PUBLIC OFFERING STATEMENT FOR WARM SPRINGS RANCH

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

Dated: July 2, 2026

NOTICES

RIGHT TO CANCEL. (1) You are entitled to receive a copy of this public offering statement and all material amendments to this public offering statement before conveyance of your lot. Under RCW 64.90.635, you have the right to cancel your contract for the purchase of your lot within seven days after first receiving this public offering statement. If this public offering statement is first provided to you more than seven days before you sign your contract for the purchase of your lot, you have no right to cancel your contract. If this public offering statement is first provided to you seven days or less before you sign your contract for the purchase of your lot, 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 pursuant to section (3) of this notice. If this public offering statement is first provided to you less than seven days before the closing date for the conveyance of your lot, you may, before conveyance of your lot to you, extend the closing date to a date not more than seven days after you first received this public offering statement, so that you may have seven days to cancel your contract for the purchase of your lot.

(2) You have no right to cancel your contract upon receipt of an amendment to this public offering statement; however, this does not eliminate any right to rescind your contract, due to the disclosure of the information in the amendment, that is otherwise available to you under generally applicable contract law.

(3) If you elect to cancel your contract pursuant to this notice, you may do so by hand-delivering notice of cancellation, or by mailing notice of cancellation by prepaid United States mail, to the seller at the address set forth in this public offering statement or at the address of the seller's registered agent for service of process. The date of such notice is the date of receipt, if hand-delivered, or the date of deposit in the United States mail, if mailed. Cancellation is without penalty, and all payments made to the seller by you before cancellation must be refunded promptly.

OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS. 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 and the purchase agreement are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

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 dealer or the declarant's or dealer's agent identified in the 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, affirmation, 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.

MODEL UNITS. Model units are intended to provide you with a general idea of what a finished unit might look like. Units being offered for sale may vary from the model unit in terms of floor plan, fixtures, finishes, and equipment. You are advised to obtain specific information about the unit you are considering purchasing.

RESERVE STUDY. The association does not have a current reserve study. Any reserve study should be reviewed carefully. It 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 as a special assessment 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.

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 seller of a lot are at risk and may be lost if the seller defaults.

CONSTRUCTION DEFECT 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 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. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.

ASSOCIATION INSURANCE. The extent to which association insurance provides coverage for the benefit of lot owners 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, what is and is not covered by the association's policy, and what additional insurance you should obtain.

QUALIFIED WARRANTY. Your lot is not covered by a qualified warranty under chapter 64.35 RCW.

THIS LOT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

THE PURCHASER OF THIS LOT WILL BE REQUIRED TO BE A MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS.

THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE LOT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL LOT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE LOT AND LOSS OF THE LOT THROUGH FORECLOSURE.

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE LOT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF THE LOT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

PURCHASERS OF THIS LOT SHOULD CAREFULLY REVIEW THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL.

This Public Offering Statement ("Statement") is being furnished to prospective purchasers of Lots in Warm Springs Ranch, a Plat Community ("Community"), developed by Warm Springs Properties, LLC, a Washington Limited Liability Company ("Declarant"), pursuant to the Declaration of Covenants, Conditions, Easements, and Restrictions for Warm Springs Ranch ("Declaration"), recorded under Auditor's File No. 2014644, in the County of Franklin, State of Washington.

1. Name and Address of Declarant.

Warm Springs Properties, LLC
12111 Hillcrest Dr.
Pasco, WA 99301

2. Name and Address of Management Company.

N/A

3. Relationship of Management Company to Declarant.

N/A

4. Name and Address of Community.

Warm Springs Ranch
Located in the City of Pasco, Franklin County, Washington

The actual addresses of the Community have not been assigned as to all of the Lots.

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.

N/A

7. Nature of the Interest Being Offered for Sale.

The interest being offered for sale is fee simple ownership of Lot(s).

8. General Description of the Community.

Warm Springs Ranch consists of 14 Lots.

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

The Lots have been platted. The Common Elements of the community include fire suppression tank, the cluster mailbox, the right-of-way frontage and irrigation system, and the utilities serving the Common Elements.

10. Number of Existing Lots in the Community.

14 Lots.

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

There are no existing or expected common amenities.

12. Brief Description of the Limited Common Elements.

None.

13. Identification of Any Rights of Persons Other Than Lot Owners to Use Any Common Elements, 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 $500.00. 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.

Additionally, there will be a school mitigation payment fee assessed and collected by Pasco School District No. 1 in the amount of $4,700.00 prior to the issuance of a building permit for each Lot.

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.**

    None.

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 the Declaration. All Lots and dwelling units shall be used solely for single-family residential purposes. No commercial, transient, or hotel-type use is permitted.

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

    All rental and lease restrictions are set forth in the Declaration. No Lot or dwelling unit may be leased or rented for a term of less than 365 consecutive days.

24. **Brief Description of Any Rights of First Refusal to Lease or Purchase Any Lot or Common Elements 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 in the Easements. The Association has the authority to obtain liability and other insurance. See Declaration.

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. Currently, there are no additional current or expected fees that are not included in the assessments.

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 budget has been completed and is available. A Reserve Study has not been completed at this time.

30. Brief Description of Any Real Estate 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 $21,156.00 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 $1,101.00, plus the per Lot irrigation assessment.

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 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 appoint or remove officers and directors of the Association or to veto or approve proposed actions of the Board of Directors or the Association. The period of Declarant control terminates no later than the earliest of: (a) sixty days after conveyance of seventy-five percent (75%) of the Lots to Owners other than the Declarant; (b) two years after the last conveyance of a Lot, except to a dealer; (c) two years after any right to add new Lots was last exercised; or (d) the day the Declarant, after giving notice in a record to Lot Owners, records an amendment to the Declaration voluntarily surrendering all rights to appoint and remove officers and board members. See Declaration, Section Three, Paragraph J.2.

2. The Building and Design Committee shall be composed solely of the Developer until at least 75% of the lots have been sold. See Declaration, Section Three, Paragraph F.

3. Declarant shall have an easement across all Lots for ingress, egress, storage, and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Property during the Development Period. See Declaration, Section Six, Paragraph B.

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.

N/A.

40. Other Information.

Irrigation water will be provided by River Ranch Water Company, and each Lot will be assessed for irrigation water by the HOA.

Potable water is only available by private exempt well. Each individual lot is limited to a maximum daily withdrawal of 357 gallons.

All Lots will require a septic system which complies with the Benton-Franklin District Board of Health rules and regulations.

Lots 1 through 6 and 8 through 10 are either entirely or partially within known archaeology site #45FR19. Lot owners are required to obtain a permit from the Washington State Department of Archeology and Historic Preservation prior to any excavation within the known site boundary.

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 many be amended from time to time:

Exhibit A	Community Declaration
Exhibit B	Recorded Plat Map
Exhibit C	Association Articles of Incorporation
Exhibit D	Association Bylaws
Exhibit E	Association Budget
Exhibit F	Current Reserve Study
Exhibit G	Developers Agreement for Irrigation Water
Exhibit H	School Mitigation Agreement

ACKNOWLEDGEMENT

The undersigned acknowledges that they have been provided with and are in receipt of the foregoing Public Offering Statement for Warm Springs Ranch and all attachments thereto.

____
SIGNATURE

____
NAME

____
DATE

EXHIBIT A

COMMUNITY DECLARATION AND AMENDMENTS

FRANKLIN COUNTY RECORDING
COVER SHEET

NAME AND RETURN ADDRESS:
Joel Comfort
Miller, Mertens, & Comfort, PLLC
1020 N. Center Pkwy, Suite B
Kennewick, WA 99336

FORM COMPLETED BY: Joel Comfort PHONE # 509 374 4200
PLEASE PRINT OR TYPE INFORMATION:

DOCUMENT TITLE(S) (or transaction contained therein) 26 - 202
1. Declaration of Protective Covenants for Warm Springs Ranch
2.
3.

GRANTOR(S) (Last name, first name, middle name/initials):
1. Warm Springs Properties, LLC
2.
3.
4.

☐ Additional names on page ________ of document

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

GRANTEE(S) (Last name, first name, middle name/initials):
1. Warm Springs Properties, LLC
2.
3.
4.

☐ Additional names on page ________ of document

LEGAL DESCRIPTION (Abbreviated: ie.lot, block, plat or section, township, range)

Lots 1 through 14 of the Plat of Warm Springs Ranch

☑ Additional legal is on page 22 of document

AUDITOR'S REFERENCE NUMBER(S)

2014209

ASSESSOR'S PROPERTY TAX PARCEL NUMBER

126 150 017 10P

☐ Additional parcel numbers on page ________ of document

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

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of $50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

____
Signature Date

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Signature Date

DECLARATION OF PROTECTIVE COVENANTS
FOR WARM SPRINGS RANCH

THIS DECLARATION is made on the 2nd day of July, 2026, by **WARM SPRINGS PROPERTIES, LLC,** a Washington Limited Liability Company, owner of the real property herein described (the "Declarant").

WITNESSETH:

WHEREAS, the property herein described is currently planned for private, residential lots; and

WHEREAS, it is the undersigned's intention that said lots will be developed and sold subject to certain protective covenants, easements, conditions, restrictions, and reservations, as hereinafter set forth.

NOW, THEREFORE, the undersigned hereby declare that all the properties described below shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

SECTION ONE
Definitions

A. Association. The association shall be the Warm Springs Ranch Homeowners Association, its successor or assigns, which will be a non-profit association under the laws of the State of Washington, created to own and/or maintain the fire suppression tank, the cluster mailbox, the right-of-way frontage and irrigation system, and any other commonly owned or maintained property within the Development and to manage the affairs of the homeowners within the Association.

B. Owner. The term "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

C. Developer or Declarant. The term "Developer" or "Declarant" shall mean and refer to Warm Springs Properties, LLC, its successors or assigns.

D. Development. "Development" shall mean the property which is included within Franklin County, Washington as described in Section Two.

E. Common Properties. Common properties are the properties owned by the Association for the common use and enjoyment of the members of the Association, including but not limited to the water delivery system installed in the easements and otherwise for common usage on the Property.

F. Lot(s). A lot is any plot of land shown upon any recorded subdivision map of the Property with the exception of the common properties.

G. Member. Every person or entity that holds membership in the Association as provided in Section Three.

H. Development Period. The Development Period shall be the time from the date these Covenants are recorded until seventy-five percent (75%) of the Lots in the Development have been sold.

I. Plat. "Plat" shall mean the final plat of Warm Springs Ranch, and any subsequent final plat phases of Warm Springs Ranch as may be recorded platting any portion of the Property.

J. Governing Documents. "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, or the Owners.

K. Property. "Property" shall initially mean the real property described and/or depicted in Exhibit A, subjected to the terms of the Declaration and all improvements now or hereafter placed on the thereon by amendments recorded by the Declarant.

L. Declaration. "Declaration" shall mean this Declaration of Protective Covenants for Warm Springs Ranch, as it may from time to time be amended.

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

SECTION TWO
Real Property

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the County of Franklin, State of Washington, and legally described as follows: See Exhibit A which is attached hereto and incorporated herein by this reference. All Owners are advised that their Lot lies in close proximity to a farm and that the operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington "right to farm" act.

SECTION THREE
Homeowners Association

A. Creation of Homeowners Association. There shall be created a Homeowners Association which shall be responsible for management of the fire suppression tank, the cluster mailbox, the right-of-way frontage and irrigation system, the contract with River Ranch Water Company for the delivery of irrigation water, reviewing the plans for all proposed new construction, additions, or modifications and performing all other functions related to the proper management of the development.

B. Maintenance of Common Elements. The Association shall be responsible for the operation, care, maintenance, repair, replacement, and upkeep of all common elements within the Development, whether located within or outside of any public or private rights-of-way, except as may otherwise be expressly provided in this Declaration. Common Elements shall include, without limitation, all real property and improvements owned by, dedicated to, or maintained by the Association for the common use and benefit of the Owners, including but not limited to the fire suppression tank, the cluster mailbox, the right-of-way frontage and irrigation system, utilities serving Common Elements, and any related improvements or appurtenances. The Association shall maintain all Common Elements in a clean, safe, and attractive condition consistent with applicable governmental requirements and community standards.

C. Members. Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject to these Covenants shall be a member of the Association. This shall not include any person or entity that holds an interest in any lot as security for the performance or payment of any obligation. Membership is appurtenant to the ownership of the lot and may not be separated from the lot. Upon transfer of the fee title to the property or upon execution and delivery of a real estate contract for the sale of the property, or the assignment of the purchaser's interest in a contract for the sale of a lot, the membership in the Association shall be deemed to be transferred to the grantee, contract purchaser or contract assignee. The ownership of or a contract purchasers' interest in a lot shall be the sole qualification for membership.

D. Voting Rights. The voting members of the Association shall be all those owners defined in Section Three, Paragraph C. Members shall be entitled to one vote per each lot owned in the Development. In the event the lot is owned by more than one person or entity, the owners shall designate which owner is entitled to cast the vote for the lot.

E. By-laws. The Association shall adopt By-laws, which are not inconsistent with these covenants, to regulate the affairs of the Association.

F. Building and Design Committee. The Association shall establish a Building and Design Committee. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the building requirements set forth in this declaration. The primary purpose of such committee shall be to assist property owners in achieving compliance with such building restrictions and the overall intent of the Development. The Building and Design Committee shall consist of at least three (3) members of the Association; provided, however, the Building and Design Committee shall be composed solely of the Developer until at least 75% of the lots have been sold. Thereafter, membership of the said committee shall be determined by the Board of Directors of the Association.

G. Submission of Plans. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the Building and Design Committee for review prior to commencing construction.

H. Approval of Plans. No new construction, change, modification, or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph G, above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Building and Design Committee. Approval will be based upon factors set forth in Section Four below but is not limited to those considerations so long as the Committee acts reasonably, uniformly and consistently in its approval or disapproval. In the event the Building and Design Committee fails to approve or disapprove such design and location plan within sixty (60) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

I. Liability of Committee and Homeowner for Compliance. Notwithstanding the foregoing provisions, neither the Association, the Building and Design Committee or the Developer shall have an affirmative obligation to ascertain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Association, the Building and Design Committee or the Developer shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Developer, the Association, the Building and Design Committee and each of its members on account of any activities of the Building and Design Committee relating to such owner's property or buildings to be constructed on his or her property.

J. Management of the Association.

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 Development Period. Upon termination of the Development Period, the Board shall be elected among the Owners, in accordance with terms and provisions of the By-laws.

2. Period of Declarant Control. During the Development Period the Declarant shall control the Association and may appoint or remove members of the Board of Directors at the Declarant's discretion, and may unilaterally veto or approve actions of the Board or Association. The period of Declarant control terminates no later than the earliest of: (a) sixty days after conveyance of seventy-five percent (75%) of the Lots to Owners other than the Declarant; (b) two years after the last conveyance of a Lot, except to a dealer; (c) two years after any right to add new Lots was last exercised; or (d) the day the Declarant, after giving notice in a record to Lot Owners, records an amendment to the Declaration voluntarily surrendering all rights to appoint and remove officers and board members.

3. 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 By-laws, including but not limited to:

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

3.2 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 property of the Association.

3.3 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.

3.4 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.

3.5 Insurance. The Board shall obtain insurance as set forth in this Declaration.

3.6 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.

3.7 Enforcement of the Declaration. The Board shall have the power to enforce the provisions of this Declaration against all Owners. The Board shall have the authority to establish and levy fines for failure to comply with the provisions in this Decleration. 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.

K. Associations Budget and Assessments.

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.

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.

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, including the sum of all taxes and assessments levied against, and the cost of insurance, charges for any services furnished to the Association 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.

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.

5. Working Capital Contribution. Upon closing of the sale of a Lot from the Declarant to any Person, an initial amount of $500.00 shall be paid by such Person to the Association at Closing and be used as a working capital contribution to the Association.

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.

7. Irrigation Water Assessment. Irrigation water is supplied to each Lot by Agreement between the Association and a third-party water supplier, as more fully outlined in Section Five herein. Per the irrigation water agreement, the Association pays an annual fee to the water supplier for the irrigation water service. The Board shall determine and levy on every Owner an irrigation water assessment of an amount equal to the annual fee charged by the water supplier, divided by the total irrigable acres for the Development (23.2 acres), and multiplied by the number of acres for the Owner's Lot.

8. Special Assessments. In addition to the general assessments authorized by this Declaration, 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 any equipment or property, provided that such assessment shall be approved by a majority of all Owners at a special meeting duly called for such purpose.

9. 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.

10. 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.

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

L. Lien and Collection.

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.

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.

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).

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.

M. Insurance, Condemnation and Indemnification.

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:

1.1 Property Insurance. Insurance for the full insurable replacement value of all improvements, equipment, and fixtures that the Association owns.

1.2 Commercial General Liability Insurance. Commercial general liability insurance in an amount determined by the Association, insuring the Association, the Declarant during the Development Period, and any managing agent against liability to the public or to the Owners and their guests, invitees, or tenants.

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

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.

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.

2. 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.

SECTION FOUR
Building and Use Restrictions

A. Building Restrictions. No building, except a single-family residential building, together with such other accessory buildings as may be permitted by local land use or ordinance, shall be permitted. Such accessory buildings shall not be used for, or in connection with, multi-family living, and each building site shall be used for no more than one family. No manufacturing or commercial activities shall be permitted on any lot. All dwellings must be approved by the committee prior to the start of construction. All accessory buildings shall only be constructed simultaneously with or subsequent to the construction of the residential building. No accessory building, tent, shack, or other outbuilding erected or placed on the Property shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

B. New Construction. All construction on Lots shall be new, and no dwelling, outbuilding, shed or any other building of any kind which has been earlier constructed at another location shall be moved to or erected upon any portion of the Property.

C. School Mitigation Payment. All Lots within the Development are subject to a School Mitigation Agreement, recorded under Franklin County Auditor File No. 1940503. Prior to obtaining a building permit for the Lot, each Owner is required to pay a Mitigation Payment to Pasco School District No. 1, in the amount of Four thousand, Seven hundred dollars ($4,700.00).

D. Dwelling Restrictions. Dwellings shall contain a minimum of 3000 square feet of heated living space, exclusive of garages, porches, basements, unfinished areas patios, breezeways or other exterior areas. Any single-story house with a basement shall be considered a single story house and the main floor shall contain a minimum of 3000 square feet of heated living space.

E. Construction Standards.

1. Prior to construction of a residence the Owner must maintain their Lot including mowing all vegetation at least twice per year. Construction on any residence shall be completed as to external appearance within a reasonable time from the commencement of construction. During construction the builder must maintain suitable refuse and scrap containers that prevent construction and other trash from leaving the building site. Construction sites must be kept in a clean and orderly condition at all times. Lots must be mowed twice per year during construction. Failure to properly maintain a Lot prior to or during construction may cause construction activity to be halted by Developer and assessment of a lien on the lot until necessary corrections are made or for costs paid by the Association or the Developer to bring the Lot into compliance.

2. Permitted siding materials include stucco, fiber-cement lap siding (e.g., HardiePlank), natural wood lap siding, cedar shingles/shakes, or masonry (stone or brick) veneer. The use of T1-11, scored plywood, or similar sheet-style wood siding is strictly prohibited. Additionally, aluminum and vinyl siding are not permitted. Exteriors colors of all residences and outbuildings shall be earth tones or as accepted by the Building and Design Committee prior to construction and no bright or obnoxious colors shall be approved. Garages shall match the design and architecture of the residence.

3. Roofing material shall be either 1) 40-year architectural shingles or better, 2) cement or ceramic tile roofing, or 3) NRM-2000 Mechanically Seamed Panels. Exterior colors for shingle or tile roofing shall be earth tones or black. No bright or obnoxious colors shall be

approved. All dwellings must have a minimum roof pitch of 1x12.

4. No mobile homes or manufactured homes shall be permitted.

5. Outbuildings, including shops or barns, shall not have a sheltered area greater than the living space of the main floor of the residence. Outbuildings must be behind the front setback line of the residence. Outbuildings are allowed if lawful pursuant to the applicable zoning and land use laws and building code in effect at time of construction. No outbuilding shall be used for residential purposes at any time. All outbuildings must have the same exterior finish and color as the residence and must have more than one roofline.

6. Any and all fences on all lots shall be either metal with a black finish or chain link with a black powder finish. No block, vinyl, wood or other cyclone fencing is permitted, except that block pillars with metal fencing is acceptable. No fence shall contain or incorporate any type of vision or view impairing slats or similar material and no fence will be allowed that will affect or block the view of any neighboring Lot. The Building and Design Committee shall establish a uniform type, style and quality of fence to be installed by each Owner. Attached as Exhibit B is a depiction of fences allowed.

7. Lots will be kept free of weeds and illegal or noxious plants. Areas which are not used for buildings shall be landscaped and shall be properly irrigated at all times. This maintenance requirement extends to the edge of pavement of any road abutting upon a lot or to the gravel margin of said road if the road is unpaved.

8. All utilities on the lot shall be installed underground. Sewage disposal facilities for residences shall meet the requirements of Franklin County and the Benton Franklin Public Health District.

9. All security or landscape lighting shall be shielded to preclude dispersion of light to the sides and vertically upward from the fixture. No outside light fixture shall be more than twelve feet off the ground.

10. Lots 1 through 6 and 8 through 10 are either entirely or partially within known archaeology site #45FR19. Lot owners are required to obtain a permit from the Washington State Department of Archeology and Historic Preservation prior to any excavation within the known site boundary.

F. <u>Parking and Recreational Vehicles</u>. No parking of any vehicles, trailers, or equipment is allowed on the street or easements along Kohler and Sun Valley Rd. No more than two vehicles can be parked outside of a garage overnight. Recreational vehicles and boats must be parked behind the front set back line of the residence and must be screened from view from the road by acceptable fencing or other screening. Recreational vehicles and boats may be parked in the driveway for the limited purposes of loading, unloading, cleaning, or mechanical preparation. Such parking shall not exceed forty-eight (48) consecutive hours, and such parking may occur no more than two (2) times in any thirty (30) day period.

G. Landscaping. Landscaping in front of the residence shall be complete no later than the date the building authority issues an occupancy permit for the residence. Landscaping in the back of the residence shall be complete within one year from issuance of the occupancy permit. No poplar or cottonwood trees shall be allowed on the Lot. If there are any violations of this provision the Association can perform this work or bring the property into compliance and all costs shall become a lien against the property.

H. Driveways and Parking Strips. All driveways and parking bays shall be constructed of virgin asphalt, concrete, concrete aggregate, or brick, unless written approval for the use of some other material is given by the Building and Design Committee.

I. Livestock. No livestock husbandry or pasturage of any kind shall be permitted on any Lot, including horses, cattle, swine, sheep, llamas, goats, poultry and other types of livestock. Lots 11-18 are exempt from this restriction, and livestock shall be permitted on those Lots.

K. Pets. Dogs, cats and other household animals may be kept as pets and will be limited to total of five. Exotic or dangerous animals shall not be maintained as pets. Pets shall be confined to the owner's property or shall be under the owners control at all times the pets are off the owner's property. No breeding is allowed on a commercial basis.

L. Sign Restrictions. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than sixteen (16) square feet.

M. Rentals. All Lots and dwelling units shall be used solely for single-family residential purposes. No commercial, transient, or hotel-type use is permitted. No Lot or dwelling unit may be leased or rented for a term of less than 365 consecutive days. Any lease or rental agreement must be in writing and for a minimum term of not less than the stated period. No owner may rent or lease less than the entire dwelling unit. Room-by-room rentals, boarding arrangements, or shared occupancy with non-family members for compensation are prohibited. All leases shall provide that tenants and occupants are subject to and must comply with all Covenants, Conditions, and Restrictions, rules, and regulations applicable to the property. Owners remain responsible for violations committed by their tenants or occupants. Short-term rentals, including but not limited to rentals through platforms such as Airbnb, VRBO, or similar services, are expressly prohibited. For purposes of this Covenant, a "short-term rental" is defined as the rental or occupancy of a dwelling unit for a period of less than the minimum lease term stated above.

N. Water Run-off and Control Restrictions. All Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

O. Compliance with Applicable Building Codes. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes for the County of Franklin, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or their accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by the County of Franklin.

P. 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 and shall be shielded in such a manner as to minimize noise and safety concerns.

Q. Nuisance and Use Restrictions. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

R. Refuse and Maintenance Restrictions. 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 refuse containers shall be placed so as to not be visible from the front or street approach to the residence. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

S. Stored or Abandoned Vehicles and Equipment. Any automobile or other vehicle deemed to be in inoperative condition in excess of thirty (30) days and which causes an undesirable affect in the area may be removed by suit commenced at the request of any Owner or the Homeowners Association. This Property shall not be used for storage for construction machinery, rental equipment or farm equipment. No inoperable machinery, including tractors, trucks, or automobiles may be held on the Property for more than three months. No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment which serve no purpose in operation of the estate may be held or accumulated on the Property.

T. Pools. No above ground pools shall be constructed on the Lots.

U. Wells. Private exempt wells are permitted, subject to any restrictions on the plat. No more than 5,000 gallons per day may be withdrawn from the groundwater to serve this development, and therefore each individual Lot is limited to a maximum daily withdrawal of 357 gallons. Well water shall not be used for irrigation purposes and may not be connected to irrigation systems.

V. Plat Notes. The Plat of Warm Springs Ranch contains the following notices, restrictions, and requirements:

FRANKLIN COUNTY NOTES:

1) All new approaches to county roads will require an approach permit at the time of building permit application.
2) Lot owners shall provide landscaping within the unimproved portion of the right-of-way between the property line and the edge of pavement and/or curb. This shall consist of grass/lawn, river rock, basalt rock, gravel, or other traditional residential landscaping material. Maintenance of the landscaping is the requirement of each individual lot owner.
3) Lots 12 to 14 may require a geotechnical assessment prior to any building or grading permit approval.
4) No more than 5,000 gallons per day may be withdrawn from the groundwater to serve this development. Each individual lot is thereby limited to a maximum daily withdrawal of 357 gallons.
5) Well water shall not be used for irrigation purposes and may not be connected to irrigation systems.
6) All lots within this development shall at all times have an outside irrigation source (separate from individual single-family wells) provided to them for the life of this development.
7) During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided.
8) Franklin County is a right to farm area. The Franklin County right to farm ordinance, as amended, shall apply to activities in this area.
9) This subdivision is located adjacent to a FEMA flood zone and as such stormwater

retention is required. Roads or other impervious improvements shall be designed and engineered to maintain up to a 100-yr storm event on site.

10) Lot owners shall agree to participate in any future L.I.D./R.I.D.'s for roads, drainage, curb and gutters, streetlights, storm sewers, water, and/or sanitary sewers.
11) Lot owners shall be responsible for the maintenance of drainage ditches or swales per the design as shown on the road construction plans for this development, unless they are no longer necessary due to an alternat drainage system being installed.

BENTON-FRANKLIN HEALTH DISTRICT NOTES:

1) This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin District Board of Health rules and regulations at the time of permit issuance.
2) Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date.
3) The lots within this plat may have specific limitations and/or restrictions for the placement of on-site sewage disposal systems. The Benton-Franklin Health Department should be contacted for further information.

IRRIGATION NOTES:

Bureau of Reclamation concurrence for this plat is limited to the extent of the plat's compliance with the requirements of RCW 58.17.310.

Drain Construction: Rising ground water tables are common in irrigation projects. Federal drain construction funds are not available for draining of subdivisions and other areas not in a commercial agriculture land use unless such drainage is incidental to the required drainage of adjacent agricultural land and meets Federal technical and economic feasibility requirements.

This land is included within the South Columbia Basin Irrigation District and is subject to the laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said District. It is also understood and agreed that when this plat is served by County

Roads, irrigable land within the Road right-of-way or isolated by said dedication will not become a charge assessable to Franklin County and payable to the South Columbia Basin Irrigation District for construction, operation and maintenance of the Project.

IRRIGATION APPROVAL:

Water Supply: Concurrence by the Bureau of Reclamation for this plat does not assure the availability of a water supply, nor does it bind the United States to issue a permanent right for a Federal water supply. A supply of Federal project water to this land is assured only upon full compliance with corollary Federal and State legislation.

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION (DAHP):

Lots 1 to 6 and 8 to 10 are either entirely or partially within known archaeology site #45FR19. Lot owners are required to obtain a permit from DAHP prior to any excavation within the known site boundary.

SECTION FIVE
Irrigation System

A. The Developer has made arrangements for a third party provider, River Ranch Water Company, to deliver non-potable water for outdoor use to the Lots and an irrigation water delivery system has been installed. This irrigation water is provided to the Property by the third party provider and delivery to the Property shall be subject to the rules and regulations of such provider and the Homeowner's Association. The Homeowner's Association shall be responsible for the maintenance and operation of the irrigation water delivery system within the Property up to the point of delivery to each Lot, subject to the Homeowner's Association's rules and regulations. All parties, including Owners and Members acknowledge that such irrigation water originates from the South Columbia Irrigation District, agree to comply with all rules and regulations of the South Columbia Irrigation District, and acknowledge such irrigation may be subject to disruption or termination by acts of god or other lawful acts.

B. At the end of the Development period, or earlier at the Developer's option, the Developer will convey the irrigation water delivery system to the Homeowners Association, "AS IS", without any warranties or guarantees of any kind or nature. In particular, the Developer will not warrant that the system or any component of the system will be appropriate or adequate to the needs of the Homeowner's Association or the Owners. In consideration of the conveyance of the irrigation water delivery system to the Homeowners Association and each Owner agree to accept the system in its present condition without warranty and agree to release the Developer from all claims which they may have with regard to the system.

C. The Homeowners Association shall accept the irrigation system in its present condition and the Homeowners Association shall be responsible for the costs of operating, repairing, replacing and maintaining the irrigation system from and after the date of the conveyance of the system to the Homeowners Association by the Developer. The Homeowners Association shall indemnify and hold the Developer harmless from all claims, liabilities, damages or losses relating to the conditions, use or maintenance of the irrigation system.

D. The Homeowners Association shall adopt rules and regulations for the use of irrigation water by Owners within the Development. Such rules and regulations may provide that Owners who violate the rules and regulations of the Homeowners Association, the third-party provider or the South Columbia Irrigation District may have water delivery terminated until such time as the Owner is in full compliance with the rules

E. Within the development are irrigation easements. Within these easements are the mainlines, valves and electronics that distribute irrigation water throughout the Development. All construction is prohibited, with the exception of fences, within these easements. Operating equipment within these easements is prohibited except in consultation and with the approval of the Developer or the Association.

F. To preserve the integrity of the entire irrigation water delivery system, no modification of this delivery system may be made without the express approval of the Developer or the Homeowner's Association. Owners are responsible for the repair and maintenance of the irrigation lines, risers and sprinkler heads that reside within their Lot. The Homeowners Association shall be responsible for maintenance of the irrigation water delivery system consisting of mainlines, distribution valves and their electrical components as located in the irrigation easement. However, Owners are liable for any damage to any portion of the irrigation water delivery system that lies within their Lot that is caused by the Owner actions or the actions of any persons or animals present within the Lot.

SECTION SIX
Easements

A. 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, third party potable and irrigation water provider(s) 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 within the Plat for the purposes stated. 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 landscape 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, third party provider or Association is responsible. The Declarant or the Association is permitted to place trees, lighting, and irrigation equipment or components in the landscape easement at their discretion.

B. Easement for Declarant. Declarant shall have an easement across all Lots for ingress, egress, storage, and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Property during the Development Period.

C. 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 dwelling or other structures located thereon as may be reasonably necessary for the following purposes: (1) emergency repairs to prevent damage to another Lot, or improvements thereon; (2) maintenance, repair, or replacement of any street light accessible or utility from that Lot; and (3) any acts necessary to enforce the provisions of this Declaration.

SECTION SEVEN
Miscellaneous and General Provisions

A. Modification of Restrictions. By written consent of seventy-five (75%) of all of the Lot Owners, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner, provided, so long as Developer continues to own, or have an ownership interest in adjoining properties, these covenants may not be modified or terminated without prior approval and consent of Developer, it being understood that Developer will not unreasonably prohibit modification of these covenants so long as the proposed amendments do not impair the value of the surrounding property owned or retained by Developer.

B. Severability Clause. The Association shall comply with all of the laws, regulations, ordinances, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, the conflicting provisions shall become null and void, but the remaining portions of these declaration shall remain in full force and effect.

C. Termination of Declaration, Covenants, Conditions and Restrictions. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the Owners of seventy-five percent (75%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Franklin County Auditor, County of Franklin, State of Washington.

D. Covenants, Conditions and Restriction Run with the Land. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the Owners of the properties described above, their heirs, successors, and assigns, and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with such Owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration. Any division or alteration of any parcel within the Development shall be explicitly bound by all covenants, conditions, and restrictions contained herein or subsequently adopted by the Homeowners Association.

E. Standing to Enforce Terms of Declaration. Any Lot Owner, or the Homeowners Association, on behalf of all Owners, may maintain legal proceedings to compel or enforce any of the terms and conditions of this Declaration. In addition, so long as the Developer has an interest in any adjoining properties, Developer, acting through one of its representatives, may enforce these covenants. In any such action, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

In addition to the right of any party to enforce the Protective Covenants, in the event any Owner breaches these covenants by commission of acts in violation of the covenants or by omission to perform acts required by the covenants, the Developer or the Homeowners Association shall have the right, but is not obligated, to enforce the provisions of these covenants by curing the breach or default. The Developer or the Association shall be entitled to recover all costs or expenses, including attorney fees, incurred by the Developer or the Association to cure the breach or default.

In the event the breach or default by the Owner does not create an emergency situation, the Developer or the Association shall give the Owner written notice of the breach or default. If the Owner does not cure the breach or default within seven (7) days of the date the notice is delivered to the Owner, then the Developer or the Association may cure the breach or default at the Owner's expense.

In the event, in the opinion of the Developer or the Association, the breach or default by the Owner creates an emergency which threatens to cause injury or damage to persons or property, the Owner or the Association may take immediate action to cure the breach or default without prior notice to the Owner.

In the event the Owner does not pay the costs and expenses incurred by the Developer or the Association to cure a breach or default, the unpaid amount shall be a lien against the Owner's property and shall accrue interest at the rate of twelve percent per annum. The

Developer or the Association may collect the amounts owed by action directly against the Owner or may foreclose the lien against the property.

IN WITNESS WHEREOF, the undersigned have caused this declaration to be executed at Kennewick, Benton County, Washington on the date indicated below.

DATED this 2nd day of July, 2026.

WARM SPRINGS PROPERTIES, LLC,
A Washington Limited Liability Company

By: ______________________________
JOHN DOUGLAS, Member

STATE OF WASHINGTON)
) §
COUNTY OF BENTON)

On this 2nd day of July, 2026, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN DOUGLAS,** to me known to be the Member of **WARM SPRINGS PROPERTIES, LLC,** the company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said company for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said document on behalf of said company.

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

JOEL R COMFORT
NOTARY PUBLIC #23273
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 25, 2026

NOTARY PUBLIC in and for the State of Washington, residing at
PASCO, WASHINGTON
My Commission Expires: 10/25/26

EXHIBIT A
Legal Description

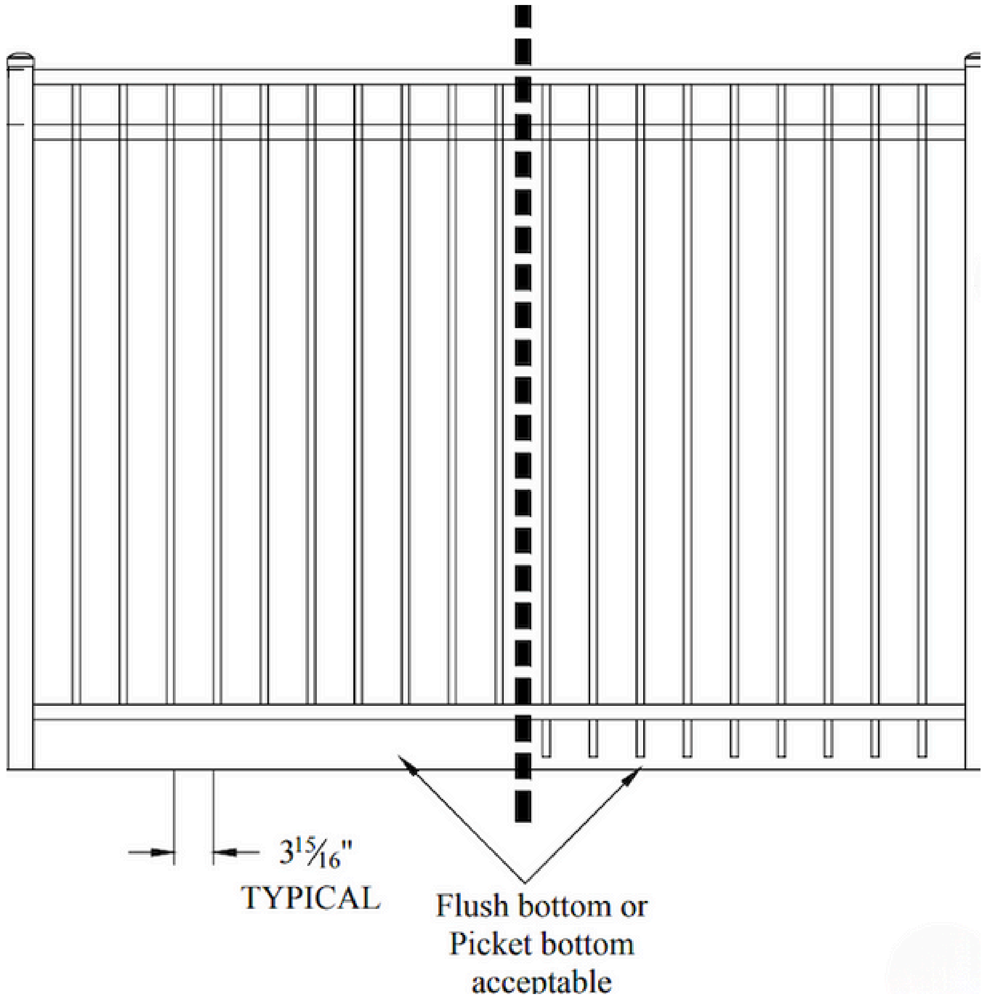
Lots 1-14 of the Plat of Warm Springs Ranch recorded under Franklin County Auditor's File No. 2014209 on June 24th, 2026 in 4 of Plats, at page 767.

EXHIBIT B

Depiction of Allowed Fencing

~~Depiction is available for review at management company for Association.~~

See attached


3 15/16"
TYPICAL
Flush bottom or
Picket bottom
acceptable

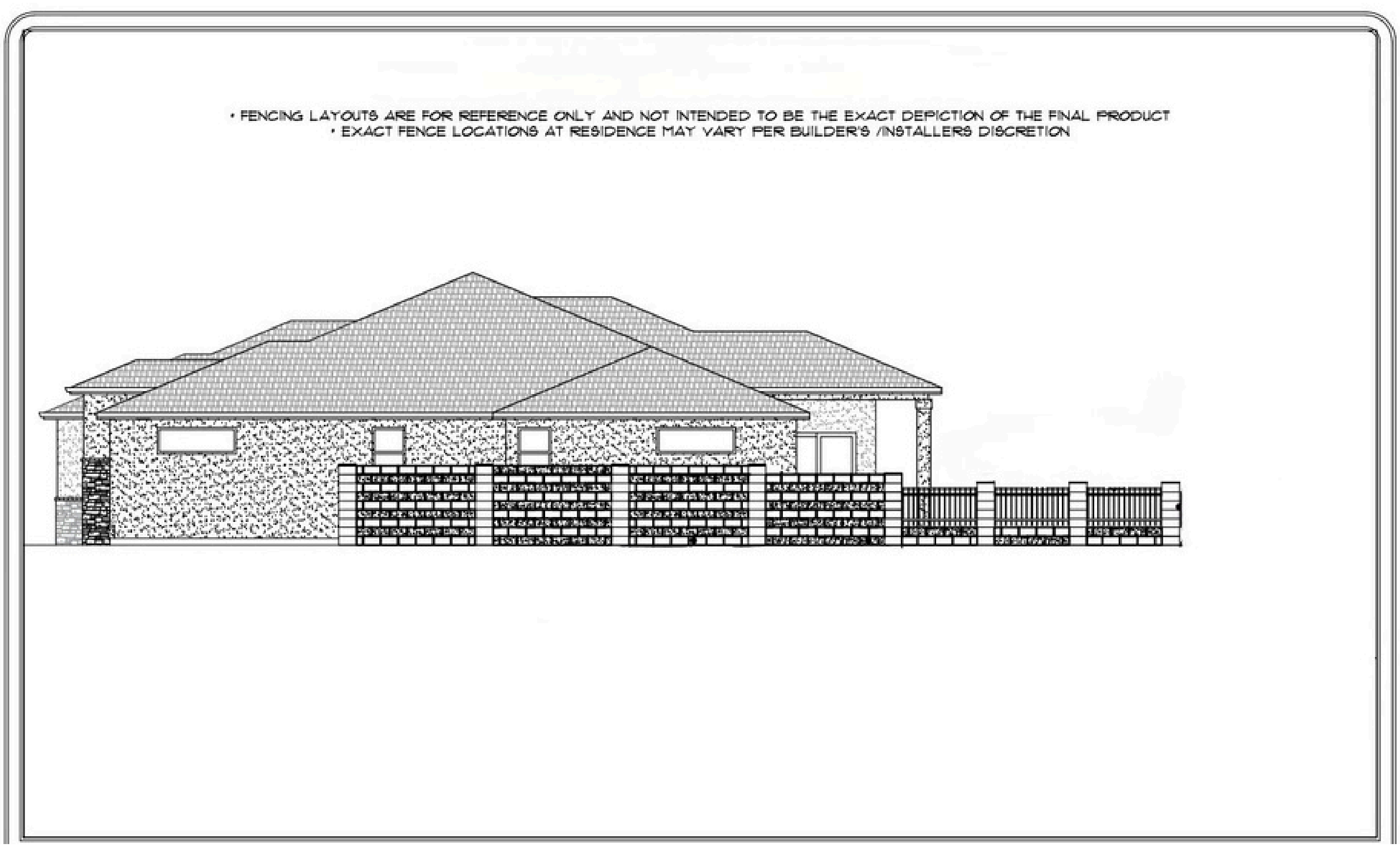

• FENCING LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
• EXACT FENCE LOCATIONS AT RESIDENCE MAY VARY PER BUILDER'S /INSTALLERS DISCRETION

EXHIBIT B

PLAT MAP OF COMMUNITY

WARM SPRINGS RANCH FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, COLLECTIVELY BEING PARCEL 2 AS DEPICTED ON RECORD SURVEY RECORDED UNDER AUDITOR'S FILE NO. 1844923 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 88°53'39" WEST ALONG THE NORTH LINE OF SAID SECTION 1558.09 FEET TO THE NORTHERLY NORTHEAST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OD SAID PARCEL 2 THE FOLLOWING COURSES; THENCE SOUTH 00°52'33" WEST, 239.98 FEET; THENCE NORTH 88°53'42" EAST, 220.00 FEET; THENCE SOUTH 00°52'33" WEST, 422.31 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 88°55'32" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 1836.09 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER; THENCE NORTHEASTERLY ALONG SAID MEANDER LINE THE FOLLOWING COURSES; THENCE NORTH 21°47'59" EAST 194.05 FEET; THENCE NORTH 00°48'37" EAST 131.44 FEET; THENCE NORTH 29°49'13" EAST 215.28 FEET; THENCE NORTH 39°24'56", EAST 56.37 FEET; THENCE NORTH 21°47'58" EAST 133.80 FEET TO THE SAID NORTH LINE OF SECTION 1; THENCE NORTH 88°53'39" EAST ALONG SAID NORTH LINE 1359.73 FEET TO THE TRUE POINT OF BEGINNING AND END OF THIS PARCEL DESCRIPTION.

CONTAINING 24.96 ACRES, MORE OR LESS

BASIS OF BEARINGS

A LOCAL PROJECTION OF NAD83/2011, WASHINGTON STATE PLANE, SOUTH ZONE, OBTAINED BY UTILIZING CITY OF PASCO CONTROL POINT NUMBERS 40, 41, AND 42. PROJECT DATA HAS BEEN SCALED TO GROUND USING A SCALE FACTOR OF 1.0000919689. BEARINGS SHOWN ARE GRID, DISTANCES ARE GROUND, SURVEY FEET.

METHOD OF SURVEY AND EQUIPMENT USED

FIELD PROCEDURES INCLUDED STATIC AND REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS FROM THE AFOREMENTIONED CONTROL POINTS. FOUND MONUMENTS WERE TIED USING TWO DIFFERENT INITIALIZATIONS. EQUIPMENT USED CONSISTED OF: TWO TRIMBLE R12i (DUAL FREQUENCY) GEODETIC GRADE, GLONASS RECEIVERS AND TRIMBLE TSC7 CONTROLLERS.

MINIMUM STANDARDS CERTIFICATION

THIS SURVEY COMPLIES WITH THE REQUIREMENTS SET FORTH IN TITLE 58 OF THE REVISED CODE OF WASHINGTON (RCW), AS WELL AS THE MINIMUM STANDARDS ESTABLISHED IN CHAPTER 332-130 OF THE WASHINGTON ADMINISTRATIVE CODE (WAC)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

BUREAU OF RECLAMATION CONCURRENCE FOR THIS PLAT IS LIMITED TO THE EXTENT OF THE PLAT'S COMPLIANCE WITH THE REQUIREMENTS OF RCW 58.17.310

DRAIN CONSTRUCTION: RISING GROUND WATER TABLES ARE COMMON IN IRRIGATION PROJECTS. FEDERAL DRAIN CONSTRUCTION FUNDS ARE NOT AVAILABLE FOR DRAINING OF SUBDIVISIONS AND OTHER AREAS NOT IN A COMMERCIAL AGRICULTURE LAND USE, UNLESS SUCH DRAINAGE IS INCIDENTAL TO THE REQUIRED DRAINAGE OF ADJACENT AGRICULTURAL LAND AND MEETS FEDERAL TECHNICAL AND ECONOMIC FEASIBILITY REQUIREMENTS.

THIS LAND IS INCLUDED WITHIN THE SOUTH COLUMBIA BASIN IRRIGATION DISTRICT AND IS SUBJECT TO THE LAWS OF THE UNITED STATES AND THE STATE OF WASHINGTON RELATIVE TO THE COLUMBIA BASIN PROJECT AND IS LIABLE FOR FURTHER ASSESSMENTS, IF ANY, LEVIED BY SAID DISTRICT. IT IS ALSO UNDERSTOOD AND AGREED THAT WHEN THIS PLAT IS SERVED BY COUNTY ROADS, IRRIGABLE LAND WITHIN THE ROAD RIGHT-OF-WAY OR ISOLATED BY SAID DEDICATION WILL NOT BECOME A CHARGE ASSESSABLE TO FRANKLIN COUNTY AND PAYABLE TO THE SOUTH COLUMBIA BASIN IRRIGATION DISTRICT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PROJECT.

Brian M Scott 6MAY2026
SOUTH COLUMBIA BASIN IRRIGATION DISTRICT DATE

5/14/26
BUREAU OF RECLAMATION DATE

IRRIGATION APPROVAL

WATER SUPPLY: CONCURRENCE BY THE BUREAU OF RECLAMATION FOR THIS PLAT DOES NOT ASSURE THE AVAILABILITY OF A WATER SUPPLY, NOR DOES IT BIND THE UNITED STATES TO ISSUE A PERMANENT RIGHT FOR A FEDERAL WATER SUPPLY. A SUPPLY OF FEDERAL PROJECT WATER TO THIS LAND IS ASSURED ONLY UPON FULL COMPLIANCE WITH COROLLARY FEDERAL AND STATE LEGISLATION.

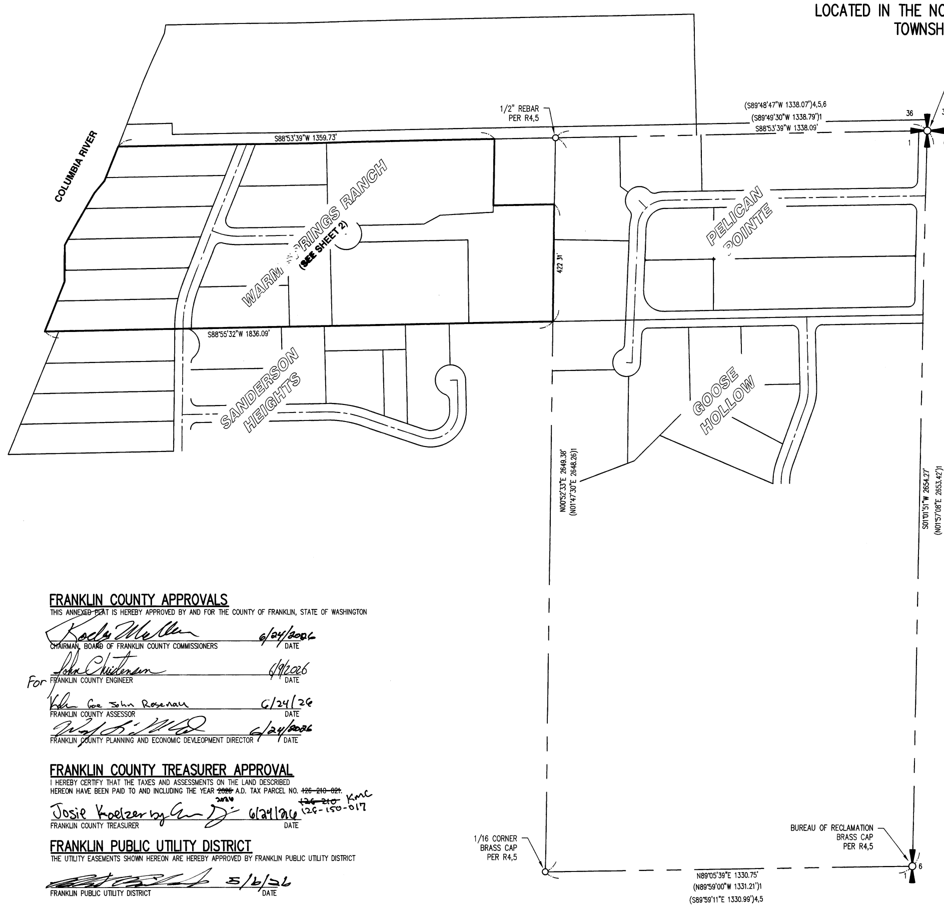
BUREAU OF RECLAMATION

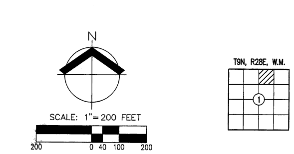
FRANKLIN COUNTY NOTES

1. ALL NEW APPROACHES TO COUNTY ROADS WILL REQUIRE AN APPROACH PERMIT AT THE TIME OF BUILDING PERMIT APPLICATION.
2. LOT OWNERS SHALL PROVIDE LANDSCAPING WITHIN THE UNIMPROVED PORTION OF THE RIGHT-OF-WAY BETWEEN THE PROPERTY LINE AND THE EDGE OF PAVEMENT AND /OR CURB. THIS SHALL CONSIST OF GRASS/LAWN, RIVER ROCK, BASALT ROCK, GRAVEL, OR OTHER TRADITIONAL RESIDENTIAL LANDSCAPING MATERIAL. MAINTENANCE OF THE LANDSCAPING IS THE REQUIREMENT OF EACH INDIVIDUAL LOT OWNER.
3. LOTS 12 TO 14 MAY REQUIRE A GEOTECHNICAL ASSESSMENT PRIOR TO ANY BUILDING OR GRADING PERMIT APPROVAL.
4. NO MORE THAN 5,000 GALLONS PER DAY MAY BE WITHDRAWN FROM THE GROUNDWATER TO SERVE THIS DEVELOPMENT. EACH INDIVIDUAL LOT IS THEREBY LIMITED TO A MAXIMUM DAILY WITHDRAWAL OF 357 GALLONS.
5. WELL WATER SHALL NOT BE USED FOR IRRIGATION PURPOSES AND MAY NOT BE CONNECTED TO IRRIGATION SYSTEMS.
6. ALL LOTS WITHIN THIS DEVELOPMENT SHALL AT ALL TIMES HAVE AN OUTSIDE IRRIGATION SOURCE (SEPARATE FROM INDIVIDUAL SINGLE-FAMILY WELLS) PROVIDED TO THEM FOR THE LIFE OF THIS DEVELOPMENT.
7. DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED
8. FRANKLIN COUNTY IS A RIGHT TO FARM AREA. THE FRANKLIN COUNTY RIGHT TO FARM ORDINANCE, AS AMENDED, SHALL APPLY TO ACTIVITIES IN THIS AREA.
9. THIS SUBDIVISION IS LOCATED ADJACENT TO A FEMA FLOOD ZONE AND AS SUCH STORMWATER RETENTION IS REQUIRED. ROADS OR OTHER IMPERVIOUS IMPROVEMENTS SHALL BE DESIGNED AND ENGINEERED TO MAINTAIN UP TO A 100-YEAR STORM EVENT ON SITE.
10. LOT OWNERS SHALL AGREE TO PARTICIPATE IN ANY FUTURE L.I.D./R.I.D.'S FOR ROADS, DRAINAGE, CURB & GUTTERS, STREETLIGHTS, STORM SEWERS, WATER, AND/OR SANITARY SEWERS.
11. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE DITCHES OR SWALES PER THE DESIGN AS SHOWN ON THE ROAD CONSTRUCTION PLANS FOR THIS DEVELOPMENT, UNLESS THEY ARE NO LONGER NECESSARY DUE TO AN ALTERNATE DRAINAGE SYSTEM BEING INSTALLED.

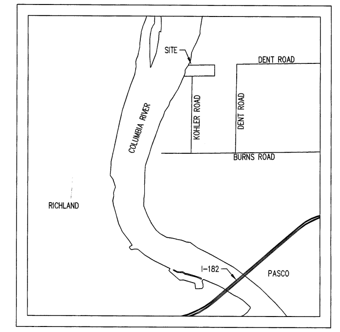
DEPARTMENT OF ARCHAEOLOGY & HISTORICAL PRESERVATION

LOTS 1 TO 6 AND 8 TO 10 ARE EITHER ENTIRELY OR PARTIALLY WITHIN A KNOWN ARCHAEOLOGICAL SITE. LOT OWNERS ARE REQUIRED TO OBTAIN A PERMIT FROM DAHP PRIOR TO ANY EXCAVATION WITHIN THE KNOWN SITE BOUNDARY.





This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easement, acreage or other matters shown thereon.



VICINITY MAP
NOT TO SCALE

FRANKLIN COUNTY APPROVALS

THIS ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF FRANKLIN, STATE OF WASHINGTON

Rocky Mullen 6/24/2026
CHAIRMAN, BOARD OF FRANKLIN COUNTY COMMISSIONERS DATE

For John Christensen 6/9/2026
FRANKLIN COUNTY ENGINEER DATE

for John Rosenau 6/24/26
FRANKLIN COUNTY ASSESSOR DATE

6/24/2026
FRANKLIN COUNTY PLANNING AND ECONOMIC DEVELOPMENT DIRECTOR DATE

FRANKLIN COUNTY TREASURER APPROVAL

I HEREBY CERTIFY THAT THE TAXES AND ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR ~~2025~~ 2026 A.D. TAX PARCEL NO. ~~126-210-021~~ 126-150-017 KMC

Josie Koelzer by 6/24/2026
FRANKLIN COUNTY TREASURER DATE

FRANKLIN PUBLIC UTILITY DISTRICT

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY FRANKLIN PUBLIC UTILITY DISTRICT

5/6/26
FRANKLIN PUBLIC UTILITY DISTRICT DATE

IRRIGATION AND OWNER'S CERTIFICATE

THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARIES OF THE SOUTH COLUMBIA BASIN IRRIGATION DISTRICT ("DISTRICT"). THE DISTRICT HEREBY CERTIFIES THAT THE IRRIGATION EASEMENTS AND RIGHTS OF WAY SHOWN ON THE PLAT ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THE PLAT AND OTHER ADJACENT LANDS WHICH ARE ENTITLED TO DISTRICT IRRIGATION WATER. A SEPARATE WRITTEN AGREEMENT FOR COMPLETED IRRIGATION FACILITIES ______ HAS BEEN APPROVED; OR X WILL NOT BE REQUIRED. (CHECK ONE)
THE OWNER ACKNOWLEDGES THE USE AND EXISTENCE OF IRRIGATION WATER AND DELIVERY SYSTEMS MUST COMPLY WITH ALL DISTRICT RULES AND REGULATIONS AND MAY CAUSE DAMAGE OR BE A HAZARD TO PROPERTY AND PERSONS. THE OWNER ASSUMES ALL RISK ASSOCIATED WITH THE USE AND DELIVERY OF IRRIGATION WATER AND HOLDS THE DISTRICT HARMLESS AND WAIVES ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTERESTS ANY CLAIMS FOR DAMAGES OF ANY KIND AGAINST THE DISTRICT WHICH MAY BE CAUSED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE IRRIGATION FACILITIES; OR FROM THE DELIVERY, LEAKAGE, OR SEEPAGE OF WATER.

Brian M Scott 6MAY2026
SOUTH COLUMBIA BASIN IRRIGATION DISTRICT DATE

John H Douglas May 6, 2026
OWNER DATE

BENTON-FRANKLIN HEALTH DISTRICT

1. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DISTRICT BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE.
2. FURTHER BE ADVISED THIS DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
3. THE LOTS WITHIN THIS PLAT MAY HAVE SPECIFIC LIMITATIONS AND/OR RESTRICTIONS FOR THE PLACEMENT OF ON-SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN HEALTH DEPARTMENT SHOULD BE CONTACTED FOR FURTHER INFORMATION.

THIS PLAT IS HEREBY APPROVED BY THE BENTON-FRANKLIN HEALTH DEPARTMENT FOR THE COUNTY OF FRANKLIN, STATE OF WASHINGTON

Deena Cicodo 5/6/2026
BENTON-FRANKLIN HEALTH DISTRICT DATE

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF FRANKLIN

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT, JOHN DOUGLAS, A REPRESENTATIVE FOR WARM SPRINGS PROPERTIES, LLC, HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT TO BE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Sonia Sanchez May 6, 26
NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES 11/14/2029
RESIDING Pasco, WA

SONIA SANCHEZ NOTARY PUBLIC STATE OF WASHINGTON EXPIRES 11/14/2029

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN HEREON AND THAT ALL STREETS, ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED BY THE NAME "WARM SPRINGS RANCH".

John H Douglas May 6, 2026
JOHN DOUGLAS, WARM SPRINGS PROPERTIES, LLC DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 24th DAY OF June
20 26 A.D. AT 1:40 P M., RECORDED IN VOLUME 4
OF PLATS, AT PAGE 767, AT THE REQUEST OF
AKS ENGINEERING & FORESTRY, LLC, INDEX NO. 2014209
FRANKLIN COUNTY AUDITOR Matt Beaton by Martha Cruz

SURVEYOR'S CERTIFICATE

I, JOSEPH R. LATIMER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON. THIS SURVEY WAS PREPARED AT THE REQUEST OF WARMS SPRINGS PROPERTIES, LLC IN JANUARY, 2026.

05/05/2026
JOSEPH R. LATIMER DATE
PROFESSIONAL LAND SURVEYOR NO. 20100532

JOSEPH R. LATIMER STATE OF WASHINGTON 20100532 REGISTERED PROFESSIONAL LAND SURVEYOR 05/05/2026

JOB NAME:	WARM SPRINGS
JOB NUMBER:	14127
DRAWN BY:	GCM
CHECKED BY:	JRL
DRAWING NO.:	14127 PLAT

AKS ENGINEERING & FORESTRY, LLC
2245 ROBERTSON DR
RICHLAND, WA 99354
509.905.0219
WWW.AKS-ENG.COM

AKS

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

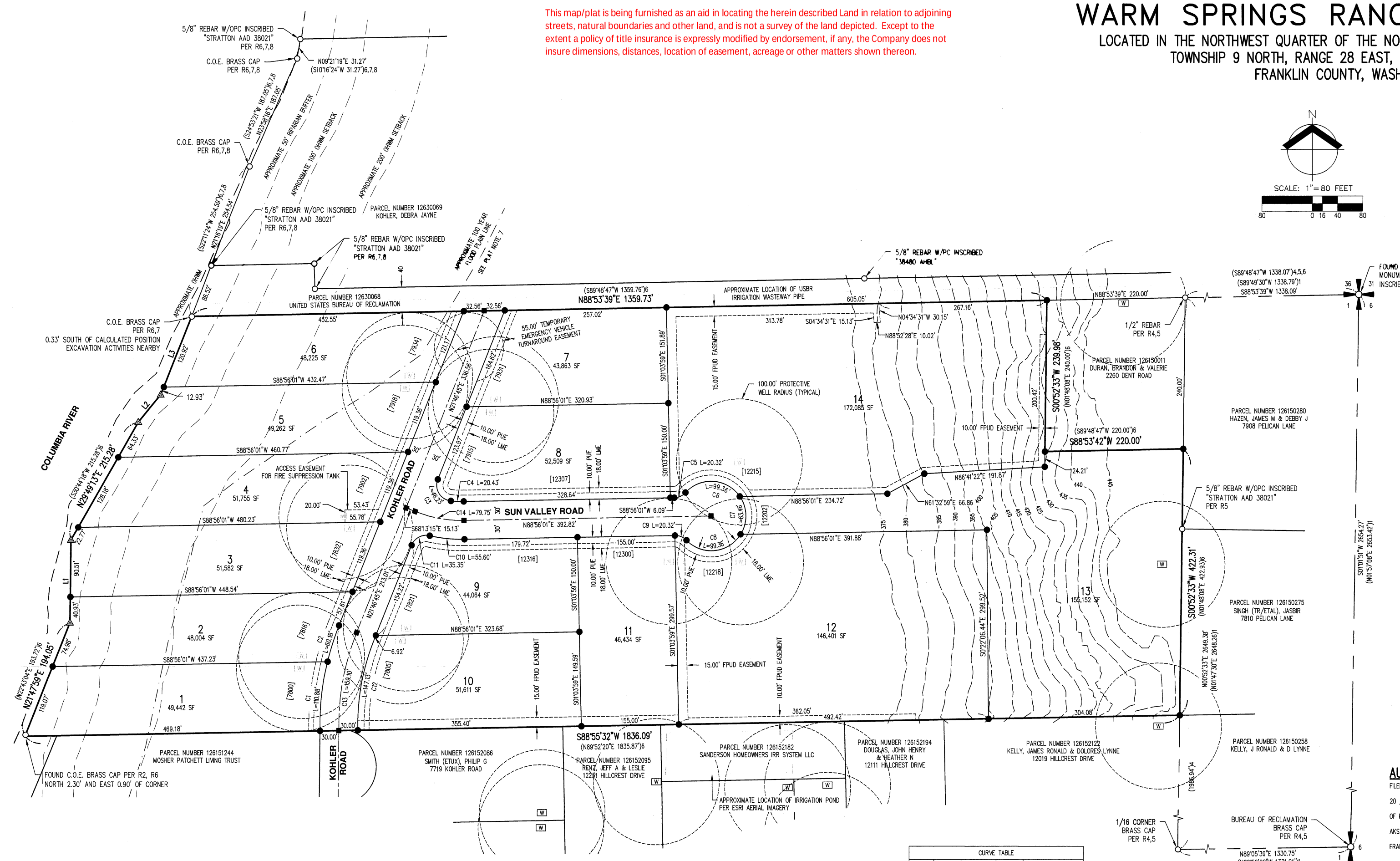
SHEET 1 OF 2

AFN # 2014209 PLAT
06/24/2026 01:39 PM
2 Page(s) $428.50
Matt Beaton, Auditor
Franklin Co., WA

Matt Beaton, Auditor, Franklin County, WA. AFN # 2014209 Recorded 06/24/2026 01:39 PM DocType: PLAT Page: 2 of 2 Filing Instrument $428.50

WARM SPRINGS RANCH FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON



LEGEND

●	SET 5/8" X 30" IRON ROD W/OPC INSCRIBED "PLS 20100532"
■	SET 5/8" X 30" IRON ROD WITH AN ALUMINUM CAP INSCRIBED "PLS 20100532" IN MONUMENT BOX
○	FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE
△	CALCULATED POSITION
	FOUND QUARTER SECTION CORNER AS NOTED; HELD UNLESS NOTED OTHERWISE
	FOUND SECTION CORNER AS NOTED; HELD UNLESS NOTED OTHERWISE
[w]	PROPOSED WELL LOCATION
W	EXISTING WELL
IP	IRON PIPE
IR	IRON ROD
W/RPC	WITH A RED PLASTIC CAP
W/YPC	WITH A YELLOW PLASTIC CAP
W/OPC	WITH AN ORANGE PLASTIC CAP
AFN	AUDITOR'S FILE NUMBER
USACE	U.S. ARMY CORPS OF ENGINEERS
PUE	PUBLIC UTILITY EASEMENT
PUD	PUBLIC UTILITY DISTRICT
FPUD	FRANKLIN PUBLIC UTILITY DISTRICT
LME	LANDSCAPE AND MAINTENANCE EASEMENT
ROW, R/W	RIGHT-OF-WAY
SF	SQUARE FEET
( )1	RECORD INFORMATION PER REFERENCE 1
R1	RECORD INFORMATION PER REFERENCE 1
[###]	ADDRESS
OHWM	ORDINARY HIGH WATER MARK

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ________ DAY OF ________________,

20 ____ A.D. AT ________ M., RECORDED IN VOLUME ________

OF PLATS, AT PAGE _______, AT THE REQUEST OF

AKS ENIGNEERING & FORESTRY, LLC, INDEX NO. ________

FRANKLIN COUNTY AUDITOR ________________

PLAT NOTES

1. TEMPORARY EMERGENCY VEHICLE TURNAROUND EASEMENT TO BE VACATED UPON EXTENSION OF KOHLER ROAD.
2. 100' PROTECTIVE WELL RADII ARE ESTABLISHED WITH THIS PLAT PER WAC 173-160-171. INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR EXEMPT WELL IS CENTERED WITHIN THEIR RESPECTIVE PROTECTIVE WELL RADIUS.
3. 18' LANDSCAPE AND MAINTENANCE EASEMENT (LME) ESTABLISHED WITH THIS PLAT AND DEDICATED TO THE HOA.
4. ACCESS EASEMENT FOR FIRE SUPPRESSION TANK ESTABLISHED WITH THIS PLAT AND DEDICATED TO THE HOA AND FIRE DISTRICT #3.
5. 10' PUBLIC UTILITY EASEMENTS (PUE) ESTABLISHED WITH THIS PLAT.
6. VARYING WIDTH FRANKLIN PUD (FPUD) EASEMENTS ESTABLISHED WITH THIS PLAT.
7. APPROXIMATE 100 YEAR FLOOD PLAIN LINE SHOWN PER FEMA FIRM MAP 530044 0675B, WITH AN EFFECTIVE DATE OF MAY 1, 1980.
8. CONTOURS ARE SHOWN PER 10 FOOT DEM WA DNR (2024), NAVD 88. CONTOUR INTERVAL IS 5 FEET.

REFERENCES

( )1 FARM UNIT PLAT, FARM UNITS 109 AND 74, BY U.S. BUREAU OF RECLAMATION, DOCUMENT NUMBER 222-116-30723-12, JULY 25, 1958

( )2 SHORT PLAT BY CHRISTENSON, RECORDED IN VOLUME 1, PAGE 297, AFN 489348, JULY 14, 1992

( )3 PLAT OF SANDERSON HEIGHTS - PHASE ONE BY CHRISTENSON, RECORDED VOLUME D, PAGE 185, AFN 1578975, JUNE 15, 2000

( )4 PLAT OF GOOSE HOLLOW BY DYCK, RECORDED IN VOLUME D, PAGE 356, AFN 1728285, DECEMBER 23, 2008

( )5 PLAT OF PELICAN POINTE BY DYCK, RECORDED IN VOLUME D, PAGE 433, AFN 1773049, OCTOBER 12, 2011

( )6 RECORD OF SURVEY BY INGALSBE, RECORDED IN VOLUME 3, PAGE 693, AFN 1844293, MAY 9, 2016

( )7 RECORD OF SURVEY BY DYCK, RECORDED IN VOLUME 3, PAGE 897, AFN 1885541, OCTOBER 5, 2018

( )8 RECORD OF SURVEY BY DYCK, RECORDED IN VOLUME 4, PAGE 487, AFN 1979473, OCTOBER 16, 2023

( )9 RECORD OF SURVEY BY GRIFFIN, RECORDED IN BOOK 4, PAGE 700, AFN 2004889, OCTOBER 16, 2025

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	429.74'	14°47'01"	110.88'	S06°22'21"W 110.58'
C2	430.00'	8°01'09"	60.18'	S17°46'10"W 60.13'
C3	25.00'	105°57'31"	46.23'	N31°12'01"W 39.92'
C4	170.00'	6°53'13"	20.43'	N87°37'23"W 20.42'
C5	25.00'	46°34'03"	20.32'	N65°40'25"E 19.76'
C6	55.00'	103°30'42"	99.36'	S85°52'41"E 86.39'
C7	55.00'	66°06'41"	63.46'	N01°03'59"W 60.00'
C8	55.00'	103°30'42"	99.36'	N83°44'42"E 86.39'
C9	25.00'	46°34'03"	20.32'	S67°46'58"E 19.76'
C10	230.00'	13°51'04"	55.60'	S84°08'28"E 55.47'
C11	25.00'	81°00'20"	35.35'	N62°16'54"E 32.47'
C12	369.81'	22°47'45"	147.13'	N10°23'13"E 146.17'
C13	400.00'	22°47'22"	159.10'	N10°23'04"E 158.05'
C14	200.00'	22°50'44"	79.75'	N79°38'37"W 79.22'

LINE TABLE

LINE	BEARING AND DISTANCE	REFERENCE
L1	N00°48'37"E 131.44'	(S01°43'10"W 131.48')6
L2	N39°24'56"E 56.37'	(S40°20'01"W 56.37')6
L3	N21°47'58"E 133.85'	(N22°43'04"E 133.80')6

SURVEYOR'S CERTIFICATE

I, JOSEPH R. LATIMER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON. THIS SURVEY WAS PREPARED AT THE REQUEST OF WARMS SPRINGS PROPERTIES, LLC IN JANUARY, 2026.

05/05/2026

JOSEPH R. LATIMER — DATE

PROFESSIONAL LAND SURVEYOR NO. 20100532

JOSEPH R. LATIMER STATE OF WASHINGTON 20100532 REGISTERED PROFESSIONAL LAND SURVEYOR

05/05/2026

JOB NAME:	WARM SPRINGS
JOB NUMBER:	14127
DRAWN BY:	GCM
CHECKED BY:	JRL
DRAWING NO.:	14127 PLAT

AKS ENGINEERING & FORESTRY, LLC
2245 ROBERTSON DR
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509.905.0219
WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

SHEET 2 OF 2

EXHIBIT C

WARM SPRINGS RANCH HOA
ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, STEVE R. HOBBS, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF INCORPORATION

to

WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION

A **WA NONPROFIT CORPORATION**, effective on the date indicated below.

Effective Date: 04/15/2026
UBI Number: 606 181 861

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Steve R. Hobbs

Steve R. Hobbs, Secretary of State

Date Issued: 04/15/2026

ARTICLES OF INCORPORATION
OF
WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION

The undersigned, for the purpose of forming a corporation under the non-profit laws of the State of Washington, RCW 24.03A, hereby adopts the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be:

WARM SPRINGS RANCH 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 elements and an irrigation water delivery system of the residential housing development legally described as follows: See Exhibit A which is attached hereto and incorporated herein by this reference.

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

(3) To pay expenses in connection with said common elements and irrigation water delivery system;

(4) To enforce the Protective Restrictions, Convenants and Agreements filed in the Franklin County Auditor's office (hereinafter referred to as "Covenants and Restrictions"); and

(5) To perform such other and further acts that are necessary and appropriate to accomplish the foregoing purposes.

ARTICLE IV.

The name of the Registered Agent of the corporation is:

MILLER MERTENS & COMFORT, PLLC

ARTICLE V.

The address of the Registered Agent Office is as follows:

1020 N. 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 one (1) Director serving as the initial Board of Directors. Their names and addresses are as follows:

John Douglas
12111 Hillcrest Drive
Pasco, WA 99301

ARTICLE VII.

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.

ARTICLE VIII.

The name and address of the incorporator is as follows:

John Douglas
12111 Hillcrest Drive
Pasco, WA 99301

IN WITNESS WHEREOF the incorporator has affixed his signature on this 9th day of April, 2026.

JOHN DOUGLAS, Incorporator

CONSENT TO APPOINTMENT AS REGISTERED AGENT

MILLER, MERTENS & COMFORT, PLLC, hereby consents 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 the company's 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 the company's resignation or of any change in the Registered Office address of the corporation for which the company is the agent.

DATED this 9th day of April, 2026.

MILLER, MERTENS & COMFORT, PLLC

JOEL R. COMFORT, Member
Registered Agent

EXHIBIT A

That portion of Government Lot 1 and the Northwest quarter of the Northeast quarter of Section 1, Township 9 North, Range 28 East, W.M., Franklin County, Washington, collectively being Parcel 2 as depicted on Record Survey recorded under Auditor's File No. 1844923 described as follows:

Commencing at the Northeast corner of said Section 1;

Thence South 89°48'47" West along the North line of said Section 1558.07 feet to corner point on said Parcel 2 and the True Point of Beginning;

Thence South 01°48'08" West along boundary line of said Parcel 2 240.00 feet;

Thence North 89°48'47" East along said boundary, a distance of 220.00 feet;

Thence South 01°48'08" West along said boundary 422.93 feet to the Southeast corner of said Parcel 2;

Thence South 89°52'20" West along the southerly line of said Parcel 2, a distance of 1835.87 feet to the meander line of the Columbia River;

Thence northeasterly the following courses along said meander line;

North 22°43'04" East 193.72 feet;

North 01°43'10" East 131.48 feet;

North 30°44'18" East 215.28 feet;

North 40°20'01" East 56.37 feet;

North 22°43'04" East 133.80 feet to the said North line of Section 1;

Thence North 89°48'47" East along said North line 1359.76 feet to the True Point of Beginning.

EXHIBIT D

WARM SPRINGS RANCH HOA
HOMEOWNERS ASSOCIATION BYLAWS

BYLAWS

OF

WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION

Article I. NAME

The name of this corporation is WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION.

Article II. PURPOSES

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

(a) To own, manage, and develop certain common elements and an irrigation water delivery system located in the residential housing development commonly known as Warm Springs Ranch, County of Franklin, in the State of Washington;

(b) to collect periodic homeowners' association assessments and dues;

(c) to pay expenses in connection with said common areas irrigation and water delivery system;

(d) to maintain insurance on said common areas;

(e) to enforce the Declaration of Protective Restrictions, Covenants and Agreements for Warm Springs Ranch filed in the Franklin County Auditor's office (as now in effect or hereafter amended) (hereinafter referred to as "Covenants and Restrictions");

(f) to perform such other and further acts are necessary and appropriate to accomplish the foregoing purposes.

Article III. MEMBERSHIP

Section 1. Any person owning a Lot in the housing development known as Warm Springs Ranch 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 which 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 real property owned by the delinquent member in Warm Springs Ranch 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 By-Laws 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. Until 25% of the Lots contained in Warm Springs Ranch have been sold by the Developer or the Developer has turned over control of the Association to the Members, the Developer shall appoint the Board of Directors, which shall initially consist of one member. After the sale of twenty-five percent (25%) of the Lots or after the Association has been turned over to the Members, the operations of the corporation shall be managed by a Board of Directors, consisting of three (3) Members, all of whom shall be a citizen of the United States and shall reside in Warm Springs Ranch.

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Owners other than the Developer, at least one member of the Board shall be elected by the Lot Owners other than the Developer. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Owners other than the Developer, not less than thirty-three and one-third percent (33.3%) of the members of the Board shall be elected by the Lot Owners other than the Developer. Until such members are elected and take office, the existing Board may continue to act on behalf of the Association. Within thirty (30) days after the termination of any period of declarant control or, in the absence of such period, not later than a date that is sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than the declarant, the board shall schedule a transition meeting and provide notice to the Owners in accordance with RCW 64.90.445(1)(c). At the transition meeting, the Board elected by the Owners must be elected in accordance with RCW 64.90.410(2).

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 who are 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 and chairman of the Board of Directors. 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 annual meeting of the corporation shall be held in the month of February each year; the date, place and hour to be designated by the Board of Directors. 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 ten (10) but not more than thirty (30) 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 two 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) Building and Design Control Committee

(b) Nominating

Section 2. The Building and Design Committee shall be comprised of the President together with two additional members elected by the general Membership at it annual meeting. Vacancies shall be filled by the Board of Directors. The Building and Design Committee shall perform the responsibilities set forth for it in the Covenants and Restrictions. Until 70% of the Lots contained in Warm Springs Ranch have been sold by the Developer or the Developer has turned over control of the Association to the Members, the Developer shall appoint the members of the Building and Design Committee.

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. Maintenance Budget and Assessments: The Members may establish an annual maintenance and irrigation budget in January of each year. The budget may include amounts to be held in reserve. This amount shall be divided equally among and assessed against the Lots. The Association, upon approval of two-thirds (2/3) of the Members present and voting at a meeting at which a quorum exists, may establish additional assessments for other purposes. Notices of all assessment shall be sent to each Owner. Payment shall be due thirty (30) days after notice of assessment.

Section 2. The assessment shall be a lien against the lot of the Owner as of the date on which the Members 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.

Section 4. Assessments and installments on such assessments paid on or before thirty days after the day when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 12% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

Article X. FISCAL YEAR

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

Article XI. AMENDMENTS

These By-Laws may be altered, amended, repealed, or added to by unanimous vote of those present at the Board of Directors meeting or by two-thirds 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 days nor more than thirty days prior to the Board or membership meeting.

ADOPTED effective this 21 day of April, 2026.

John H Douglas

John Douglas, President

EXHIBIT E

2026 ASSOCIATION BUDGET

Warm Springs Ranch HOA
HOA Annual Budget
14 Lot in HOA - Acreage 23.2

	Annual Expenses	Per lot Assessment	
Operating Assessments			
Insurance Expense	$ 1,600.00	$ 115.00	
Tax prep fee	$ 1,000.00	$ 72.00	
Landscaping Maintenance	$ 5,796.00	$ 414.00	
Special Assessments			
Reserve Fee for (2) Years or until reseve reaches $10,000		$ 500.00	
Total Operating and Special Assessments		**$ 1,101.00**	(Plus Irrigation Assessment)
Irrigation Assessment			
Irrigation Assessment from River Ranch Water Co	$ 12,760.00		

	Acres	%Acreage	Assessment
Lot 1	1.14	4.89%	$ 623.96
Lot 2	1.10	4.75%	$ 606.10
Lot 3	1.18	5.10%	$ 650.76
Lot 4	1.19	5.12%	$ 653.31
Lot 5	1.13	4.88%	$ 622.69
Lot 6	1.11	4.77%	$ 608.65
Lot 7	1.01	4.34%	$ 553.78
Lot 8	1.21	5.20%	$ 663.52
Lot 9	1.01	4.36%	$ 556.34
Lot 10	1.18	5.11%	$ 652.04
Lot 11	1.07	4.60%	$ 586.96
Lot 12	3.36	14.49%	$ 1,848.92
Lot 13	3.56	15.36%	$ 1,959.94
Lot 14	3.95	17.03%	$ 2,173.03
	23.20	100.00%	$ 12,760.00

EXHIBIT F

CURRENT RESERVE STUDY

Not currently completed.

<u>EXHIBIT G</u>

DEVELOPERS AGREEMENT FOR IRRIGATION WATER

AGREEMENT

THIS AGREEMENT ("Agreement") is made effective this 1st day of May, 2026 by **RIVER RANCH WATER COMPANY,** a Washington Corporation ("River Ranch"), and **WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION,** a Washington Non-Profit Corporation ("Association").

WHEREAS, the Association operates and maintains the common area and provides irrigation water to the residential lots in the real estate development known as Warm Springs Ranch and legally described as set forth and depicted in Exhibit A; and

WHEREAS, River Ranch was formed for the purpose of providing water for irrigation, including to the property described in Exhibit A (the "Property" or the "property"), and currently does provide and plans to provide similar services to other nearby parcels of real property, from a common point of diversion from a pond, located at Farm Unit 47, Block 1, Columbia Basin Project, and distributed by mainline(s) as depicted in the diagram attached hereto as Exhibit B; and

WHEREAS, River Ranch has the right to receive water from the South Columbia Irrigation District (SCBID) from a common point of diversion pursuant to a Municipal and Industrial Water Service Contract No. 14XX160050 with the United States Department of Interior, Bureau of Reclamation (the "Contract") and plans on servicing the property set forth in Exhibit A pursuant to this Agreement; and

WHEREAS, the parties wish to set forth their duties and obligations to each other as set forth in this Agreement.

NOW, THEREFORE, in consideration of the declarations, conditions, covenants and terms of this Agreement and other valuable consideration given and received, the parties agree:

1. Agreement to Supply Water/Usage of Water: River Ranch agrees to transport water to the Association from the common point of diversion to the point of delivery as depicted in Exhibit B (the "System). The water will be pressurized when delivered to the Association and River Ranch shall take reasonable actions to keep the System pressure at a rate to allow the Association to use the System without resort to pressure relief. The Association or the developer of the property described in Exhibit A shall be responsible to install mainline and other distribution equipment to transport the water delivered from the point of delivery to the individual lots located on the property described in Exhibit A.

River Ranch is granted by the Association the right to access the Associations property and reserved easements as needed by River Ranch to reasonably perform maintenance and repairs up to the point of delivery and to provide service. The Association agrees not to impede those reasonable entries and River Ranch agrees to perform such maintenance and repairs in a reasonable manner so as to not to impede the Association's members activities. The Association shall be responsible for any and all maintenance and repairs needed for the mainline and other distribution equipment installed by the Association and located after the point of delivery.

The System serving the property described in Exhibit A shall be used by the Association and its members in accordance with applicable law, the Contract and this Agreement and shall not be used as potable water.

2. Payment: The Association agrees to pay a fee to compensate River Ranch for the cost and expense to maintain the pump(s), electrical panel(s), pump station area, irrigation mainlines, the power charges, irrigation water assessment, insurance, employee payroll, an administrative fee, an amortized cost of the System and all other reasonable costs associated with the System. The initial fee shall be the sum of $550 per irrigable acre serviced by the System per year. The irrigable acres for Warm Springs Ranch is 23.2 acres. The fee shall be adjusted annually based on the costs incurred and increased service demands. The parties agree to act in good faith to establish the fee and if they cannot come to an agreement they shall arbitrate the issue pursuant to Section 8.

3. Insurance/Claims/Indemnification and Hold Harmless: If the electric power needed to operate the pumps servicing the System is interrupted, River Ranch shall not be responsible for any damage unless such is occasioned due to its negligence. The Association acknowledges that the water supplied is subject to the terms and conditions of the Municipal and Industrial Water Service Contract No. 14XX160050 with the United States Department of Interior, Bureau of Reclamation and is provided by the SCBID. The water provided pursuant to this Agreement is subject to interruption by acts of God, power outages, governmental regulations and as outlined in the Municipal and Industrial Water Service Contract No. 14XX160050 with the United States Department of Interior, Bureau of Reclamation. The Association and its Members hereby release River Ranch from any and all claims arising from termination or interruption of the water supply, except to the extent such is caused by the direct act of River Ranch.

River Ranch shall be obligated to place broad form insurance coverage covering the entire System from the common point of diversion to the point of delivery and include any pumps, pump motors, or underground mainlines. Said insurance coverage shall be under a broad form insurance policy, including but not limited to insurance coverage for fire, theft, vandalism, wind, lightning damage to all electrical components, and collapse of any portion of the irrigation system. Additionally, River Ranch agrees to maintain in full force and effect, throughout the full term of this Agreement, public liability insurance with limits of not less than $1,000,000/$1,000,000 property damage/bodily injury. The Association agrees to supply its own public liability insurance with limits of not less than $1,000,000/$1,000,000 property damage/bodily injury. Each policy of insurance shall contain, if obtainable, (i) a waiver by the insurer of the right of subrogation; (ii) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy. Except to the extent a claim is covered by a policy of insurance, each party waives any claim, including property damage, bodily injury, consequential damages, incidental damages or any other damage claims available, against the other as additional consideration for each party executing this Agreement. The Association agrees to indemnify and hold River Ranch harmless from any claims made by its Members.

The Association shall defend, indemnify and hold harmless the River Ranch from and against any and all liability, damages or claims arising out of the repair, maintenance or replacement of the System, provided any and all such actions are taken in good faith. The Association understands and acknowledges that River Ranch are making **NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED,** regarding the condition of the System, its ability to supply water for any purpose and its availability pursuant to the Contract. The rights of use of the parties set forth in this Agreement are on an "AS-IS" basis, without warranties of any kind except as set forth in the Agreement. The parties understand and acknowledge that water delivered under this Agreement is coming from the South Columbia Basin Irrigation District, pursuant to the Contract and is an interruptible and terminable right as set forth in the Contract. subject to all applicable Irrigation District policies and regulations. River Ranch shall be responsible for obtaining and maintaining any Irrigation District approvals needed to provide water through the System in accordance with this Agreement and the Contract.

4. Failure of Association to Pay: If the Association, and its Members, fails to pay the fees set forth in Section 2 above and the same is more than 60 days past due then all amounts owing shall accrue interest at a rate of 12% per annum. In addition, any amounts not paid within **ten (10) days** of its due date shall be assessed a late charge in the amount of **five percent (5%)** per month, or **twenty-five dollars ($25)** per month, whichever is greater. Additionally, if the Association is more than 180 days past due then River Ranch has the right to terminate service to the Association until such time as all amounts owing, including interest and any attorney's fees incurred are paid in full.

5. Notices: Any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Parties at the addresses set forth below, and delivered by personal service, by Federal Express or other reputable overnight delivery service, or by facsimile transmission:

If to River Ranch:

RIVER RANCH WATER COMPANY
Attn: Randy Mullen
PO Box 4869
Pasco, WA 99301

If to Association:

WARM SPRINGS RANCH
HOMEOWNERS ASSOCIATION
Attn: John Douglas
12111 Hillcrest Dr.
Pasco, WA 99301

Any such notice shall be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by Federal Express or other reputable overnight delivery service, the date of delivery to the address of the person to receive such notice; or (c) if sent by facsimile transmission, on the business day transmitted to the person to receive such notice if sent by 5:00 p.m., Pacific time on such business day, and the next business day if sent after 5:00 p.m., Pacific time, or on a day other than a business day. Any notice sent by facsimile transmission must be confirmed by sending by Federal Express or other reputable overnight delivery service a copy of the notice sent by facsimile transmission. Any Party may change its address for notice by written notice given to the other at least five (5) calendar days before the effective date of such change.

6. Binding Effect: This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns and shall run with the lands described herein to the extent of the leasehold interests.

7. Default: In the event either Party fails to perform its duties and obligations hereunder, or fails to perform such duties and obligations within the time period provided herein in each instance, such Party shall be in default hereunder; ***provided, however,*** that the other Party shall be entitled to exercise and avail itself of any remedy available to such Party by law or in equity only upon the failure of the defaulting Party to cure fully such Party's default within five (5) days after notice thereof from the non-defaulting Party; ***provided further, however,*** that in the event the nature of such default is such that it cannot reasonably be cured within such five (5) day period, then provided the defaulting Party commences such cure within such five (5) day period and diligently prosecutes same at all times thereafter, and the completion of such cure is achieved within an additional cure period not to exceed thirty (30) days, then the non-defaulting Party shall forbear from exercising or availing itself of such remedies pending such cure, if any, by the defaulting Party.

8. Arbitration: Claims, disputes or other matters in question between the parties to this Agreement shall be resolved by mediation in accordance with RCW Chapter 7.07. If mediation fails or if the parties mutually agree to waive mediation and proceed directly to arbitration, then and in that event, any claim, dispute or other matter in question shall be decided by arbitration in accordance with RCW Chapter 7.04A. Demand for mediation or arbitration shall be filed in writing with the other party to this Agreement. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations and statute of repose. If mediation fails the mediator shall act as the arbitrator unless either party objects in good faith to him so acting, at which time the parties may mutually agree to name an alternate arbitrator, or if unable to agree upon an arbitrator they may petition the Franklin County Superior Court and the then presiding judge will name the arbitrator. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court of law. The arbitration hearing shall be held in Franklin County, Washington.

9. Representation: The parties hereto acknowledge that this Agreement was drafted by Miller, Mertens & Comfort, P.L.L.C. on behalf of River Ranch. Miller, Mertens & Comfort, P.L.L.C. also represents Warm Springs Properties, LLC (the developer of Warm Springs Ranch), and the Warm Springs Ranch Homeowners Association. All parties expressly waive any present conflict or any future conflict that may arise because of past representation by Miller Mertens & Comfort, P.L.L.C. The Parties acknowledge that they have been advised to seek their own attorneys to advise and counsel them in regard to this Agreement as they may have individual rights which will be affected by executing this Agreement and have been given the opportunity to seek such counsel and

are not relying on Miller, Mertens & Comfort, P.L.L.C. or its constituent attorneys to represent their individual interests in this matter.

10. Attorney's Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement (including any cross-complaint, counterclaims, or third-party claim), or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding (including all such costs incurred on appeal or in the enforcement of any judgment or settlement), in addition to any other relief to which it or they may be entitled.

11. Successors and Assigns. This Agreement and the respective rights and obligations of the Parties hereunder shall inure to and be binding upon the Parties and their respective successors and assigns; ***provided, however,*** that neither Party may assign nor delegate its rights or obligations hereunder without the express written consent of the other Party, which consent may be withheld in such Party's sole and absolute discretion.

12. Modification. This Agreement may be modified only by a writing signed by the Party to be charged or bound thereby.

13. Further Assurances and Cooperation. Each of the Parties shall cooperate and take such further actions, including the execution and delivery of such instruments and documents, as are reasonably necessary in order to effectuate the transactions and arrangements expressed and contemplated by this Agreement, to the end that each Party is able to achieve the benefits expressed herein as being intended for such Party.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Agreement represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, negotiations and agreements with respect to the subject matter hereof are hereby deemed merged into, made a part of and completely superseded by this Agreement.

16. Covenant Running with the Land. All agreements imposed in this Agreement are imposed and are binding upon each and every lot/parcel developed on the Property and shall be construed as restrictive covenants running with the title to each parcel of the Property.

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Executed by the undersigned effective as of the date first above written.

RIVER RANCH WATER COMPANY,
a Washington Corporation

By: ______________________________
RANDY MULLEN, President/Secretary/Treasurer

WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION,
a Washington Non-Profit Corporation

By: ______________________________
JOHN DOUGLAS, President

STATE OF WASHINGTON)
) §
COUNTY OF FRANKLIN)

On this 4th day of May, 2026, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RANDY MULLEN, to me known to be the President/Secretary/Treasurer of **RIVER RANCH WATER COMPANY,** the corporation that executed the within and foregoing AGREEMENT, and who acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said AGREEMENT on behalf of said corporation.

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

NAYELI IZEL SERNA
NOTARY PUBLIC #25014047
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 9, 2029

____
NOTARY PUBLIC in and for the State of Washington, residing at Pasco, WA
My Commission Expires: 5/9/29

STATE OF WASHINGTON)
) §
COUNTY OF FRANKLIN)

On this 4 day of May, 2026, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN DOUGLAS, to me known to be the President of **WARM SPRINGS RANCH HOMEOWNERS ASSOCIATION**, the Non-Profit Corporation, that executed the within and foregoing AGREEMENT, and who acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said AGREEMENT on behalf of said corporation.

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

SONIA SANCHEZ
EXPIRES 11/14/2029
NOTARY PUBLIC
COMM. #25035789
STATE OF WASHINGTON

____
NOTARY PUBLIC in and for the State of Washington, residing at Pasco, WA
My Commission Expires: 11/14/2029

<u>EXHIBIT H</u>

SCHOOL MITIGATION AGREEMENT

AFN # 1940503 AGREE Recorded 06/09/2021 08:44 AM Page: 1 of 8 Filing Instrume
$110.50 Matt Beaton, Auditor, Franklin County, WA. ABIGAIL IRACHETA/PASCO
SCHOOL DISTRICT NO 1

Return To:
Pasco School District
1215 W. Lewis Street
Pasco, WA 99301
Attn: Assistant Superintendent for Legal Affairs

Name of Document: SCHOOL MITIGATION AGREEMENT

Grantor: JOHN H. DOUGLAS AND HEATHER N. DOUGLAS, a married couple

Grantee: PASCO SCHOOL DISTRICT NO. 1

Legal Description:

Abbreviated form: A PORTION OF THE N HALF OF SECTION 01, TOWNSHIP 09 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, RECORDS OF FRANKLIN COUNTY, WA

Additional legal description on Exhibit A of Mitigation Agreement

Assessor's Property Tax Parcel Account Number(s):

126150017

Reference number(s) of related/assigned/released/document(s): N/A

SCHOOL MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT ("Agreement") is made this 3rd day of June, 2021, between PASCO SCHOOL DISTRICT NO. 1, a political subdivision of the State of Washington (the "District") and JOHN H. DOUGLAS AND HEALTHER N. DOUGLAS, a married couple (the "Developer").

RECITALS

A. The Developer has submitted an application for approval from Franklin County for a plat of eighteen (18) single family lots, commonly known as Warm Springs Ranch Preliminary Plat File No. SUB 2021-03 (SEPA 2021-09), (the "Project"), on property that lies within District boundaries, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. The State Environmental Policy Act, Chapter 43.21C RCW, provides processes and procedures whereby major actions by state and local agencies, including, but not limited to, plat or PUD approval or the issuance of building permits, may be reviewed to determine the nature and extent of their impact on the environment. Impacts on public services, including schools, are environmental impacts.

C. The State Subdivision Act, Chapter 58.17 RCW, provides that subdivision approval shall be dependent upon a finding that appropriate provisions are made for schools. Title 16 of the Franklin County Municipal Code implements these provisions of State law for proposed subdivisions in the County.

D. The District's student population and growth projections indicate that the District will not have the capacity to serve all of the expected additional students from the Project, when cumulative impacts of other projects are considered.

E. Franklin County issued a Determination of Non-Significance ("DNS") for the Project on May 20, 2021.

F. The Developer, prior to the close of comments and appeals on the DNS, offered to pay to the District an amount of $4,700 per dwelling unit, as a voluntary mitigation measure related to the Project's impacts to schools.

G. RCW 82.02.020 authorizes the District to enter into a voluntary agreement with the Developer for payment to mitigate the impacts of the Project.

H. It is the policy of the District to recommend that direct impacts of development be voluntarily mitigated by the payment of fees and other mitigation measures where appropriate.

I. The Developer has agreed to mitigate in part, on a voluntary basis, the adverse impacts caused by the Project on the District.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants below, the District and the Developer agree as follows:

1. The Developer acknowledges and agrees that there is a direct impact as a result of the Project and that this Agreement is necessary as a result of that impact.

2. The Developer, or the Developer's successors or assigns to the Property, agrees to pay the following sum of money as mitigation for the direct impact that has been identified as a consequence of the Project: FOUR THOUSAND SEVEN HUNDRED DOLLARS AND NO/100s ($4,700.00) per dwelling unit (the "Mitigation Payment").

3. Any extension, renewal, modification, or amendment to the Project that results in an adjustment in the number of residential lots shall result in a corresponding pro rata adjustment in the Mitigation Payment.

4. The Developer acknowledges and agrees that the Mitigation Payment is authorized to be used for capital improvements that may increase capacity at school facilities and/or the purchase of portable facilities.

5. The Developer agrees that the Mitigation Payment for any lot in the Project shall be due prior to the issuance of the building permit for such lot, with the Developer first paying the fee to the District and the District providing the Developer with a receipt of payment of such fee suitable for presentation to Franklin County. The Developer's failure to make the Mitigation Payment prior to building permit issuance shall in no way waive the requirement for the Mitigation Payment nor shall it be deemed in any way to limit the District's ability to recover the Mitigation from the Developer or any successors and assigns under this Agreement.

6. The Developer agrees that the District has five (5) years from the payment date(s) to spend the Mitigation Payment for the capital improvements described in paragraph 4. In the event that the Mitigation Payment is not expended within those five (5) years, the monies will be refunded with interest at the rate applied to judgments to the property owners of record at the time of refund; however, if the Mitigation Payment is not

expended within five (5) years due to delay which is attributable to the Developer, the Payment shall be refunded without interest.

7. The Developer, on behalf of itself and its successors and assigns, waives and relinquishes its right to protest or challenge the required payment of the Mitigation Payment pursuant to this Agreement and hereby covenants and undertakes that it forever refrains and desists from instituting, asserting, filing or bringing any lawsuits, litigation, claim or challenge or proceeding to challenge this Agreement, claim any repayment or reimbursement of funds, performance or improvements provided for therein, or any of its terms and conditions, on any ground or basis whatsoever.

8. The District hereby waives any objection to the Project as presently proposed.

9. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both of the Developer and the District.

10. If an action must be brought to enforce the terms of this Agreement, such action shall be brought in Franklin County Superior Court. The prevailing party shall be entitled to payment of its costs and reasonable attorneys' fees.

11. This Agreement constitutes the entire agreement between the parties and any other agreement either written or oral shall be null and void.

SIGNATURES ON FOLLOWING PAGE

PASCO SCHOOL DISTRICT NO. 1

DATED: June 7, 2021

By: Sarah Thornton, General Counsel

DEVELOPER

DATED: June 2, 2021

By: John H. Douglas

DATED: June 2, 2021

Heather N Douglas

By: Heather N. Douglas

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

I certify that I know or have satisfactory evidence that SARAH THORNTON is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the GENERAL COUNSEL of the PASCO SCHOOL DISTRICT NO. 1, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 3, 2021.

Terry L. Kneblik
Notary Public
Print/Type Name Terry L. Kneblik
My commission expires 2/15/25

TERRY L KNEBLIK
Notary Public
State of Washington
License Number 190562
My Commission Expires
February 15, 2025

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

I certify that I know or have satisfactory evidence that JOHN H. DOUGLAS is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 2, 2021.

Notary Public
Print/Type Name Griselda Gutierrez
My commission expires 9/22/2023

GRISELDA GUTIERREZ 178586 NOTARY PUBLIC Comm. Expires 08/22/2023 STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

I certify that I know or have satisfactory evidence that HEATHER N. DOUGLAS is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 2, 2021.

Notary Public
Print/Type Name Griselda Gutierrez
My commission expires 08/22/2023

GRISELDA GUTIERREZ 178586 NOTARY PUBLIC Comm. Expires 08/22/2023 STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF TRACT 1 AND TRACT 2 OF THE RECORD OF SURVEY RECORDED IN VOLUME 3 OF SURVEYS AT PAGE 645 LYING IN THE NORTH HALF OF SECTION 01, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 01 THENCE SOUTH 89°48'47" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 1,558.07 FEET TO AN ANGLE POINT IN SAID TRACT 2 AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°48'08" WEST ALONG EASTERLY LINE OF SAID TRACTS PROJECTED 240.00 FEET;
THENCE NORTH 89°48'47" EAST ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 220.00 FEET;
THENCE SOUTH 01°48'08" WEST ALONG SAID EASTERLY LINE 422.93 FEET TO THE SOUTHEAST CORNER OF SAID TRACT;
THENCE SOUTH 89°52'20" WEST ALONG THE NORTHERLY LINE OF THE PLAT OF SANDERSON HEIGHTS, RECORDS OF SAID COUNTY, EXTENDED A DISTANCE OF 1,835.87 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER;
THENCE NORTHEASTERLY THE FOLLOWING COURSES ALONG SAID MEANDER LINE;
NORTH 22°43'04" EAST 193.72 FEET;
NORTH 01°43'10" EAST 131.48 FEET;
NORTH 30°44'18" EAST 215.28 FEET;
NORTH 40°20'01" EAST 56.37 FEET;
NORTH 22°43'04" EAST 133.80 FEET TO THE SAID NORTHERLY LINE OF SECTION 1;
THENCE LEAVING SAID MEANDER LINE NORTH 89°48'47" EAST ALONG SAID NORTHERLY SECTION LINE 1,359.76 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 24.96 ACRES

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