



AFTER RECORDING RETURN TO:
Chicago Title
636 N Colorado St
Kennewick, WA 99336

06-259
CHICAGO TITLE INSURANCE

DOCUMENT TITLE(s) (or transactions contained therein):

1. Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Sequoia Spings

REFERENCE NUMBER(s) of documents assigned or released:

GRANTOR (s):

1. Badger Properties LLC

GRANTEE (s):

Public

LEGAL DESCRIPTION:

Section 26, Township 9 Range 28 East

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

- 1-2698-300-0003-002*
- 1-2698-300-0004-003*
- 1-2698-300-0003-005*
- 1-2698-300-0003-004*



DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
RESERVATIONS
FOR SEQUOIA SPRINGS

This Declaration, made on this 27 day of June 2006 By Badger Properties, LLC hereinafter referred to as "Developers" or "Declarants" of a certain land situated in the State of Washington, County of Benton, City of Richland, known as Sequoia Springs, hereafter referred to as "The Property" and defined and more particularly described as Exhibit "A", which is attached hereto and incorporated herein by this reference as fully set forth. Provisions of this Declaration are intended to be, and shall be in all respects, regarded as Covenants, Conditions, Restrictions, Easements and Reservations running with the land.

DESCRIPTION OF DECLARATION

NOW THEREFORE, the undersigned hereby covenant, agree and declare that all of Sequoia Springs, as defined herein and the buildings and structures hereafter constructed thereon are and will be held, sold and conveyed subject to and burdened by the following Covenants, Conditions, Restrictions, Easements and Reservations all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Sequoia Springs, for the benefit of the Owners, their heirs, successors, grantees and assigns. Provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in Sequoia Springs or any portion thereof, and shall insure to the benefit of the Owners thereof.

The Sequoia Springs Architectural Control Committee, hereafter referred to as "The Committee", shall be delegated and assigned to the duties and powers of administering and enforcing the Covenants, Conditions, Restrictions, Easements and Reservations except as to certain duties and powers reserved by the Declarants as hereinafter provided. This Declaration further establishes certain restrictions on the various uses and activities that may be permitted within Sequoia Springs and further establishes the right of The Committee to promulgate rules and regulations, which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

This Declaration further establishes the right and power of the Declarants and/or providers of utilities and irrigation supply including, but not limited to, installation, maintenance and operation of electrical, telephone, television, domestic water, sanitary and storm sewers and irrigation systems and to perform certain other activities within Sequoia Springs.

ptn section 26, township 9 north, range 28 east



DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
AND HOMEOWNERS ASSOCIATION DESCRIPTION

GRANTOR
SEQUOIA SPRINGS

GRANTEE:
THE PUBLIC

LEGAL DESCRIPTION:
INCLUSIVE OF LOTS 1 through 31 SEQUOIA SPRINGS
RECORDED June 10th, 2006, IN VOLUME 15 OF
PLATS PAGE 305, RECORDS OF BENTON COUNTY, WASHINGTON

Exhibit "A"

LEGAL DESCRIPTION

DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W. M. CITY OF RICHLAND, BENTON COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION AS DEPICTED ON A RECORD
OF SURVEY NUMBER 2189; THENCE SOUTH 89°42'20" EAST ALONG THE SOUTH LINE OF
SAID SOUTHWEST QUARTER 511.36 FEET; THENCE NORTH 0°54'28" EAST 30.00 FEET TO
THE SOUTHEAST CORNER OF TRACT E OF SAID RECORD SURVEY AND THE TRUE POINT
OF BEGINNING; THENCE NORTH 0°54'28" EAST ALONG THE WEST LINE OF TRACTS E AND
A OF SAID SURVEY 881.91 FEET TO THE SOUTH LINE OF THE NORTH 444 FEET OF THE
SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°59'08" EAST ALONG
SAID SOUTH LINE 508.03 FEET TO THE NORTHWEST CORNER OF THE PLAT OF COUNTRY
GLEN, AS RECORDED IN VOLUME 15 OF PLATS AT PAGE 171, RECORDS OF BENTON
COUNTY AUDITOR; THENCE ALONG THE WESTERLY LINE OF SAID PLAT THE FOLLOWING
SEVEN COURSES, SOUTH 0°54'18" WEST 372.35 FEET; THENCE SOUTH 89°05'41" EAST
75.31 FEET; THENCE SOUTH 47°05'58" EAST 122.01 FEET; THENCE SOUTH 51°08'18"
EAST 80.36 FEET; THENCE SOUTH 61°43'51" EAST 148.25 FEET; THENCE SOUTH
56°14'26" EAST 143.22 FEET; THENCE SOUTH 0°48'13" WEST 210.00 FEET TO THE
SOUTHWEST CORNER OF SAID PLAT; THENCE LEAVING SAID WEST PLAT LINE NORTH
89°42'20" WEST 989.77 FEET TO THE SAID TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND
RESTRICTIONS OF RECORD AND IN VIEW.

ARTICLE 1

DEFINITIONS

- Section 1.1 Architectural Control Committee, "The Committee" shall mean a committee established to review and approve or disapprove the details, written plans and specifications of all new construction and any exterior modifications which are to take place within Sequoia Springs.
- Section 1.2 Developers/Declarants shall mean Badger Properties, LLC and any successor or assigns engaged in land development and/or wholesale land sales activities which are the same as, or similar to, and approved by the Declarants.
- Section 1.3 Declaration shall mean and refer to this instrument, and as it may be supplemented or amended from time to time.
- Section 1.4 Development Period shall mean and refer to that period of time beginning on the date of initial recording of the Declaration and ending when any of the following occurs: (a) Twenty (20) years from the date hereof; (b) At such time as the Declarants shall have transferred title to purchasers of all Lots or Living Units.
- Section 1.5 Governing Documents shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations.
- Section 1.6 Living Unit shall mean and refer to a building or structure including garages, driveways, landscaping, fences, walls, decks, patios, pools, spas, and parking areas or any similar improvements upon any Lot or any portion thereof that has received a certificate of occupancy as a residence.
- Section 1.7 Lot shall mean any plot of land shown upon any recorded subdivision map of The Property within Sequoia Springs.
- Section 1.8 Owner shall mean the recorded Owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any Lot or Lots, which are a part of The Property, which shall specifically include the Declarants but shall not include a contract seller or mortgagees.
- Section 1.9 Builder or Participation Builder shall mean any licensed construction contractor, or sub-contractor, that acquires a portion of The Property herein described for the purpose of building a Living Unit on said property for resale to the ultimate Owner, or is hired by another Participation Builder or an Owner to build all or a portion of a Living Unit or other structure.
- Section 1.10 Property shall mean all real property herein described as Sequoia Springs, or any portion thereof, and any additions thereto that are subject to this Declaration or any supplemental Declaration.
- Section 1.11 Single Family shall mean and refer to a single housekeeping unit that includes not more than four (4) adults who are legally unrelated.

ARTICLE 2

COMPLIANCE

Section 2.1 Owners Compliance with Governing Documents

At or before the time each new purchaser of a Lot or Living Unit, whether new or previously owned, shall close or consummate that transaction, said purchaser shall execute a signed document stating that said purchaser has received a copy of the Covenants, Conditions, Restrictions, Easements and Reservations. Said document shall also state that the Owner has reviewed, understands and agrees to abide by the provisions contained therein. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself/herself and his/her heirs, successors, and assigns, to observe and comply with all terms and conditions of these Governing Documents.

ARTICLE 3

ARCHITECTURAL CONTROL COMMITTEE

Section 3.1 Description of The Committee

The Declarants shall establish the initial Architectural Control Committee consisting of the membership of Badger Properties, LLC, and shall have the full authority and all rights, responsibilities, privileges and duties to manage the development under this Declaration, and shall be subject to all provisions of these Governing Documents. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Matters subject to review and approval or disapproval by the Architectural Control Committee include, but are not limited to, details and written plans and specifications of all construction, subject to the approval of the appropriate city, county or state authorities. No building of any type can be erected or placed on any Lot until the building plans and color scheme have been approved in writing, by the Architectural Control Committee, as to conformity and harmony of external design with planned or existing structure within The Property, nor shall any existing structure be externally altered in any manner as to substantial changes in landscaping, color scheme, fencing, and physical amenities without prior written approval. The Architectural Control Committee's approval shall also be required for swimming pools, spas and outdoor courts. The Architectural Control Committee shall have the authority to establish guidelines, criteria and procedures governing compliance, by Owners, with the provisions of this covenant.

Section 3.2 Architectural Control Committee Address

All plans, specifications and plot plans shall be submitted to the Architectural Control Committee at the following address:

Sequoia Springs
Architectural Control Committee
22307 S. Cottonwood Dr.
Kennewick, WA 99338

Or to such other address as may hereafter be given in writing to the Owners.

Section 3.3 Approval for Building or Clearing

The following shall apply to all matters within the jurisdiction of the Architectural Control Committee:

- a) No Living Unit or Lot shall be subdivided without prior written approval by the Architectural Control Committee.
- b) During the Development Period, no initial construction of a Living Unit or accessory building on any Lot shall be commenced until written approval thereof has been obtained from the Architectural Control Committee.
- c) No conversion, addition to or exterior alteration of the physical appearance of all or any portion of an existing Living Unit, accessory building shall be commenced until written approval of the Architectural Control Committee has been obtained.
- d) No clearing, excavation or filling shall be permitted on a Lot until written approval of the Architectural Control Committee is obtained.
- e) In order to obtain approval pursuant to this Article, an Owner or Participating Builder shall submit to the Architectural Control Committee, as applicable, written plans and specifications showing the nature, kind, shape, height, material, colors, general landscaping, location and other information relevant to the application for approval.
- f) The construction of a Living Unit, accessory structure or major alterations thereto shall be done by a licensed and bonded contractor, unless a prior written waiver is obtained from the Architectural Control Committee. Proof of the Participating Builders current contractor license and registration shall be submitted with the plans and specifications.
- g) Plans and specifications shall include a reasonable timetable for the completion of all construction activities and shall in no case, exceed nine (9) months. An extension to complete landscaping may be granted where completion within nine (9) months is not feasible due to weather or other exceptional circumstances. Where appropriate, the Architectural Control Committee may require completion of the exterior or any structure and landscaping with a shorter period of time.
- h) Cascade Natural Gas Company has constructed service for each building lot. Cascade requires that each home constructed at Sequoia Springs use a minimum of a water heater and furnace. If these requirements are not met a fee for the construction will be charged.

Section 3.4 Building Size Requirements

No structure or building of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Living Unit for single-family occupancy only, not to exceed two stories, above grade in height unless approved by the Declarants. All Living Units shall have a garage, attached directly or by roof covered breezeway, of twenty (20) feet or less in

length, for not more than four (4) nor less than two (2) standard size passenger automobiles. Minimum garage size shall be not less than twenty (20) feet deep by twenty-one (21) feet wide.

Each Living Unit may have one (1) accessory or storage building, which must be approved by the Architectural Control Committee. All such structures shall have exterior siding and roofing materials matching those used on the Living Unit. The ground floor area of a Living Unit's main structure, exclusive of porches, decks, patios and garages, shall be not less than two thousand (2,000) square feet for a one (1) story dwelling, not less than one thousand one hundred (1,100) square feet for the ground floor area and a total of two thousand one hundred (2,100) square feet for a two (2) story dwelling. A single story Living Unit with a daylight basement may, with Architectural Control Committee approval on a case-by-case basis, have a main/ground floor of less than two thousand (2,000) square feet. It is the responsibility of the General Contractor, of a basement home to assure that the natural contour of any adjacent lots are not affected by their excavation. A basement, whether daylight or otherwise, shall not be considered as the ground floor. No Living Unit shall have more than two-stories above the high point of the original Lot grade, measured at the foundation, of that portion of the Lot upon which it is situated. No Living Unit or building shall have an overall finished roof height of more than thirty-five (35) feet above the highest point of the original Lot grade, measured at the foundation, of that portion of the Lot upon which it is situated. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarants or a Participation Builder to move, locate and maintain, during the development period, on such portions of the Property owned by that party, or their client, as that party may from time to time select such facilities, as in the sole opinion of that party shall be reasonably required; convenient or incidental to the construction of Living Units and sale of Lots, included but not limited to, business and sales offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of kind, signs and model homes subject to approval thereof by the Declarants.

Section 3.5 Construction Requirements

All Living Units and accessory buildings shall be site built on a concrete slab or foundation with crawl space or basement. No buildings or structures shall be moved from other locations onto any Lot. It is the intent and purpose of this Section 3.5 to assure that all Living Units and accessory buildings are of top quality in both workmanship and materials. Lots 13 through 31 shall be double wall construction; either lap siding, stucco or brick. Both materials and workmanship shall be subject to constant review and approval by the Architectural Control Committee. Construction sites must be kept clean and free of debris that is subject to being moved by wind. It is the responsibility of each Contractor or Owner to control dust and debris on their property at all times.

Section 3.6 Exterior Materials

The following shall be acceptable for use as exterior materials:

- | | | |
|----------|------------------------------|--|
| Roofing: | Class "A" or "B" fire rating | Architectural shingle (Minimum 25 year Rated) |
| Siding: | On all exterior walls | <u>Lots 1 through 12:</u>
Premium quality horizontal or vertical siding composed of wood product (No plywood based sheet type products- No vertical siding on street side walls). Vinyl or concrete based materials-which appear in the wood. A |

Minimum of 100 square feet of the following is required: Stucco-Dryvit-Brick-Stone-Cultured

Lots 13 through 31:

Double wall construction

Lap siding, stucco or brick

A minimum of 100 square feet of stucco, brick or stone is required in conjunction with lap siding.

Driveways: Concrete
Masonry/Brick type tiles
Cobblestone

Fences and walls: Wood
Concrete materials which appear to be wood
Decorative Wrought Iron
Brick-Stone-Cultured or natural
Stucco-Dryvit
Vinyl
No chain-link fence allowed

Paint Colors: Exterior Colors are to be specifically approved by the Architectural Control Committee. Colors should blend with the landscaping and surrounding properties. Primary or bold colors are not acceptable except as an accent color for front door, shutters and trim. Paints or natural finishes shall be those colors commonly know as earth tones and shades of white.

All exterior materials will be considered and must be approved on a case-by-case basis by the Architectural Control Committee.

Section 3.7 Completion Requirements

Any Living Unit or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and required landscaping, within nine (9) months from date of commencement of construction and shall be connected to the public sewer and water system. An extension of time may be granted by the Architectural Control Committee when completion is not feasible due to weather or other exceptional circumstances. Builders shall, within thirty (30) days after substantial completion of a Living Unit, install sidewalks along all property lines which are adjacent and parallel to public streets, using a mix of grass, shrubs and trees. Such landscaping shall extend not less than from the front and/or sidewall of the Living Unit to the street sidewalk. Owner supplied landscaping, for the remainder of the Lot, shall be completed within six (6) months from the closing date of the sale of said Living Unit. An extension of time may be granted by the Architectural Control Committee when completion is not feasible due to weather or other exceptional circumstances.

Section 3.8 Interference with Abutting Owners Use of Property

The Architectural Control Committee shall determine whether any given use of a Lot unreasonably interferes with an abutting Owners use of his/her property, such determination shall be conclusive. The decision of the Architectural Control Committee to approve or disapprove plans shall be made within fourteen (14) working days of submission of a complete set of plans, and shall be in writing. Such written endorsement shall be placed on said plans, one copy of which shall be delivered to the Builder and/or Owner of said Lot. In the event The Committee, or its designated representative, fails to give its approval or disapproval within fourteen (14) working days after plans and specifications have been submitted, approval for plans that meet all the requirements of the Covenants, Conditions, Restrictions, Easements and Reservations will not be required.

Section 3.9 No Warranty

No act by the Architectural Control Committee shall be deemed to be in any way a representation of warranty that the plans or actions reviewed by The Committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with the City of Richland procedures and regulations or other governmental laws or regulations.

ARTICLE 4
GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

Section 4.1 Exterior Maintenance

Each individual Owner shall be obligated to provide exterior maintenance on his/her Living Unit and Lot. However, in the event an Owner of any Living Unit or Lot should fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee; The Committee, or the Developers, as the case may be, shall have the right, through their agents or employees, to enter upon any said premises to repair, maintain and restore the Lot and the exterior of the Living Unit and any other improvements erected thereon at the expense of the Owner.

Section 4.2 Residential Use of Temporary Structures and Garages

No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence temporarily or permanently, except that visitors traveling in a recreational vehicle may use such vehicle while parked in an Owner's driveway for a period of time not to exceed fourteen (14) days. No garage shall be converted to living space or for recreational use excepting that Declarants or a Participating Builder may temporarily convert the garage in a Model Living Unit into a sales and marketing office. Such converted garages shall be converted back to garage

space prior to the sale of the Model Living Unit to the ultimate Owner. Recreational vehicles must be parked at or behind the front building line of the Living Unit and be concealed behind a screening fence.

Section 4.3 Minimum Living Unit Size and Home Quality

All Living Units shall be constructed in accordance with the requirements set forth in Article 3 as well as any additional requirements, which may be added at a later date. Both materials and workmanship shall be subject to constant review and approval by the Architectural Control Committee.

Section 4.4 Building Setbacks

No Living Unit or other structure shall be located nearer to any Lot line than the building setback requirements of the Codes of the City of Richland.

Section 4.5 Fences, Walls and Decks

No fence, wall, hedge or mass planting shall be permitted to extend nearer to any side street than is allowed by the City of Richland building codes. In no event shall side yard fences, walls or hedges project beyond the front walls of any Living Unit or garage. Fences, walls and decks shall be well constructed of suitable materials and shall be artistic in design and shall not detract from the appearance of any of the Living Units located upon adjacent Lots nor be offensive to the Owners or occupants thereof. The Architectural Control Committee shall establish guidelines for the construction, repair, replacement, maintenance or extensions of fences and walls. The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setback, height and fence location requirements set forth herein as The Committee shall in its uncontrolled discretion deem necessary or advisable. There will be no chain link fence allowed in Sequoia Springs.

Section 4.6 Landscaping

Participating Builders shall, within thirty (30) days after substantial completion of a Living Unit, install sidewalks along all property lines which are adjacent or parallel to public street right-of-ways and landscape the front yard and side yard of corner lots, which abut public streets, using a mix of grass, shrubs and trees selected by the Participating Builder.

Section 4.7 Business and Commercial Use of Property Prohibited

No trade, craft, manufacturing enterprise, business or commercial activity of any kind shall be conducted or carried on upon any Lot that would cause an unusual increase in auto or pedestrian traffic, nor shall any goods, equipment, vehicles including buses, trucks and trailers of any description, or materials and supplies used in connection with any trade service or business wherever the same may be conducted, be stored, kept, parked, dismantled or repaired upon any street within the Property nor upon any Lot where it is visible from the street. Nor shall anything be done on any Lot, which may be or may become an annoyance or nuisance to the neighborhood. Except that the Declarants or a Participating Builder may conduct business from a sales and information center or an office within a model home, and store supplies, materials and equipment on any Lot upon which they are building a Living Unit or other structure.

Section 4.8 Animals

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on any property other than the Lot of the Owner of the pet. When not confined to the Owner's Lot or Living Unit, dogs shall be on a leash. All pets must be accompanied by a responsible person when not confined to the Owner's Lot or Living Unit.

Section 4.9 Signs

Except for entrance, street, directional, traffic control, parking and safety signs and such promotional signs as may be maintained by the Declarants and Participating Builders, their agents or contractors, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot. One temporary real estate sign not exceeding six (6) square feet in area, including its frame, may be erected upon any Lot or attached to any Living Unit placed upon the market for sale, rent or lease. Any such temporary real estate sign shall be removed promptly following the closing of the sale, rental or lease of such Lot or Living Unit. Three (3) signs of a political nature, not exceeding six (6) square feet in area each, may be placed by the Owner of said Lot and such signs shall be removed within forty-eight (48) hours after the relevant Election Day.

Section 4.10 Garbage and Trash

No trash, lawn, bush, tree trimmings, dirt, rocks or rubbish of any kind shall be dumped or disposed of on or in any street, ditch or Lot. All garbage and other waste shall be kept in appropriate containers for proper disposal; such containers shall be kept out of site from the streets at all times except on garbage pickup days. The removal and disposal of all such materials shall be the sole responsibility of the Participating Builder or Owner. Should any Participating Builder or Owner fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from said property or street within forty-eight (48) hours following the receipt of notice from the Developer or the Architectural Control Committee informing them of such violation, the Developer or The Committee may have said materials removed and bill the cost of such removal to the offending party.

Section 4.11 Storage of Automobiles, Boats, Trailer and Campers

No Owner of any Lot shall store, in excess of forty-eight (48) hours, any van, camp trailer, camper, camper truck, or any other similar machinery or equipment of any kind in driveways, on public streets or upon any Lot, except standard size pickup trucks and passenger cars. Recreational vehicles may be stored behind the front line of the Living Unit behind a screening fence with exception of any corner lot in which case a vehicle may not be stored on the street side of the Living Unit. Any vehicle belonging to the Owner of any Lot or any member of his/her family or any guest, which is non-operational or in an extreme state of disrepair, shall not be parked upon any street, driveway or Lot within The Property unless said vehicle is within any

enclosed garage. Should any Owner fail to remove any such vehicle within twenty-four (24) hours after notice is delivered from the Developers or The Committee informing them of a violation of this provision; the Developers or The Committee may have such vehicle removed and charge the expense of removal to said Owner.

A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Developers or The Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 4.12 Off-Road Vehicles

No Owner of any Living Unit or Lot nor any member of his/her family or any tenant or guest shall, at any time, operate any motorized off-road vehicle, motorcycle, ATV or similar vehicle of any type upon any portion of The Property whether said property is developed or undeveloped.

Section 4.13 Radio Antennas and Satellite Dishes

No radio or TV antenna shall be permitted to extend more than ten (10) feet above the roofline of any residence without the written approval of the Architectural Control Committee. No satellite dish in excess of twenty-four (24) inches in diameter shall be allowed.

Section 4.14 Swimming Pools, Spas and Outdoor Courts

Swimming pools and spas may only be installed in the back yard of any Living Unit of Sequoia Springs. All fencing and safety features in connection with pools and spas must meet the requirements of the City of Richland and any State of Washington requirements. Driveway basketball hoops are acceptable, but at no time shall a basketball hoop be setup within a public right-of-way or utility easement.

Section 4.15 Outdoor Lighting

Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. No outdoor light on a Lot, except streetlight, shall exceed eight (8) feet in height without prior written approval from the Architectural Control Committee. No sodium vapor, quarts, metal halide or other high intensity lighting is permitted.

Section 4.16 Sanitary Sewer System

Each Living Unit and all other structures requiring sanitary sewer shall be connected to the sanitary sewage disposal system owned and operated by the City of Richland.

Section 4.17 Wells and Septic Tanks

There shall be no water wells or septic tanks on any Lot. Living Units and other structures, which require water and sewer, shall at all times be connected to the water and sewer systems provided by the City of Richland.

Section 4.18 Drilling and Mining



No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil or water wells, tanks, tunnels, mineral extractions or shafts be permitted upon any portion of The Property.

Section 4.19 Weapons

No weapons of any kind or nature, including rifles, shotguns, handguns, BB guns, pellet guns, paintball guns, bows, slingshots, slings, traps or any other weapon shall be used or discharged upon any part of The Property, except by authorized government officials. No hunting shall be permitted upon The Property.

Section 4.20 Leasing and Renting

Not less than the whole of any Lot or Living Unit may be leased or rented, nor shall any Lot or Living Unit be leased or rented for a period of fewer than thirty (30) days.

Section 4.21 Nuisance Prohibited

No noxious or offensive trade or activity shall be conducted on any portion of The Property, nor shall anything be done or maintained therein in violation of the laws of the State of Washington, City of Richland or any other applicable governmental entity. Nothing shall be done or maintained on any portion of The Property which may be or become an annoyance or nuisance to the neighborhood or detract from the value of The Property.

Section 4.22 Easements

The Declarants for themselves, their successors and assigns, dedicate easements for public utility purposes over the public easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water lines, irrigation lines where applicable, telephone lines, television cable lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of conveyance of each Lot within said Property, and whenever the use of said easement shall cease, the same shall revert to the Owner of the Lot affected by said easement. No structure, planting or other material shall be placed or be permitted to remain upon The Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction of flow of any drainage or irrigation channels except those which are placed by those responsible for said utility or channel, their agents and employees.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Enforcement

The Declarants and each Owner of a Living Unit, Lot or Lots subject to this Declaration, shall have the right to enforce, by any proceeding of law or in equity, all Covenants, Conditions, Restrictions, Easements and Reservations; provided however, that the Declarants right to enforce the provisions of the Declaration shall terminate at such time as the Declarants shall cease to be



the Owner of a Lot or Lots subject to this Declaration. Failure of the Declarants or any Owner to enforce any Covenant, Condition, Restriction, Easement or Reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.2 Severability

Invalidation of any one of these Covenants, Conditions, Restrictions, Easements and Reservations by judgment of court order shall in no way affect any other the same, all of which shall remain in full force and effect.

Section 5.3 Amendment

The Covenants, Conditions, Restrictions, Easements and Reservations of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, including the Declarants, their respective legal representatives, heir, successors and assigns for a term of twenty (20) years from the date of this Declaration being recorded, after which time said Covenants, Conditions, Restrictions, Easements and Reservations shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants, Conditions, Restrictions, Easements and Reservations, which is signed by not less than seventy-five percent (75%) of the Owners then owning any of The Property described in Exhibit "A", and shall have been filed with the Benton County Auditor. The Covenants, Conditions, Restrictions, Easements and Reservations of this Declaration may be amended by the Declarants during the first twenty (20) year period or after that period by an instrument signed by not less than seventy-five percent (75%) of the Owners then owning a Living Unit, Lot or Lots within The Property described in Exhibit "A"; provided however, that there shall not be for any reason, amendments or changes otherwise as to be inconsistent with this Declaration. If there is any conflict among or between the Declaration and amendments thereto, the provisions of this Declaration shall prevail. Amendments shall take affect when they have been filed and recorded with the Benton County Auditor.

Section 5.4 No Warranty of Enforceability

While the Declarants have no reason to believe that any of the Covenants, Conditions, Restrictions, Easements and Reservations contained in this Declaration may or may become invalid or unenforceable for any reason or to any extent, the Declarants make no warranty or representation as to the present or future validity or enforceability or any such Covenants, Conditions, Restrictions, Easements and Reservations. Any Owner acquiring a Living Unit, Lot or Lots in reliance on one or more of such Covenants, Conditions, Restrictions, Easements and Reservations shall assume all risks of the validity and enforceability thereof, and by acquiring said Living Unit, Lot or Lots, agrees to hold the Declarants harmless thereof.

Section 5.5 Termination of Declarants Responsibility

In the event the undersigned shall convey 90% or more of their remaining right, title and interest in and to The Property to any partnership, individual or corporation, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder.

DATED this 27 day of June 2005

By: Badger Properties LLC
by P. B. Wilson

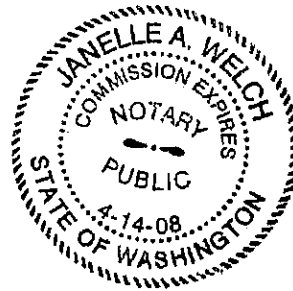
STATE OF WASHINGTON)
County of Benton)ss.

On this 27 day of June, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Thayne B. Wisler known to me to be the persons whose names are subscribed to the foregoing instrument, under oath stated that they are authorized to execute this instrument and acknowledged that they are the owners of certain real property known as Sequoia Springs, who acknowledged to me that they signed same as for the uses and purposes therein mentioned.

WITNESS MY SEAL.

Janelle A. Welch
Notary Public for Washington

Residing at Conney



Commission Expires: 4-14-08