

**PUBLIC OFFERING STATEMENT FOR
GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH**

(Pursuant to Chapter 64.90 RCW – Washington Uniform Common Interest Ownership
Act)

Dated: April 28, 2021

NOTICE OF RIGHT TO CANCEL

YOU ARE ENTITLED TO RECEIVE A COPY OF THIS PUBLIC OFFERING STATEMENT AND ALL MATERIAL AMENDMENTS HERETO BEFORE CONVEYANCE OF YOUR LOT. YOU HAVE A RIGHT TO CANCEL THE CONTRACT FOR THE PURCHASE OF YOUR LOT FOR A PERIOD OF SEVEN DAYS AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU SEVEN DAYS OR LESS BEFORE YOU SIGN THE CONTRACT, YOU HAVE THE RIGHT TO CANCEL, BEFORE CONVEYANCE OF THE LOT, THE EXECUTED CONTRACT BY DELIVERING, NO LATER THAN THE SEVENTH DAY AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT, A NOTICE OF CANCELLATION UNDER THE REQUIREMENTS SET FORTH BELOW. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU LESS THAN SEVEN DAYS BEFORE THE CLOSING DATE FOR CONVEYANCE OF YOUR LOT, YOU MAY EXTEND THE CLOSING DATE TO A DATE NOT MORE THAN SEVEN DAYS AFTER YOU FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU MORE THAN SEVEN BEFORE YOU SIGN THE CONTRACT FOR THE PURCHASE OF YOUR LOT, YOU HAVE NO RIGHT TO CANCEL YOUR CONTRACT. IF YOU ELECT TO CANCEL, YOU MAY DO SO BY HAND-DELIVERING NOTICE THEREOF TO THE OFFEROR OR BY MAILING THE NOTICE OF CANCELLATION BY PREPAID UNITED STATES MAIL THE OFFEROR OR TO THE OFFEROR'S REGISTERED AGENT FOR SERVICE OF PROCESS. THE DATE OF THIS NOTICE SHALL BE, IF HAND-DELIVERED, THE DATE OF RECEIPT, OR IF MAILED, THE DATE IT IS DEPOSITED IN THE MAIL. IF YOU DECIDE TO CANCEL, WE WILL PROMPTLY REFUND ALL PAYMENTS MADE BY YOU BEFORE CANCELLATION. YOU WILL HAVE NO RIGHT TO CANCEL THE CONTRACT UPON RECEIPT OF AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT UNLESS THAT RIGHT IS AVAILABLE TO YOU UNDER GENERALLY APPLICABLE CONTRACT LAW.

NOTICE ABOUT THIS PUBLIC OFFERING STATEMENT

THIS PUBLIC OFFERING STATEMENT IS A SUMMARY OF SOME OF THE SIGNIFICANT ASPECTS OF PURCHASING A LOT IN THIS COMMON INTEREST COMMUNITY. THE GOVERNING DOCUMENTS ARE COMPLEX, CONTAIN OTHER IMPORTANT INFORMATION, AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL.

AMENDMENTS

THIS PUBLIC OFFERING STATEMENT IS SUBJECT TO CHANGE IN ORDER TO REFLECT ANY MATERIAL CHANGES IN THE INFORMATION SET FORTH HEREIN OR OTHERWISE REQUIRED PURSUANT TO RCW 64.90. A COPY OF ANY SUCH MATERIAL CHANGE IN THE INFORMATION CONTAINED IN THIS PUBLIC OFFERING STATEMENT SHALL BE PROVIDED TO YOU PRIOR TO CONVEYANCE OF YOUR LOT.

NOTICE OF OTHER REPRESENTATIONS

YOU MAY NOT RELY ON ANY STATEMENT, PROMISE, MODEL, DEPICTION, OR DESCRIPTION UNLESS IT IS (1) CONTAINED IN THE PUBLIC OFFERING STATEMENT DELIVERED TO YOU; OR (2) MADE IN WRITING SIGNED BY THE DECLARANT OR DECLARANT'S AGENT IDENTIFIED IN THIS PUBLIC OFFERING STATEMENT. A STATEMENT OF OPINION, OR A COMMENDATION OF THE REAL ESTATE, ITS QUALITY, OR ITS VALUE, DOES NOT CREATE A WARRANTY, AND A STATEMENT, PROMISE, MODEL, DEPICTION, OR DESCRIPTION DOES NOT CREATE A WARRANTY IF IT DISCLOSES THAT IT IS ONLY PROPOSED, IS NOT REPRESENTATIVE, OR IS SUBJECT TO CHANGE.

NOTICE REGARDING MODEL LOTS

MODEL LOTS ARE INTENDED TO PROVIDE YOU WITH A GENERAL IDEA OF WHAT A FINISHED LOT MAY LOOK LIKE. LOTS OFFERED FOR SALE MAY VARY FROM THE MODEL IN TERMS OF FLOOR PLAN, FIXTURES, FINISHES, AND EQUIPMENT. YOU ARE ADVISED TO OBTAIN SPECIFIC INFORMATION ABOUT THE LOT YOU ARE CONSIDERING PURCHASING.

NOTICE REGARDING RESERVE STUDY

THE ASSOCIATION DOES HAVE A CURRENT RESERVE STUDY. ANY RESERVE STUDY SHOULD BE REVIEWED CAREFULLY. THE RESERVE STUDY MAY NOT INCLUDE ALL RESERVE COMPONENTS THAT WILL REQUIRE MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT IN FUTURE YEARS AND MAY NOT INCLUDE REGULAR CONTRIBUTIONS TO A RESERVE ACCOUNT FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT. YOU MAY ENCOUNTER CERTAIN RISKS, INCLUDING BEING REQUIRED TO PAY A SPECIAL ASSESSMENT FOR YOUR SHARE OF EXPENSES FOR THE COST OF MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT OF A RESERVE COMPONENT, AS A RESULT OF THE FAILURE TO: (1) HAVE A CURRENT RESERVE STUDY OR FULLY FUNDED RESERVES; (2) INCLUDE A COMPONENT IN A RESERVE STUDY; OR (3) PROVIDE ANY OR SUFFICIENT CONTRIBUTIONS TO A RESERVE ACCOUNT FOR A COMPONENT.

NOTICE OF DEPOSITS AND PAYMENTS

ONLY EARNEST MONEY AND RESERVATION DEPOSITS ARE REQUIRED TO BE PLACED IN AN ESCROW OR TRUST ACCOUNT. ANY OTHER PAYMENTS YOU MAKE TO THE DECLARANT FOR A LOT ARE AT RISK AND MAY BE LOST IF THE DECLARANT DEFAULTS.

NOTICE OF CLAIMS

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE (45) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THESE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

NOTICE OF ASSOCIATION INSURANCE

THE EXTENT TO WHICH ASSOCIATION INSURANCE PROVIDES COVERAGE FOR THE BENEFIT OF LOT OWNERS (INCLUDING FURNISHINGS, FIXTURES, AND EQUIPMENT IN A LOT) IS DETERMINED BY THE PROVISIONS OF THE DECLARATION AND THE ASSOCIATION'S INSURANCE POLICY, WHICH MAY BE MODIFIED FROM TIME TO TIME. YOU AND YOUR PERSONAL INSURANCE AGENT SHOULD READ THE DECLARATION AND THE ASSOCIATION'S POLICY PRIOR TO CLOSING TO DETERMINE WHAT INSURANCE IS REQUIRED OF THE ASSOCIATION AND LOT OWNERS, LOT OWNERS' RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED BY THE ASSOCIATION'S POLICY, AND WHAT ADDITIONAL INSURANCE YOU SHOULD OBTAIN.

NOTICE OF QUALIFIED WARRANTY

YOUR LOT IS NOT COVERED BY A QUALIFIED WARRANTY UNDER CHAPTER 64.35 RCW.

This Public Offering Statement (“Statement”) is being furnished to prospective purchasers of Lots in Goose Ridge Estates at Badger Mountain South, a Plat Community (“Community”), developed by Monson Development Washington, LLC, a Washington limited liability company (“Declarant”), pursuant to the Declaration of Covenants, Conditions, Easements, and Restrictions for Goose Ridge Estates at Badger Mountain South (“Declaration”), recorded under Auditor’s File No. 2020-035562, in the County of Benton, State of Washington, and the First Amendment to said Declaration, recorded under Auditor’s File No. 2020-040629, in the County of Benton, State of Washington.

1. Name and Address of Declarant.

Monson Development Washington, LLC
63615 E Jacobs Rd NE
Benton City, WA 99320

2. Name and Address of Management Company.

AMS Association Management Services NW
8180 W. 4th Ave, Suite B
Kennewick, WA 99336

3. Relationship of Management Company to Declarant.

None.

4. Name and Address of Community.

Goose Ridge Estate at Badger Mountain South
Located in the City of Richland, Benton County, Washington

Actual address of the Community has not been assigned.

5. Type of Community.

The Community is a Plat Community.

6. Five Most Recent Common Interest Communities in which One Lot was Sold by Declarant or an Affiliate of Declarant Within the Past Five Years.

None.

7. Nature of the Interest Being Offered for Sale.

The interest being offered for sale is a fee simple.

8. General Description of the Community.

The Community will be developed in two phases, with the first phase illustrated on the Plat recorded under Auditor's File No. 2020-035566, in the County of Benton, State of Washington and is attached hereto as Exhibit "B." Phase II is depicted on a separate Plat attached as Exhibit H to this Public Offering Statement. The Community consists of a total of one-hundred six (106) Lots, with each Lot containing a detached single-family or duplex-style residence (located only in Phase II) along with any Accessory Buildings as defined in Section 1.2 of the Declaration.

9. Status of Construction of the Lots and Common Areas.

Unimproved Lots will be available for sale in Fall of 2020.

Construction of Common Areas shall be completed as per the SIA Security and Improvement Agreement and Plat.

10. Number of Existing Lots in the Community.

106.

11. Brief Descriptions of Existing Common Areas and Future Common Areas that Will and May Be Added.

a. Existing Common Areas: Are planned and consist of landscaped or open space areas, walkways and streets within the Community as depicted on the Recorded Plat Map.

b. Future Commons Areas: No future common areas are contemplated at this time.

12. Brief Description of the Limited Common Areas.

None.

13. Identification of Any Rights of Persons Other Than Lot Owners to Use Any Common Areas, and the Terms of Such Use.

None.

14. Identification of any Real Property Not in the Community that Lot Owners May Use, and the Terms of Such Use.

None.

15. Services Provided by Declarant That are Not Reflected in the Budget but May Become a Common Expense.

None.

16. Estimate of any Assessment or Payment Required by the Declaration to be Paid at Closing.

The Association shall collect from each purchaser at the time of closing on a Lot a sum of \$100.00. Such sum shall be used to pay the initial \$100 assessment from the Master Association). Said amount shall constitute an initial non-refundable contribution to the working capital of the Association. If at the time of closing, assessments have commenced, the Association shall also collect a prorated amount of the assessment for the remainder of the month in which the Lot is purchased. Also, pursuant to RCW 64.90.640, a resale certificate is required to be provided to any buyer no later than 10 days before closing. This certificate may be ordered through www.homewisedocs.com. There is a fee for this document, and it can be paid for upfront by the seller or will be collected in closing (estimated \$275.00). The Association will charge an additional Transfer Fee from Buyers at closing (estimated \$300.00) which must be verified from the Association. However, such Transfer Fee shall be reduced to an estimated sum of \$100 for Builders purchasing a lot prior to the lot has been developed. Such exact reduced sum should be confirmed prior to purchase.

17. Brief Description of Any Liens or Monetary Encumbrances on the Title to Common Areas Not Discharged at Closing.

None.

18. Brief Description or Copy of any Express Construction Warranties.

None.

19. Statement as to Whether Lots or Common Elements are Covered by a Qualified Warranty.

See Notice on Page 3 of this Public Offering Statement regarding qualified warranties.

20. Statement of any Unsatisfied Judgments or Pending Suits against the Association and their Status.

None.

21. Statement of any Litigation Brought by an Owners' Association, Lot Owner, or Governmental Entity Against the Declarant or any Affiliate Arising Out of the Construction, Sale, or Administration of any Community Within the Previous Five Years.

None.

22. Brief Description of any Restrictions on Use or Occupancy Contained in the Governing Documents.

All use and occupancy restrictions are set forth in Article 6 of the Declaration.

23. Brief Description of any Restrictions on Renting or Leasing of Lots by Declarant or Other Lot Owners Contained in the Governing Documents.

Renting or leasing of a Lot is allowed. Owner must provide a copy of the Declaration and any Rules and Regulations to the tenant. For actual text, see Declaration, Section 6.20.

24. Brief Description of Any Rights of First Refusal to Lease or Purchase Any Lot or Common Areas Contained in the Governing Documents.

None.

25. Brief Description of Any Restriction on the Amount for Which a Lot May be Sold or on the Amount Received by a Lot Owner.

None.

26. Description of the Insurance Coverage Provided for Lot Owners' Benefit.

The property insurance obtained by the Association shall cover all improvements, fixtures, and equipment contained on the Common Areas. The Association has the authority to obtain liability and other insurance. See Declaration, Section 11.

27. Current or Expected Fees Not Included in the Common Expenses to be Paid by Lot Owners.

The Board of Directors for the Association will have the authority to establish future fees and deposits for the use of Common Areas. Currently, there are no additional current or expected fees that are not included in the common expenses.

28. Extent, if Any, to Which Bonds and Other Assurances from Third Parties have been Provided for Completion of all Improvements.

None.

29. A Summary of and Information on How to Obtain a Full Copy of the Reserve Study.

A preliminary budget has been completed and is available. A Reserve Study is attached as Exhibit F to this Public Offering Statement.

30. Brief Description of Any Arrangements Binding the Association.

No known arrangements to date.

31. Estimated Current Common Expenses Liability for Lots Offered.

The estimated current common expenses liability for the Lots being offered for sale is based on a total annual budget of \$49,606.00 and is stated on the Budget attached to this Public Offering Statement. The Common Expense Liability per Lot is estimated to be an annual sum of \$468.00, paid in quarterly installments of \$117, and which includes a \$5.00 monthly assessment required to be paid by the Association to the Master Association.

32. Any Assessments, Fees, or Other Charges Known to the Declarant, excluding Real Property Taxes, Real Property Assessments, and Utility Liens, that May Constitute a Lien in Favor of Any Governmental Agency.

None.

33. Brief Description of any Parts of the Community, Other Than Owner's Lot, which Any Owner Must Maintain.

None.

34. Timesharing Restrictions.

Timesharing is not permitted in the Community.

35. Development Rights and Special Declarant Rights reserved by Declarant.

1. The right to make the Community subject to the Master Association. See Declaration, Section 2.1.
2. the right to appoint or remove officers and directors of the Association or to veto or approve proposed actions of the Board of Directors or the Association. See Declaration, Article 3.
3. The right to use easements through Common Areas for the development and maintenance of the Property. See Declaration, Section(s) 4.2.1. and 4.2.2.
4. The right to subdivide or annex Lots or convert Lots to Common Areas. See Declaration 13.4.

5. The right to assign, lease, or transfer all or any portion of the Property. See Declaration, 13.9.
6. For a complete list of the special rights reserved for Declarant, See Declaration, Article 3.

The Declarant's right to appoint or remove officers and directors, and to veto or approve proposed action of the Board shall expire upon the earlier of: (1) sixty (60) days after the date on which seventy-five percent (75%) of the Lots on the Property are transferred from Declarant to purchasers; (2) two (2) years after the last conveyance of a Lot, except to a builder; or (3) the date on which the Declarant, after providing written notice to all Owners, elects to voluntarily relinquish all rights to appoint and remove officers and board members, recorded in an amendment to this Declaration. See Declaration, Section 3.2.

The Declarant shall have the right to exercise all remaining special declarant and development rights until such time as one hundred percent (100%) of the Lots have been transferred to retail purchasers, or any shorter time period, as determined by the Declarant. See Declaration, Section(s) 1.31 and 3.1.

In the event Declarant exercises any development right, the allocated interests of a Lot will remain unchanged.

36. Any Liens on Real Estate to be Conveyed to the Association Required to be Disclosed Under RCW 64.90.650(3)(b).

None.

37. Any Physical Hazards Known to Declarant that Partially Affect the Community or the Immediate Vicinity of the Community and Which Are Not Readily Ascertainable by Purchaser.

None.

38. Any Building Code Violation Known to Declarant and Not Corrected.

None.

39. Information Relating to Conversion Buildings.

The Community is not a conversion Community.

40. Other Information.

None.

41. Description of any Age-Related Occupancy Restrictions Affecting Community.

None.

42. Documents Attached to this Public Offering Statement.

The following documents are attached to this Public Offering Statement, all of which may be amended from time to time:

Exhibit A	Community Declaration and Amendments
Exhibit B	Recorded Plat Map-Phase I
Exhibit C	Association Articles of Incorporation
Exhibit D	Association Bylaws
Exhibit E	Association Budget
Exhibit F	Reserve Study
Exhibit G	Master Community Declaration
Exhibit H	Recorded Plat Map-Phase II

ACKNOWLEDGEMENT

The undersigned acknowledges that they have been provided with and are in receipt of the foregoing Public Offering Statement for Goose Ridge Estates at Badger Mountain South and all attachments thereto.

SIGNATURE

NAME

DATE

EXHIBIT A

COMMUNITY DECLARATION AND AMENDMENTS

Return Address

Name Miller, Mertens & Comfort PLLC

Address 1020 N Center Pkwy Ste B

City, State, Zip Kennewick WA 99336-7161

MISC: 21-190

Cascade Title
has placed this document of record
as a customer courtesy and accepts
no liability for accuracy or validity of
the document

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

1. Supplemental Declaration of Covenants, Conditions, Easements, and Restrictions of Goose Ridge Estates at Badger Mountain South
- 2.
- 3.
- 4.

Reference Number(s) of Document(s) assigned or released:

1. Supplements 2020-035562 as amended by 2020-040629
- 2.

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 Exhibits A and B to Supplemental Declarations of Covenants being recorded hereby.

Assessor's Property Tax Parcel/Account Number(s): 1-3298-102-0012-000

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.

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

WHEREAS, Monson Development Washington, LLC, as Declarant, created the Goose Ridge Estates at Badger Mountain South, a plat community, the legal description of which is set forth in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein, and in connection therewith caused to be recorded with the office of the Benton County Auditor, on September 17, 2020, under Recording No. 2020-035562, **THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH**, amended and recorded on October 16, 2020, under Recording No. 2020-040629, **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR GOOSE RIDGES ESATES AT BADGER MOUNTAIN SOUTH** (the "Declaration"); and

WHEREAS, the Declarant, reserved unto itself the right to supplement the Declaration; and

WHEREAS, Plats and Lot numbers for Phase II had not been approved when the Declaration was recorded and have since been approved; and

WHEREAS, the Declarant desires to supplement the Declaration to specify which construction standards and use restrictions apply to which lots of Phase II.

NOW THEREFORE, the Declarant does hereby supplement the Declaration as follows:

CONSTRUCTION STANDARDS AND USE RESTRCTIONS

A. Phase II Single-Level Design Restrictions. The Houses and Accessory Buildings constructed on **Lots 90, 91, 92, 103, 104, 105, and 106** shall be limited only to single-level home designs.

B. Phase II Specific Fencing Requirements. In addition to the general requirements set forth in the Declaration 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 85 and 86 and Lots 93 through 102**, as depicted in the photograph attached hereto as Exhibit C. 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.

C. Except as supplemented herein the Declarations remain in full force and effect.

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

DATED this 29 day of April, 2021.

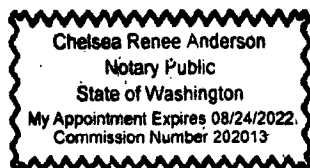
MONSON DEVELOPMENT WASHINGTON, LLC
A Washington limited liability company

By: William A. Monson
WILLIAM A. MONSON, Member, Manager

STATE OF WASHINGTON)
)
COUNTY OF Benton) §

On this 29 day of April, 2021, 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 the Manager and 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.



Chelsea Renee Anderson
NOTARY PUBLIC in and for the State of
Washington, residing at
West Richland, wa
My Commission Expires: 8/24/2022

EXHIBIT A

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

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 67°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°46'58" EAST A DISTANCE OF 490.24 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 48.21 FEET; THENCE NORTH 22°13'02" WEST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 200.01 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 17.68 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 52.03 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 12.50 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 301.72 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 69°09'23" EAST ALONG SAID LINE A DISTANCE OF 680.99 FEET; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 685.50 FEET; THENCE LEAVING SAID LINE SOUTH 22°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°53'42" EAST A DISTANCE OF 3.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE SOUTH 21°59'50" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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°58'23" EAST A DISTANCE OF 2.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE SOUTH 21°57'56" WEST A DISTANCE OF 231.98 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 21.93 FEET; THENCE SOUTH 22°30'02" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 149.96 FEET; THENCE SOUTH 22°27'49" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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**

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 113.25 FEET; THENCE NORTH 22°27'49" EAST A DISTANCE OF 56.00 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 149.96 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 21.93 FEET; THENCE NORTH 21°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°58'23" WEST A DISTANCE OF 2.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 260.05 FEET; THENCE NORTH 21°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°53'42" WEST A DISTANCE OF 3.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE NORTH 22°12'45" EAST A DISTANCE OF 306.47 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 58.74 FEET; THENCE SOUTH 77°57'11" EAST ALONG SAID LINE A DISTANCE OF 73.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

See the following website for Exhibit C details:

<http://goosridgestates.com/>

Return Address

Name Miller, Mertens & Comfort PLLC

Address 1020 N Center Pkwy Ste B

City, State, Zip Kennewick WA 99336-7161

MISC: 21-190

Cascade Title
has placed this document of record
as a customer courtesy and accepts
no liability for accuracy or validity of
the document

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

1. Supplemental Declaration of Covenants, Conditions, Easements, and Restrictions of Goose Ridge Estates at Badger Mountain South
- 2.
- 3.
- 4.

Reference Number(s) of Document(s) assigned or released:

1. Supplements 2020-035562 as amended by 2020-040629
- 2.

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 Exhibits A and B to Supplemental Declarations of Covenants being recorded hereby.

Assessor's Property Tax Parcel/Account Number(s): 1-3298-102-0012-000

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.

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

WHEREAS, Monson Development Washington, LLC, as Declarant, created the Goose Ridge Estates at Badger Mountain South, a plat community, the legal description of which is set forth in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein, and in connection therewith caused to be recorded with the office of the Benton County Auditor, on September 17, 2020, under Recording No. 2020-035562, **THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH**, amended and recorded on October 16, 2020, under Recording No. 2020-040629, **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR GOOSE RIDGES ESATES AT BADGER MOUNTAIN SOUTH** (the "Declaration"); and

WHEREAS, the Declarant, reserved unto itself the right to supplement the Declaration; and

WHEREAS, Plats and Lot numbers for Phase II had not been approved when the Declaration was recorded and have since been approved; and

WHEREAS, the Declarant desires to supplement the Declaration to specify which construction standards and use restrictions apply to which lots of Phase II.

NOW THEREFORE, the Declarant does hereby supplement the Declaration as follows:

CONSTRUCTION STANDARDS AND USE RESTRICTONS

A. Phase II Single-Level Design Restrictions. The Houses and Accessory Buildings constructed on **Lots 90, 91, 92, 103, 104, 105, and 106** shall be limited only to single-level home designs.

B. Phase II Specific Fencing Requirements. In addition to the general requirements set forth in the Declaration 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 85 and 86 and Lots 93 through 102**, as depicted in the photograph attached hereto as Exhibit C. 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.

C. Except as supplemented herein the Declarations remain in full force and effect.

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

DATED this 29 day of April, 2021.

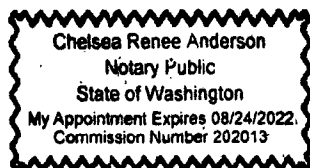
MONSON DEVELOPMENT WASHINGTON, LLC
A Washington limited liability company

By: William A. Monson
WILLIAM A. MONSON, Member, Manager

STATE OF WASHINGTON)
) §
COUNTY OF Benton)

On this 29 day of April, 2021, 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 the Manager and 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.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at
West Richland, wa
My Commission Expires: 8/24/2022

EXHIBIT A

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

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 67°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°46'58" EAST A DISTANCE OF 490.24 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 48.21 FEET; THENCE NORTH 22°13'02" WEST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 200.01 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 17.68 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 52.03 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 12.50 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 301.72 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 69°09'23" EAST ALONG SAID LINE A DISTANCE OF 680.99 FEET; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 685.50 FEET; THENCE LEAVING SAID LINE SOUTH 22°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°53'42" EAST A DISTANCE OF 3.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE SOUTH 21°59'50" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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°58'23" EAST A DISTANCE OF 2.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE SOUTH 21°57'56" WEST A DISTANCE OF 231.98 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 21.93 FEET; THENCE SOUTH 22°30'02" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 149.96 FEET; THENCE SOUTH 22°27'49" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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**

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 113.25 FEET; THENCE NORTH 22°27'49" EAST A DISTANCE OF 56.00 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 149.96 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 21.93 FEET; THENCE NORTH 21°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°58'23" WEST A DISTANCE OF 2.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 260.05 FEET; THENCE NORTH 21°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°53'42" WEST A DISTANCE OF 3.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE NORTH 22°12'45" EAST A DISTANCE OF 306.47 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 58.74 FEET; THENCE SOUTH 77°57'11" EAST ALONG SAID LINE A DISTANCE OF 73.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

See the following website for Exhibit C details:

<http://gooseridgestates.com/>

Return Address

Name Miller, Mertens & Comfort PLLC

Address 1020 N Center Plwy Ste B

City, State, Zip Kennewick WA 99336-7161

Cascade Title
has placed this document of record
as a customer courtesy and accepts
no liability for accuracy or validity of
the document

MISC: 20-324

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

1. First Amendment to 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:

1. Amends 2020-035562

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.

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

WHEREAS, Monson Development Washington, LLC, as Declarant, created the Goose Ridge Estates at Badger Mountain South, a plat community, the legal description of which is set forth in Exhibit A and Exhibit B, attached hereto and incorporated by reference herein, and in connection therewith caused to be recorded with the office of the Benton County Auditor, on September 17, 2020, under Recording No. 2020-035562, **THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH**, (the "Declaration"); and

WHEREAS, the Declarant, reserved unto itself the right to amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to correct and further clarify that the Property is not subject to the geothermal service requirements contained in the Declaration of Covenants and Easements for Geothermal Services, recorded under File No. 2015-030329; to remove the Exhibit referencing the same; and to further correct the references to the remaining Exhibits attached hereto.

NOW THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Part B. of the **RECITALS** is hereby amended to read as follows:

B. **Property Not Subject to Geothermal Requirements.** The Property is expressly excluded from and is not subject to the certain requirements 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.

2. Section 6.13.2 Specific Requirements, of Article 6 is hereby amended to read as follows:

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 C. 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

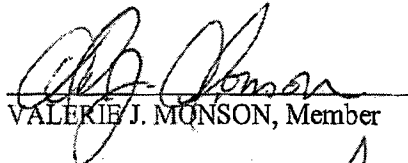
common boundaries may be constructed as well and shall be constructed from block, vinyl, or wood materials (subject to the general requirements prohibiting rustic materials). If not already erected at the time of sale, all rear property line fencing must be constructed within six (6) months of Owner's 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.


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

DATED this 14TH day of October, 2020.

MONSON DEVELOPMENT WASHINGTON, LLC
A Washington limited liability company

By: 
WILLIAM A. MONSON, Member

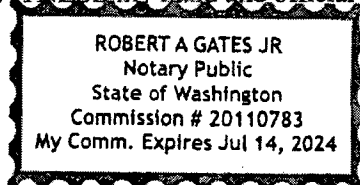
By: 
VALERIE J. MONSON, Member

By: 
MOLLY M. STUTESMAN, Member

STATE OF WASHINGTON)
)
COUNTY OF Benton) §

On this 14th day of October, 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.

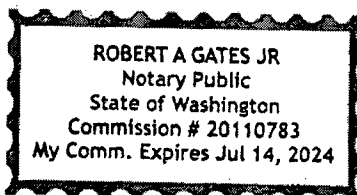


Robert A. Gates Jr.
NOTARY PUBLIC in and for the State of
Washington, residing at
100 Centolane Dr., Burien, WA
My Commission Expires: 7/14/24

STATE OF WASHINGTON)
)
COUNTY OF Benton) §

On this 14th day of October, 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.

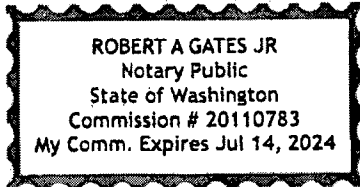


Robert A. Gates Jr.
NOTARY PUBLIC in and for the State of
Washington, residing at
100 Centolane Dr., Burien, WA
My Commission Expires: 7/14/24

STATE OF WASHINGTON)
)
COUNTY OF Benton) §

On this 14th day of October, 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.



Robert A. Gates Jr.
NOTARY PUBLIC in and for the State of
Washington, residing at
100 Centurion Dr, Burbank, WA
My Commission Expires: 7/14/24

EXHIBIT A

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

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 67°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°46'58" EAST A DISTANCE OF 490.24 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 48.21 FEET; THENCE NORTH 22°13'02" WEST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 200.01 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 17.68 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 52.03 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 12.50 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 301.72 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 69°09'23" EAST ALONG SAID LINE A DISTANCE OF 680.99 FEET; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 685.50 FEET; THENCE LEAVING SAID LINE SOUTH 22°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°53'42" EAST A DISTANCE OF 3.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE SOUTH 21°59'50" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH

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EXHIBIT B

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

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:

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EXHIBIT C

See the following website for Exhibit C details:

<https://gooseridgestates.com/>



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 of 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.


(SIGNATURES APPEAR ON THE FOLLOWING PAGE)


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.



[Signature]

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

Prosser, WA.

My Commission Expires: 2-24-2021

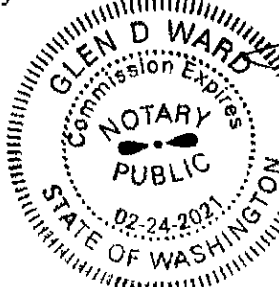
STATE OF WASHINGTON)

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.



[Signature]

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

Prosser, WA

My Commission Expires: 2-24-2021

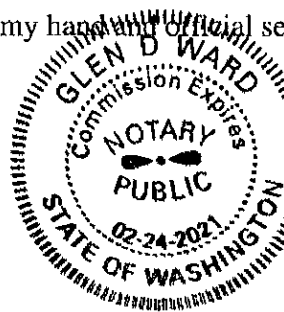
DECLARATION OF PROTECTIVE COVENANTS - 25

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.



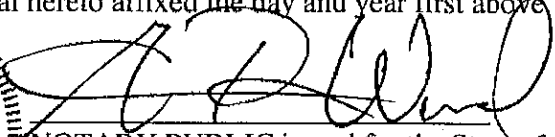

NOTARY PUBLIC in and for the State of
Washington, residing at
Prosser, WA.
My Commission Expires: 2-24-2021

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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 67°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°46'58" EAST A DISTANCE OF 490.24 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 48.21 FEET; THENCE NORTH 22°13'02" WEST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 200.01 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 17.68 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 52.03 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 12.50 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 301.72 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 69°09'23" EAST ALONG SAID LINE A DISTANCE OF 680.99 FEET; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 685.50 FEET; THENCE LEAVING SAID LINE SOUTH 22°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°53'42" EAST A DISTANCE OF 3.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE SOUTH 21°59'50" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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°58'23" EAST A DISTANCE OF 2.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE SOUTH 21°57'56" WEST A DISTANCE OF 231.98 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 21.93 FEET; THENCE SOUTH 22°30'02" WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 149.96 FEET; THENCE SOUTH 22°27'49" WEST A DISTANCE OF 56.00 FEET; THENCE SOUTH 22°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°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°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1202.20 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 268.43 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 113.25 FEET; THENCE NORTH 22°27'49" EAST A DISTANCE OF 56.00 FEET; THENCE NORTH 67°32'11" WEST A DISTANCE OF 149.96 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 67°32'11" EAST A DISTANCE OF 21.93 FEET; THENCE NORTH 21°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°58'23" WEST A DISTANCE OF 2.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°07'22" A DISTANCE OF 2.76 FEET; THENCE NORTH 22°30'02" EAST A DISTANCE OF 260.05 FEET; THENCE NORTH 21°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°53'42" WEST A DISTANCE OF 3.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'55" A DISTANCE OF 3.65 FEET; THENCE NORTH 22°12'45" EAST A DISTANCE OF 306.47 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 58.74 FEET; THENCE SOUTH 77°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

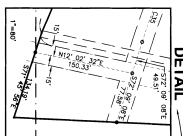
See the following website for Exhibit D details:

<https://gooseridgeestates.com/>

EXHIBIT B

PLAT MAP OF COMMUNITY-PHASE I

SHEET 2 OF 3



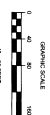
5. 30 FOOT TEMPORARY UTILITY AND ACCESS EASEMENT (TO VACATE UPON RECORDING OF SUBSEQUENT PHASE);

BAKET A - OPEN SPACE (1961)
 BAKET B - OPEN SPACE (1961)
 BAKET C - OPEN SPACE (1961)
 BAKET D - STORMWATER
 BAKET E - STORMWATER
 BAKET F - STORMWATER
 BAKET G - OPEN SPACE (1961)
 BAKET H - OPEN SPACE (1961)
 BAKET I - OPEN SPACE (1961)
 BAKET J - STORMWATER
 BAKET K - STORMWATER
 BAKET L - TO BE DETERMINED BY DEVELOPER-FUTURE DEVELOPMENT

*BACET A, B, C, D, E, F, G, H, I, J, K, AND L SHALL BE OWNED AND MAINTAINED BY THE
 OWNER. BACET L SHALL BE OWNED BY THE CITY OF RICHMOND.

STORMWATER FACILITIES WITH THE RECORDING OF THIS PLAN:

GOOSE RIDGE ESTATE HOME OWNER'S ASSOCIATION.



- SET 5/8 REBAR AND CAP LS 38465
- SET CITY OF RICHLAND MONUMENT
- FOUND CITY OF RICHLAND MONUMENT

ADDRESS LOT REQUIRED TO CONTAIN AN ALTERNATE BUILDING

PROPERTY CORNER

PRIORITY CORNERS

FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC, RECORDED IN VOLUME

15 OF PLATS,
ON PAGE 06607, RECORDS OF BENTON COUNTY, WASHINGTON, AT 09

MINUTES PAST 17 Hrs. THIS 17th DAY OF September, 2020
 Entered/Checked by Jeffrey (J) Gentry 2020-09-16

[illegible]

JOHN W. BECKER, P.E. MRAD
DATE 4-4-2



SHEET 3 OF 3

[illegible]

THIS MAP DIRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY ACT AND THE RULES OF PRACTICE OF THE BOARD OF LAND SURVEYORS RECONCILING ACT AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON LLC ON SEPTEMBER 1, 2020. I HEREBY CERTIFY THAT THIS MAP FOR GOOSE RIDGE ESTATES PHASE 1 IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BOUNDARIES AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE TRACTS, LOTS AND BLOCKS SHOWN HAVE BEEN DETERMINED BY PHYSICAL MEASUREMENT. NO OTHER BOUNDARIES HAVE NOT BEEN DETERMINED BY PHYSICAL MEASUREMENT.

FILED FOR THE REQUEST OF THE JENSEN, MAHAAN MEMBER
FOR MORGAN REALTY DEVELOPMENT WASHINGTON, LLC, RECORDED IN VOLUME
15 OF PLAT,
ON PAGE 00687 RECORDS OF SHELTON COUNTY, WASHINGTON, AT 01
MINUTES PAST 49 AM, THIS 10TH DAY OF SEPTEMBER 2020 A.
Clerk/City Auditor by Shelly Beckett 2020-095546
FEE NUMBER

AHBL

TACOMA, SEATTLE, SPOKANE, TRICITIES

5904 Road 90, Suite H, Pasco, WA 99301
509.380.3883 Tel. 509.380.0860 Fax
www.ahbl.com info@ahbl.com

EXHIBIT C

**GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH HOMEOWNERS
ASSOCIATION ARTICLES OF INCORPORATION**

ARTICLES OF INCORPORATION
OF
GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH
HOMEOWNERS ASSOCIATION

The undersigned, for the purpose of forming a corporation under the non-profit laws of the State of Washington, RCW 24.03, and the Washington Uniform Common Interest Ownership Act as set forth in RCW 64.90.400 - 560, hereby adopts the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be:

GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH
HOMEOWNERS ASSOCIATION

ARTICLE II.

The term of existence shall be perpetual.

ARTICLE III.

The purposes for which the corporation is organized are as follows:

(1) To own, manage, and develop certain common areas of the residential housing development located in the City of Richland, County of Benton and known as Goose Ridges Estates at Badger Mountain South.

(2) To collect periodic homeowner's association assessments and dues;

(3) To pay expenses in connection with said common areas;

(4) To enforce the Declaration of Covenants, Conditions, Easements, and Restrictions filed in the Benton County Auditor's office (hereinafter referred to as the "Conditions and Restrictions"); and

(5) To perform such other and further acts are necessary and appropriate to accomplish

the foregoing purposes.

ARTICLE IV.

The name of the initial Registered Agent of the corporation is KENNETH A. MILLER.

ARTICLE V.

The address of the Registered Office is as follows:

1020 North Center Parkway, Suite B
Kennewick, WA 99336

ARTICLE VI.

The number of directors shall be determined in the manner provided in the Bylaws and may be increased or decreased from time to time in the manner provided therein. There shall initially be four (4) directors serving as the initial Board of Directors. Their names and addresses are as follows:

William A. Monson
63615 E. Jacobs Rd. NE
Benton City, WA 99320

Valerie J. Monson
656 Lago Vista Dr.
Richland, WA 99352

Molly M. Stutesman
1347 Country Ridge Dr.
Richland, WA 99352

Eric Culverhouse
329 N. Kellogg St.
Kennewick, WA 99336

ARTICLE VII

Each Director, committee member, and officer of the Association (collectively and individually, "Indemnitee") shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Association committee member, Association officer, or Director (whether or not the individual

ARTICLES OF INCORPORATION

Page -2-

Indemnatee holds such position at the time such expenses or liabilities are incurred). The indemnification set forth in the preceding sentence shall not apply: (i) to the extent such expenses and liabilities are covered by insurance; (ii) with regard to acts or omissions that involve intentional misconduct by an Indemnatee, or a knowing violation of law by an Indemnatee; or (iii) with regard to any transaction from which an Indemnatee will personally receive a benefit in money, property, or services to which the Indemnatee is not legally entitled. If such liability and expense arise out of the concurrent negligence of Indemnatee and Association, this indemnity shall still apply, but if specifically required by statute, then this Indemnification shall apply only to the extent Indemnatee's liability arises out of the negligence of the Association, or out of negligence of a third party.

ARTICLE VIII.

No loans shall be made by the Association to its Directors or officers. The Directors of the Association who vote for or assent to the making of a loan to a Director or an officer of the Association and any officer or officers participating in the making of such loan shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

ARTICLE IX.

In the event of dissolution of the Corporation, the net assets are to be distributed to the members or other persons, organizations, or domestic or foreign corporations as may be set forth in a plan of distribution adopted at the time thereof and consistent with RCW Chapter 24.03 as now in effect or hereafter amended.

ARTICLES OF INCORPORATION

Page -3-

ARTICLE X.

The name and address of the incorporator is as follows:

William A. Monson
63615 E. Jacobs Rd. NE
Benton City, WA 99320

IN WITNESS WHEREOF the incorporator has affixed his signature on this 2nd day of

April, 2020.

William A. Monson
WILLIAM A. MONSON, Incorporator

ARTICLES OF INCORPORATION

Page -4-

Work Order #: 2020040300189099 - 1


Received Date: 04/03/2020

Amount Received: \$50.00

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, KENNETH A. MILLER, hereby consent to serve as Registered Agent, in the State of Washington, for the corporation herein named. I understand that as agent for the corporation, it will be my responsibility to receive Service of Process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the Office of the Secretary of State in the event of my resignation or of any change in the Registered Office address of the corporation for which I am agent.

DATED this 2nd day of April, 2020.


KENNETH A. MILLER
Registered Agent

NAK19198\ARTICLES - Goose Ridge Estates at BMS HOA 200124 gsk.doc

EXHIBIT D

**GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH HOMEOWNERS
ASSOCIATION BLAWS**

BYLAWS
OF
GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH
HOMEOWNERS ASSOCIATION

ARTICLE I. NAME

The name of this corporation is GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH HOMEOWNERS ASSOCIATION.

ARTICLE II. PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To own, manage, and develop certain common areas located in the residential housing development commonly known as Goose Ridge Estates at Badger Mountain South, County of Benton, in the State of Washington;
- (b) to collect periodic homeowners' association assessments and dues;
- (c) to pay expenses in connection with said common areas;
- (d) to maintain insurance on said common areas;
- (e) to enforce the Declaration of Covenants, Conditions, Easements, and Restrictions for Goose Ridge Estates at Badger Mountain South, filed in the Benton County Auditor's office (as now in effect or hereafter amended) (hereinafter referred to as "Covenants and Restrictions"); and
- (f) to perform such other and further acts necessary and appropriate to accomplish the foregoing purposes.

ARTICLE III. MEMBERSHIP

Section 1. Any person owning a Lot in the housing development known as Goose Ridge Estates at Badger Mountain South shall be a member of the Association. Where a Lot is owned by more than one person there shall be but one vote among the owners of such Lot. Said owners must designate in writing who of them shall be entitled to vote. All owners shall be entitled to speak at any meeting.

Section 2. The Board of Directors may set annual membership assessments at its annual meeting each year. Assessments, if established, shall be mandatory. Unpaid assessment

shall be a lien against the Lot owned by the delinquent member in Goose Ridge Estates at Badger Mountain South as set forth in the Covenants and Restrictions.

Section 3. The Board of Directors may suspend the voting rights of a member for willful failure to comply with the Bylaws or the requirements of membership; such individuals shall have an opportunity for hearing before the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. The operations of the corporation shall be managed by a Board of Directors, consisting of at least three (3) but not more than five (5) members, one of whom shall be a citizen of the United States and all of whom shall reside in Goose Ridge Estates at Badger Mountain South. The latter residency requirement shall not apply to members of the initial Board as set forth in the Articles of Incorporation. The Board shall take such actions as may be authorized for the Association to undertake by the Covenants and Restrictions unless prohibited thereunder or reserved to the Owners.

Section 2. The Board of Directors shall be comprised of the Members, elected at the meeting of the general membership at the annual meeting of the corporation.

Section 3. The Board shall only act in the name of the corporation when it shall be regularly convened by its President after due notice to all the Directors and shall have passed a resolution regarding the particular matter.

Section 4. A majority of the members of the Board shall constitute a quorum.

Section 5. Each Director shall have one vote and voting may not be done by proxy. All actions of the Board shall be decided by a majority vote of the members of the Board.

Section 6. The Board of Directors shall hold regular meetings at least once every twelve (12) months. Notice shall be sent by mail to all Board members not less than five (5) nor more than ten (10) days prior to such meetings.

Section 7. The Board may make such rules and regulations covering its meeting as it may determine necessary.

Section 8. Whenever a vacancy shall occur on the Board of Directors it shall be filled without undue delay until the next annual meeting by a majority vote of the remaining Board members.

Section 9. Special meetings of the Board of Directors may be called by the President or must be called at the request of two (2) Board of Directors members, such request to be made in writing at least five (5) days before the requested scheduled date to the Secretary of the Board.

ARTICLE V. OFFICERS

Section 1. President. The President shall be the chief executive officer of the corporation. He shall perform all the duties incident to the office of President and such other duties as may be ordered by the Board of Directors. He shall be an ex-officio member of all committees except the nominating committee. In addition, he has the following responsibilities:

- (a) to present at each annual meeting an annual report of the operation of the corporation;
- (b) to sign checks, up to an amount to be established by the Board of Directors.

Section 2. Vice President. The Vice President shall also be responsible for any assignments delegated by the Board of Directors. The Vice President shall assist the President. In the absence of the President, the Vice President shall take over executive authority.

Section 3. Secretary. The Secretary shall:

- (a) keep the minutes and records of the corporation;
- (b) file any certificates required by law;
- (c) serve all notices to members of the corporation;
- (d) be official custodian of the records and seal of the corporation;
- (e) submit to the Board of Directors and the general membership all communication addressed to him as Secretary of the corporation;
- (f) attend to all corporate correspondence and exercise all duties incident to the office of Secretary.

Section 4. Treasurer. The Treasurer shall:

- (a) be responsible for all monies belonging to the corporation;
- (b) maintain in the checking account a reasonable amount as determined by the Board of Directors;
- (c) deposit the balance in a savings account;
- (d) sign checks;

- (e) render a written account of the finances of the corporation which shall be included in the minutes of the Board of Directors' meetings;
- (f) exercise any other duties incident to the office of Treasurer.

Section 5. The President and the Treasurer may sign checks of the corporation.

ARTICLE VI. MEETINGS

Section 1. The Board of Directors shall establish the date, place, and hour of the annual meeting of the corporation. Notice of this meeting or any other general membership meetings signed by the Secretary, shall be mailed by first-class mail to every member in good standing at least fourteen (14) but not more than fifty (50) days prior to the annual meeting.

Section 2. A quorum at any membership meeting shall be sixty (60) percent of the voting members, but a lesser number may adjourn the meeting for not more than three weeks from the scheduled date of the meeting.

Section 3. Special meetings of the membership may be called by the President or must be called at the request of three Board of Directors members or ten general members, such request to be made in writing to the Secretary who shall then provide notice in the manner set forth in Section 1, above.

Section 4. No other business but that specified in the notice may be transacted at a special meeting.

Section 5. All questions of parliamentary procedure shall be settled by Robert's Rules of Order Revised, when they are not inconsistent with these By-Laws.

Section 6. Any Member may attend a Board of Directors meeting.

ARTICLE VII. VOTING

Section 1. At all meetings voting shall be by voice unless otherwise requested; for election of the Board of Directors, ballots shall be provided.

ARTICLE VIII. COMMITTEES

Section 1. There shall be following standing committees:

- (a) Architectural Control Committee
- (b) Nominating

Section 2. The formation and authority of the Architectural Control Committee is set forth in the Covenants and Restrictions.

Section 3. The Board of Directors may create other standing and special committees as necessary.

Section 4. All Members shall be eligible to serve on committees.

Section 5. All Board of Directors shall appoint the chairman of each committee.

Section 6. The President shall be an ex-officio member of all committees except the nominating committee or as otherwise set forth herein.

ARTICLE IX. ASSESSMENTS AND COLLECTION

Section 1. The Board shall prepare or cause to be prepared an operating budget for the Association at least annually. Within thirty (30) days after adoption of the proposed budget, the Board shall provide a copy of such budget to all Owners. The Owners shall vote to ratify the budget at the annual meeting as determined by the Board in accordance with Article VI, Section 1, provided that in no event shall the annual meeting be less than fourteen (14) days nor more than fifty (50) days from the date the budget is sent to all Owners. In no event shall the budget be ratified less than sixty (60) days before the expiration of the fiscal year as set forth in Article X. The budget may include amounts to be held in reserve. The operating budget shall contain the following information: (1) the projected income to the Association, by category; (2) the projected common expenses and any specially allocated expenses subject to being budgeted, both by category; (3) the amount of assessments per Lot and the date such assessments are due; (4) the current amount of regular assessments budgeted for contribution to the reserve account; (5) a statement of whether the Association has a reserve study and the extent to which the budget meets or deviates from the recommendations of the reserve study; and (6) the current deficiency or surplus in reserve funding, expressed on a per Lot basis. The Association, upon approval of two-thirds (2/3) of the Owners present and voting at a meeting at which a quorum exists, may establish special assessments for other purposes. Notices of all assessments shall be sent to each Owner. Payment shall be due thirty (30) days after notice of such assessment.

Section 2. The assessment shall be a lien against the Lot of the Owner as of the date on which the Owners determine the amount of the assessment. The Association may hire and retain attorneys to undertake efforts to collect unpaid assessments. The Association shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The Association may also personally sue the Owner for the amount of the assessment, together with legal fees and interest.

Section 3. Transfer of any Lot, by whatever means, shall not extinguish any lien for an unpaid assessment.

ARTICLE X. FISCAL YEAR


The fiscal year of the corporation shall be the calendar year.

ARTICLE XI. AMENDMENTS

Section 1. These Bylaws may be altered, amended, repealed, or added to by unanimous vote of those present at the Board of Directors meeting or by two-thirds (2/3rds) vote of the membership at the meeting. However, prior notice of all such proposed changes must be stated in the meeting notice. This notice must consist of a copy of the proposed change to be mailed not less than ten (10) days nor more than thirty (30) days prior to the Board or membership meeting.

ADOPTED this 27 day of July, 2020.


WILLIAM A. MONSON, President


VALERIE J. MONSON, Secretary

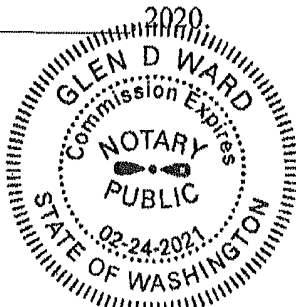

MOLLY M. STUTESMNA, Treasurer

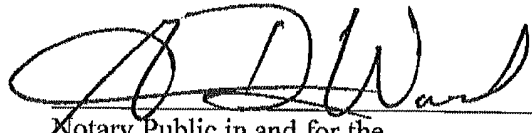
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day personally appeared before me **William A. Monson** to me known to be the President of Goose Ridge Estates at Badger Mountain South Homeowners Association and who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and, upon oath, stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of

July




Notary Public in and for the
State of Washington, residing
at Prosser, WA
My Commission expires: 2-24-21

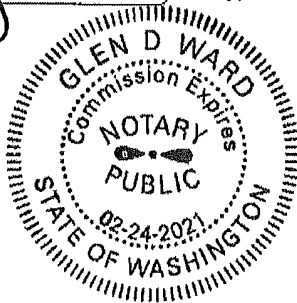
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

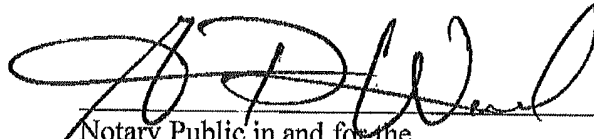
On this day personally appeared before me **Valerie J. Monson** to me known to be the Secretary of Goose Ridge Estates at Badger Mountain South Homeowners Association and who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and, upon oath, stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of

July

, 2020.

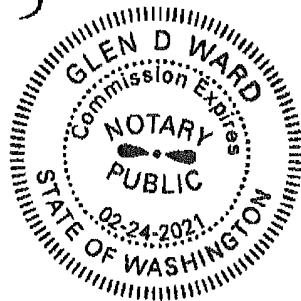



Notary Public in and for the
State of Washington, residing
at Prosser, WA
My Commission expires: 2-24-21

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day personally appeared before me **Molly M. Stutesman** to me known to be the Treasurer of Goose Ridge Estates at Badger Mountain South Homeowners Association and who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and, upon oath, stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of July, 2020.



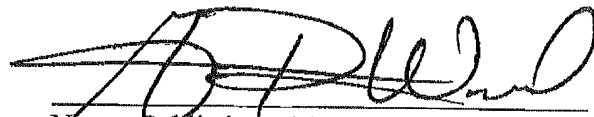

Notary Public in and for the
State of Washington, residing
at Prosser, WA
My Commission expires: 2-24-21

EXHIBIT E

2021 ASSOCIATION BUDGET

GOOSE RIDGE AT BADGER MOUNTAIN SOUTH
HOMEOWNERS ASSOCIATION
January - December 2021

2021	1603		2021 Draft Budget
<u>G/L Code</u>		<u>Operating Budget</u>	
		<u>REVENUE</u>	
4000		Assessment Income	\$49,606.00
		TOTAL REVENUE	\$49,606.00
		<u>GROUPS MAINTENANCE & REPAIR</u>	
5000		Landscape Maintenance Contract	\$12,380.00
5150		Irrigation	\$500.00
6540		Common Area Maintenance	\$2,880.00
		TOTAL GROUNDS MAINT & REPAIR	\$15,760.00
		<u>UTILITIES</u>	
7025		Electricity	\$800.00
7150		Water	\$3,000.00
		TOTAL UTILITIES	\$3,800.00
		<u>OPERATING EXPENSES</u>	
7500		Master Association Dues	\$6,360.00
7590		Insurance	\$1,800.00
7650		Legal	\$600.00
7660		Licenses and Fees	\$100.00
7690		Management Fees	\$10,625.00
7730		Office Supplies	\$375.00
7745		Reserve Transfer	\$8,836.00
7760		Tax Return Preparation	\$350.00
7570		Contingencies	\$1,000.00
		TOTAL OPERATING	\$30,046.00
		TOTAL EXPENSES	\$49,606.00
		PROJECTED REVENUE OVER EXPENSES	\$0.00
		QUARTERLY ASSESSMENT PER LOT	\$117.00
		Effective January 1, 2021	

EXHIBIT F
RESERVE STUDY



**2021
RESERVE STUDY
GOOSE RIDGE ESTATES**

Kennewick, WA 99338

Financial Year 2021 (January 1 2021 - December 31 2021)

Level 1 Full Study with Site Visit

11/10/20



A New Strategy for Reserve Funding.

Our reserve study approach is simple. We provide you with the insight needed to make fast, accurate and informed decisions. We focus on understanding your situation and providing funding solutions that are designed with your goals in mind. By focusing on the detail and the big picture we provide the information you need to best manage your reserve fund and annual contributions.

As a long-term capital budget plan, the reserve study identifies the current status of the reserve fund and whether contributions to the fund are adequate to address future needs. The report helps the Association make necessary decisions regarding the development of their reserve fund and establish expectations in relation to the timing and cost of significant repair and replacement projects.

The reserve study recommends funding through smaller monthly contributions rather than risking large, unanticipated special assessments. Regular and ongoing reserve contributions are favored over special assessment as they help distribute expenses equally between current and future owners, and establish a stable contribution rate.

The reserve study contains 'forward looking' concepts which reflect expectations with respect to certain future events and potential financial performance. Although we believe at this time that the expectations reflected within the reserve study are reasonable, no assurances can be given that such expectations will prove correct. We recommend that the reserve study be updated annually to address changing circumstances and conditions.



9 CONTRIBUTION RANGE

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EXECUTIVE SUMMARY

PROPERTY SUMMARY

ASSOCIATION NAME	Goose Ridge Estates
LOCATION	Kennewick, WASHINGTON 99338
YEAR CONSTRUCTED	2020
NUMBER OF UNITS	106
FINANCIAL YEAR	2021 (January 1 2021 - December 31 2021)
REPORT LEVEL	Level 1 Full Study with Site Visit

RESERVE FUND

PROJECT STARTING BALANCE ¹	\$0
FULLY FUNDED BALANCE, IDEAL	\$0
CURRENT PER UNIT DEFICIENCY/(SURPLUS) IN RESERVES	\$0
PERCENT FUNDED ²	0 %
INTEREST EARNED	1.00 %
INFLATION RATE ³	3.00 %

RESERVE CONTRIBUTIONS

CURRENT RESERVE FUND CONTRIBUTION	\$2,500
FULL FUNDING, MAXIMUM CONTRIBUTION	\$16,439
BASELINE FUNDING, MINIMUM CONTRIBUTION	\$8,836
SPECIAL ASSESSMENT	\$0

¹ Information in relation to the Association's finances were supplied by the Association's representative and is not audited.

² The ratio, at a particular point of time (the beginning of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage (www.caionline.org). Used to highlight the strength of the Association's reserve fund.

³ Inflation rate is based upon the average annual increase of the Consumer Price Index (CPI) over the last 30-years, as published by the US Bureau of Labor Statistics (www.labor.gov).



KEY INSIGHTS

\$0

RESERVE ACCOUNT
BALANCE

\$2,500

ANNUAL
RESERVE CONTRIBUTION

\$376,038

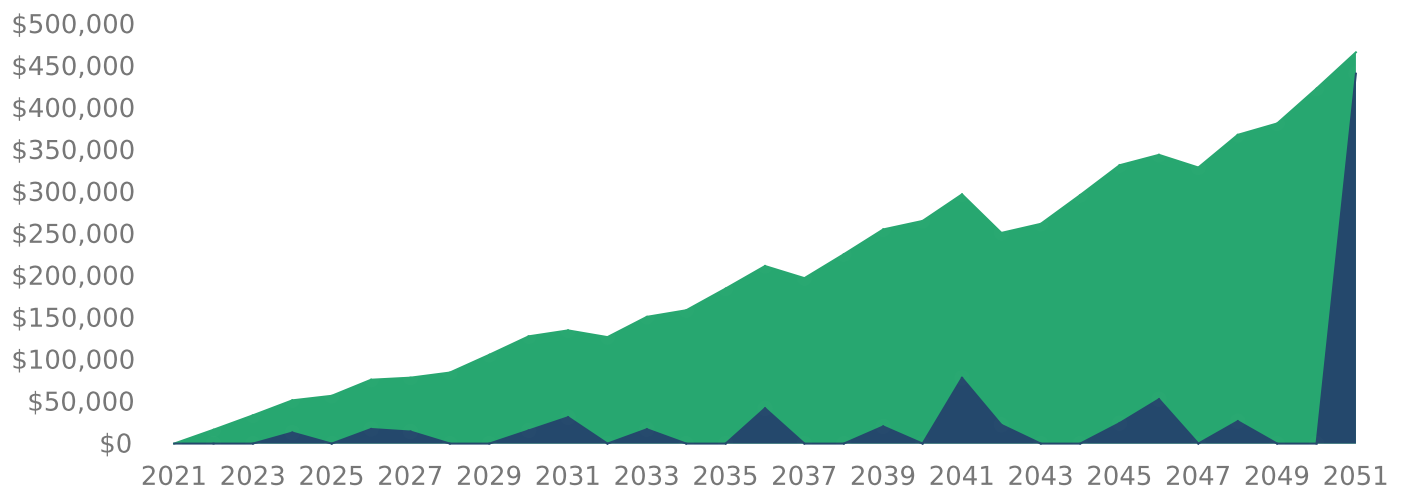
PROJECTED EXPENSES
OVER 30 YEARS

FULL FUNDING STRATEGY

Annual member contributions to the reserve fund are used to address those expenses too large or infrequent to be addressed through annual operating funds. The chart below highlights the outcome of the Full Funding strategy over the mid-to-long term.

YEAR 1-30 EXPENSES

\$376,038



STARTING BALANCE

\$0

ENDING BALANCE

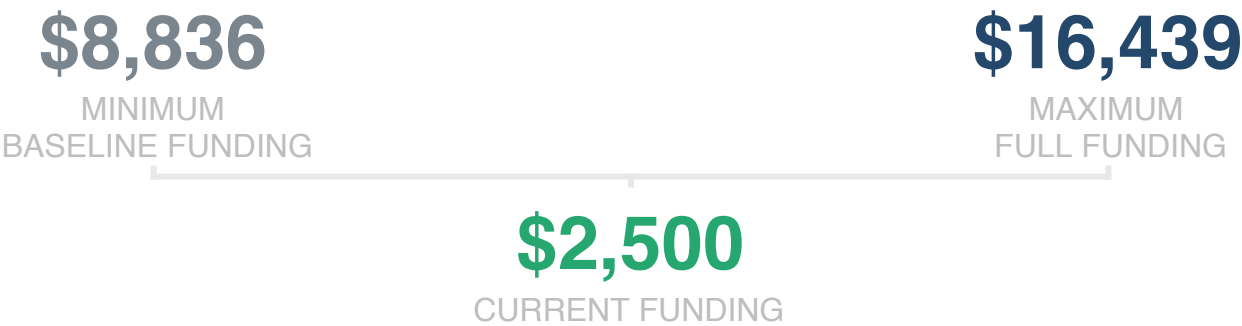
\$466,375

Note: Figures based upon the expectation that the Association will continue to increase member contributions by an inflationary rate of 3.00% annually. Year-over-year change the result of projected expenses on the Association's reserve account.



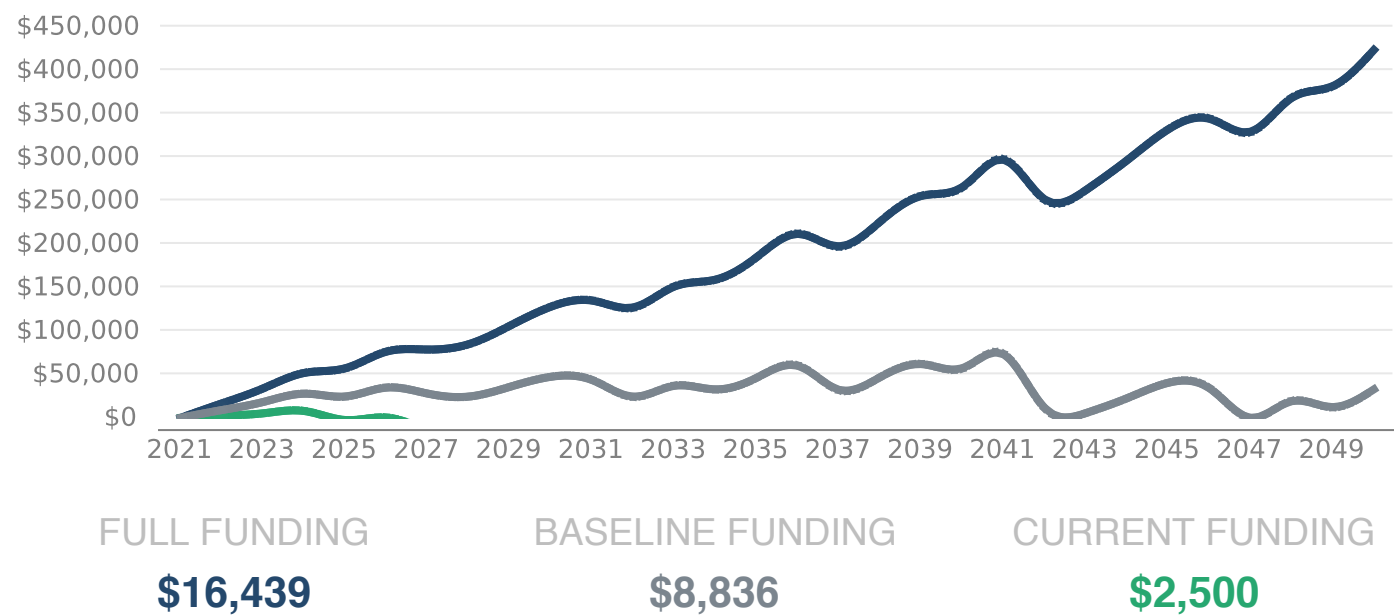
CONTRIBUTION RANGE

We recommend that reserve contributions be evenly distributed between members over the life of a community. To achieve this goal, we establish an ideal contribution range within which the Association should establish ongoing payments.



FUNDING STRATEGIES

The funding strategy chosen will have a direct impact on the growth of the Association's reserve fund. The chart below highlights the outcomes of the various funding strategies.



Note: Figures based upon the expectation that the Association will continue to increase member contributions by an inflationary rate of 3.00% annually. Year-over-year change the result of projected expenses on the Association's reserve account.



FULL FUNDING PLAN I SUMMARY

Year	Fully Funded Balance	Percentage Funded	Beginning Balance	Reserve Contribution	Special Assessment	Interest Earned	Reserve Expenditures	Ending Balance
2021	\$0	0%	\$0	\$16,439	\$0	\$82	\$0	\$16,521
2022	\$14,546	114%	\$16,521	\$16,932	\$0	\$250	\$0	\$33,704
2023	\$29,965	112%	\$33,704	\$17,440	\$0	\$424	\$0	\$51,568
2024	\$46,297	111%	\$51,568	\$17,964	\$0	\$540	\$13,113	\$56,959
2025	\$50,075	114%	\$56,959	\$18,503	\$0	\$662	\$0	\$76,124
2026	\$67,949	112%	\$76,124	\$19,058	\$0	\$770	\$17,389	\$78,562
2027	\$68,940	114%	\$78,562	\$19,629	\$0	\$812	\$14,329	\$84,675
2028	\$73,619	115%	\$84,675	\$20,218	\$0	\$948	\$0	\$105,841
2029	\$93,717	113%	\$105,841	\$20,825	\$0	\$1,163	\$0	\$127,828
2030	\$114,956	111%	\$127,828	\$21,450	\$0	\$1,307	\$15,657	\$134,928
2031	\$121,257	111%	\$134,928	\$22,093	\$0	\$1,303	\$31,394	\$126,930
2032	\$112,108	113%	\$126,930	\$22,756	\$0	\$1,383	\$0	\$151,068
2033	\$135,607	111%	\$151,068	\$23,438	\$0	\$1,542	\$17,109	\$158,940
2034	\$142,792	111%	\$158,940	\$24,142	\$0	\$1,710	\$0	\$184,792
2035	\$168,438	110%	\$184,792	\$24,866	\$0	\$1,972	\$0	\$211,630
2036	\$195,494	108%	\$211,630	\$25,612	\$0	\$2,034	\$42,065	\$197,211
2037	\$180,694	109%	\$197,211	\$26,380	\$0	\$2,104	\$0	\$225,695
2038	\$209,458	108%	\$225,695	\$27,172	\$0	\$2,393	\$0	\$255,259
2039	\$239,784	106%	\$255,259	\$27,987	\$0	\$2,590	\$20,429	\$265,407
2040	\$250,700	106%	\$265,407	\$28,826	\$0	\$2,798	\$0	\$297,032
2041	\$283,728	105%	\$297,032	\$29,691	\$0	\$2,727	\$78,313	\$251,137
2042	\$237,850	106%	\$251,137	\$30,582	\$0	\$2,553	\$22,324	\$261,948
2043	\$249,053	105%	\$261,948	\$31,499	\$0	\$2,777	\$0	\$296,225
2044	\$284,396	104%	\$296,225	\$32,444	\$0	\$3,124	\$0	\$331,793
2045	\$321,637	103%	\$331,793	\$33,418	\$0	\$3,363	\$24,394	\$344,181
2046	\$335,730	103%	\$344,181	\$34,420	\$0	\$3,350	\$52,868	\$329,082
2047	\$321,805	102%	\$329,082	\$35,453	\$0	\$3,468	\$0	\$368,003
2048	\$362,830	101%	\$368,003	\$36,516	\$0	\$3,729	\$26,655	\$381,593
2049	\$378,571	101%	\$381,593	\$37,612	\$0	\$4,004	\$0	\$423,209
2050	\$423,209	100%	\$423,209	\$38,740	\$0	\$4,426	\$0	\$466,375

\$16,439

2021
ANNUAL CONTRIBUTION

3.00 %

PERCENTAGE ANNUAL
CONTRIBUTION INCREASE

1.00 %

ANNUAL
INTEREST RATE



BASELINE FUNDING PLAN I SUMMARY

Year	Fully Funded Balance	Percentage Funded	Beginning Balance	Reserve Contribution	Special Assessment	Interest Earned	Reserve Expenditures	Ending Balance
2021	\$0	0%	\$0	\$8,836	\$0	\$44	\$0	\$8,880
2022	\$14,546	61%	\$8,880	\$9,101	\$0	\$134	\$0	\$18,116
2023	\$29,965	60%	\$18,116	\$9,374	\$0	\$228	\$0	\$27,718
2024	\$46,297	60%	\$27,718	\$9,655	\$0	\$260	\$13,113	\$24,520
2025	\$50,075	49%	\$24,520	\$9,945	\$0	\$295	\$0	\$34,760
2026	\$67,949	51%	\$34,760	\$10,243	\$0	\$312	\$17,389	\$27,927
2027	\$68,940	41%	\$27,927	\$10,551	\$0	\$260	\$14,329	\$24,409
2028	\$73,619	33%	\$24,409	\$10,867	\$0	\$298	\$0	\$35,575
2029	\$93,717	38%	\$35,575	\$11,193	\$0	\$412	\$0	\$47,180
2030	\$114,956	41%	\$47,180	\$11,529	\$0	\$451	\$15,657	\$43,503
2031	\$121,257	36%	\$43,503	\$11,875	\$0	\$337	\$31,394	\$24,321
2032	\$112,108	22%	\$24,321	\$12,231	\$0	\$304	\$0	\$36,857
2033	\$135,607	27%	\$36,857	\$12,598	\$0	\$346	\$17,109	\$32,692
2034	\$142,792	23%	\$32,692	\$12,976	\$0	\$392	\$0	\$46,060
2035	\$168,438	27%	\$46,060	\$13,365	\$0	\$527	\$0	\$59,952
2036	\$195,494	31%	\$59,952	\$13,766	\$0	\$458	\$42,065	\$32,112
2037	\$180,694	18%	\$32,112	\$14,179	\$0	\$392	\$0	\$46,683
2038	\$209,458	22%	\$46,683	\$14,605	\$0	\$540	\$0	\$61,827
2039	\$239,784	26%	\$61,827	\$15,043	\$0	\$591	\$20,429	\$57,032
2040	\$250,700	23%	\$57,032	\$15,494	\$0	\$648	\$0	\$73,174
2041	\$283,728	26%	\$73,174	\$15,959	\$0	\$420	\$78,313	\$11,240
2042	\$237,850	5%	\$11,240	\$16,438	\$0	\$83	\$22,324	\$5,437
2043	\$249,053	2%	\$5,437	\$16,931	\$0	\$139	\$0	\$22,507
2044	\$284,396	8%	\$22,507	\$17,439	\$0	\$312	\$0	\$40,258
2045	\$321,637	13%	\$40,258	\$17,962	\$0	\$370	\$24,394	\$34,197
2046	\$335,730	10%	\$34,197	\$18,501	\$0	\$170	\$52,868	\$0
2047	\$321,805	0%	\$0	\$19,056	\$0	\$95	\$0	\$19,151
2048	\$362,830	5%	\$19,151	\$19,627	\$0	\$156	\$26,655	\$12,279
2049	\$378,571	3%	\$12,279	\$20,216	\$0	\$224	\$0	\$32,720
2050	\$423,209	8%	\$32,720	\$20,823	\$0	\$431	\$0	\$53,974

\$8,836

2021
ANNUAL CONTRIBUTION

3.00 %

PERCENTAGE ANNUAL
CONTRIBUTION INCREASE

1.00 %

ANNUAL
INTEREST RATE



CURRENT FUNDING PLAN I SUMMARY

Year	Fully Funded Balance	Percentage Funded	Beginning Balance	Reserve Contribution	Special Assessment	Interest Earned	Reserve Expenditures	Ending Balance
2021	\$0	0%	\$0	\$2,500	\$0	\$13	\$0	\$2,513
2022	\$14,546	17%	\$2,513	\$2,575	\$0	\$38	\$0	\$5,126
2023	\$29,965	17%	\$5,126	\$2,652	\$0	\$65	\$0	\$7,842
2024	\$46,297	17%	\$7,842	\$2,732	\$0	\$27	\$13,113	-\$2,512
2025	\$50,075	0%	-\$2,512	\$2,814	\$0	\$0	\$0	\$302
2026	\$67,949	0%	\$302	\$2,898	\$0	\$0	\$17,389	-\$14,189
2027	\$68,940	0%	-\$14,189	\$2,985	\$0	\$0	\$14,329	-\$25,533
2028	\$73,619	0%	-\$25,533	\$3,075	\$0	\$0	\$0	-\$22,458
2029	\$93,717	0%	-\$22,458	\$3,167	\$0	\$0	\$0	-\$19,291
2030	\$114,956	0%	-\$19,291	\$3,262	\$0	\$0	\$15,657	-\$31,687
2031	\$121,257	0%	-\$31,687	\$3,360	\$0	\$0	\$31,394	-\$59,721
2032	\$112,108	0%	-\$59,721	\$3,461	\$0	\$0	\$0	-\$56,260
2033	\$135,607	0%	-\$56,260	\$3,564	\$0	\$0	\$17,109	-\$69,805
2034	\$142,792	0%	-\$69,805	\$3,671	\$0	\$0	\$0	-\$66,133
2035	\$168,438	0%	-\$66,133	\$3,781	\$0	\$0	\$0	-\$62,352
2036	\$195,494	0%	-\$62,352	\$3,895	\$0	\$0	\$42,065	-\$100,522
2037	\$180,694	0%	-\$100,522	\$4,012	\$0	\$0	\$0	-\$96,510
2038	\$209,458	0%	-\$96,510	\$4,132	\$0	\$0	\$0	-\$92,378
2039	\$239,784	0%	-\$92,378	\$4,256	\$0	\$0	\$20,429	-\$108,551
2040	\$250,700	0%	-\$108,551	\$4,384	\$0	\$0	\$0	-\$104,168
2041	\$283,728	0%	-\$104,168	\$4,515	\$0	\$0	\$78,313	-\$177,965
2042	\$237,850	0%	-\$177,965	\$4,651	\$0	\$0	\$22,324	-\$195,638
2043	\$249,053	0%	-\$195,638	\$4,790	\$0	\$0	\$0	-\$190,848
2044	\$284,396	0%	-\$190,848	\$4,934	\$0	\$0	\$0	-\$185,914
2045	\$321,637	0%	-\$185,914	\$5,082	\$0	\$0	\$24,394	-\$205,225
2046	\$335,730	0%	-\$205,225	\$5,234	\$0	\$0	\$52,868	-\$252,859
2047	\$321,805	0%	-\$252,859	\$5,391	\$0	\$0	\$0	-\$247,467
2048	\$362,830	0%	-\$247,467	\$5,553	\$0	\$0	\$26,655	-\$268,570
2049	\$378,571	0%	-\$268,570	\$5,720	\$0	\$0	\$0	-\$262,850
2050	\$423,209	0%	-\$262,850	\$5,891	\$0	\$0	\$0	-\$256,958

\$2,500

2021
ANNUAL CONTRIBUTION

3.00 %

PERCENTAGE ANNUAL
CONTRIBUTION INCREASE

1.00 %

ANNUAL
INTEREST RATE



METHODOLOGY

An important aspect of living in a common area development such as a cooperative, condominium, or homeowner Association is the community's ownership and commitment to maintain its common areas.

Association members have a vested interest in maintaining and preserving their investment. To meet these obligations, the Association should prudently prepare for the future and contribute funds into a reserve account. Periodic contributions provide the freedom to gradually accumulate funds for anticipated expenditures while limiting the need to raise large sums of money through alternative means, such as special assessments.

When implementing a policy to fund major repair or replacement, the Board must educate owners about the benefits of accumulating reserve funds in advance through periodic contributions. Benefits of a systematic accumulation of funds include:

- having assurance that funds for major repairs and replacements will be available when needed;
- development of an equitable method of charging both current and future owners for ongoing use of assets;
- preservation of the market value of individual units; and
- compliance with the governing documents, statutes, mortgages, and other similar requirements.

A reserve study recommends the preferable mode of funding through smaller monthly contributions rather than facing large, unanticipated special assessments. The reserve study provides an Association with access to information and materials that will assist them in making timely and informed decisions about their reserve fund and contributions.

A reserve study is the sum of two parts: the physical and financial analysis. The physical analysis is a result of the on-site collection and review of data specific to the property's reserve components, common areas, and limited common areas. Through an onsite inspection and the use of source materials, the Reserve Specialist quantifies and establishes the reserve component inventory and assesses the physical condition of the Association's reserve components. Data from the physical analysis is used to define the scope and timing of future anticipated expenses.

The financial analysis evaluates the condition of the Association's reserve fund in relation to its income and anticipated expenses. It appraises the adequacy of the reserve fund, and associated member contributions, against the current and future expenditures of the Association. To adequately forecast these expenditures over the 30-year projection period, current costs, projected inflation, and interest rates must be established. Recommendations are then provided to establish a reserve fund that addresses anticipated expenses, without having to resort to special assessments.

Due to the long-term nature of a reserve study, certain assumptions must be made. Every effort has been made to ensure that the recommendations are based upon reliable and experienced sources in the building industry. However, there can be no guarantee that events will occur at the predicted specific intervals, or that they will occur at all. Any reserve study must be viewed in the light of circumstances existing at the actual time of the study.



PHYSICAL ANALYSIS

As part of this reserve study a comprehensive list of reserve components (major common and limited common elements) has been compiled. Estimates for the useful life, remaining life, plus current repair and replacement costs for each of these reserve components have been calculated. This list is not intended to be exhaustive. However, an inaccurate or incomplete list of components can have an adverse impact upon the Association's long-term funding plan.

Site Inspection

A site inspection is conducted to assess the general condition of the property and its common areas. The on-site inspection is visual in nature, and no destructive or invasive testing is conducted. Observations are recorded using a representative sampling of the Association's common areas and reserve components. The component inventory and associated field measurements are also substantiated as part of the inspection.

Reserve Components

Determination of what constitutes a reserve component is dependent on a number of factors. A four-part test is generally used to distinguish a reserve item from an operational or maintenance expense. A component is included as a reserve item only if it satisfies ALL criteria outlined below:

- It is part of the Association's common and limited common area responsibilities.
- It has a predictable useful service life.
- Its useful life fits within the projection period. This means that components with a life of 30 years or more may not be included as part of the report if it is determined that they will last beyond the projection period.
- Its cost for repair or replacement is too high to include as part of the operating budget.

The components of common property that an Association includes in its reserve funding plan are also dependent on the type of project, the construction properties and the Association's applicable governing documents and state statutes.

Component Useful Life

The useful life of a reserve component relates to the number of years it is expected to last, given reasonable care and maintenance. The prediction of reserve and building component life can be no more than an informed estimate based upon information made available at the time of the report's development. Consideration is given to vendor recommendations, material warranty information provided at the time of the report's development, along with other published sources. The data and service life estimates in this report are based on information gathered from various groups and industry sources as outlined below:

- Historical data and feedback from the Association;
- Management groups and maintenance managers;
- Manufacturer recommendations and industry standards;
- Published sources of service life data;
- Manufacturers' and suppliers' data.



Component Remaining Useful Life

The remaining life of a reserve component refers to the number of years left before an item's expected repair or replacement. A component's remaining life is contingent upon the following factors:

- Age/years in service;
- Physical condition;
- Frequency and quality of inspections and maintenance;
- General use;
- Environment, impact of weather and building location;
- Installation methods that meets or exceed industry standards;
- Design and quality of materials used.

In addition to deterioration or anticipated failure of a component, the longevity may be impacted by obsolescence. The accuracy of the estimate is contingent upon reliable information made available at the time of the report's development. It is important to note that even with the highest degree of diligence and experience, outcomes will vary, and no guarantee can be given as to the timing or service life of the reserve components. All service life assessments in this report are based on the assumption that installation is carried out in accordance with manufacturer's recommendations and installation instructions, together with industry standards of workmanship.

FINANCIAL ANALYSIS

An Association, like any business entity, must prepare financially for the replacement and repair of its assets. Reserve study funding analysis is an important part of the annual budget process. Reserve funding should be reviewed at least once annually to help determine the annual assessment to be charged to members. The following elements are used in the financial analysis.

Recommended Funding Rate

We advocate a program of regular reserve fund contributions and promote a gradual means of reserving for future repair and replacement expenses. Recommended contributions are set at a level where they require only minor annual increases. The rate is designed to distribute the anticipated cost of common property ownership equitably between all members over the entire projection period.

Fully Funded Balance

The Fully Funded balance is equal to the total depreciable cost of all the Association's reserve components. It is determined by dividing each reserve component's cost by its useful life, and multiplying that by the number of years the component has been in service (effectively its age). In essence, the depreciated or 'used up' value of a component is utilized to establish an amount that the Association should have saved by a particular time. The recommendations in this report are based upon a Full Funding plan, which sets the goal of achieving one hundred percent fully funded reserves by the end of the 30-year projection period. We advocate full funding as we feel that this approach provides a solid platform to address future needs, thus dramatically reducing the need for special assessment.



Percent Funded

An Association's reserve fund status is assessed by comparing the ratio of actual or projected funds available versus how much they 'should have saved'. The result is presented as a percentage and is commonly known as "percent funded". In other words, percent funded is calculated by dividing the Association's current reserve fund balance by the fully funded balance. This equation is an industry measure of how well prepared an Association is to meet its current and future repair and replacement obligations. Percent funded highlights the strength of the Association's reserve account in relation to the anticipated costs of repair and replacement.

Reserve Component Cost

Current cost estimates for reserve components are derived from a variety of sources but typically are based on cost data sourced from national construction estimators (R.S. Means) and vendor pricing acquired from regional contractors and suppliers. All cost estimates formulated from national estimators are based upon the latest specific geographical information for the area. Future cost estimates are determined by applying the assumed annual inflation rate to the current cost of each component.

Individual cost estimates are for budgeting purposes only. Actual construction costs can vary significantly due to economies of scale, material availability, labor, seasonal considerations, and other factors beyond our control. We recommend that project costs be substantiated well in advance of the anticipated date of repair and replacement. A detailed evaluation by a qualified professional should also be undertaken to establish the scope and budget of each project.

Cost estimates do not account for permits, architectural, or project management fees that may be required. Allowances and contingencies must also be added to the total as the scope of work is defined.

Inflation Rate

The effect of inflation on the cost of reserve components is a key factor in the financial projections. Historically, the cost of construction materials and labor rise at a higher rate than that experienced by the general economy. RSG has chosen to use an inflationary multiplier that is somewhat higher than the current general consumer index for inflation. The rate used is based upon the historical average of inflation over the last 30 years. This rate reflects a realistic appreciation of future costs for reserve components and assists the Association in adequately budgeting for increasing cost.

Interest Rate

The interest rate used in this report is formulated on a conservative rate of return. Unless otherwise advised by the Association, an assumed net interest rate of 1.00% is used. RSG offers no guarantee or opinion in relation to investment decisions made by the Association or the rate of return achieved.

Current Reserve Fund Balance

The analysis, recommendations, and financial projections made within this report are heavily reliant on information provided by the Association and its representatives. The starting reserve fund balance (current or projected) and member contribution totals are supplied by these sources. This information has not been audited nor have the financial projections or recommendations.

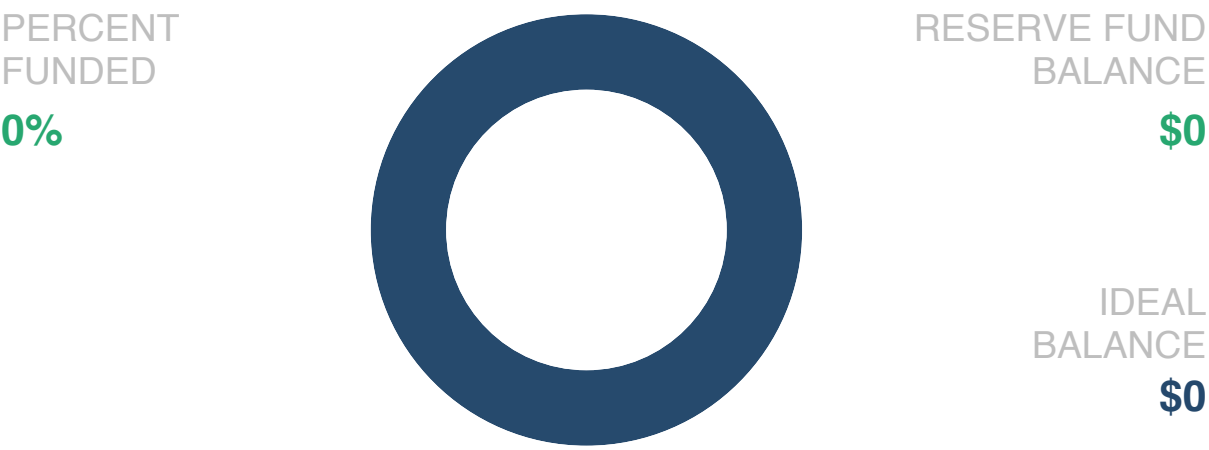


FINANCIAL ANALYSIS

This section of the report is intended to provide the association with the awareness to adequately plan for the ongoing major maintenance, repair and replacement of their common property components. The recommendations included within this report represent one scenario, and are not intended to represent the only means of achieving the association’s goals. We recommend that the Board of Directors use the following information as a guide in planning for their future objectives.

Percent Funded

The Percent Funded equation is the industry measure of how well prepared an association is to meet its current and future repair and replacement obligations. Percent funded highlights the strength of the association’s reserve account in relation to its anticipated costs of repair and replacement. The higher the funded level, the less exposed an association is to market conditions, unanticipated expenses or events, and fluctuations in the general economy.



An Association at or below a funding level of 30% has an increased risk of requiring special assessments to meet their ongoing obligations, as compared to Associations with higher funding levels. A level of funding at and above 60% is categorized as good or well funded. We recommend that associations look to achieve and maintain funding levels at and above 60%, with a preference to being 100% funded.

Funding Goals

There is a range of funding alternatives available to the association. In our opinion the strategy chosen should not only meet the immediate needs and risk tolerance of current members, but also the longer term needs of the association.

The association needs to establish a reserve contribution rate which, at a minimum, meets their anticipated financial needs without having to resort to special assessment or deferred maintenance. In addition, the funding goal needs to be prudent enough to meet the expectations of current members while not unfairly burdening future owners.



FULL FUNDING

Establishes a goal of achieving one hundred percent fully funded reserves by the end of the projection period.

THRESHOLD FUNDING

Sets out to keep the cash reserves above a specified dollar or percent funded amount for the duration of the projection period.

BASELINE FUNDING

Establishes a goal of maintaining a reserve account balance above zero dollars throughout the study period.

The minimum funding goal needed to meet planned expenditure is Baseline Funding. Baseline Funding maintains the reserve account at or above zero dollars, but leaves the association with no contingency to address unanticipated outcomes. Threshold funding is a strategy designed to provide for this contingency by keeping cash reserves above a specific dollar amount or percent funded level.

The reserve fund plan highlighted in this report is based upon the Full Funding program of reserve contributions. The Full Funding plan highlights an ideal level of contributions which will enable an association to be 100% funded by the end of the projection period. As stated previously, we recommend that the association implement a program that moves them toward and maintains a funding level of 60-100%.



RESERVE COMPONENT LIST

Component	Useful Life	Remaining Useful Life	Quantity	Unit of Measure	Unit Cost	Current Cost
General Site - Asphalt Walkway, Resurface	30	30	41800	SF	\$3.50	\$146,300
General Site - Asphalt Walkway, Repair	10	10	41800	SF	\$0.20	\$8,360
General Site - Landscape, Irrigation System Repair	3	3	1	Allowance	\$12,000.00	\$12,000
General Site - Landscape, Renewal	20	20	1	Lump Sum	\$20,000.00	\$20,000
General Site - Drainage, Stormwater System	5	5	1	Allowance	\$15,000.00	\$15,000
General Site - Mailboxes, Cluster Box Units	25	25	5	Each	\$2,050.00	\$10,250
TOTALS						\$211,910

Notes

Readers should be aware that certain property elements are considered 'long life' elements and are not accounted for within the reserve study in conjunction with elements that are or can be managed as part of the Association's operating budget.

Cost estimates do not account for permits, architectural, or project management fees that may be required. Allowances and contingencies must also be added to the total as the scope of work is defined.

Outside of periodic repairs and ongoing maintenance, complete replacement of the storm-water system is not anticipated. Ongoing review and maintenance will help the Association address issues related to system overload, broken pipes or equipment failure prior to the onset of larger failures and greater costs.

Multi-use, recreational walking paths throughout the community will require ongoing preventative maintenance to reduce anticipated deterioration and extend pavement life.



FULLY FUNDED BALANCE

Component	Current Cost	Current Fully Funded Balance	Annual Cost	% Annual Cost
General Site - Asphalt Walkway, Resurface	\$146,300	\$0	\$4,877	34.53%
General Site - Asphalt Walkway, Repair	\$8,360	\$0	\$836	5.92%
General Site - Landscape, Irrigation System Repair	\$12,000	\$0	\$4,000	28.32%
General Site - Landscape, Renewal	\$20,000	\$0	\$1,000	7.08%
General Site - Drainage, Stormwater System	\$15,000	\$0	\$3,000	21.24%
General Site - Mailboxes, Cluster Box Units	\$10,250	\$0	\$410	2.90%
TOTALS	\$211,910	\$0	\$14,123	100%



RESERVE EXPENSES 1-5 YEARS

Component	2021	2022	2023	2024	2025
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$0	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$0	\$0	\$0	\$13,113	\$0
General Site - Landscape, Renewal	\$0	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$0	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$0	\$0	\$0	\$0	\$0
Annual Expenditure	\$0	\$0	\$0	\$13,113	\$0



RESERVE EXPENSES 6-10 YEARS

Component	2026	2027	2028	2029	2030
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$0	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$0	\$14,329	\$0	\$0	\$15,657
General Site - Landscape, Renewal	\$0	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$17,389	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$0	\$0	\$0	\$0	\$0
Annual Expenditure	\$17,389	\$14,329	\$0	\$0	\$15,657



RESERVE EXPENSES 11-15 YEARS

Component	2031	2032	2033	2034	2035
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$11,235	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$0	\$0	\$17,109	\$0	\$0
General Site - Landscape, Renewal	\$0	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$20,159	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$0	\$0	\$0	\$0	\$0
Annual Expenditure	\$31,394	\$0	\$17,109	\$0	\$0



RESERVE EXPENSES 16-20 YEARS

Component	2036	2037	2038	2039	2040
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$0	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$18,696	\$0	\$0	\$20,429	\$0
General Site - Landscape, Renewal	\$0	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$23,370	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$0	\$0	\$0	\$0	\$0
Annual Expenditure	\$42,065	\$0	\$0	\$20,429	\$0



RESERVE EXPENSES 21-25 YEARS

Component	2041	2042	2043	2044	2045
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$15,099	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$0	\$22,324	\$0	\$0	\$24,394
General Site - Landscape, Renewal	\$36,122	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$27,092	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$0	\$0	\$0	\$0	\$0
Annual Expenditure	\$78,313	\$22,324	\$0	\$0	\$24,394



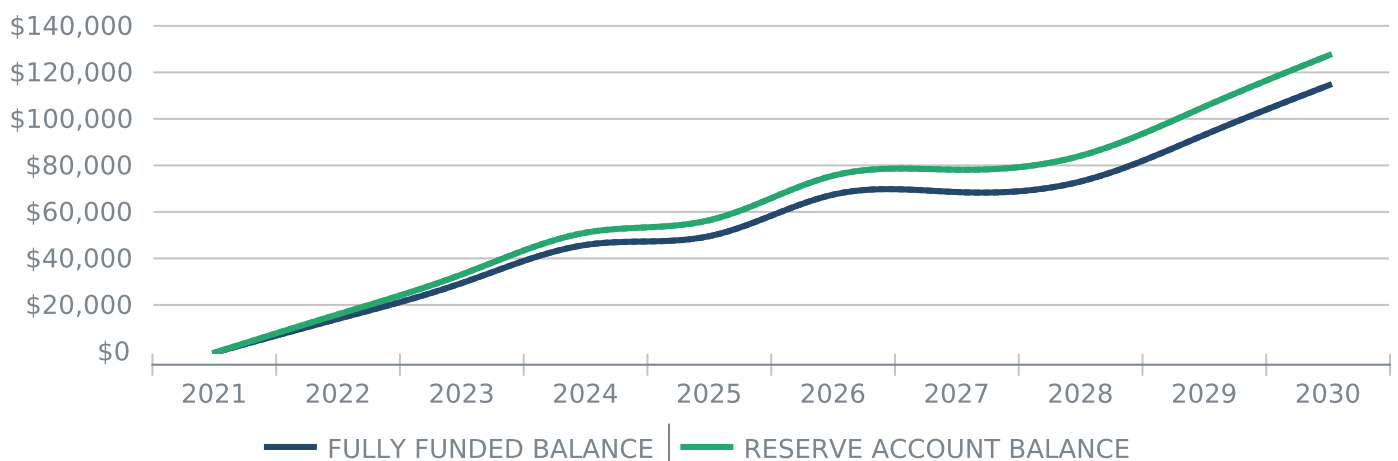
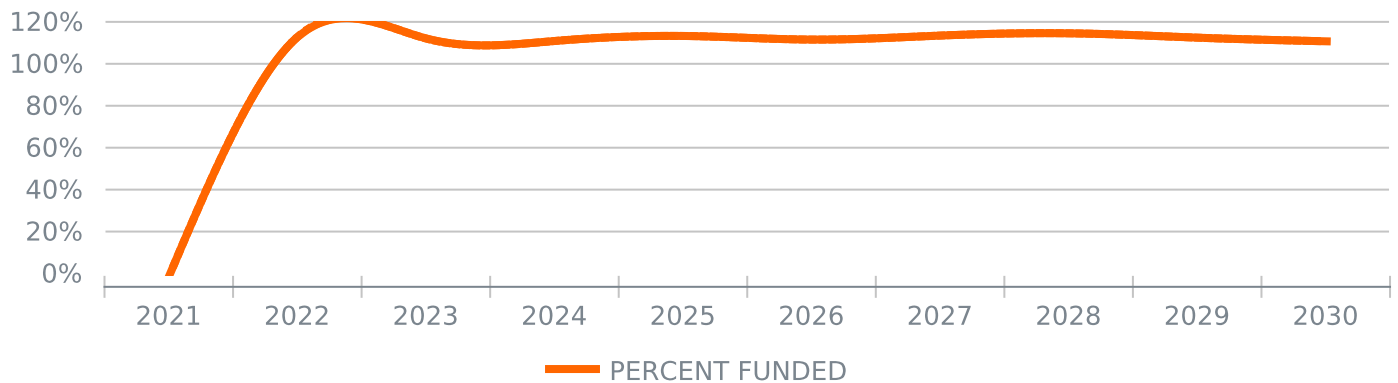
RESERVE EXPENSES 26-30 YEARS

Component	2046	2047	2048	2049	2050
General Site - Asphalt Walkway, Resurface	\$0	\$0	\$0	\$0	\$0
General Site - Asphalt Walkway, Repair	\$0	\$0	\$0	\$0	\$0
General Site - Landscape, Irrigation System Repair	\$0	\$0	\$26,655	\$0	\$0
General Site - Landscape, Renewal	\$0	\$0	\$0	\$0	\$0
General Site - Drainage, Stormwater System	\$31,407	\$0	\$0	\$0	\$0
General Site - Mailboxes, Cluster Box Units	\$21,461	\$0	\$0	\$0	\$0
Annual Expenditure	\$52,868	\$0	\$26,655	\$0	\$0



FULL FUNDING PLAN 1-10 YEARS

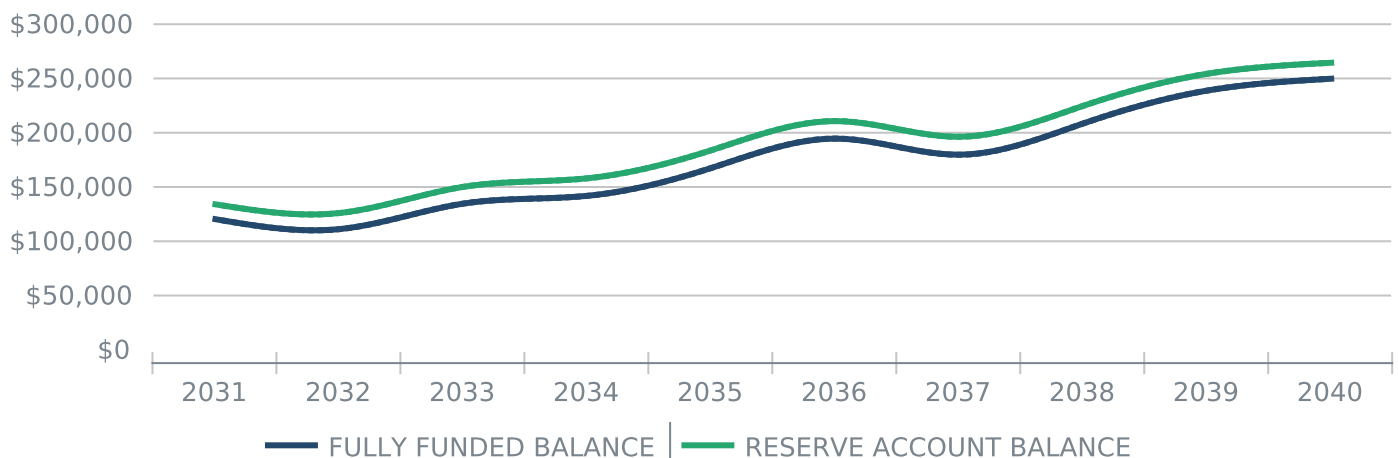
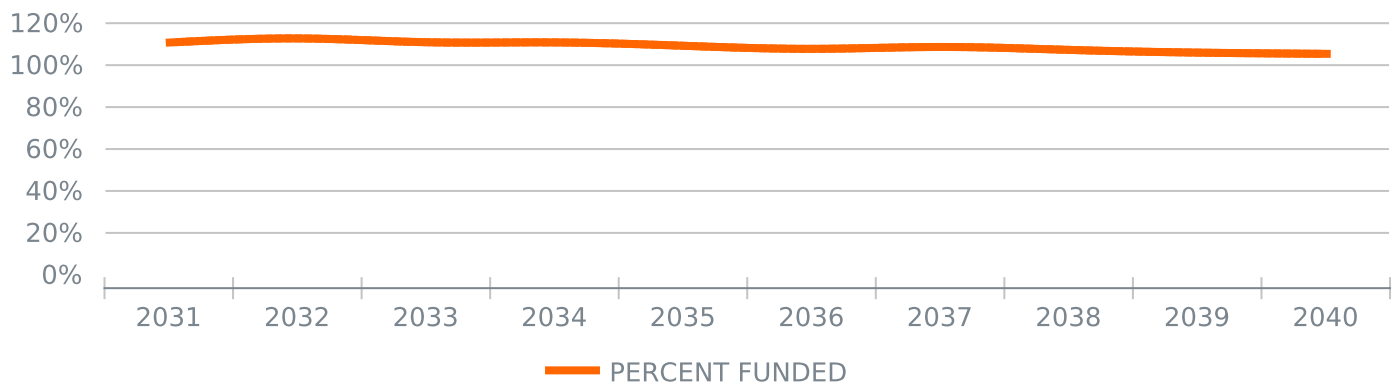
YEAR 1-10	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Fully Funded Balance	\$0	\$14,546	\$29,965	\$46,297	\$50,075	\$67,949	\$68,940	\$73,619	\$93,717	\$114,956
Percentage Funded (%)	0%	114%	112%	111%	114%	112%	114%	115%	113%	111%
Beginning Balance	\$0	\$16,521	\$33,704	\$51,568	\$56,959	\$76,124	\$78,562	\$84,675	\$105,841	\$127,828
Reserve Contribution	\$16,439	\$16,932	\$17,440	\$17,964	\$18,503	\$19,058	\$19,629	\$20,218	\$20,825	\$21,450
Avg Unit Contribution (mth)	\$12.92	\$13.31	\$13.71	\$14.12	\$14.55	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86
Contribution Increase (%)	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earned	\$82	\$250	\$424	\$540	\$662	\$770	\$812	\$948	\$1,163	\$1,307
Reserve Expenditures	\$0	\$0	\$0	\$13,113	\$0	\$17,389	\$14,329	\$0	\$0	\$15,657
ENDING BALANCE	\$16,521	\$33,704	\$51,568	\$56,959	\$76,124	\$78,562	\$84,675	\$105,841	\$127,828	\$134,928





FULL FUNDING PLAN 11-20 YEARS

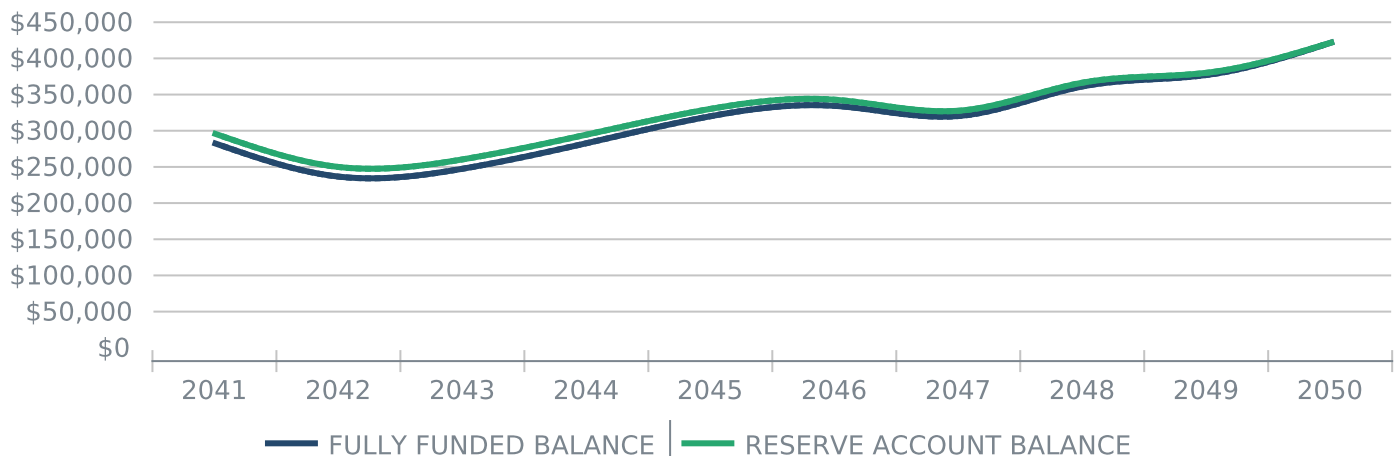
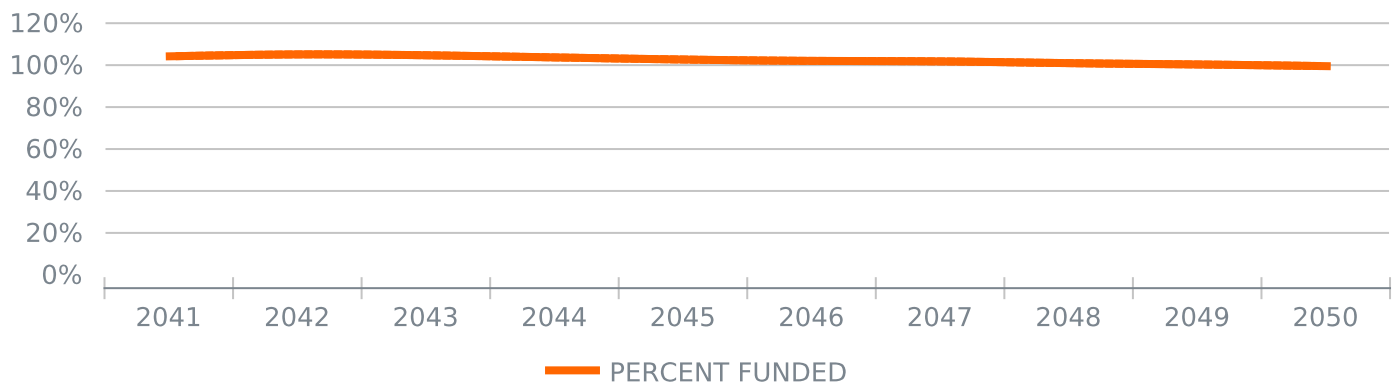
YEAR 11-20	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Fully Funded Balance	\$121,257	\$112,108	\$135,607	\$142,792	\$168,438	\$195,494	\$180,694	\$209,458	\$239,784	\$250,700
Percentage Funded (%)	111%	113%	111%	111%	110%	108%	109%	108%	106%	106%
Beginning Balance	\$134,928	\$126,930	\$151,068	\$158,940	\$184,792	\$211,630	\$197,211	\$225,695	\$255,259	\$265,407
Reserve Contribution	\$22,093	\$22,756	\$23,438	\$24,142	\$24,866	\$25,612	\$26,380	\$27,172	\$27,987	\$28,826
Avg Unit Contribution (mth)	\$17.37	\$17.89	\$18.43	\$18.98	\$19.55	\$20.14	\$20.74	\$21.36	\$22.00	\$22.66
Contribution Increase (%)	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earned	\$1,303	\$1,383	\$1,542	\$1,710	\$1,972	\$2,034	\$2,104	\$2,393	\$2,590	\$2,798
Reserve Expenditures	\$31,394	\$0	\$17,109	\$0	\$0	\$42,065	\$0	\$0	\$20,429	\$0
ENDING BALANCE	\$126,930	\$151,068	\$158,940	\$184,792	\$211,630	\$197,211	\$225,695	\$255,259	\$265,407	\$297,032





FULL FUNDING PLAN 21-30 YEARS

YEAR 21-30	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Fully Funded Balance	\$283,728	\$237,850	\$249,053	\$284,396	\$321,637	\$335,730	\$321,805	\$362,830	\$378,571	\$423,209
Percentage Funded (%)	105%	106%	105%	104%	103%	103%	102%	101%	101%	100%
Beginning Balance	\$297,032	\$251,137	\$261,948	\$296,225	\$331,793	\$344,181	\$329,082	\$368,003	\$381,593	\$423,209
Reserve Contribution	\$29,691	\$30,582	\$31,499	\$32,444	\$33,418	\$34,420	\$35,453	\$36,516	\$37,612	\$38,740
Avg Unit Contribution (mth)	\$23.34	\$24.04	\$24.76	\$25.51	\$26.27	\$27.06	\$27.87	\$28.71	\$29.57	\$30.46
Contribution Increase (%)	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Earned	\$2,727	\$2,553	\$2,777	\$3,124	\$3,363	\$3,350	\$3,468	\$3,729	\$4,004	\$4,426
Reserve Expenditures	\$78,313	\$22,324	\$0	\$0	\$24,394	\$52,868	\$0	\$26,655	\$0	\$0
ENDING BALANCE	\$251,137	\$261,948	\$296,225	\$331,793	\$344,181	\$329,082	\$368,003	\$381,593	\$423,209	\$466,375





PHYSICAL ANALYSIS

This section of the report provides specific information regarding the physical condition of the property and common area assets. The data that follows is a result of the visual [non-intrusive] site review.

SITE INSPECTION

An on-site field survey was conducted to assess the general condition of the property and its reserve components. The survey was visual in nature, and no destructive or invasive testing was conducted. Observations were recorded using a representative sampling of the Association's common areas and reserve components. The component inventory and associated field measurements were also substantiated as part of the inspection. Due to the general and non-invasive nature of the site inspection, RSG cannot comment on components and conditions not visible to the naked eye.

MAINTENANCE GUIDE

The Maintenance guide focuses on reserve components that account for a significant percentage of the Association's reserve fund budget. Ongoing review and maintenance of all common area assets is generally recommended, although in some cases it is critical that such activities occur on a frequent and regular basis. Condition and performance of the Association's common areas assets is contingent on the implementation of a comprehensive program of preventative maintenance.

COMPONENT INVENTORY

The component inventory summarizes associated costs of each reserve component, and additionally highlights those components which require further review. The inventory provides a visual reference point for understanding the Association's common area responsibilities.



SITE INSPECTION SUMMARY

A visual noninvasive inspection of the property was conducted on October 8th 2020. Recommendations contained within the report are based upon conditions viewed as part of the site inspection as well as reference materials obtained from the client, public resources and associated vendors.





MAINTENANCE GUIDE

The life expectancy estimates of reserve components highlighted in this report can be greatly affected by the quality and level of maintenance received. To achieve the goals set within this report, a preventative maintenance program needs to support the scheduled cycle of repair and replacement.




MAINTENANCE LOG BOOK

We recommend use of a log book to record all maintenance work carried out, including a description of the work, date of completion, estimated and actual cost, contractor and warranty information. By implementing this simple practice, a log book can provide a valuable source for future budgeting.

INSPECTIONS

Regular inspections are basic to planned maintenance. There is no general rule on how often maintenance surveys need to be carried out. Frequency is generally influenced by the rates of decay and deterioration of various building elements. However, the main purpose of a maintenance plan is to provide guidance to the Association. We have proposed a conservative approach that results in inspections at shorter intervals. Gradually as more information and background data is collected, we recommend that the Association adjust the interval timing to meet their needs.

Three categories have been used to highlight the various types of maintenance activities that must be carried out:

-  Inspect
-  Owner Review
-  Maintenance

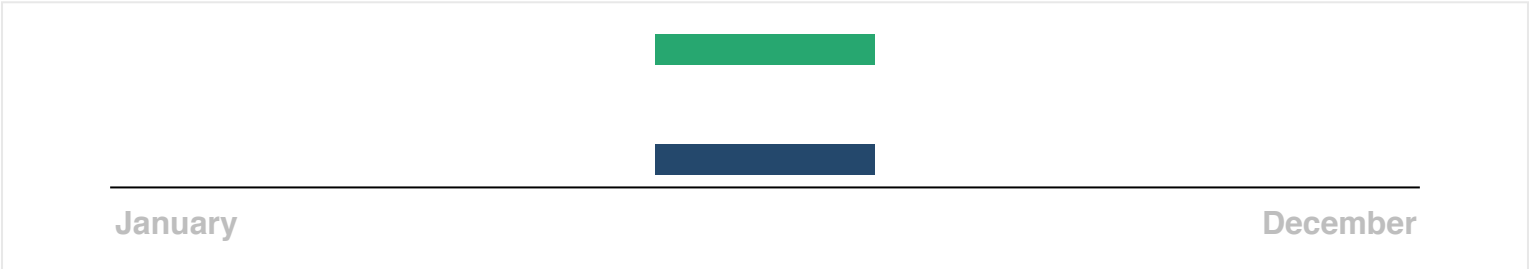
It should be noted that the maintenance activities outlined in the following pages are general in nature and should be used as a guideline. The activities are not intended to replace any manufacturer, trade association, and/or other professional recommendations made available to the Association. Warranties (manufacturer or service) should also be carefully reviewed prior to engaging maintenance or repair services. Readers should consult with the appropriate professionals before taking any action.



MAINTENANCE GUIDE

Asphalt Maintenance

Schedule



INSPECT ANNUALLY

- Evaluate overall condition and identify short and long term needs.
- Obtain detailed description of maintenance requirements and general condition.
- Inspect striping needs and coordinate with annual repairs.

MAINTAIN ANNUALLY

- Repair and fill all cracks that may have formed.
- Address more progressive issues or wear with corrective maintenance or rehabilitation such as full depth patching.

General Site

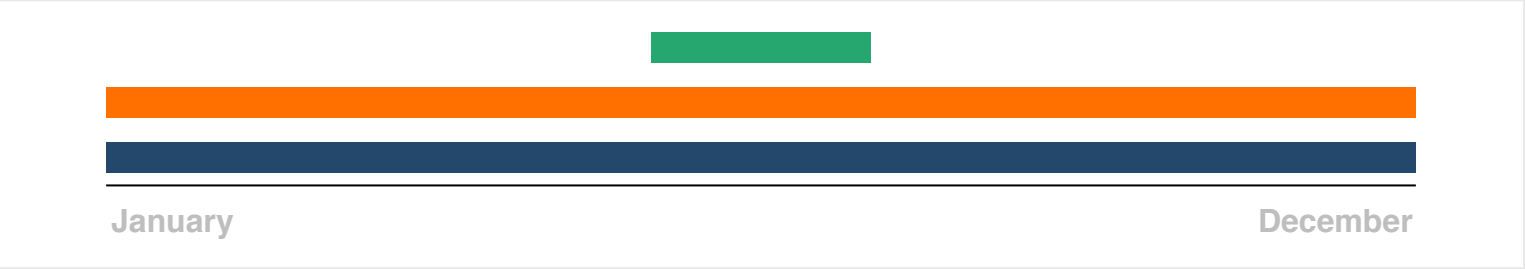
Asphalt Walkway, Repair

Seal coating is a surface treatment designed to seal and protect the asphalt pavement from harmful environmental conditions and enhance its wearing properties. Seal coat treatments help in deferring the need for major preventative or rehabilitative maintenance or resurfacing. Maintenance treatments, such as seal coats, should be used in conjunction with other preventative maintenance activities, including crack sealing and patching.



MAINTENANCE GUIDE

Irrigation System Maintenance Schedule



INSPECT ANNUALLY

- Look at water usage and undertake a design review if required.
- Inspect entire system for lateral breaks, damaged heads, and associated issues.

OWNER REVIEW MONTHLY

- Monitor and report problems in relation to zone coverage and damaged equipment.

MAINTAIN MONTHLY

- Review and replace any non-functioning electronic timers.
- Address system leaks, broken or misdirected sprinkler heads as needed.
- Install rain shut-off devices where possible.

General Site

Landscape, Irrigation System Repair

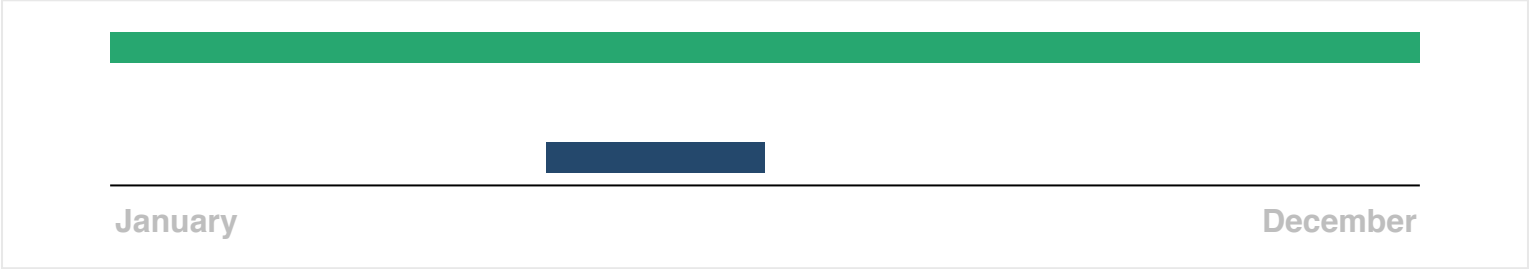
Performance, reliability and efficiency of the irrigation system is crucial to maintaining the landscaped areas throughout the community. Regular system maintenance coupled with constant monitoring of plant health and system hardware will ensure the best results.



MAINTENANCE GUIDE

Mailbox Facilities Maintenance

Schedule



January

December

INSPECT
MONTHLY

- Review and replace faulty hinges, locks or doors.

MAINTAIN
ANNUALLY

- Clean mailboxes to remove accumulated dirt and organic growth.

General Site

Mailboxes, Cluster Box Units

The Association’s pedestal mounted cluster mailbox units will require replacement to help address functionality, security and cosmetic issues related to the existing units. Routine inspections and maintenance will help address small repairs to lock cylinders, hinges and surfaces.

COMPONENT INVENTORY



The following inventory summarizes the key data points of each reserve component funded through the Association's reserves. The list of components is unique to the Association and may serve as a general guide in determining the current condition and level of care needed to adequately maintain each component.

General Site - Asphalt Walkway, Resurface

Current Cost \$146,300	Estimated Quantity 41800 SF	Work Required Replace	Action Required 2051
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General Site - Asphalt Walkway, Repair

Current Cost \$8,360	Estimated Quantity 41800 SF	Work Required Maintain	Action Required 2031
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General Site - Landscape, Irrigation System Repair

Current Cost \$12,000	Estimated Quantity 1 Allowance	Work Required Repair	Action Required 2024
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General Site - Landscape, Renewal

Current Cost \$20,000	Estimated Quantity 1 Lump Sum	Work Required Replace	Action Required 2041
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COMPONENT INVENTORY



General Site - Drainage, Stormwater System

Current Cost	Estimated Quantity	Work Required	Action Required
\$15,000	1 Allowance	Maintain	2026

General Site - Mailboxes, Cluster Box Units

Current Cost	Estimated Quantity	Work Required	Action Required
\$10,250	5 Each	Replace	2046



DISCLOSURES

As a guideline for establishing and spending reserves, it is assumed that the reserve study will be regularly updated to address the Association's changing physical and financial circumstances. As such this report is valid at the date shown and Reserve Study Group, LLC (RSG) cannot be held responsible for subsequent changes in physical/chemical environmental conditions and/or legislation over which we have no control.

This reserve study is based on visual inspections of the physical plant's major components. No invasive or destructive testing, or testing of materials was conducted during the inspections, or at any other time during the preparation of this report. It is assumed that all building and ancillary components have been designed and constructed properly and that life cycles will approximate normal industry performance standards. RSG shall not be responsible for accurate determination of remaining life expectancies of components that may have been improperly designed and constructed. Our opinions of the remaining life expectancy of the property's components do not represent a guarantee or warranty of performance in relation to the product, materials or workmanship.

Cost estimates used represent a preliminary opinion only and are neither a quote nor a warranty of actual costs that may be incurred. These estimates are based on typical cost data that may not fully characterize the scope of the underlying property conditions. It should be anticipated that actual cost outcomes will be impacted by varying physical and economic conditions, maintenance practices, changes in technology, and future regulatory actions.

The authors of this report make no representation or warranty, expressed or implied, with respect to the contents of this publication or any part thereof and cannot accept any legal responsibility or liability for any inaccuracies, errors or omissions contained in this publication or any part thereof. Our best professional judgment has been used, however certain facts forming the basis of this report are subject to professional interpretation and differing conclusions could be reached.

RSG nor any of its representatives, agents or employees maintain management roles or vested interest in, or have other business relationships with the Association. There is no perceived or actual conflicts of interest between RSG and the Association. Our reserve studies are prepared by a reserve study professional and also comply with the requirements of the Washington Unified Common Interest Act (WUCIOA).

This reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require the association to (1) defer major maintenance, repair, or replacement, (2) increase future reserve contributions, (3) borrow funds to pay for major maintenance, repair, or replacement, or (4) impose special assessments for the cost of major maintenance, repair, or replacement.



GLOSSARY OF TERMS

Component

The individual line items in the Reserve Study which are included in the Physical Analysis. These elements form the building blocks for the Reserve Study.

Estimated Useful Life

The estimated time, in years, that a reserve component can be expected to serve its intended function if properly constructed in its present application or installation.

Fully Funded

When the actual (or projected) Reserve balance is equal to the Fully Funded Balance.

Fully Funded Balance (FFB)

The Reserve balance that is in direct proportion to the fraction of life “used up” of the current Repair or Replacement cost. This number is calculated for each component, then summed together for an Association total.

$$\text{FFB} = \text{Current Cost} \times \text{Effective Age} / \text{Useful Life}$$

Percent Funded

The ratio, at a particular point of time, of the actual Reserve Balance to the Fully Funded Balance (FFB), expressed as a percentage.

Remaining Useful Life

The estimated time, in years, that a Reserve Component can be expected to continue to service its intended function. Projects anticipated to occur in the initial year have a “zero” Remaining Life.

Unit Cost Estimate

The cost of replacing, repairing, or restoring a Reserve Component to its original functional condition. The Current Replacement Cost would be the cost to replace, repair, or restore the component during the current year.

Unit of Measure

Various units of measure have been used to quantify the amounts and costs in relation to each reserve component. Below are the key units used as part of this report.

SF = Square Foot

SY = Square Yard

LF = Linear Foot

SQUARE = 100 Square Feet (Roofing)



EXHIBIT G

**COMMUNITY DECLARATION OF BADGER MOUNTAIN SOUTH
MASTER ASSOCIATION**



AFTER RECORDING RETURN TO:

BURLEIGH LAW, PLLC
3202 HARBORVIEW DRIVE, STE 201
GIG HARBOR, WA 98335

**SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BADGER MOUNTAIN SOUTH**

GRANTOR: NorAm Investment, LLC, a Washington limited liability company

GRANTEE: The Public

LEGAL DESCRIPTION: Secs. 29, 31-33, T 9, R 28 E, and Sec. 4, T 8, T 28E, WM. Complete Legal Description is attached hereto as Exhibit A.

ASSESSOR'S TAX PARCEL NOS.: 104881000001000, 104884030009000, 104884030010000, 104881000002007, 104884000001003, 129982000001003, 129982000001002, 131981000001001, 132981000002004, 132981000002005, 132981000002002, and 133983000001000

REFERENCE: Replaces 2013-015617.

THIS SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BADGER MOUNTAIN SOUTH is made by NOR AM Investment, LLC, a Washington limited liability company ("Master Declarant").

The Master Declarant is the owner of the real property in Benton County, Washington commonly known as Badger Mountain South. For purposes of this Master Declaration, "Badger Mountain South" shall be the property legally described in Exhibit A attached hereto except the portion described in Exhibit B attached hereto. The Master Declarant hereby covenants, agrees and declares that all of the real property in Badger Mountain South and all of the housing units and structures constructed in Badger Mountain South are and will be, held, sold, and conveyed subject to and burdened by this Master Declaration which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of Badger Mountain South for the benefit of all or any portion of Badger Mountain South and the Owners thereof. All provisions of this Master Declaration shall run with the land and shall be binding upon the Badger Mountain South property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any property constituting a portion of Badger Mountain South, and upon

their respective heirs, successors and assigns.

This Declaration supersedes and replaces the Restated Master Declaration of Covenants, Conditions, and Restrictions for Badger Mountain South recorded May 9, 2013 under Benton County Auditor's Recording No. 2013-015617.

ARTICLE 1 DEFINITIONS

- 1.1 "Articles" shall mean the Master Association's Articles of Incorporation.
- 1.2 "Badger Mountain South" shall mean the property legally described in Exhibit A attached hereto except the portion described in Exhibit B attached hereto.
- 1.3 "Builder" shall mean any person who purchases one or more Lots for the purpose of constructing Housing Units thereon for resale.
- 1.4 "Bylaws" shall mean the Bylaws of the Master Association.
- 1.5 "CCRs" shall mean protective covenants, conditions and restrictions, and amendments thereto recorded against any Division in BMS.
- 1.6 "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 Master Association.
- 1.7 "Division" shall mean one of the ten divisions of BMS. The divisions are the residential neighborhoods West Vineyard, West Vineyard 2, East Garden, West Village, East Market, and South Orchard, plus the Badger Mountain Station commercial campus, the Copper Mountain Apartments, Badger South Adult Living and the Wine Village specialty retail area.
- 1.8 "ERU" shall mean equivalent residential unit. One detached single family dwelling structure shall equal one ERU. Each dwelling unit in a duplex shall equal one ERU. Each dwelling unit in structures containing three or more dwelling units shall equal 0.8 ERU's. For commercial structures one ERU shall equal 3000 square feet of commercial space. For Lots being assessed in accordance with Article 5 prior to construction of a commercial or residential structure, ERUs for the Lot shall be based on the number of planned units for the Lot.
- 1.9 "Housing Unit" shall mean a single family dwelling unit. Each dwelling unit in a multi-family structure shall be considered a Housing Unit.
- 1.10 "Lot" shall mean one of the lots located in a Division of Badger Mountain South for residential or commercial development. Lot shall not mean or refer to any dedicated right of way, tracts, or designated Common Areas or Master Common Areas. For purposes of this Master Declaration, Lot shall also mean a legal parcel not located within a plat, purchased for commercial development as a single parcel and not for subdivision.
- 1.11 "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 Community known as Badger Mountain South," and any amendments thereto.

1.12 “Master Agreement” shall mean the document dated December 7, 2010 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.

1.13 “Master Association” shall mean the Badger Mountain South Community Association, a Washington nonprofit corporation, its successors or assigns.

1.14 “Master Association Action” shall mean a written corporate action of the Master Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

1.15 “Master Common Areas” shall mean any and all real property, personal property, improvements, and facilities owned by the Master Association and any property designated as a park to meet the Master Agreement green infrastructure requirements that is 3000 square feet or greater and the control of which is accepted by the Master Association. “Master Common Areas” does not include common areas owned or controlled by an owners association within Badger Mountain South.

1.16 “Master Board” shall mean the Board of Directors of the Master Association.

1.17 “Master Declaration” shall mean this instrument, as the same may be supplemented or amended from time to time.

1.18 “Master Declarant” shall mean NOR AM Investment, LLC, a Washington limited liability company, or such successor or assign as Declarant may designate by a writing recorded with the Benton County Auditor.

1.19 “Master Development Period” shall mean the period of time from the date of recording of this Master Declaration until title to 100% of residential and commercial property within Badger Mountain South is no longer held by the Master Declarant, or such shorter time as determined by the Declarant at its sole discretion.

1.20 “Master Governing Documents” shall mean the Master Agreement, LUDR, 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.

1.21 “Master Plan Administrator” shall mean the Master Plan Administrator for BMS as set forth in the Master Agreement and LUDR. As used in the Master Governing Documents, Master Agreement and LUDR, the terms “Master Agreement Administrator” and “Master Plan Administrator” have the same meaning and are interchangeable.

1.22 “Member” shall mean every person or entity that holds a membership in the Master Association.

1.23 “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.

1.24 "Owner" shall mean the record owner (whether one or more individuals or entities) of a fee interest in any real estate within BMS, 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.

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

1.26 "Property" or "Real Property" shall mean the real property described in Exhibit A except the property described in Exhibit B, 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.

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

1.28 "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.

1.29 "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 Badger Mountain South and all of the structures constructed in Badger Mountain South 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 constituting a portion of the Real Property, and upon their respective heirs, successors and assigns.

2.2 In case of any conflict between the Master Declaration, and any CCR of a Division, the Master Declaration shall control, provided that in the event any architectural, design, construction, use, or maintenance standard, condition or restriction in the CCRS of a Phase 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 Master Development Period. During the Master Development Period, the Declarant shall manage the Master Association and exclusively have all of the rights, powers, and functions of the Board as set forth in the Master Governing Documents, and shall act without further authority or approval from or action by the Members. The Master Declarant may delegate any of its managerial duties, powers, or functions to any Person. Upon termination of the Master Development Period, the

Members shall serve as the Master Board, in accordance with the terms and provisions of the Master Governing Documents. The Master Board so appointed shall have the authority and obligation to manage the Master Association under the Master Governing Documents.

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

ARTICLE 4 THE MASTER ASSOCIATION

4.1 Authority of Master Association. The Master Association shall have the authority and obligation to manage and administer the Master Common Areas and to enforce this Master Declaration.

4.2 Master Association Membership. Each Division of BMS shall have one membership in the Master Association and shall appoint or elect one representative of that Division to serve as the Division's voting representative and representative on the Master Board.

4.3 Votes Appurtenant to Divisions. Only one vote in the Master Association may be cast for each Division. If an owners association has been formed for the Division, the association's board of directors shall elect or appoint a person to serve as the voting representative/board member. Such person need not own property within the Division. If a Division does not have an owners association and more than one person holds the beneficial fee interest in the Division, 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 Division. In the event a Division does not take timely action to elect a person to serve as the voting representative/board member for the Division, the Master Board shall have authority to appoint an individual to serve in such capacity on behalf of the Division to serve until such time as the Division appoints or elects an individual to serve as the voting representative/board member. If a person is appointed as voting representative/board member for more than one Division, each vote of such person may be cast separately.

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

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

4.6 Managing Agent. The Master Association or the Master Board may, but shall not be required to, contract with a managing agent to assist the Master Board in the management and operation of the Master 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 Master 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 Master Association or the Master Board without payment of a termination fee, with or without cause, on thirty (30) days prior written notice.

ARTICLE 5

MASTER ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

5.1 Owners' Covenant to Pay Assessments. Each owner of property in BMS by acceptance of a deed, execution of a real estate contract, or acquiring an ownership interest in such property 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 Master Association, in advance, all assessments levied as provided herein.

5.2 Initial Contribution. Upon the closing of the first sale of a Lot in any Division of BMS or issuance of a building permit for a residential or commercial structure on such Lot, whichever occurs first, an initial master assessment of \$100 per ERU shall be paid to the Master Association by the purchaser of such Lot (or Owner in the case of assessment at building permit issuance), to pay for Master Association expenses and to reimburse the Master Declarant for expenses incurred relative to organizing the Master Association, preparing the Master Governing Documents, and construction and maintenance of Master Common Areas. The owners association of each Division within BMS shall be responsible for collecting the initial master assessments and submitting them to the Master Association.

5.3 Assessments During Master Development Period. During the Master Development Period, monthly master assessments shall be levied on a per-ERU basis pursuant to a budget adopted by the Master Declarant and ratified as set forth in this Article and shall commence and be due on a Lot on the first day of the second month following the date the initial master assessment was due on such Lot under Section 5.2 above. The owners association of each Division within BMS shall be responsible for collecting the master assessments within such Division and submitting them to the Master Declarant. Master assessments and Division assessments shall be combined so that the Lot owner only has to make one payment to the Division association. The assessments shall be used for costs and expenses of the Master 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, Division, or utility provider), all operating and maintenance expenses of the Master Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Master Common Areas; all charges for any services furnished to the Master Association, including attorney's fees and costs; and the cost of funding reasonable reserves established by the Master Declarant, including, when appropriate, a general operating reserve and a reserve for replacements. The Master Declarant shall have the authority to collect the monthly assessments on a quarterly, semi-annually, or other basis. In the event an association does not yet exist for a parcel, the Master Declarant may bill the parcel owner.

5.4 **Master Association Budget.** After expiration of the Master Development Period, the Master Board shall prepare, or cause to be prepared, an operating budget for the Master Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Master Association, as estimated by the Master 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, Division, or utility provider), all operating and maintenance expenses of the Master Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Master Common Areas; all charges for any services furnished to the Master Association, including attorney's fees and costs, and the cost of funding all reserves established by the Master Association, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Master Association's annual costs and expenses shall be raised from a general assessment against each Owner as provided hereafter. The Master 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 Master Association.

5.5 **Master General Assessment/Budget Ratification.** In order to meet the costs and expenses projected in its operating budget, the Master Association shall ratify a budget and levy a general per ERU assessment on every Owner as follows:

5.5.1 Within thirty (30) days after adoption of any proposed budget for the Master Association the Master Declarant or, following expiration of the Master Development Period, the Master Board must provide a copy of the budget to each Member of the Master Association and set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Upon receipt of the proposed budget each Member shall provide a copy of the proposed budget to the owners association for their respective Division. Unless at the ratification meeting Members representing a majority of the votes in the Master Association reject the budget, the budget and assessments included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members continues until the Members ratify a subsequent budget proposed by the Master Board. The budget must include:

- (a) The projected income to the association by category;
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- (c) The amount of the assessments per ERU and the date the assessments are due;
- (d) The current amount of regular assessments budgeted for contribution to the reserve account;
- (e) A statement of whether the association has a reserve study that meets statutory requirements and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
- (f) The current deficiency or surplus in reserve funding expressed on a per ERU basis.

5.5.2 The general per ERU assessment shall be the amount of the Association's operating budget divided by the sum of the number of ERUs at the time the budget is ratified.

5.5.3 The owners association of each Division within Badger Mountain South shall be responsible for collecting the master assessments within such Division and submitting them to the

Master Association. Master assessments and Division assessments shall be combined so that the Lot Owner only has to make one payment to the Division association. Where an owners association has not been established for a parcel, the parcel owner shall be responsible for the parcel's assessment.

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

5.7 Payment of General Assessment. Upon Master 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 Master Association without penalty.

5.8 Commencement of Assessments. Liability of an Owner for master 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 Master 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 Master Association Action authorizing such special assessment.

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

5.10 Special Assessments. In addition to the general assessments authorized by this Article, the Master 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. Such assessment is effective only if the Board follows the procedures for ratification of a budget set forth in Section 5.5 and the Members do not reject the proposed budget. The Master Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment. The Master Declarant shall not be obligated to pay any special assessments on Lot owned by the Master Declarant.

5.11 Fines Treated as Special Assessments. Any fines levied by the Master Association pursuant to the Master Governing Documents shall be treated as an assessment of the Owner fined, and may be collected by the Master Association in the manner described in this Declaration for collection of assessments.

5.12 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 against which each such assessment is made. The lien shall be for the benefit of the Master Association and shall arise in accordance with the terms of the Master 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 at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Master Common Areas or abandonment of the Lot. 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.

5.13 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 Owner hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Owner 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 Owner hereby expressly grants to the Association the power of sale in connection with such liens. The Master Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Master Association.

5.14 Suspension of Voting Rights. In the event any Owner 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 Master Governing Documents for a period of thirty (30) days, the Owner's right to vote as a member of the Division's association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Master Association shall have such other remedies against such delinquent Owners as may be provided in the Master Governing Documents.

5.15 Enforcement of Assessments. The Master Board may take against any 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 Master Board in enforcing the provisions of this Article shall be assessed against such Lot 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 the payment of the purchase price of a Lot.

6.2 Mortgagee's Non-Liability. The holder of a Mortgage against any Lot 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, 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 previously encumbered by the Mortgage, the mortgagee shall be subject to all of the terms and conditions of the Master 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 through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method (collectively referred to in this Section 6.5 as "Foreclosure"), shall acquire title to the encumbered Lot 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. The Master Association may treat any unpaid Debts against a Lot 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, any Debts shall continue to exist and remain as a personal obligation of the Owner against whom the same were levied, and the Master 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 Master Declaration shall be subordinate to the liens of any First Mortgage placed upon a Lot 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 MASTER PLAN ADMINISTRATOR

7.1 Authority of MPA. The Master Plan Administrator shall have the authority and obligation to review and approve all applications for plats, subdivisions, site plans, development permits, and CCRs in Badger Mountain South. The MPA is responsible for ensuring the intent of the Master Agreement, LUDR, and Master Declaration are met in all applications and will provide to the City and to the applicant a Consistency Determination (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department.

7.2 Approval by MPA Required. Except as to applications submitted by the Master Declarant, no applications for plats, subdivisions, site plans, and development permits in Badger Mountain South shall be submitted to the City of Richland and no CCRs or amendments thereto shall be recorded until they have been submitted and approved in writing by the MPA as to compliance with the Master Agreement, LUDR, Master Declaration and any other of the Master Governing Documents.

7.3 Submission of Application Documents. A written application for approval shall be submitted to the MPA in duplicate at the registered address of the Master Association, or such other address as the Master Association shall have provided to the Owner in writing prior to submittal. The application shall contain the name and address of the Owner, and all submittals required by the City of Richland for a complete application. Within fifteen (15) days following receipt of a review request, the MPA 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 with 15 days, the application shall be deemed complete.

7.4 Review Fee. The review fee for plats shall be \$5000, which fee shall be paid at the time of submission of the first application. The \$5000 shall cover review of preliminary and final plat submittals as well as CCRs. A fee schedule for site plans and other development permits may be adopted by the Master Board.

7.5 Time Limits. The MPA shall have 45 days from the date the application is deemed complete to review and respond to an application. Any disapproval of an application by the MPA shall set forth in reasonable detail the reason for disapproval.

7.6 Compliance with Codes. The MPA, 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 Master Declaration. In all cases, ultimate responsibility for complying with the Master Declaration, Master Agreement, and satisfying all local building and land use codes and requirements, including the LUDR, rests with the Owner and contractor employed by the Owner. The MPA 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 MPA's review of an application, The applicant shall indemnify and hold the MPA (and Master Declarant) harmless from any claim or damages resulting from the MPA's approval or disapproval of any application, or the applicants failure to comply with the applicable building or land use codes or other governmental requirements.

7.7 No Waiver. Approval by the MPA 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.

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

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

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

7.11 Failure to Obtain MPA Approval. If Owner fails to obtain MPA approval for any development activity requiring MPA approval in this Master Declaration, or if such development is undertaken other than in accordance with MPA approval, such development activity shall be deemed to be a violation of this Master Declaration. Upon written notice from the MPA or the Master Board, the Owner shall bring such activity into compliance or cease such activity, so as to comply with this Master Declaration, Master Agreement, and LUDR. If compliance is not achieved within twenty days after the

notice was given, the Master Association may record a notice of violation against the property being developed. All costs, expenses and attorneys fees (whether or not suit or arbitration is filed) incurred by the Master Association in obtaining compliance shall constitute a lien against the offending property and a personal obligation of the property Owner, which may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment.

7.12 Draft BMS-MACR to MPA. Concurrently with issuance of a written decision by the Division's Architectural Control Committee ("ACC") on any application requiring a building or other land use permit from the City of Richland, the ACC shall submit to the Master Plan Administrator a draft BMS-Master Agreement Consistency Recommendation (BMS-MACR), in accordance with Section 1 of the LUDR, setting forth the ACC's recommendation.

ARTICLE 8

MINIMUM USE STANDARDS, CONDITIONS, AND RESTRICTIONS FOR RESIDENTIAL DEVELOPMENT

8.1 Applicability. The following use standards, conditions and restrictions shall apply to all property within BMS. The CCRs for any Division may contain more restrictive but not less restrictive standards, conditions and restrictions. In the event any architectural, design, construction, use, or maintenance standard, condition or restriction for a Division is more restrictive than provided in this Article 8, the more restrictive standard, condition or restriction shall control.

8.2 Building Type. No structure of any kind shall be erected or permitted to be maintained on any Lot other than structures and uses allowed under the LUDR. All Housing Units and commercial structures shall be of a "site-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted.

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

8.4 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 consistent with the LUDR and the provisions of the Master Declaration, and that complement the style of the surrounding structures.

The ACC of each Division may promulgate standards and guidelines for each style within that Phase subject to approval by the Master Board.

8.5 Massing & Scale.

8.5.1 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) Façade 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.

8.5.2 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.

8.6 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.

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

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

8.6.3 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.

8.6.4 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.

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

8.7 Openings.

8.7.1 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.

8.7.2 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.

8.8 Color Design.

8.8.1 The ACC of each Division shall promulgate color palettes subject to approval by the Master Board.

8.8.2 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.

8.8.3 Badger Mountain South shall express a range of color palettes, which will be applied with different percentages to the homes on a block face.

8.9 Distribution of Home Designs & Colors.

8.9.1 Each residential block face shall have a variety of unique home designs and exterior color compositions.

8.9.2 Identical home exterior designs shall not be adjacent in any one block face.

8.9.3 No more than two of the same home exterior design shall occur on one block face.

8.9.4 When two of homes of the same design occur on one block face, they shall have different color compositions.

8.9.5 No homes of the same color composition shall be adjacent on one block face.

8.9.6 No more than two homes of the same color composition shall occur on one block face.

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

8.9.8 Use of repetition when multiple buildings, attached or detached are combined as a central theme shall be allowed only if such repetition is consistent with the LUDR and the Master Declaration, and complements the surrounding structures and uses.

8.10 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, provided the ACC of the Division may provide reasonable additional time for completion of allowed multi-family or commercial structures.

Landscaping shall be completed within six (6) months after completion of the Housing Unit, multi-family, or commercial structure. The ACC of the Division 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.

8.11 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 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 of the Division may develop additional standards and requirements for landscaping design and planting materials for that Division which shall be binding on all property within that Division.

8.12 Fences. 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 fencing are not allowed. All fencing shall be subject to the Division's ACC approval of the material, location, size and construction details of the fence. Fence material should be consistent throughout each Division, as determined by the ACC of the Division. 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 of that Division. 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.

8.13 Signs.

8.13.1 No signs, billboards, or other advertising structures or device shall be displayed to the public view on any residential Lot or condominium common element in a Division except one sign not to exceed three square feet in area may be placed on a residential Lot or condominium 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 of the Division. 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 residential Lots and condominium common elements within a Division. Within five (5) days after the date of the election to which the sign refers, such sign must be removed. This Section 8.13.1 (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 of the Division during the Declarant's Development Period. The Board of the Division may cause any sign placed on the Division or any adjacent right of way in violation of this Section 8.13, except signage placed by the Division 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.

8.13.2 The Declarant of a Division may establish, for the duration of that Declarant's 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 the Division or the Division common areas or public right of way, during the Division's Development Period. Such guidelines and standards may allow a builder to exceed the sign number and size limits set forth in Section 8.13.1 in order to promote the sale of the builder's Lots. The Declarant of a Division may also develop an overall theme of signage within the Division, 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 the Division during the Division's Development Period. During the Development Period, the Declarant of the Division shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within the Division, including adjacent right of way. During the Development Period, every owner and any builder or real estate agent on behalf of an owner within the Division, 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 the Division 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 within the Division 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.

8.13.3 Notwithstanding any provision of this Section 8.13, during the Development Period of the Division, signs placed by the Declarant of that Division shall not be subject to any sign restriction, guidelines or standards, except applicable ordinances.

8.14 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. Asphalt driveways may be used in alley locations.

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

8.16 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 approval of the Division's Board of Directors, 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 8.16 shall not apply to any activity conducted by the Declarant of the Division during the Development Period. For purposes of this section rental of Housing Units shall not constitute commercial use.

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

8.18 Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, radio and television towers, 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. Radio or television antennas, satellite dishes or other appliances one meter or less in diameter may be installed in an area on an Owner's Lot over which the Owner has exclusive use and control. Notice must be provided to the Master Board before installation occurs and installation must comply with all applicable Rules and Regulations. Installation of all other devices or at any location which the Owner does not have exclusive use or control over requires prior written approval of the Master Board. The Owner shall bear all costs of installation, operation, maintenance, repair, and replacement of any permitted device and Owner shall be responsible for any damage inflicted on the Common Areas, another Lot or any injury which may result therefrom.

8.19 Vehicle Parking and Storage. No vehicle may be parked on any residential Lot or condominium 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 residential Lot or condominium 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 residential Lot Owner on the designated driveway areas adjacent to the garages on the residential 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 condominium common element, or parked on a street within Badger Mountain South for more than 48 hours. A Vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Division's 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 Master Association and the Division's Association shall have authority to have the Vehicle removed at the owner's expense.

8.20 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.

8.21 Maintenance of Lots—Remedies for Failure to Maintain. The maintenance, upkeep, and repair of individual Lots and condominium common elements within Badger Mountain South shall be the sole responsibility of the Owners thereof, and in no way shall it be the responsibility of the Master Association, Division Association, their agents, subagents, officers, or directors. Owners shall maintain their Lots, Housing Units, condominium common elements, structures 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 commercial structure or 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 or commercial structure the Lot Owner shall pickup and dispose of scrap material and other debris on the site at least weekly. If any Lot Owner shall fail to maintain his Lot, commercial structure, Housing Unit, and appurtenances thereto, and/or landscaping in the same condition as a reasonably prudent homeowner or business owner as the case may be, or to the standards set forth in this Master Declaration or the Division's Declaration, the Division's Association shall notify the Lot 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 Owner and the Lot for the cost of providing the maintenance. Including attorneys fees. The assessment shall constitute a lien against the Lot owned by the non-performing Lot 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 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 Lot 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 Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice. If the failure to maintain involves a condominium common element, the notices shall be sent to each condominium unit owner and the condominium association, the assessments shall be against each unit owner and the condominium association, and the lien shall be against all of the units and common elements of the condominium.

8.22 Garbage. No garbage, refuse, or rubbish shall be deposited or left in Badger Mountain South, 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.

8.23 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of Badger Mountain South, 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 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 Badger Mountain South which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Badger Mountain South community. The Division's Association Board shall make the final determination of any violations of this section within such Division.

8.24 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.

8.25 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Master Common Areas which may damage or interfere with any easement or the installation or maintenance of utilities without prior Master Board approval.

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

8.27 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.

8.28 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.

8.29 Entry for Inspection. Any agent or member of the Master Declarant or Master Plan Administrator 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 Master 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.

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

8.31 Owner's Responsibility for Tenants and Invitees. In the event an Owner rents or leases the Owner's Lot, a copy of the Master Declaration, as well as any Rules and Regulations that may be adopted by the Master Association shall be made available by the Owner to the tenant prior to the commencement of the tenancy. Each Owner shall also be responsible for informing guests and invitees of the provisions of the Master Declaration and the Rules and Regulations. Each Owner, personally, and the Owner's Lot shall be liable for any damages to the Master Common Area or any area which the Master 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 Division's Association in the manner described in the Division's Declaration for collection of assessments and promptly submitted to the Master Board.

8.32 Subdivision or Combination. During a Division's Development Period, no Lot shall be divided or combined without the prior written consent of the Declarant of the Division, 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 at least sixty-seven percent (67%) of the total outstanding votes in the Division's Association, or more if a higher approval threshold is required by the Division's governing documents or applicable laws, 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.

8.33 RESERVED.

8.34 RESERVED.

8.35 Conservation Easement. The north 50 feet of BMS is subject to an amended conservation easement for the benefit of the adjoining property owner, recorded under Benton County Auditor's Recording No. 2013-013436 (the "Conservation Easement"). The owners of any portion of BMS within the Conservation Easement shall comply with the terms of the Conservation Easement. Noncompliance with the Conservation Easement by any Division owner or Lot Owner is a violation of this section. The CCRs for each Division shall contain provisions approved by the Master Board requiring compliance with the Conservation Easement.

8.40 Enforcement of Articles 7 and 8—Association Lien. If a violation of Article 7 or Article 8 is not cured by the offending Division owner or Lot Owner within ten days of written notice by

the Master Board, or such longer period as the Master Board deems reasonable ("Notice Period"), in addition to any other remedies, the Master Board may cause a lien to be recorded against the Lot Owner's property or the Division owner's property as the case may be, for the benefit of the Master Association, for all costs, expenses, and attorneys fees (including preparation and recording of the lien) incurred by the Master 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 or Division 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 of the Property or shown by instrument of record, easements for utilities and drainage are reserved for the Master 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 Division's 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, the Division's Association, or the Master Association, is responsible.

9.2 Master Association's Easement of Access. The Master Association, the MPA, 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) repair, replacement or improvement of any Master Common Area accessible from that Lot; (b) emergency repairs necessary to prevent damage to the Master Common Areas or to another Lot, or to the improvements thereon; (c) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (d) all acts necessary to enforce these Covenants.

9.3 Easement for Master Declarant. Declarant shall have an easement across all Master 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 MASTER COMMON AREAS

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

10.2 Use and Enjoyment of Master Common Areas. All Master Common Areas shall be subject to an easement of common use and enjoyment in favor of the Master Association and every

Second Amended and Restated Declaration

Owner, their heirs, successors, and assigns, subject to and in accordance with the terms and conditions of the Master Governing Documents.

10.3 Maintenance of Master Common Areas. The Master Association shall maintain, repair, replace, improve, and otherwise manage all of the Master Common Areas so as to keep them in good repair and condition in accordance with applicable regulations and any conditions in the Master Agreement or LUDR, and any applicable easement, and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Master Association Action to promote the recreation, health, safety, and welfare of the Owners. The Master Association shall take any action necessary or appropriate for the maintenance and upkeep of the Master 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 Master Common Area.

10.4 Transfer of Master Common Area to Government Entity. Each Owner and Member hereby grants to the Master Association an irrevocable right to transfer, dedicate, or convey any portion of the Master 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.

10.5 Local Parks. Property designated as a park in any Division to meet the Master Agreement green space requirements that are less than 3000 square feet shall be maintained by the Division's owners association and shall be open to all owners and residents of Badger Mountain South.

ARTICLE 11 INSURANCE; CONDEMNATION; INDEMNIFICATION

11.1 Insurance Coverage. The Master 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 Master Common Areas. The Master Association shall be named as the insured as trustee for the benefit of the Owners and mortgagees as their interests appear. The Master 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 Master Association, the Owners, the Master Declarant during the Master 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 Master 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 Master Common Areas, the Master 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 Master Association notification of any such event. Insurance proceeds for damage or destruction to any part of the Master Common Areas shall be paid to the Master Association as a trustee for the Owners and the Association shall segregate such proceeds from other funds of the Master Association.

11.3 Condemnation. In the event any part of the Master 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 Master 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 Master Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom shall be payable to the Master Association.

11.4 Indemnification. To the full extent permitted by law, the Master 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 Master 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 Master 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 Master Board may, at any time, approve indemnification of any other individual who the Master 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 Master Association, Master Declarant, any owners association of a Division, and any Owner, shall have the right, but not the obligation, to enforce, by any appropriate proceeding at law or in equity, all provisions of this Master Declaration. Failure or forbearance by any individual or entity entitled to enforce the provisions of this Master Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Remedies Cumulative. Remedies provided by this Master 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 MBS, 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 Master Declarant or Master Association. Master Declarant acting alone may amend this Master Declaration, the LUDR or Master Agreement at any time during the Master Development Period on Master Declarant's sole signature, subject to the approval of the Master Board, which approval shall not unreasonably withheld. All Owners and Members agree to be bound by such amendment or amendments as made by the Master Declarant pursuant to this provision, and hereby grant to Master Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record such amendments. This Master Declaration may also be amended at any time by the Master Association if Members having sixty-seven percent (67%) or more of the total outstanding votes in the Master Association vote for such amendment, provided that during the Master Development Period, no such amendment shall be valid without also obtaining prior written consent of the Master 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 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 personal property located on or in his Lot. The Master Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Master Common Areas.

14.3 Non-Waiver. No waiver of any breach of this Master 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 Master 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 Master 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 Master Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content, or intent of this Master Declaration or any part of this Master 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. Invalidation 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 Master 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 owned by such Owner; provided, however, that an Owner may from time to time by Notice delivered to the Master Association designate such other place or places or individuals for receipt of future Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. Electronic Notice may be provided pursuant to the procedure outlined in the Bylaws. The address of the Association shall be such address registered annually with the Secretary of State.

14.9 Applicable Law. This Master 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 Master Declaration, the Articles, Bylaws, or Rules and Regulations, shall be resolved in the following order of precedence: (1) Master Declaration; (2) Articles; (3) Bylaws; (4) Rules and Regulations.

IN WITNESS WHEREOF the undersigned has executed this Second Amended and Restated Master Declaration on the 28th of January, 2020.

NOR AM Investment, LLC,
a Washington limited liability company
Master Declarant

By: 
Lawrence J. White, Managing Member

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Lawrence J. White 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 Nor Am Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-28-2020, 2020.





NOTARY PUBLIC
Print Name: Kimberly D Clanton
My appointment expires: 08-09-2023

EXHIBIT A
LEGAL DESCRIPTION FOR BADGER MOUNTAIN SOUTH

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;

EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;
Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465. Exhibit A to Master Agreement Page A-2 of 3

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;

Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;

thence South 77°57'14" East, 2389.11 feet;

thence South 83°23'24" East, 1450.14 feet;

thence South 48°00'49" East, 1013.41 feet;

thence South 28°44'51" East, 566.24 feet;

thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

Second Amended and Restated Declaration

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,

EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,

ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;

AND EXCEPT that portion lying southerly of the Reata Road right of way

AND EXCEPT that portion lying within the Plat of REATA RIDGE

AND EXCEPT the South 420 feet of the Southeast quarter thereof;

AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007, under Auditor's File No. 2007-013594, records of Benton County, Washington. Exhibit A to Master Agreement Page A-3 of 3

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly and Westerly of the following described line:

Beginning at the Southwest corner of said Section 29;

Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True Point of Beginning;

Thence North 00°38'28" West, 310.56 feet;

Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of said line.

EXCEPT the West 40 feet for County Road right-of-way;

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton County, Washington;

AND EXCEPT State Highway right-of-way;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

**EXHIBIT B
EXCLUDED PROPERTY**

The portions of Badger Mountain South that will not be subject to the Master Declaration are as follows:

1. All parks and trails that are conveyed to the City of Richland as required by the Master Agreement. Once conveyed, the legal description from the conveyance document shall be added as an amendment to this Exhibit B of the Master Declaration; and
2. All property designated as a school site in the LUDR, unless it is developed other than for a school. Once conveyed and developed as a school the legal description from the conveyance document shall be added as an amendment to this Exhibit B of the Master Declaration.

AFTER RECORDING RETURN TO:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

**RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BADGER MOUNTAIN SOUTH**

GRANTOR: NorAm Investment, LLC, a Washington limited liability company
GRANTEE: The Public
LEGAL DESCRIPTION: Secs. 29, 31-33, T 9, R 28 E, and Sec. 4, T 8, T 28E, WM. Complete Legal Description is attached hereto as Exhibit A.

ASSESSOR'S TAX PARCEL NOS.: 104881000001000, 104884030009000, 104884030010000, 104881000002007, 104884000001003, 129982000001003, 129982000001002, 131981000001001, 132981000002004, 132981000002005, 132981000002002, and 133983000001000

REFERENCE: Replaces 2012-027520, 2012-040746, and 2013-013438.

THIS RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BADGER MOUNTAIN SOUTH is made by NOR AM Investment, LLC, a Washington limited liability company ("Master Declarant").

The Master Declarant is the owner of the real property in Benton County, Washington commonly known as Badger Mountain South. For purposes of this Master Declaration, "Badger Mountain South" shall be the property legally described in Exhibit A attached hereto except the portion described in Exhibit B attached hereto. The Master Declarant hereby covenants, agrees and declares that all of the real property in Badger Mountain South and all of the housing units and structures constructed in Badger Mountain South are and will be, held, sold, and conveyed subject to and burdened by this Master Declaration which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of Badger Mountain South for the benefit of all or any portion

of Badger Mountain South and the Owners thereof. All provisions of this Master Declaration shall run with the land and shall be binding upon the Badger Mountain South property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any property constituting a portion of Badger Mountain South, and upon their respective heirs, successors and assigns.

This Declaration supersedes and replaces the Master Declaration of Covenants, Conditions, and Restrictions for Badger Mountain South recorded September 7, 2012 under Benton County Auditor's Recording No. 2012-027520, and amended per Recording No. 2012-040746, and Recording No. 2013-013438.

ARTICLE 1 DEFINITIONS

1.1 "Articles" shall mean the Master Association's Articles of Incorporation.

1.2 "Badger Mountain South" shall mean the property legally described in Exhibit A attached hereto except the portion described in Exhibit B attached hereto.

1.3 "Builder" shall mean any person who purchases one or more Lots for the purpose of constructing Housing Units thereon for resale.

1.4 "Bylaws" shall mean the Bylaws of the Master Association.

1.5 "CCRs" shall mean protective covenants, conditions and restrictions, and amendments thereto recorded against any Division in BMS.

1.6 "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 Master Association.

1.7 "Division" shall mean one of the seven divisions of BMS. The divisions are the residential neighborhoods West Vineyard, East Garden, West Village, East Market, and South Orchard, plus the Badger Mountain Station commercial campus, and the Wine Village specialty retail area.

1.8 "ERU" shall mean equivalent residential unit. One detached single family dwelling structure shall equal one ERU. Each dwelling unit in a duplex shall equal one ERU. Each dwelling unit in structures containing three or more dwelling units shall equal 0.8 ERUs. For commercial structures one ERU shall equal 3000 square feet of commercial space. For Lots being assessed in accordance with Article 5 prior to construction of a commercial or residential structure, ERUs for the Lot shall be based on the maximum allowed under applicable land use regulations and the Governing Documents, or if less, the number of ERUs approved in any existing development permit for the Lot

1.9 "Housing Unit" shall mean a single family dwelling unit. Each dwelling unit in a multi-family structure shall be considered a Housing Unit.

1.10 "Lot" shall mean one of the lots located in a Division of Badger Mountain South for residential or commercial development. Lot shall not mean or refer to any dedicated right of way, tracts, or designated Common Areas or Master Common Areas. For purposes of this Master Declaration, Lot shall also mean a legal parcel not located within a plat, purchased for commercial development as a single parcel and not for subdivision.

1.11 "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 Community known as Badger Mountain South," and any amendments thereto.

1.12 "Master Agreement" shall mean the document dated December 7, 2010 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.

1.13 "Master Association" shall mean the Badger Mountain South Community Association, a Washington nonprofit corporation, its successors or assigns.

1.14 "Master Association Action" shall mean a written corporate action of the Master Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

1.15 "Master Common Areas" shall mean any and all real property, personal property, improvements, and facilities owned by the Master Association and any property designated as a park to meet the Master Agreement green infrastructure requirements that is 3000 square feet or greater and the control of which is accepted by the Master Association. "Master Common Areas" does not include common areas owned or controlled by an owners association within Badger Mountain South.

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

1.17 "Master Declaration" shall mean this instrument, as the same may be supplemented or amended from time to time.

1.18 "Master Declarant" shall mean NOR AM Investment, LLC, a Washington limited liability company, or such successor or assign as Declarant may designate by a writing recorded with the Benton County Auditor.

1.19 "Master Development Period" shall mean the period of time from the date of recording of this Master Declaration until title to 100% of residential and commercial property within Badger Mountain South is no longer held by the Master Declarant, or such shorter time as determined by the Declarant at its sole discretion.

1.20 "Master Governing Documents" shall mean the Master Agreement, LUDR, 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.

1.21 "Master Plan Administrator" shall mean the Master Plan Administrator for BMS as set forth in the Master Agreement and LUDR. As used in the Master Governing Documents, Master Agreement and LUDR, the terms "Master Agreement Administrator" and "Master Plan Administrator" have the same meaning and are interchangeable.

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

1.23 "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.

1.24 "Owner" shall mean the record owner (whether one or more individuals or entities) of a fee interest in any real estate within BMS, 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.

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

1.26 "Property" or "Real Property" shall mean the real property described in Exhibit A except the property described in Exhibit B, 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.

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

1.28 "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.

1.29 "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 Badger Mountain South and all of the structures constructed in Badger Mountain South 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 constituting a portion of the

Real Property, and upon their respective heirs, successors and assigns.

2.2 In case of any conflict between the Master Declaration, and any CCR of a Division, the Master Declaration shall control, provided that in the event any architectural, design, construction, use, or maintenance standard, condition or restriction in the CCRS of a Phase 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 Master Development Period. During the Master Development Period, the Declarant shall manage the Master Association and exclusively have all of the rights, powers, and functions of the Board as set forth in the Master Governing Documents, and shall act without further authority or approval from or action by the Members. The Master Declarant may delegate any of its managerial duties, powers, or functions to any Person. Upon termination of the Master Development Period, the Members shall serve as the Master Board, in accordance with the terms and provisions of the Master Governing Documents. The Master Board so appointed shall have the authority and obligation to manage the Master Association under the Master Governing Documents.

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

ARTICLE 4 THE MASTER ASSOCIATION

4.1 Authority of Master Association. The Master Association shall have the authority and obligation to manage and administer the Master Common Areas and to enforce this Master Declaration.

4.2 Master Association Membership. Each Division of BMS shall have one membership in the Master Association and shall appoint or elect one representative of that Division to serve as the Division's voting representative and representative on the Master Board.

4.3 Votes Appurtenant to Divisions. Only one vote in the Master Association may be cast for each Division. If an owners association has been formed for the Division, the association's board of directors shall elect a person to serve as the voting representative/board member. Such person need not own property within the Division. If a Division does not have an owners association and more than one person holds the beneficial fee interest in the Division, 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 Division. If the several owners of a Division are unable to agree as to the casting of their vote, such vote shall not be counted. If a person is appointed as voting representative/board member for more than one Division each vote of such person may be cast separately.

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

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

4.6 Managing Agent. The Master Association or the Master Board may, but shall not be required to, contract with a managing agent to assist the Master Board in the management and operation of the Master 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 Master 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 Master Association or the Master Board without payment of a termination fee, with or without cause, on thirty (30) days prior written notice.

ARTICLE 5 MASTER ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

5.1 Owners' Covenant to Pay Assessments. Each owner of property in BMS by acceptance of a deed, execution of a real estate contract, or acquiring an ownership interest in such property 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 Master Association, in advance, all assessments levied as provided herein.

5.2 Initial Contribution. Upon the closing of the first sale of a Lot in any Division of BMS or issuance of a building permit for a residential or commercial structure on such Lot, whichever occurs first, an initial master assessment of \$100 per ERU shall be paid to the Master Association by the purchaser of such Lot (or Owner in the case of assessment at building permit issuance), to pay for Master Association expenses and to reimburse the Master Declarant for expenses incurred relative to organizing the Master Association, preparing the Master Governing Documents, and construction and maintenance of Master Common Areas. The owners association of each Division within BMS shall

be responsible for collecting the initial master assessments and submitting them to the Master Association.

5.3 Monthly Assessments during Master Development Period. During the Master Development Period, monthly master assessments of \$10.00 per ERU shall commence and be due on a Lot on the first day of the second month following the date the initial master assessment was due on such Lot under section 5.2 above. The owners association of each Division within BMS shall be responsible for collecting the master assessments within such Division and submitting them to the Master Declarant. Master assessments and Division assessments shall be combined so that the Lot owner only has to make one payment to the Division association. The assessments shall be used for costs and expenses of the Master 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, Division, or utility provider), all operating and maintenance expenses of the Master Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Master Common Areas; all charges for any services furnished to the Master Association, including attorneys fees and costs; and the cost of funding reasonable reserves established by the Master Declarant, including, when appropriate, a general operating reserve and a reserve for replacements. The Master Declarant shall have the authority during the Master Development Period to increase the monthly assessments in the event the expenses of the Master Association are in excess of assessments collected, and to collect the monthly assessments on a quarterly, semi-annually, or other basis. The Master Declarant shall send to the owners association of each Division a notice of the master assessment at least 60 days in advance of the effective date of the increase. The owners association of the Declarant shall then provide notice of increase to each owner within the Division at least 30 days prior to the effective date of the increase.

5.4 Master Association Budget. After expiration of the Master Development Period, the Master Board shall prepare, or cause the preparation of, an operating budget for the Master Association at least annually. The operating budget shall set forth all sums required by the Master Association, as estimated by the Master 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, Division, or utility provider), all operating and maintenance expenses of the Master Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Master Common Areas; all charges for any services furnished to the Master Association, including attorneys fees and costs; and the cost of funding all reserves established by the Master Association, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Master Association's annual costs and expenses shall be raised from a general assessment against each Owner as provided hereafter. The Master 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 Master Association.

5.5 Levy of Master General Assessment against Owners after Expiration of the Master Development Period. After expiration of the Development Period, in order to meet the costs and expenses projected in its operating budget, the Master Association shall by Master Association Action determine and levy in advance on every Owner a general per ERU assessment as follows:

5.4.1 The general per ERU assessment shall be the amount of the Association's operating budget divided by the sum of the number of ERUs.

5.4.2 The Master Board shall send to the owners association of each Division a copy of the operating budget and notice of the amount of the general assessment per ERU for each owner within the Division, at least 60 days in advance of the beginning of the assessment period. The owners association of the Division shall then provide a copy of the operating budget and notice of the amount of the general assessment per ERU to each owner within the Division and the total amount of each owner's master general assessment at least 30 days prior to the beginning of the assessment period. The owners association of each Division within BMS shall be responsible for collecting the master assessments within such Division and submitting them to the Master Association. Master assessments and Division assessments shall be combined so that the Lot owner only has to make one payment to the Division association.

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

5.7 Payment of General Assessment. Upon Master 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 Master Association without penalty.

5.8 Commencement of Assessments. Liability of an Owner for master 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 Master 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 Master Association Action authorizing such special assessment.

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

5.10 Special Assessments. In addition to the general assessments authorized by this Article, the Master 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 Master Declarant shall not be obligated to pay any special assessments on Lots owned by the Master Declarant.

5.11 Fines Treated as Special Assessments. Any fines levied by the Master Association

pursuant to the Master Governing Documents shall be treated as an assessment of the Owner fined, and may be collected by the Master Association in the manner described in this Declaration for collection of assessments.

5.12 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 against which each such assessment is made. The lien shall be for the benefit of the Master Association and shall arise in accordance with the terms of the Master 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 at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Master Common Areas or abandonment of the Lot. 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.

5.13 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 Owner hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Owner 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 Owner hereby expressly grants to the Association the power of sale in connection with such liens. The Master Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Master Association.

5.14 Suspension of Voting Rights. In the event any Owner 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 Master Governing Documents for a period of thirty (30) days, the Owner's right to vote as a member of the Division's association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Master Association shall have such other remedies against such delinquent Members as may be provided in the Master Governing Documents.

5.15 Enforcement of Assessments. The Master Board may take against any 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 Master Board in enforcing the provisions of this Article shall be assessed against such Lot 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 the payment of the purchase price of a Lot.

6.2 Mortgagee's Non-Liability. The holder of a Mortgage against any Lot 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, 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 previously encumbered by the Mortgage, the mortgagee shall be subject to all of the terms and conditions of the Master 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 through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method (collectively referred to in this Section 6.5 as "Foreclosure"), shall acquire title to the encumbered Lot 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. The Master Association may treat any unpaid Debts against a Lot 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, any Debts shall continue to exist and remain as a personal obligation of the Owner against whom the same were levied, and the Master 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 Master Declaration shall be subordinate to the liens of any First Mortgage placed upon a Lot 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

Master Plan Administrator

7.1 Authority of MPA. The Master Plan Administrator shall have the authority and obligation to review and approve all applications for plats, subdivisions, site plans, development permits, and CCRs in Badger Mountain South. The MPA is responsible for ensuring the intent of the Master Agreement, LUDR, and Master Declaration are met in all applications and will provide to the City and to the applicant a Consistency Determination (BMS-MACR) to be included in the materials reviewed by the City of Richland Development Services Department.

7.2 Approval by MPA Required. Except as to applications submitted by the Master

Declarant, no applications for plats, subdivisions, site plans, and development permits in Badger Mountain South shall be submitted to the City of Richland and no CCRs or amendments thereto shall be recorded until they have been submitted and approved in writing by the MPA as to compliance with the Master Agreement, LUDR, Master Declaration and any other of the Master Governing Documents.

7.3 Submission of Application Documents. A written application for approval shall be submitted to the MPA in duplicate at the registered address of the Master Association, or such other address as the Master Association shall have provided to the Owner in writing prior to submittal. The application shall contain the name and address of the Owner, and all submittals required by the City of Richland for a complete application. Within fifteen (15) days following receipt of a review request, the MPA 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 with 15 days, the application shall be deemed complete.

7.4 Review Fee. The review fee for plats shall be \$5000, which fee shall be paid at the time of submission of the first application. The \$5000 shall cover review of preliminary and final plat submittals as well as CCRs. A fee schedule for site plans and other development permits may be adopted by the Master Board.

7.5 Time Limits. The MPA shall have 45 days from the date the application is deemed complete to review and respond to an application. Any disapproval of an application by the MPA shall set forth in reasonable detail the reason for disapproval.

7.6 Compliance with Codes. The MPA, 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 Master Declaration. In all cases, ultimate responsibility for complying with the Master Declaration, Master Agreement, and satisfying all local building and land use codes and requirements, including the LUDR, rests with the Owner and contractor employed by the Owner. The MPA 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 MPA's review of an application, The applicant shall indemnify and hold the MPA (and Master Declarant) harmless from any claim or damages resulting from the MPA's approval or disapproval of any application, or the applicants failure to comply with the applicable building or land use codes or other governmental requirements.

7.7 No Waiver. Approval by the MPA 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.

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

7.9 Appeals. After the Development Period, the Master Board shall serve as an appellate panel to review decisions of the MPA upon request of a party aggrieved by the MPA's decision. The Board shall provide, through Rules and Regulations, a procedure by which decisions

of the MPA may be appealed to the Master Board. The Master Board may choose, in its discretion, to limit the scope of such appeal and provide time limitations for appeals to be made to the Master Board.

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

7.11 Failure to Obtain MPA Approval. If Owner fails to obtain MPA approval for any development activity requiring MPA approval in this Master Declaration, or if such development is undertaken other than in accordance with MPA approval, such development activity shall be deemed to be a violation of this Master Declaration. Upon written notice from the MPA or the Master Board, the Owner shall bring such activity into compliance or cease such activity, so as to comply with this Master Declaration, Master Agreement, and LUDR. If compliance is not achieved within twenty days after the notice was given, the Master Association may record a notice of violation against the property being developed. All costs, expenses and attorneys fees (whether or not suit or arbitration is filed) incurred by the Master Association in obtaining compliance shall constitute a lien against the offending property and a personal obligation of the property Owner, which may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment.

7.12 Draft BMS-MACR to MPA. Concurrently with issuance of a written decision by the Division's Architectural Control Committee ("ACC") on any application requiring a building or other land use permit from the City of Richland, the ACC shall submit to the Master Plan Administrator a draft BMS-Master Agreement Consistency Recommendation (BMS-MACR), in accordance with Section 1 of the LUDR, setting forth the ACC's recommendation.

ARTICLE 8

MINIMUM USE STANDARDS, CONDITIONS, AND RESTRICTIONS FOR RESIDENTIAL DEVELOPMENT

8.1 Applicability. The following use standards, conditions and restrictions shall apply to all property within BMS. The CCRs for any Division may contain more restrictive but not less restrictive standards, conditions and restrictions. In the event any architectural, design, construction, use, or maintenance standard, condition or restriction for a Division is more restrictive than provided in this Article 8, the more restrictive standard, condition or restriction shall control.

8.2 Building Type. No structure of any kind shall be erected or permitted to be maintained on any Lot other than structures and uses allowed under the LUDR. All Housing Units and commercial structures shall be of a "site-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted.

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

8.4 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 consistent with the LUDR and the provisions of the Master Declaration, and that complement the style of the surrounding structures.

The ACC of each Division may promulgate standards and guidelines for each style within that Phase subject to approval by the Master Board.

8.5 Massing & Scale.

8.5.1 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) Façade 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.

8.5.2 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.

8.6 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.

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

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

8.6.3 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.

8.6.4 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.

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

8.7 Openings.

8.7.1 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.

8.7.2 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.

8.8 Color Design.

8.8.1 The ACC of each Division shall promulgate color palettes subject to approval by the Master Board.

8.8.2 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.

8.8.3 Badger Mountain South shall express a range of color palettes, which will be applied with different percentages to the homes on a block face.

8.9 Distribution of Home Designs & Colors.

8.9.1 Each residential block face shall have a variety of unique home designs and exterior color compositions.

8.9.2 Identical home exterior designs shall not be adjacent in any one block face.

8.9.3 No more than two of the same home exterior design shall occur on one block face.

8.9.4 When two of homes of the same design occur on one block face, they shall have different color compositions.

8.9.5 No homes of the same color composition shall be adjacent on one block face.

8.9.6 No more than two homes of the same color composition shall occur on one block face.

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

8.9.8 Use of repetition when multiple buildings, attached or detached are combined as a central theme shall be allowed only if such repetition is consistent with the LUDR and the Master Declaration, and complements the surrounding structures and uses.

8.10 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, provided the ACC of the Division may provide reasonable additional time for completion of allowed multi-family or commercial structures. Landscaping shall be completed within six (6) months after completion of the Housing Unit, multi-family, or commercial structure. The ACC of the Division 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.

8.11 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 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 of the Division may develop additional standards and requirements for landscaping design and planting materials for that Division which shall be binding on all property within that Division.

8.12 Fences. 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 fencing are not allowed. All fencing shall be subject to the Division's ACC approval of the material, location, size and construction details of the fence. Fence material should be consistent throughout each Division, as determined by the ACC of the Division. 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 of that Division. 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.

8.13 Signs.

8.13.1 No signs, billboards, or other advertising structures or device shall be displayed to the public view on any residential Lot or condominium common element in a Division except one sign not to exceed three square feet in area may be placed on a residential Lot or condominium 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 of the Division. 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 residential Lots and condominium common elements within a Division. Within five (5) days after the date of the election to which the sign refers, such sign must be removed. This Section 8.13.1 (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 of the Division during the Declarant's Development Period. The Board of the Division may cause any sign placed on the Division or any adjacent right of way in violation of this Section 8.13, except signage placed by the Division 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.

8.13.2 The Declarant of a Division may establish, for the duration of that Declarant's 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 the Division or the Division common areas or public right of way, during the Division's Development Period. Such guidelines and standards may allow a builder to exceed the sign number and size limits set forth in Section 8.13.1 in order to promote the sale of the builder's Lots. The Declarant of a Division may also develop an overall theme of signage within the Division, 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 the Division during the Division's Development Period. During the Development Period, the Declarant of the Division shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within the Division, including adjacent right of way. During the Development Period, every owner and any builder or real estate agent on behalf of an owner within the Division, 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 the Division 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 within the Division 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.

8.13.3 Notwithstanding any provision of this Section 8.13, during the Development Period of the Division, signs placed by the Declarant of that Division shall not be subject to any sign restriction, guidelines or standards, except applicable ordinances.

8.14 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. Asphalt driveways may be used in alley locations.

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

8.16 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 approval of the Division's Board of Directors, 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 8.16 shall not apply to any activity conducted by the Declarant of the Division during the Development Period. For purposes of this section rental of Housing Units shall not constitute commercial use.

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

8.18 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 of the Division and a showing by the Owner that such installation will be visually shielded from view of persons traveling on streets within the Division. Roof mounted solar panels that are in plane with the roof slope are deemed to be aesthetically concealed from view.

8.19 Vehicle Parking and Storage. No vehicle may be parked on any residential Lot or condominium 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 residential Lot or condominium 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 residential Lot Owner on the designated driveway areas adjacent to the garages on the residential 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 condominium common element, or parked on a street within Badger Mountain South for more than 48 hours. A Vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Division's 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 Master Association and the Division's Association shall have authority to have the Vehicle removed at the owner's expense.

8.20 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.

8.21 Maintenance of Lots—Remedies for Failure to Maintain. The maintenance, upkeep, and repair of individual Lots and condominium common elements within Badger Mountain South shall be the sole responsibility of the Owners thereof, and in no way shall it be the responsibility of the Master Association, Division Association, their agents, subagents, officers, or directors. Owners shall maintain their Lots, Housing Units, condominium common elements, structures 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 commercial structure or 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 or commercial structure the Lot Owner shall pickup and dispose of scrap material and other debris on the site at least weekly. If any Lot Owner shall fail to maintain his Lot, commercial structure, Housing Unit, and appurtenances thereto, and/or landscaping in the same condition as a reasonably prudent homeowner or business owner as the case may be, or to the standards set forth in this Master Declaration or the Division's Declaration, the Division's Association shall notify the Lot 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 Owner and the Lot for the cost of providing the maintenance. Including attorneys fees. The assessment shall constitute a lien against the Lot owned by the non-performing Lot 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 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 Lot 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 Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice. If the failure to maintain involves a condominium common element, the notices shall be sent to each condominium unit owner and the condominium association, the assessments shall be against each unit owner and the condominium association, and the lien shall be against all of the units and common elements of the condominium.

8.22 Garbage. No garbage, refuse, or rubbish shall be deposited or left in Badger Mountain South, 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.

8.23 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of Badger Mountain South, 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 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 Badger Mountain South which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Badger Mountain South community. The Division's Association Board shall make the final determination of any violations of this section within such Division.

8.24 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.

8.25 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Master Common Areas which may damage or interfere with any easement or the installation or maintenance of utilities without prior Master Board approval.

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

8.27 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.

8.28 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.

8.29 Entry for Inspection. Any agent or member of the Master Declarant or Master Plan Administrator 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 Master 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.

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

8.31 Owner's Responsibility for Tenants and Invitees. In the event an Owner rents or leases the Owner's Lot, a copy of the Master Declaration, as well as any Rules and Regulations that may be adopted by the Master 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 Master Declaration and the Rules and Regulations. Each Owner personally, and the Owner's Lot shall be liable for any damages to any Master Common Area or any area which the Master 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 Division's Association in the manner described in the Division's Declaration for collection of assessments.

8.32 Subdivision or Combination. During a Division's Development Period, no Lot shall be divided or combined without the prior written consent of the Declarant of the Division, 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 Division's 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.

8.33 Fiber Optic Requirement. All residential and commercial structures within Badger Mountain South 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.

8.34 Gas. All residential structures within Badger Mountain South shall be connected to a natural gas service line, and such service line must serve at least one appliance.

8.35 Conservation Easement. The north 50 feet of BMS is subject to an amended conservation easement for the benefit of the adjoining property owner, recorded under Benton County Auditor's Recording No. 2013-013436 (the "Conservation Easement"). The owners of any portion of BMS within the Conservation Easement shall comply with the terms of the Conservation Easement. Noncompliance with the Conservation Easement by any Division owner or Lot Owner is a violation of this section. The CCRs for each Division shall contain provisions approved by the Master Board requiring compliance with the Conservation Easement.

8.40 Enforcement of Articles 7 and 8—Association Lien. If a violation of Article 7 or Article 8 is not cured by the offending Division owner or Lot Owner within ten days of written notice by the Master Board, or such longer period as the Master Board deems reasonable ("Notice Period"), in addition to any other remedies, the Master Board may cause a lien to be recorded against the Lot Owner's property or the Division owner's property as the case may be, for the benefit of the Master Association, for all costs, expenses, and attorneys fees (including preparation and recording of the lien) incurred by the Master 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 or Division 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 of the Property or shown by instrument of record, easements for utilities and drainage are reserved for the Master 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 Division's 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, the Division's Association, or the Master Association, is responsible.

9.2 Master Association's Easement of Access. The Master Association, the MPA, 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) repair, replacement or improvement of any Master Common Area accessible from that Lot; (b) emergency repairs necessary to prevent damage to the Master Common Areas or to another Lot, or to the improvements thereon; (c) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (d) all acts necessary to enforce these Covenants.

9.3 Easement for Master Declarant. Declarant shall have an easement across all Master 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
MASTER COMMON AREAS**

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

10.2 Use and Enjoyment of Master Common Areas. All Master Common Areas shall be subject to an easement of common use and enjoyment in favor of the Master Association and every Owner, their heirs, successors, and assigns, subject to and in accordance with the terms and conditions of the Master Governing Documents.

10.3 Maintenance of Master Common Areas. The Master Association shall maintain, repair, replace, improve, and otherwise manage all of the Master Common Areas so as to keep them in good repair and condition in accordance with applicable regulations and any conditions in the Master Agreement or LUDR, and any applicable easement, and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Master Association Action to promote the recreation, health, safety, and welfare of the Owners. The Master Association shall take any action necessary or appropriate for the maintenance and upkeep of the Master 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 Master Common Area.

10.4 Transfer of Master Common Area to Government Entity. Each Owner and Member hereby grants to the Master Association an irrevocable right to transfer, dedicate, or convey any portion of the Master 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.

10.5 Local Parks. Property designated as a park in any Division to meet the Master Agreement green space requirements that are less than 3000 square feet shall be maintained by the Division's owners association and shall be open to all owners and residents of Badger Mountain South.

**ARTICLE 11
INSURANCE; CONDEMNATION; INDEMNIFICATION**

11.1 Insurance Coverage. The Master 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 Master Common Areas. The Master Association shall be named as the insured as trustee for the benefit of the Owners and mortgagees as their interests appear. The Master 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 Master Association, the Owners, the Master Declarant during the Master 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 Master 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 Master Common Areas, the Master 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 Master Association notification of any such event. Insurance proceeds for damage or destruction to any part of the Master Common Areas shall be paid to the Master Association as a trustee for the Owners and the Association shall segregate such proceeds from other funds of the Master Association.

11.3 Condemnation. In the event any part of the Master 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 Master 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 Master Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom shall be payable to the Master Association.

11.4 Indemnification. To the full extent permitted by law, the Master 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 Master 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 Master 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 Master Board may, at any time, approve indemnification of any other individual who the Master 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 Master Association, Master Declarant, any owners association of a Division, and any Owner, shall have the right, but not the obligation, to enforce, by any appropriate proceeding at law or in equity, all provisions of this Master Declaration. Failure or forbearance by any individual or entity entitled to enforce the provisions of this Master Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Remedies Cumulative. Remedies provided by this Master 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 MBS, 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 Master Declarant or Master Association. Master Declarant acting alone may amend this Master Declaration, the LUDR or Master Agreement at any time during the Master Development Period on Master Declarant's sole signature, subject to the approval of the Master Board, which approval shall not be unreasonably withheld. All Owners and Members agree to be bound by such amendment or amendments as made by the Master Declarant pursuant to this provision, and hereby grant to Master Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record such amendments. This Master Declaration may also be amended at any time by the Master Association if Members having sixty-seven percent (67%) or more of the total outstanding votes in the Master Association vote for such amendment subject to the approval of the Master Board, which approval shall not be unreasonably withheld, provided that during the Master Development Period, no such amendment shall be valid without also obtaining prior written consent of the Master 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 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 personal property located on or in his Lot. The Master Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Master Common Areas.

14.3 Non-Waiver. No waiver of any breach of this Master 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 Master 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 Master 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 Master Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content, or intent of this Master Declaration or any part of this Master 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 Master 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 owned by such Owner; provided, however, that an Owner may from time to time by Notice delivered to the Master 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, Notice to any one such Owner shall be sufficient. The address

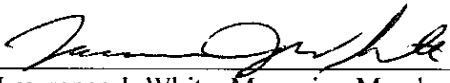
of the Association shall be provided in the Association's Bylaws. If the address of the Master Association is changed, Notice shall be given to all Owners within 14 days of such change.

14.9 Applicable Law. This Master 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 Master Declaration, the Articles, Bylaws, or Rules and Regulations, shall be resolved in the following order of precedence: (1) Master Declaration; (2) Articles; (3) Bylaws; (4) Rules and Regulations.

IN WITNESS WHEREOF the undersigned has executed this Restated Master Declaration on May 7, 2013.

NOR AM Investment, LLC,
a Washington limited liability company
Master Declarant

By: 
Lawrence J. White, Managing Member

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Lawrence J. White 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 Nor Am Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 7th, 2013.





NOTARY PUBLIC
Print Name: Gregory F. Amann
My appointment expires: 7-24-13

EXHIBIT A
LEGAL DESCRIPTION FOR BADGER MOUNTAIN SOUTH

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;

EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465. Exhibit A to Master Agreement Page A-2 of 3

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;

Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;

thence South 77°57'14" East, 2389.11 feet;

thence South 83°23'24" East, 1450.14 feet;

thence South 48°00'49" East, 1013.41 feet;

thence South 28°44'51" East, 566.24 feet;

thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,
EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,
ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;
AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007, under Auditor's File No. 2007-013594, records of Benton County, Washington. Exhibit A to Master Agreement Page A-3 of 3

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly and Westerly of the following described line:
Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

EXHIBIT B

EXCLUDED PROPERTY

The portions of Badger Mountain South that will not be subject to the Master Declaration are as follows:

1. All parks and trails that are conveyed to the City of Richland as required by the Master Agreement. Once conveyed, the legal description from the conveyance document shall be added as an amendment to this Exhibit B of the Master Declaration; and
2. All property designated as a school site in the LUDR, unless it is developed other than for a school. Once conveyed and developed as a school the legal description from the conveyance document shall be added as an amendment to this Exhibit B of the Master Declaration.

EXHIBIT H

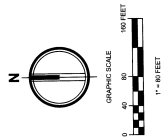
PLAT MAP OF COMMUNITY-PHASE II



1. 10 FOOT PUBLIC UTILITY EASEMENT.
2. 10 FOOT COMMUNICATION UTILITY EASEMENT.
3. 5 FOOT COMMUNICATION UTILITY EASEMENT
4. TEMPORARY EMERGENCY TURNAROUND EASEMENT. THESE EASEMENTS AUTOMATICALLY "VACATE" UPON DEDICATION OF CONNECTING ROADS.

TRACT A—OPEN SPACE (TRAL)*
TRACT B—TO BE RETAINED BY DEVELOPER—FUTURE DEVELOPMENT
TRACT C—TO BE RETAINED BY DEVELOPER—FUTURE DEVELOPMENT
TRACT D—OPEN SPACE (TRAL)*
TRACT E—OPEN SPACE/PUBLIC UTILITY TRACT*

*TRACTS A, D AND E SHALL BE OWNED AND MAINTAINED BY THE GOOSE RIDGE ESTATES HOME OWNERS' ASSOCIATION.



• SET 5/8 REBAR AND CAP LS 38480
 Ⓢ SET CITY OF RICHLAND MONUMENT
 Ⓢ FOUND MONUMENT SET FOR PHASE 1
 ⓘ SEE EASEMENT TABLE ON SHEET 1
 ⓘ [###] ADDRESS

SET 5/8 REBAR AND CAP LS 38480 AT ALL
PROPERTY CORNERS

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME
15 OF PLATS.

ON PAGE 0709, RECORDS OF BENTON COUNTY, WASHINGTON, AT 24
MINUTES PAST 2:00 P.M. THIS 21ST DAY OF April, 2020 A.D.
Brenda Clifton by Mimi Paden 2021-019065
BENTON COUNTY AUDITOR April FEE NUMBER

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY RECORDING IN CONFORMANCE WITH THE REQUIREMENTS OF THE DISTRICT OF COLUMBIA RECORDED ACT AT THE REQUEST OF THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, FOR THE NATIONAL MONUMENT SYSTEM, PHASE I. IT IS BASED UPON AN ACTUAL SURVEY OF THE ABOVE ESTATES. THIS MAP IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY. THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL

JOHN W. BECKER, PLS 38480



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LINE TABLE		LINE TABLE	
LINE #	DIRECTION	LINE #	DIRECTION
L1	61.68	N77° 57' 11" W	
L2	20.15	67.95	S77° 57' 11" E
L3	67.95	S77° 57' 11" E	
L4	66.84	N77° 57' 11" W	
L5	28.00	S21° 56' 50" W	
L6	27.17	L26	52.56
L7	28.00	S21° 56' 50" W	
L8	97.88	S77° 57' 11" E	
L9	16.33	S77° 57' 11" E	
L10	89.24	S24° 25' 25" W	
L11	28.00	S21° 56' 50" W	
L12	28.00	S21° 56' 50" W	
L13	28.35	S24° 25' 25" W	
L14	28.35	S24° 25' 25" W	
L15	5.39	N77° 57' 11" W	
L16	8.90	N77° 57' 11" W	
L17	123.10	N22° 46' 42" E	
L18	30.00	N22° 46' 42" E	
L19	30.00	N22° 46' 42" E	
L20	9.70	N77° 57' 11" W	
L21	86.88	N77° 57' 11" W	
L22	30.00	S21° 56' 50" W	
L23	30.00	S21° 56' 50" W	
L24	30.00	S21° 56' 50" W	
L25	21.83	N67° 51' 31" E	
L26	21.83	S24° 25' 25" W	
L27	28.00	S21° 56' 50" W	
L28	28.00	S21° 56' 50" W	
L29	28.00	S21° 56' 50" W	
L30	28.00	S21° 56' 50" W	
L31	30.00	N22° 46' 42" E	
L32	30.00	N22° 46' 42" E	
L33	48.91	N77° 57' 11" W	
L34	88.91	N77° 57' 11" W	
L35	78.01	S77° 57' 11" E	