

Exhibit B

After Recording Return To:
Karna R. Gustafson
Vial Fotheringham LLP
17355 SW Boones Ferry Rd., Suite A
Lake Oswego, OR 97035

SUPPLEMENTAL DECLARATION

FOR DENALI

ANNEXING MOSER PASS AT DENALI

THIS SUPPLEMENTAL DECLARATION FOR DENALI ANNEXING MOSER PASS AT DENALI is made this ____ day of _____, 20__, by J.T. Roth Construction, Inc., an Oregon corporation (the “Declarant”), with reference to the following facts:

A. By document entitled Declaration of Covenants, Conditions, and Restrictions for Denali recorded on May 1, 2019, Instrument No. 2019-026203 in the Official Records of Washington County, Oregon, the Declarant created the first phase of Denali ("Original Declaration"). The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Denali recorded on March 19, 2020, Instrument No. 2020-023343 and re-recorded on February 2, 2021, Instrument No. 2021-013825 in the Official Records of Washington County, Oregon, superceded and replaced the Original Declaration. The Supplemental Declaration for Denali Annexing Denali Meadows was recorded on July 21, 2021, as Instrument No. 2021-080765 in the Official Records of Washington County, Oregon. The Supplemental Declaration for Denali Annexing Denali Summit was recorded on December 8, 2022, as Instrument No. 2022-070754 in the Official Records of Washington County, Oregon (collectively, the “Declaration”).

B. Section 2.2 of the Declaration provides that Declarant may annex additional property to Denali and thereby make such property subject to the Declaration.

C. Moser Pass at Denali, the fourth phase of development of Denali, consists of Lots 1-30, Tract B and Common Area Tracts A, C, D and E as shown on the plat. Tract B, though a part of Moser Pass at Denali, is not Common Area. Moser Pass at Denali, Lots 1-30 and Tracts A, B, C, D and E shall be collectively referred to as the “Property”.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550 to 94.783) and in addition to being subjected to the Declaration, shall subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title

or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner. To the extent provisions herein conflict with the Declaration, these provisions shall control the Property.

1. Common Area. The Common Area of Moser Pass at Denali shall consist of Tracts A, C, D and E. Tracts C, D and E shall be available for public use. Tract A is a road frontage visual corridor. Tracts C and D are open space. Tract E is a park. Except for the restroom facility on Tract E, the Common Area Tracts of Moser Pass at Denali shall be maintained by the Denali Homeowners Association as provided in the Declaration. If the Association fails to maintain the Common Area, the City of Sherwood may use code enforcement to ensure proper maintenance. Tract B is not Common Area, but a water quality facility which will be conveyed to the City of Sherwood. There shall be no entrance to Tract B except by authorized maintenance personnel. **The restroom facility on Tract E shall be purchased, installed, maintained, repaired and replaced by the City of Sherwood. The City of Sherwood shall be responsible for setting the hours, operation, cleaning and maintenance schedule of the restroom.** Tracts A, C, D and E shall be conveyed to the Denali Homeowners Association.
2. Commonly Maintained Property. Commonly Maintained Property shall include the pedestrian access easement path shown on the plat of Moser Pass at Denali which shall be maintained and repaired by the Denali Homeowners Association. The path crosses over portions of Lots 5 and 6 as shown on the plat. The Denali Homeowners Association shall have an easement over those portions of the Lots the path covers for purposes of maintenance and repair.
3. Vehicular Access Easement. A vehicular access easement accessing a neighboring property to the east crosses Tract B, Tract C and portions of Lots 7-10 as shown on the plat. The Denali Homeowners Association shall maintain that portion of the easement on Tract C and the owners of Lots 7-10 shall maintain the easement crossing their individual properties. The owners of Lots 7-10 are prohibited from interfering with the easement and shall not install permanent structures, retaining walls, fencing or landscaping over the easement area.
4. Home Square Footage. The square footage of a Home in Moser Pass at Denali shall not be less than twenty-five hundred (2500) square feet exclusive of decks, porches, carports and garages. The minimum square footage does not apply to Accessory Dwelling Units (“ADUs”).
5. Landscaping. The builder of a Home on a Lot in Moser Pass at Denali shall install the front landscaping of Lots prior to the occupancy of the Home. The Owner shall install the landscaping in the back of their Lot within six (6) months after the sale of a Home from the builder and shall be responsible for maintaining the landscaping of their Lot. Each Owner other than Declarant shall obtain the ARC’s prior approval of any modification to the front yard landscaping before commencing. No ARC approval shall be required prior to installation of backyard landscaping.

