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FILED BY

Mar 27 10 22 AM '94

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VOL. 608 PAGE 1847

OFFICIAL RECORDS

WHEN RECORDED RETURN TO:

Horn Rapids Homeowners Association
P.O. Box 840
Richland, WA. 99352

DECLARATION OF CONVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS A MASTER PLANNED COMMUNITY.

CHICAGO TITLE INSURANCE CO.

OFFICIAL RECORDS

SUMMARY OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

The following is a summary of the major provisions of the Declaration of Covenants, Conditions, and Restrictions (often referred to as "the CC&R's") for Horn Rapids. This summary is provided for your convenience in order to highlight some of the major features of the CC&R's. In the case of any question about a provision, please refer to the CC&R's themselves, as the actual language of the CC&R's will govern what can and cannot be done in Horn Rapids.

The Horn Rapids Master Plan (Article 2)

Article 2 of the CC&R's specifies that Horn Rapids will be developed pursuant to a Master Plan, the current version of which is illustrated on Exhibit B of the CC&R's. Under the Master Plan, it is projected that Horn Rapids will be developed by stages eventually into a community of approximately 3,050 dwellings, while at the same time a large portion of Horn Rapids will be developed into a village center containing retail space and commercial offices and recreational areas including school sites, a golf course, trails, parks and greenbelts. The Master Plan may be refined and changed over time as the Horn Rapids community grows.

The Horn Rapids Master Homeowners Association (Article 3)

The Horn Rapids Master Homeowners Association is the homeowners' association responsible for ownership, control, and/or maintenance of the extensive Common Areas in Horn Rapids except for those Common Areas owned, managed, and/or maintained by specific Sub-Associations. Common Areas include both natural and developed areas. The Association is governed by a board of directors selected by the Declarant, the City of Richland, and the Association membership. Everyone who owns a lot or dwelling unit in Horn Rapids automatically belongs to the Association. The initial design of all houses and associated improvements including fences and landscaping is subject to the approval of the Initial Construction Controls Committee. After initial construction of improvements, Architectural Controls Committees established by the Association and Sub-Associations will regulate the appearance of houses, fences, and all other structures within their respective jurisdictions.

Horn Rapids Master Homeowners Association Assessments (Article 4)

Each owner in Horn Rapids is required to pay a general assessment levied annually by the Horn Rapids Master Homeowners Association to finance its operating expenses. The general assessment may be paid in installments as established by the Association. In addition, special assessments may be levied from time to time to pay for extraordinary expenses that arise. If an owner does not pay an assessment when due, the unpaid assessment becomes a lien against the owner's property in Horn Rapids, in the same way that a mortgage is a lien on your property. Like an unpaid mortgage, the Association's lien may be foreclosed by a lawsuit that results in the sale of the owner's property to pay off the overdue assessment.

Use Restrictions in Horn Rapids (Article 6)

Article 6 contains provisions that restrict permissible activities in Horn Rapids. For example, commercial uses in areas not specifically designated for commercial use on the Horn Rapids Master Plan are generally prohibited. The Board may prohibit mobile home or trailer storage within Horn Rapids except in areas specifically designated for the common storage of trailers or recreational vehicles. Signs are prohibited on lots, except ordinary "for sale" signs. Certain maintenance responsibilities are imposed on all owners in order to ensure that their homes are kept in good condition and their lots attractively maintained. Firearms and other dangerous weapons may not be used within Horn Rapids. No hunting is permitted.

Common Areas (Article 7)

The Association and/or neighborhood Sub-Associations are responsible for the maintenance and improvement of all Common Areas. Within these areas, the destruction or elimination of landscaping, physical improvements, or native growth is generally prohibited except in connection with specified activities approved by the Association or Declarant.

The foregoing summary is no substitute for a careful reading of the CC&R's themselves. Please take time to read them. In a way, the CC&R's are the underlying "constitution" for Horn Rapids. Together with state and local laws and ordinances, the Horn Rapids Master Homeowners Association Bylaws, and the Association's Rules and Regulations, the CC&R's are the foundation for a safe, successful, and attractive private community. Each owner has a responsibility to abide by the provisions of the CC&R's in order to make Horn Rapids the special place it is designed to be.

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EXHIBITS

Exhibit A: Legal Description for Horn Rapids: A Master Planned Development
Exhibit B: Horn Rapids Master Plan Illustrative Plan

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

THIS DECLARATION is made on this 25 th day of May, 1994, by the undersigned who is the owner of certain land situated in the State of Washington, County of Benton, known as Horn Rapids, hereafter referred to and defined and more particularly described as Exhibit A, which is attached hereto and incorporated herein by this reference as fully set forth (the "Property").

DESCRIPTION OF DECLARATION

Declarant desires to create in Horn Rapids as defined herein a planned community with residential, retail, and commercial uses, services, and facilities, as well as other public and private uses, services, and facilities. Declarant also desires to create facilities for the benefit of the Horn Rapids community, to provide for the preservation of the natural values and amenities in Horn Rapids, and to provide for the maintenance of open spaces and other common facilities.

The Horn Rapids Master Homeowners Association (hereafter referred to and defined as the "Association") shall be delegated and assigned the duties and powers of owning, maintaining and/or administering the Common Areas and related facilities, administering and enforcing covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created, except as to certain duties and powers reserved to Declarant as hereinafter provided.

This Declaration contemplates a plan for the phased development of Horn Rapids pursuant to Declarant's Master Plan, as hereafter referred to and defined, in order that the Horn Rapids community may grow in an orderly fashion under a rational scheme of development. The Declaration further establishes the right and power of the Board to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of and improvements to the Common Areas and facilities, and in order to effectuate all the powers and duties of the Association, as described herein. The Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Horn Rapids and further establishes the right of the Board to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

The Declaration further establishes the right and power of the Declarant and/or an irrigation source entity to maintain and operate an irrigation supply system and to perform certain other activities in Horn Rapids.

This Declaration further constitutes a waiver of the right of all owners in Horn Rapids to protest the formation of any future local improvement district and/or road improvement district which includes Horn Rapids to the extent that the annual assessment for each lot in such a road improvement district is less than or equal to one hundred fifty dollars ($150.00) for 20 years.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Horn Rapids as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Horn Rapids and all for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Horn Rapids or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1. Apartment Building shall mean and refer to a building on one or more Lots owned by a person or entity, consisting of two or more attached residential living units under one roof, but excluding Condominium Units.

Section 1.2. Association shall mean and refer to the Horn Rapids Master Homeowners Association, a Washington non-profit corporation, its successors and assigns. The Association may be referred to herein as the "Master Association" to distinguish it from Sub-Associations.

Section 1.3. Association Action shall mean and refer to a written corporate action of the Association in the form of either a by-law or resolution duly passed by either the Board or the Owners.

Section 1.4. Board shall mean and refer to the Board of Directors of the Association.

Section 1.5. City of Richland shall refer to the City of Richland, a Washington municipal corporation, which owns portions of the planned phased areas of Horn Rapids and from whom Declarant or approved third parties will purchase those portions of Horn Rapids to construct the community in a manner generally consistent with the Master Plan in effect throughout the development of the community.

Section 1.6. Common Area as used in this Master Declaration shall mean and refer to (i) all real property that is owned by the Association, (ii) the beneficial interest in easements or other property interests that are granted or reserved to the Association, and (iii) property or property interests that are designated by Declarant or approved third parties for future ownership by the Association or a neighborhood Sub-Association on a final plat or other recorded document, including without limitation open space areas and improvements thereon, clubhouse and neighborhood community centers, recreational and athletic facilities, pedestrian and equestrian trails, bicycle paths, lakes, ponds, parking areas, landscaping, and other areas available for common use and enjoyment by members of the Association. Common Area responsibilities and expenses of the Association shall specifically include the obligations and expenses incurred pursuant to those certain Landscape and Maintenance Agreement and Irrigation System Supervision and Planning Agreement, each dated July 29, 1993, by and between Columbia Triangle Venture, L.P. and the City of Richland, and the Association shall succeed to the rights and obligations of Columbia Triangle Venture, L.P. thereunder. Common Area owned and maintained by the Association shall further specifically include (i) the storm drainage system and (ii) the irrigation system. Unless otherwise specifically set forth herein, "Common Area" in this Master Declaration shall not include the common area owned or maintained by a Sub-Association.

Section 1.7. Condominium shall mean and refer to any Living Unit created in a declaration filed pursuant to the Horizontal Property Regimes Act, RCW Ch. 64.32, or any successor statute, including without limitation such units located in duplexes, fourplexes, and other multi-dwelling-unit buildings, and any building composed of such units if the context shall require.

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE L.P., a Washington limited partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids from Declarant for the purpose of development (excluding Participating Builders); provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.9. Declaration shall mean and refer to this instrument, as the same may be supplemented or amended from time to time. This instrument may be referred to as the "Master Declaration" to distinguish it from the Declarations for Sub-Associations.

Section 1.10. Development Period shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending whenever any of the following first occurs: (i) 30 years from the date hereof; or (ii) 4 months after Declarant has transferred title to purchasers of Lots or Condominiums representing ninety-five percent (95%) of the total voting power of all Owners as then constituted; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period. The Development Period may be extended pursuant to Section 2.2.

Section 1.11. Golf Course shall mean that certain real and personal property which is contiguous to the Property and developed as an 18-hole golf course and owned and operated by Columbia Golf Associates, a Washington General Partnership or its successors and/or assigns. The Golf Course shall include the greens, fairways, cart paths, driving range, putting greens, designated lakes or water hazards, maintenance facilities and other improvements so-designated by Declarant as part of the Golf Course. Notwithstanding anything to the contrary contained within this Declaration, the Golf Course is not a part of the Property or the Common Areas, and the owners of Living Units do not, by the nature of their ownership of Property within the community, have any reserved right to use of the Golf Course or membership, if offered, to any golf club for the community.

Section 1.12. Governing Documents shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, and the Articles of Incorporation and Bylaws of the Association, as any of the foregoing may be amended from time to time.

Section 1.13. Initial Construction Controls Committee shall mean the committee created pursuant to Section 3.9.

Section 1.14. Living Unit shall mean and refer to a building or structure or any portion thereof situated in Horn Rapids that is designed and intended for use and occupancy as a residence by a single family, including attached or detached houses, Condominiums, and units within Apartment Buildings, and the appurtenant landscaping, fences, walls, decks, patios, pool, spa, garages, driveways, parking areas or similar improvements occupying any Lot on which a Living Unit is situated. If a Living Unit is constructed on a Lot, the definition of Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous certificate from the applicable governmental authority.

Section 1.15. Lot shall mean and refer to any legally segmented and alienable portion of Horn Rapids created after the date of this Declaration (and including Lots in the Plat of Horn Rapids Phase 1, whether or not such plat is recorded after the date of this Declaration), through subdivision, short subdivision, site plan

approval, or any other legal process for dividing land, with the exception of streets and other public areas, the Golf Course, the Common Areas (Master Association or Sub-Association) and any areas conveyed to the irrigation source entity for use as well or reservoir sites.

Section 1.16. Master Plan shall mean and refer to the total general scheme of intended uses of Horn Rapids as approved by the City of Richland in Resolution 38-93, the present version of which is illustrated in Exhibit B attached hereto, which exhibit is incorporated herein by this reference as if fully set forth, and as further defined in Article 2. If the Master Plan shall be amended, this definition shall refer to the most current version thereof. Horn Rapids shall mean and refer to that real property described in the Master Plan.

Section 1.17. Membership Unit. When used in reference to a Lot designated for construction of a single Living Unit, "Membership Unit" shall mean one unit. When used in reference to a Lot designated for multiple Living Units, "Membership Unit" shall mean the maximum number of Living Units authorized under the Master Plan to be built on such Lot, provided that when one-third (1/3) of the maximum authorized Living Units have been built and have received a Certificate of Occupancy, "Membership Unit" shall mean the actual number of Living Units completed on such Lot, as such number may be increased by additional construction from time to time. On Lots designed for multiple Living Units, where there are more Membership Units than Living Units, the excess Membership Units shall be deemed to be owned by the Owner of the fee interest in the unbuilt portions of the Lot, and shall be deemed transferred with transfer of ownership of the Lot. Any reference herein to ownership, sale or encumbrance of a Membership Unit shall be deemed to refer to ownership, sale, assessment or encumbrance of the Lot or Living Unit to which such Membership Unit attaches. Assessments or liens against a Membership Unit that is not appurtenant to a Living Unit shall be deemed assessments or liens against the fee interest in the Lot.

Section 1.18. Mortgage shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots or Living Units. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagees" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.19. Owner shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot or Living Unit, including Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not be deemed Owners, except as provided in Section 5.3, 5.4 and 5.5.

Section 1.20. Parcel shall mean and refer to any portion of the Property not yet included within a Phase.

Section 1.21. Participating Builder shall mean and refer to a person or entity that acquires a portion of the Property for the purpose of improving such portion in accordance with the Master Plan for resale to Owners or lease to tenants.

Section 1.22. Phase shall mean and refer to any portion of the Property that is segregated by Declarant's filing for recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Lots, Living Units, or Common Areas.

Section 1.23. Single Family shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.24. Sub-Association shall mean and refer to a neighborhood association, a Washington non-profit corporation, created by Declarant or approved third parties for the purposes of providing control and maintenance within defined portions of the Property.

Section 1.25. Supplementary Declaration shall mean and refer to any recorded declaration of covenants, conditions, and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for a Phase as are deemed appropriate by Declarant.

Section 1.26. The Property shall mean that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof, in accordance with Article 2 of this Declaration.

ARTICLE 2

MASTER PLAN AND ADDITIONS

Section 2.1. The Master Plan. The Master Plan, the present version of which has been approved by the City of Richland in Resolution 38-93 and is illustrated on Exhibit B, is Declarant's dynamic design for the staged development of the Property as a community, and may be regularly modified and amended by Declarant as provided herein during the period of years required to develop the Property. Because the Master Plan is necessarily an evolving design, it shall not bind Declarant to make any of the additions to the Property that are shown on the Master Plan or to improve any portion of such lands in accordance with the Master Plan unless and until a Supplementary Declaration is filed for record by the Declarant for a Phase of Horn Rapids subjecting it to this Declaration. As provided in Section 2.2., the Declarant has the right to add to or amend the Master Plan, subject to approval by the City of Richland and/or other government agencies.

Section 2.2. Additions and Amendments. Declarant hereby reserves the right to add to or amend the Master Plan. Such additions or amendments shall be effected by (1) giving notice of the proposed changes to the Association Board; (2) securing any necessary approval of any proposed addition or amendment from the City of Richland or any successor governmental entity with jurisdiction over the Horn Rapids Property, and (3) securing any necessary approval of any federal mortgage agency.

Declarant's right to amend the Master Plan includes the right to add additional properties to or delete properties from the Property and the right to change presently proposed uses in the Property. Such amendments may include changes in the quantity or types of residential, recreational, and commercial uses, services, and facilities. In the event additional properties are added to the Property, the Development Period may be extended a maximum of ten years at the sole option of Declarant.

Section 2.3. Future Road Improvement District and Future Local Improvement District. This Declaration constitutes a waiver of the rights of all owners in the Property and their successors in interest to protest the formation of a future local improvement district and/or road improvement district which benefits and includes all or a portion of the Property, so long as the annual assessment for a lot in such a road improvement district is less than or equal to one hundred fifty dollars ($150.00) for 20 years.

ARTICLE 3

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION

Section 3.1. Description of Association. The Association is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

Section 3.2. Association Board of Directors. Declarant shall within 90 days of execution of this Declaration, select an initial Board of not fewer than 3 persons who need not be Owners and one of whom must be designated by the City of Richland. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association. The term of the initial directors of the Board shall expire at the first annual meeting of the Association following their appointment by Declarant. At the first annual meeting the number of Directors shall increase to five (5), consisting of three Directors designated by Declarant, one Director designated by the City of Richland, and one Director elected by the Association members at their annual meeting. Directors shall serve for three-year terms with staggered term expirations as may be established by the Articles of Incorporation or Bylaws of the Association. The number of Directors shall remain at five for a period of ten (10) years, after which time the number of Directors shall increase to seven (7), consisting of four (4) Directors designated by Declarant, one Director designated by the City of Richland, and two (2) Directors elected by the Association members at their annual meeting. During the Development Period, no more than one (1) of these positions may be held by any person who is an owner or operator of a rental unit or the employee, agent, representative (including, but not limited to, any occupant of a rental unit or any person receiving a benefit from an apartment owner or operator), or relative of an owner or operator of a rental unit. The City's right to designate a Director shall terminate at the time the City no longer owns any portion of the Property, or sooner by mutual written agreement between Declarant and the City of Richland, at which time Declarant shall designate the Director that would otherwise have been designated by the City of Richland. At the end of the Development Period, all Directors that would otherwise have been designated by Declarant shall be elected by the membership of the Association at their annual meeting. Any vacancy created by the incapacity, resignation or removal of a Director shall be filled by the party entitled to designate that Director, provided that if the Director holds a position elected by

the membership of the Association, such vacancy shall be filled by the Board until the next regularly scheduled meeting of the Association, at which time it shall be filled by vote of the membership of the Association.

At completion of the Development Period, no more than two (2) of the seven (7) positions may be held by any person who is an owner or operator of a rental unit or his/her employee, agent, representative or relative as defined in the preceding paragraph. If a non-member Director is elected and is an employee, agent, representative or relative of an owner or operator of a rental unit, the non-member Director shall be deemed to be filling one (1) of the two (2) positions which may be held by an owner or operator of a rental unit or his/her representative as defined in the preceding paragraph.

Section 3.3. Association Membership. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. Membership shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that any Owner may delegate his rights of membership in the Association and rights of enjoyment in the Common Area to the members of his family and to his tenants occupying a Living Unit, subject to the provisions of Section 6.3.

Section 3.4. Votes Appurtenant to Membership Units. Every Owner shall be entitled to cast one vote in the Association for each Membership Unit owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. A vote shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Membership Unit, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Membership Unit; and if the several Owners of a Membership Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Membership Unit, each vote may be cast separately.

Section 3.5. Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total of 3,050 outstanding votes in the Association, representing one vote for each 3,050 Membership Units, the maximum number presently authorized by the City of Richland for the Property. During the Development Period, the Declarant shall be entitled to cast 3,050 votes provided that at the transfer by Declarant or approved third parties of the ownership of any Lot, the number of Living Units deemed authorized on such Lot in arriving at Declarant's 3,050 votes shall be deducted from such 3,050 votes.

Section 3.6. Adjustment to Number of Votes. If other than 3,050 Living Units are authorized by the City of Richland for the Property at any time during the Development Period or additional properties are included in the Property pursuant to Section 2.2, the number of votes in the Association shall be readjusted at such time to reflect the changed number of Membership Units, and Declarant shall be entitled to cast all such votes, less the adjustments set forth in Section 3.5 above. If, after the end of the Development Period, additional Lots are platted or Living Units constructed from time to time in the Property, the number of votes in the Association shall similarly be readjusted from time to time, in order that there shall thereafter always be one vote for each Membership Unit in the Property.

Section 3.7. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 3.8. Rules and Regulations. The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners except insofar as may be necessary to reflect (i) different requirements or restrictions applicable to different Lots under the Master Plan or (ii) different access rights or maintenance obligations of Owners in relation to Limited Common Areas that are the responsibility of the Association. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within 30 days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.9. Initial Construction Controls Committee. The plans for both the initial improvement of a Lot and the initial construction of a Living Unit, Common Area, commercial building or accessory structure on a Lot during the Development Period shall require approval of a committee consisting of two representatives of Declarant pursuant to Section 6.2.

Section 3.10. Architectural Controls Committee. The Board shall establish and continuously maintain an Architectural Controls Committee composed of three or more representatives, one of whom shall be designated by the City of Richland until the City no longer owns any portion of the Property, to review and approve or disapprove the details and written plans and specifications of all construction which is neither (i) subject to Section 3.9 nor (ii) within the jurisdiction of a Sub-Association. The matters subject to Architectural Controls Committee review and approval include but are not limited to conversions, additions to or exterior alterations of existing Common Areas, Living Units and accessory buildings on a Lot. Within any condominium plat in the Property, the prior approval of the Architectural Controls Committee shall also be required for any changes in the landscape layout, for any changes to a bearing wall, and for any exterior additions or alterations. The Association shall have the power to adopt from time to time by Association Action and to enforce guidelines, criteria, and procedures governing the Architectural Controls Committee and the Owners' compliance with the provisions of Section 6.2 hereof. The provisions of Section 3.8 hereof shall apply to such guidelines, criteria, and procedures as if fully set forth in this Section 3.10.

Section 3.11. Decisions of the Architectural Controls Committee. The Architectural Controls Committee's approval or disapproval of plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such plans, one copy of which shall be delivered to the Owner of the Lot upon which the construction is proposed. Except for violation of those restrictions specifically set forth in Sections 6.5, 6.6, 6.7, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.17, 6.18, 6.20, 6.21, and 6.25, if no suit challenging any construction has been commenced within six months after its completion, Committee approval will not be required and this Declaration shall be deemed to have been fully complied with.

Section 3.12. No Warranty. No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

Section 3.13. Immunity. So long as a Director, member of the Initial Construction Controls Committee or the Architectural Controls Committee, Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such person, then no such Person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person;

provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

Section 3.14. Indemnification. Each Director, each member of the Initial Construction Controls Committee, each member of the Architectural Controls Committee, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1. Owner's Covenant to Pay Assessments. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

Section 4.2. Association Budget. The Board shall prepare, or cause to be prepared, and approve, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner and Living Unit as provided hereafter.

The Board may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Board shall by Association Action determine and levy in advance on every Owner a general assessment, as follows:

4.3.1. The general assessment shall be calculated as follows. The amount of the Association's operating budget shall be divided by the number of Membership Units as of the date the general assessment is levied. The resulting quotient shall be the per-Unit assessment share. Such quotient shall then be multiplied by the sum of the number of an Owner's Membership Units as of the date the general assessment is levied. The resulting product shall be the amount of such Owner's general assessment. For purposes of calculating the general assessment only, Declarant's Membership Units shall be only that number of Membership Units created as a result of completed Living Units on Declarant's Lots.

4.3.2. The Board shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof.

4.3.3. The omission by the Board, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed.

4.3.4. Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.

Section 4.4. Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly,

semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without premium or penalty.

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Section 4.3., 4.8, and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to the other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

Section 4.6. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot or Living Unit, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Living Unit by an Owner. The Board may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payment shall be fixed by the Association Action authorizing such special assessment.

Section 4.7. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Membership Unit are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 4.8. Special Assessments. In addition to the general assessments authorized by this Article, the Board may, by Association Action, levy a special assessment or assessments at any time against existing Living Units only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate; provided, however, that any such assessment must have the prior favorable vote of Owners representing two-thirds of the existing Living Units. If appropriate, the Board may levy a special assessment against a portion of the Membership Units in cases where some but not all of the Membership Units would benefit by the special

assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the sum of the number of Membership Units affected by the special assessment.

Section 4.9. Effect of Non-Payment of Assessment. If any assessment payment is not made in full within 30 days after it is first due and payable, the unpaid amounts shall constitute a lien against the Membership Unit assessed and shall bear interest from the date on which payment was first due and payable at the rate applicable to judgments in Washington. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot or Living Unit foreclosed against.

Section 4.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot and Living Unit, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots and Living Units perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring prorata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot or Living Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot or Living Unit which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of

the continuing lien for unpaid assessments against the respective Lot or Living Unit.

Section 4.11. Suspension for Non-Payment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot or Living Unit.

Section 4.12. Reserves for Replacement. As a common expense, the Board shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of affecting the replacement of the Common Areas and any improvements and community facilities thereon, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. The Board may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit.

Section 4.13. Certain Areas Exempt. The Common Area, the Golf Course, all Parcels, all Membership Units owned by Declarant without Living Units appurtenant thereto, and all portions of the Property owned by or dedicated to and accepted by a charitable or non-profit organization that is exempt from federal income taxation under section 501(c) (2) or (3) of the Internal Revenue Code (as the same may hereafter be amended or under any successor statute) or that is exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Association. All portions of the Property owned by or dedicated to and accepted by a public authority shall be exempt from the ownership of Membership Units, from the casting of votes in the Association and from assessments by the Association. Notwithstanding the above, Declarant may, during the Development Period, grant an exemption from assessments for a

specified period of time to a Participating Builder or to an Owner of unimproved Lot(s).

ARTICLE 5

SUBORDINATION OF LIENS

Section 5.1. Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot or Living Unit.

Section 5.2. Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3. Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Living Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot or Living Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Living Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.6. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Living Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Living Unit or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or

Living Unit for purposes of realizing a security interest, liens shall arise against the Lot of Living Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 6

USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6.1. Authorized Uses. The Property shall be used solely for the uses authorized in the Master Plan, as amended from time to time. Such uses may include, but are not limited to, residential, retail, and commercial uses, active and passive recreational uses and facilities, utility stations, public uses and facilities such as schools and fire stations, and other uses and facilities normally incidental to a master planned community. During the Development Period, no Lot or Living Unit shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot or Living Unit shall be further subdivided without prior approval conferred by Association Action.

Section 6.2. Approval for Building or Clearing Plans Required.

The following shall apply to all matters within the jurisdiction of the Initial Construction Controls Committee or the Architectural Controls Committee except as specifically empowered to the Architectural Controls Committee of a Sub-Association:

(a) During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until written approval thereof has been obtained from the Initial Construction Controls Committee. After the Development Period or the initial construction of a Living Unit, commercial building, or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(b) No conversion, addition to or exterior alteration of all or any portion of an existing Living Unit, commercial building, accessory building on a Lot, or Common Area shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(c) No clearing, no excavation, and no filling is permitted on a Lot or in a Common Area until written approval of the Architectural Controls Committee is obtained, provided that when such clearing, excavation, or filling occurs during the Development Period, such written approval shall be obtained from the Initial Construction Controls Committee.

(d) In order to obtain approval pursuant to this section, an Owner (including a Participating Builder) shall submit to the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, written plans and specifications showing the nature, kind, shape, height, materials, colors, landscaping, location and other information relevant to the application for approval. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, shall have the authority to approve, reject or approve with conditions any application based upon the Committee's determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the Governing Documents. Committee decisions shall be final and binding on all parties.

(e) The initial construction of a Living Unit, commercial building or accessory structure and major alterations thereto shall be done by a licensed and bonded general contractor, unless prior written permission otherwise is obtained from the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable. Proof of current contractor registration shall be submitted with the plans and specifications described above.

(f) Plans and specifications shall include a reasonable timetable for completion of any authorized construction activity and shall, in no case, exceed one year provided that an extension to complete landscaping may be granted where completion within one year is not feasible due to weather or other exceptional circumstances. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, may, where appropriate, require completion of the exterior of any structure and landscaping within a shorter period of time.

(g) No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

(h) This Section 6.2 shall not apply to (1) activity undertaken by the Declarant in any Parcel or action pursuant to the exercise of Declarant's rights under Section 7.1., (2) activity undertaken on the Golf Course by Declarant, by Declarant's assigns, or their successors in interest, or to (3) activity undertaken by Declarant, irrigation source entity or their successors in interest to maintain or improve the irrigation system for the Property.

Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

Section 6.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by dogs on any property other than the Lot of the Owner of the dog. Dogs shall be confined to the Owner's lot or Living Unit, unless on a leash and accompanied by a responsible person. In no case are dogs allowed on the Golf Course. The Board may prohibit Owners from allowing dogs in some or all of the Common Areas. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Board shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot or Living Unit, pets within the Property must be accompanied by a responsible person.

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit, except as such uses are specifically designated for certain retail and commercial areas of the Property, in accordance with the approved Horn Rapids Master Plan; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Rapids community.

Section 6.6. Mobile Homes and Modular or Prefabricated Homes. The use, parking or storage of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed off-site as living units is prohibited on Lots or streets in the Property, regardless of the anticipated duration of such use except for those uses approved in advance by the Initial Construction Controls Committee or after the Development Period, by the Board.

Section 6.7. Storage of Automobiles, Boats, Trailers and Campers. The storage of all or any of the following: automobiles, vans, boats, house trailers, campers, camp trucks, boat trailers, junk vehicles, or any other similar machinery or equipment of any kind or character is prohibited, unless provided otherwise in this section. The Board shall designate a location or locations within the Property for the storage of such vehicles. The Board shall approve regulations controlling storage of a limited number of such vehicles for a specified time period indoors on a Lot or outdoors if screened from adjacent Lots, Living Units, and public or private streets, access ways or open space.

However, an Owner may keep on or in a Lot or Living Unit such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot or Living Unit, provided such equipment and machinery when not in use is screened from view from adjacent streets, Lots, and Living Units. The Declarant, the Association, the Golf Course operator and the applicable irrigation source entity may keep such equipment and machinery as it may require in connection with the maintenance and operation of the Golf Course, the water system and the Common Areas. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in the Property.

Section 6.8. Parking. The Board shall approve regulations concerning the parking of vehicles, including, but not limited to, automobiles, vans, trucks, campers, boats, and boat trailers on a Lot and if permitted by local regulations, on residential streets.

Section 6.9 Golf Carts. The use of golf carts on the streets within Horn Rapids must comply with all applicable local, state, and federal government regulations. The Board shall approve regulations controlling the parking and/or storage of golf carts on a Lot and on streets within the Property.

Section 6.10. Garbage. No garbage, refuse, or rubbish shall be deposited or left in the Property, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted, provided that the Declarant, the Golf Course and the Association may burn debris during the development of a Phase or maintenance of the Golf Course and Common Areas.

Section 6.11. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 6.12. Mining Prohibited. No portion of the Property shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth; provided that Declarant may engage in such activities in association with the development of parcels and in the exercise of Declarant's rights under Section 7.1.

Section 6.13. Signs. Except for entrance, street, directional, traffic control, parking, safety signs, signs necessary for the Golf Course and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the Property; provided, however, that one temporary real estate sign not exceeding 6 square feet in area may be erected upon any Lot or attached to any Living Unit placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Living Unit. Three signs of a political nature regarding one or more candidates or ballot issues, not exceeding 6 square feet in area each, may be erected upon any Lot during a political campaign provided such sign shall be removed within 48 hours after the relevant election day.

Section 6.14. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels.

Section 6.15. Antennae. No external television, radio, short-wave or citizens band antennae, free-standing antenna towers, satellite reception dishes or similar equipment of any kind shall be permitted in the Property without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, and without appropriate screening from the Golf Course, adjacent Lots, Living Units, Common Areas, and public access ways.

Section 6.16. Swimming Pools; Spas; Outdoor Courts. No swimming pool, spa or outdoor court shall be constructed on any Lot without the prior written approval of the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

Section 6.17. Fences; Walls; Decks. No fence, wall or deck shall be constructed on any Lot without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable. All fences, walls and decks, if approved, shall be constructed in a good and workman-like manner of suitable materials, shall be artistic in design, and shall not detract from the

aesthetic quality and enjoyment of the Golf Course, a park, a Common Area or an adjacent Living Unit. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence), or a style which completely conceals all framework. No fence or wall higher than six (6) feet shall be permitted unless required by local planning authorities. No fence, wall or deck shall be of a height which interferes unreasonably with the view and/or privacy of any Lots or Living Units. The Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association, as applicable, shall prepare guidelines for the construction, repair, replacement, or extension of fences, walls, and/or decks, including guidelines for acceptable locations and types of fences, walls, and/or decks.

Section 6.18. Outdoor Lighting. Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. All outdoor lighting shall be screened or shielded to prevent unwanted lighting or glare on the Golf Course, adjacent Lots, Living Units, Common Areas, and public spaces. No sodium vapor, quartz or metal halide lighting is permitted without the prior written approval of the Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association Architectural Controls Committee, as applicable.

Section 6.19. Water Quality and Conservation. In order to minimize the risk of contamination of surface and ground waters, the use of pesticides and herbicides in the Property should be avoided if possible. Both the Association and any applicable irrigation source shall have the authority to prohibit or restrict the use of fertilizers, pesticides and herbicides in the Property, if deemed necessary to maintain surface and ground water quality.

To conserve irrigation water, all Owners shall follow a schedule of watering on alternating days as established by the Association or an irrigation source entity. Such schedule may be modified at the direction of the Association, the irrigation source entity, or governmental agency with jurisdiction.

Section 6.20. Sewage Disposal Systems. Each Living Unit in the Property shall be connected to the sewage disposal system for the Property owned and operated by the City of Richland Department of Public Works or its successor in interest. Owners shall be individually responsible for compliance with all rules and regulations of City of Richland associated with use and maintenance of such sewage disposal systems and shall be responsible for payment of all fees and costs assessed by City of Richland related to such systems, their use, maintenance, repair and replacement. Any easement shall be in such form as required by City of Richland.

Section 6.21. Wells and Septic Tanks. There shall be no water wells or septic tanks on Lots. Owners shall be required at all times to connect their Living Units

to the public water and sewer facilities administered by City of Richland, or its successor, and at all times to maintain such facilities in good working order and repair.

Section 6.22. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and Living Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and Living Units and any and all appurtenances thereto in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on his Lot in healthy and attractive state and in a manner comparable to that on the other Lots in the Property. Each Owner shall maintain the landscaping on his Lot such that it does not interfere unreasonably with the view from any adjacent Lot, Living Unit, or public or private open space. After notice to an Owner from the Association (or the applicable Sub-Association) of such Owner's failure to so maintain his landscaping, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, and upon not less than forty-eight (48) hours prior written notice, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

Section 6.23. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon shall be used or discharged within the Property except by authorized government officials. No hunting shall be permitted within the Property.

Section 6.24. Sales and Construction Facilities. Notwithstanding any other provisions of this Declaration, it is expressly permissible during the Development Period for Declarant and Participating Builders, or agents or contractors thereof, to maintain on any portion of the Property owned by Declarant or Participating Builders such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Lots or Living Units, including without limitation business offices, storage areas, construction yards, signs, model Living Units, or sales offices.

Section 6.25. Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of the Property, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, City of Richland, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Property which may be or become an

annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Property. The Association (or applicable Sub-Association) shall determine by Association Action whether any given use of a Lot or Living Unit unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or Living Units, or of the Common Areas, and such determination shall be final and conclusive.

Section 6.26. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 6.4, 6.5, 6.6, 6.7, 6.11, 6.13, 6.15, 6.17 and 6.23 only of this Article (regulating animals, commercial uses, mobile homes and modular or prefabricated homes, automobiles, boats, trailers and campers, utilities, signs, antennae, fences, walls and decks, and weapons, respectively) would work a severe hardship upon him, the Board (which shall mean the Sub-Association where the Sub-Association is the governing body) by Association Action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 6.25 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

Section 6.27. Additional Restrictions on Lots Adjacent to Golf Course. All lots bordering on the golf course shall be subject to the following restrictions:

(a) No construction or placement of any structure shall be allowed in a rear or side yard adjacent to the Golf Course without the prior written approval of the Initial Construction Controls Committee, or Architectural Controls Committee, as applicable. No landscaping over six (6) feet high or trees over 15 feet high, other than those already present on the site, may be planted or permitted to grow in the areas described above, unless landscaping guidelines issued by the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, permit otherwise.

(b) Owners of Lots abutting the Golf Course recognize and accept the risk that golfers will misplay balls into Lots, and do thereby grant an easement for ingress and egress to authorize Golf Course players, Golf Course operator and the Declarant to retrieve such balls without interference and without constituting a trespass. This easement shall extend only to the retrieval of the balls and does not extend to permitting play within the Lot or for players to spend an unreasonable time on the Lot while retrieving balls or committing a nuisance while on the Lot. Declarant or the Golf Course operator may place and maintain markers designating the Lot as "out of bounds." Golfers will be permitted to retrieve such balls without interference. Golfers will not be permitted to play balls which leave

the Golf Course but must retrieve their balls and "drop" it in an appropriate location on the Golf Course. The Golf Course operator will endeavor to alert all golfers to this course rule.

(c) Owners and occupants of Living Units adjacent to tees, fairways and greens, as well as their families and invitees shall be obligated to refrain from any unreasonable actions which would distract from the enjoyment of the playing qualities of the Golf Course. Examples of prohibited activity would include, but not be limited to, excessively barking dogs or noisy pets, running or walking on the Golf Course property, picking up balls in play, or interference with play.

ARTICLE 7

COMMON AREAS

Section 7.1 Title to Common Areas and Park Lands Declarant or approved third parties shall from time-to-time during the Development Period convey to the Association Common Areas designated on a final plat or other recorded map or plan. Upon its creation as a Common Area in a Phase, and whether or not it shall have been conveyed as yet to the Association, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot or Living Unit and shall not be assigned or conveyed in any way except upon the transfer to title to such Lot or Living Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Certain rights of use, ingress, egress, occupation, and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant for the duration of the Development Period. All Common Areas when conveyed to the Association, and all park lands when conveyed to the City of Richland, shall be free and clear of financial liens and encumbrances. Assessments shall not be used to defray operating and maintenance costs of Common Areas which have not yet been conveyed to the Association.

The Declarant shall retain the right to construct one or more roads across the Common Areas (including specifically common areas owned or maintained by Sub-associations) so as to connect roads and utilities to the Property to roads and utilities on adjacent properties if such connections are authorized by City of Richland, its successor in interest, or any public or private utility. In the event such roads or utility connections are so required, the Association or Sub-Association shall dedicate to the City of Richland, its successors in interest, or to an appropriate utility any and all rights of way and/or easements so required.

Section 7.2. Owner's Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as Limited Common Areas on a recorded instrument or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, sewer and water systems, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas, shall be taken by the Association or the appropriate Sub-Association only. The Association shall be responsible for compliance with any and all requirements of the City of Richland or its successor regarding maintenance of the Common Areas.

Section 7.4. Relationship to Golf Course. The Horn Rapids Golf Course is owned, operated and maintained as a stand-alone entity independent of the Declarant, the Association, and any Sub-Association or any Owners. The Association, any Sub-Association, or Owners are not required to contribute to the costs of operation and maintenance of the Golf Course. No Participating Builder has the right or power to convey any rights of use or control regarding the operation and maintenance and future existence of the Golf Course to an Owner.

ARTICLE 8
INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 8.1. Insurance Coverage. The Association shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington which provide:

8.1.1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for deprecation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Association shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

8.1.2. General comprehensive liability insurance insuring the Association, the Owners, Declarant, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

8.1.3. Worker's compensation insurance to the extent required by applicable laws.

8.1.4. Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount not less than three months' general assessments on all Membership Units, including reserves.

8.1.5. Insurance against loss of personal property of the Association by fire, theft, and other losses without deductible provisions as the Association deems advisable.

8.1.6. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, or Veterans Administration.

Section 8.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested such notice from the Association. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 8.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the

Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 9

ENFORCEMENT

Section 9.1. Right to Enforce. The Association, Board, Declarant, irrigation source entity, or any three (3) Owners acting in concert, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 9.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Property, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot or Living Unit and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 10

AMENDMENT AND REVOCATION

Section 10.1. Amendment by Declarant or Association. Declarant may, during the Development Period, amend this Declaration on its sole signature. This Declaration may also be amended by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners (except Declarant) having

sixty-six (66) percent of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant.

Section 10.2. Effective Date. Amendments shall take effect only upon recording with the Office of the Benton County Auditor or any successor recording office.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot or Living Unit, or personal property located on or in the Lot or Living Unit. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 11.2. Transfer of Certain Utilities, Utility Repair Easement. Declarant, irrigation source entity, and the Association after conveyance thereto, may transfer and convey any sewer, water, storm drainage, or other general utility in the Property to a public body for ownership and maintenance, together with any necessary easements relating thereto, and each Lot and Living Unit shall become burdened thereby.

Section 11.3. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 11.4. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suite or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 11.5. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot or Living Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 11.6. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 11.7. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 11.8. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Membership Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

COLUMBIA TRIANGLE VENTURE, L.P.

A Washington limited partnership

By Columbia Venture Partners, Inc.

By: _____

Title: President

STATE OF WASHINGTON)
)ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that Robert Baldwin is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the President of Columbia Triangle Venture to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/25/94.

KEVIN C. SIMMONS

Kevin C. Simmons
(Signature of Notary Public)

Kevin C. Simmons
(Printed Name of Notary Public)

My Appointment expires: 6-9-96

Exhibit A
Legal Description
for
Horn Rapids: A Master Planned Development

November 8, 1993

LEGAL DESCRIPTION
FOR
HORN RAPIDS: A MASTER PLANNED DEVELOPMENT

PARCEL A:

That portion of Section 19, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240, Northerly of the Richland Irrigation District main canal, and Easterly of the right-of-way for Grosscup Road.

PARCEL B:

That portion of Section 20, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240 and Easterly of the Westerly right-of-way of the former Richland Irrigation District main canal, except right-of-way for Grosscup Road.

PARCEL C:

That portion of the Southwest quarter of Section 21, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240.

PARCEL D:

That portion of the North half of Section 28, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240; and the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington.

EXCEPT the Southeast quarter of the Southwest quarter thereof,

AND ALSO EXCEPT that portion thereof conveyed to Lamb Weston, Inc. by Statutory Warranty Deed recorded under Auditor's File No. 814340.

Prepared by: BF
Checked by: [illegible]

Hugh G. Goldsmith & Associates, Inc.

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OFFICIAL RECORDS

PARCEL E:

All that portion of Section 29, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying North and East of the following described line.

Beginning on the South line of said Section 29, at a point 696.66 feet distant from the Southeast corner of said section;

Thence N 35°42'32" E a distance of 394.38 feet;
Thence N 20°37'06" E a distance of 274.75 feet;
Thence N 12°05'05" E a distance of 242.31 feet;
Thence N 03°50'47" W a distance of 238.79 feet;
Thence N 17°50'47" W a distance of 186.58 feet;
Thence N 35°40'28" W a distance of 204.00 feet;
Thence N 48°35'21" W a distance of 185.58 feet;
Thence N 63°46'01" W a distance of 216.16 feet;
Thence N 79°39'03" W a distance of 276.71 feet;
Thence S 83°49'06" W a distance of 509.84 feet;
Thence N 72°11'07" W a distance of 286.30 feet;
Thence N 86°15'16" W a distance of 144.51 feet;
Thence N 54°32'11" W a distance of 360.61 feet;
Thence N 63°15'15" W a distance of 476.57 feet to the East shore of the Yakima River;

Thence Northwesterly along the East shore of the Yakima River to the West line of Government Lot 1 of said Section 29;

Thence North along the West line of said Lot 1 to the Northwest corner of the said Lot 1;

Thence East along the North line of said Lot 1 to the West right-of-way line of the former Richland Irrigation District Canal;

Thence Northerly along said West right-of-way line to the North line of said Section 29.

EXCEPT that portion of the West half of Government Lot 1 lying Southerly of the Southerly right-of-way of the canal.

Prepared by:
Checked by:

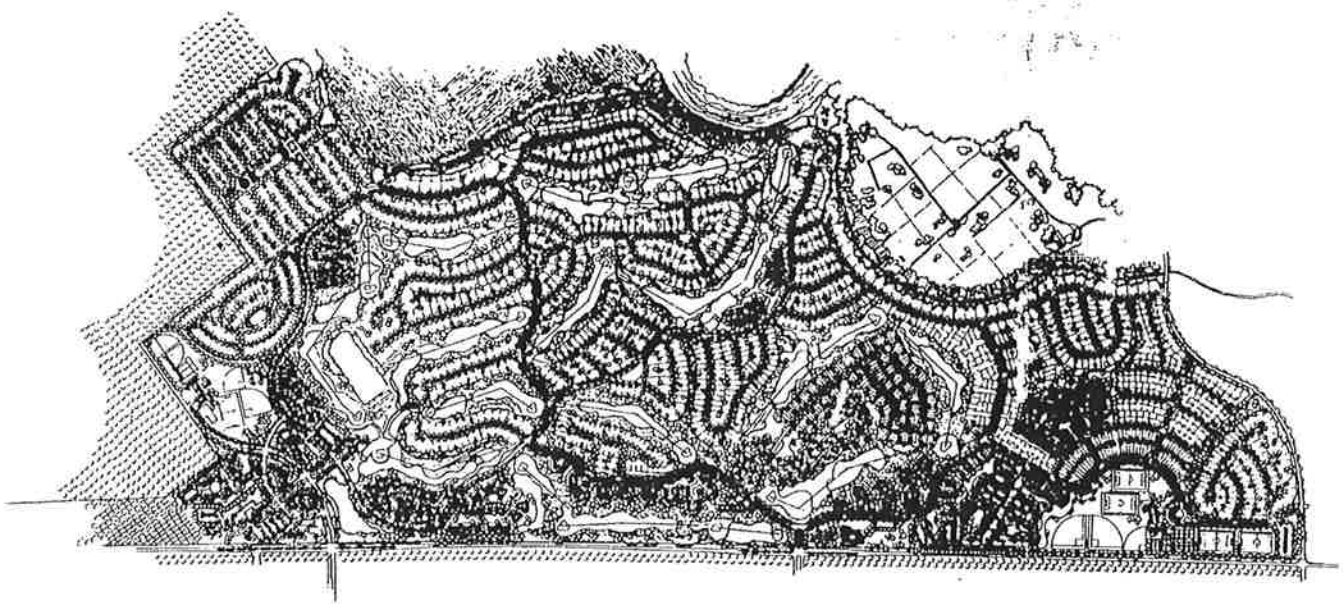
Hugh G. Goldsmith & Associates, Inc.

a92600g1.684

VOL. 608 PAGE 1858

OFFICIAL RECORDS

Exhibit B
Horn Rapids Master Plan
Illustrative Plan



HORN RAPIDS
COLUMBIA TRIANGLE VENTURES

ILLUSTRATIVE PLAN

DA IN GROUP

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MILLER MERTENS & SPA AMD 9.00 Benton County

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, Recording No. 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to Horn Rapids Master Homeowners Association its rights, responsibilities and obligations under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland, on July 29, 1993; and

WHEREAS, in connection with said assignment, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. A new section is hereby added to Article II as follows:

   Section 2.4. Horn Rapids Irrigation System. Effective on the date hereon, the Horn Rapids Master Homeowners Association covenants and agrees to accept the assignment from, and perform the obligations of, Columbia Triangle Venture, L.P. under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland dated July 29, 1993, and the same is incorporated herein by reference. The Horn Rapids Master Homeowners Association further agrees that the net obligations assumed under said Agreement are assessable against the lots as a homeowners association expense.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community shall remain in full force and effect.

DATED this 9th day of July, 2001 ~~1999~~.

COLUMBIA TRIANGLE VENTURE, L.P.

By: Donald M Jasper, Secretary, ~~ROBERT BALDWIN, President,~~ Columbia Venture Partners, Inc., its General Partner

LYNNEA MCSTEEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 08-28-04

Lynnea McSteen

2003-061197
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MILLER MERTENS & SPA AMD
21.00 Benton County

AFTER RECORDING MAIL TO:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: 94-18376 and 2001-021610

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July 2001and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July under Recording No 2001-021610 and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Master Homeowners Association authority to impose an initial assessment against all of the Living Units within the development.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. A new section is hereby added to Article IV as follows:

> Section 4.14. Initial One Time Assessment. Effective January 2, 2004 a one time initial assessment of $100.00 shall be assessed against every Living Unit. Thereafter, the Association shall assess and collect an initial one time assessment in the amount of $100.00 from the first person, corporation or entity that acquires by purchase, assignment, gift, inheritance or otherwise, any Living Unit. This initial one time assessment shall be in addition to any other annual or special assessments. The proceeds from this initial one time assessment shall be deposited and kept in the Association's reserve account to be used exclusively for capital improvements, major repairs and replacement expenses.

2. Section 4.5 of Article IV is hereby amended to read as follows:

> Section 4.5. Non-Discriminatory Assessment. Except as authorized in Sections 4.3, 4.8, 4.14 and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in

favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 15th day of December, 2003.

COLUMBIA TRIANGLE VENTURE, L.P., a Washington Limited Partnership, by its General Partner:

COLUMBIA VENTURE PARTNERS, INC., a Washington Corporation

By: _____
DONALD M. JASPER

Its: SECRETARY

2005-026398
Pg: 1 of 3
08/05/2005 10:10A
MILLER MERTENS & SPA AMD 34.00 Benton County

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 1.8 of Article IV is hereby amended to read as follows:

> Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE, L.P., a Washington Limited liability partnership, it successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids then owned by Declarant for the purpose of development (excluding Participating Builders), or acquire an ownership interest in, including an option to purchase, a substantial portion of the then-undeveloped Parcels from the City of Richland, its successors and assigns; provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

2005-026398
Pg: 3 of 3
08/05/2005 10:10A
MILLER MERTENS & SPA AMD 34.00 Benton County

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 29th day of July, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By: _____
DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., its General Partner

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On this 29th day of July, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

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

Michael J Leonard
NOTARY PUBLIC in and for the State of Washington, residing at Covington, WA
My Commission Expires: 12/06/07

MICHAEL J. LEONARD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES DEC. 6, 2007

2005-030827
Pg: 1 of 4
09/09/2005 10:36A
MILLER MERTENS & SPA ASSGN 35.00 Benton County

AFTER RECORDING MAIL TO:

Columbia Triangle Venture, L.P.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

Reference numbers of related documents: 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: Portions of Sections 19, 20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

ASSIGNMENT OF INTEREST OF DECLARANT OF HORN RAPIDS MASTER PLANNED COMMUNITY

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to assign its interests as Declarant of Horn Rapids: A Master Planned Community and the Horn Rapids Master Homeowners Association; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to North Stone

Richland, LLC its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the parties do hereby agree as follows:

1. Effective July 16, 2005, Columbia Triangle Venture, L.P. does hereby assign to North Stone Richland, LLC all of its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

2. North Stone Richland, LLC does hereby accept the assignment herein made and agrees to perform all of the covenants and obligations of Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

3. North Stone Richland, LLC does hereby release, discharge and relieve Columbia Triangle Venture, L.P. from and against any and all obligations under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, arising after the date set forth below, and does hereby agree to indemnify and hold harmless Columbia Triangle Venture, L.P., their insurers and their past and present parent, affiliated and subsidiary corporations, and the past and present partners, shareholders, officers, directors, agents, employees and attorneys of each and their successors and assigns, from and against any and all claims, demands, actions, suits, liability, loss, costs, expenditures or damages of any kind, including reasonable attorney's fees and costs, arising after the date set forth below out of or relating to conduct of North Stone Richland, LLC and Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, and as Declarant to the Horn Rapids Master Homeowners Association.

DATED this 19th day of AUGUST, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By: _____
DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., its General Partner

2005-030827
Pg: 3 of 4
09/09/2005 10:36A
MILLER MERTENS & SPA ASSGN 35.00 Benton County

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, ~~Managing~~ Member ~~of Santiam Development Company, LLC~~ North Stone Richland, LLC

By: P C Beals
Paul Beals, Member of North Stone Richland, LLC

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On this 17th day of AUGUST, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he [illegible] the said instrument on behalf of said partnership.

Witness my [illegible] official seal hereto affixed the day and year first above written.

MICHAEL J. LEONARD NOTARY PUBLIC STATE OF WASHINGTON DEC. 6, 2007

Michael J Leonard
NOTARY PUBLIC in and for the State of Washington, residing at Covington, WA
My Commission Expires: 12/06/07

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 29th day of August, 2005, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

NOTARY PUBLIC in and for the State of Oregon, residing at Aumsville, OR
My Commission Expires: 6-2-09

OFFICIAL SEAL
W COLLINS
NOTARY PUBLIC-OREGON
COMMISSION NO. 393473
MY COMMISSION EXPIRES JUNE 2, 2009

2005-030827
Pg: 4 of 4
09/09/2006 10:36A
MILLER MERTENS & SPA ASSGN 35.00 Benton County

STATE OF OREGON)
) §
COUNTY OF Linn)

On this 1st day of September 2005, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

Randall J. Fischer

NOTARY PUBLIC in and for the State of OREGON, residing at Salem OR
My Commission Expires: Jan 13, 2009

OFFICIAL SEAL
RANDALL J. FISCHER
NOTARY PUBLIC - OREGON
COMMISSION NO. 366564
MY COMMISSION EXPIRES JAN. 13, 2009

2007-022828
Pg: 1 of 4
07/13/2007 11:23A
FRONTIER TITLE & ESC AMD 35.00 Benton County

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS, SPANNER & COMFORT, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352
FA-MI

FRONTIER TITLE CO.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE 1-1908-100-0001-001 10P
1-2008-100-0001-001 10P
1-2108-100-0001-001 10P

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 6.3 of Article 6 is hereby amended to read as follows:

> Section 6.3. Leasing Restrictions. Except for Lots and Living Units located within Horn Creek at Horn Rapids, and except as may be authorized under the Declaration of Covenants, Conditions, Restrictions and Easements For Horn Creek At Horn Rapids: A Planned Unit Development Neighborhood, as now in effect, or hereafter adopted or amended, no Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

2. Section 6.5 of Article 6 is hereby amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Creek at Horn Rapids neighborhood. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 9 day of July, 2007.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By: P C Beals
Paul Beals, Managing Member of
Santiam Development Company, LLC

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2007-022828
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FRONTIER TITLE & ESC AMD 35.00 Benton County

STATE OF Oregon)
) §
COUNTY OF Linn)

On this 10th day of July, 2007, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

OFFICIAL SEAL
KAY E VORPAHL
NOTARY PUBLIC - OREGON
COMMISSION NO. 394564
MY COMMISSION EXPIRES JULY 26, 2009

Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton
My Commission Expires: 7/26/09

STATE OF OREGON)
) §
COUNTY OF Linn)

On this 9th day of July, 2007, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

OFFICIAL SEAL
RANDALL J. FISCHER
NOTARY PUBLIC - OREGON
COMMISSION NO. 388564
MY COMMISSION EXPIRES JAN. 13, 2009

Randall J. Fischer
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: Jan 13, 2009

B05324/ Fourth Amendment to CCRS 070601

2016-006215 AMD
03/08/2016 12:40:13 PM Page 1 of 4 Fees: $76.00
Brenda Chilton, County Auditor, Benton County, WA

2016-006290 AMD
03/09/2016 10:03:49 AM Page 1 of 5 Fees: $77.00
Brenda Chilton, County Auditor, Benton County, WA

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

RERECORD TO ADD PAGE 3
SCANNER DID NOT PICK IT UP

Misc 16-130

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. The FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY, dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828, is hereby revoked and terminated.

2. Section 6.2(a) of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

   During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until **written approval thereof has been obtained from: 1) the Initial**

Construction Controls Committee, and 2) the Declarant. After the Development Period or the initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until writted approval of the Architectural Controls Committee has been obtained.

3. Section 6.3 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

2. Section 6.5 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 07 day of January, ~~2015~~ 16 KMK

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By:
Ronald R. Bochsler, as Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC

OFFICIAL SEAL
KRISTEN M KELLY
NOTARY PUBLIC - OREGON
COMMISSION NO. 478549
MY COMMISSION EXPIRES MAY 27, 2017

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 07 day of January, ~~2015~~ 16 KMK, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

NOTARY PUBLIC in and for the State of Oregon, residing at Marion County
My Commission Expires: 05/27/2017

STATE OF Oregon)
) §

COUNTY OF LINN)

On this 24th day of February, 2016, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

OFFICIAL SEAL
ALFRED MICHAEL AUS
NOTARY PUBLIC - OREGON
COMMISSION NO. 475615
MY COMMISSION EXPIRES MARCH 12, 2017

NOTARY PUBLIC in and for the State of Oregon, residing at STAYTON
My Commission Expires: 3-12-2017

2018-002298 AMD
01/25/2018 12:51:47 PM Page 1 of 6 Fees: $209.00
Brenda Chilton, County Auditor, Benton County, WA

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828, 2011-024381, 2016-006215

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828. Note that no "*Third Amendment*" was ever recorded; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 7th day of January, 20016 and recorded with the office of the auditor of Benton County, Washington, on the 8th day of March, 2016 under Recording No. 2016-006215; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to disclose and provide notice to future property owner of the existence of a future home site on the Horn Rapids Golf Course, which may interfere with views.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by adding the following:

1. Notice of Future Home Site. **On or about July 15, 2005, Columbia Golf Associates, a Washington partnership ("CGA"), the owner and operator of the Horn Rapids Golf Course, was granted the right by the City of Richland to build a single family residence on the Horn Rapids Golf Course pursuant to a *Declaration of Restrictive Covenant for Golf Course Use*, a copy of which was recorded as Exhibit C to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement* dated August 25, 2011, and recorded under Benton County Auditor File No. 2011-024381. The covenant granting the right to build to CGA runs with the land, and may be conveyed to CGA's successors in interest.**

   Pursuant to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement*, CGA agreed to locate the single family residence as described in the attached Exhibit A, and depicted in the attached Exhibit B. As of the date of this Amendment it is not known if, or when, CGA or its successors in interest will exercise its right to build the single family residence.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 17 day of JANUARY, 2018.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By:
Ronald R. Bochsler, as Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 22 day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

OFFICIAL STAMP
PAIGE DANIELLE KRONEMANN
NOTARY PUBLIC - OREGON
COMMISSION NO. 953043
MY COMMISSION EXPIRES AUGUST 15, 2020

NOTARY PUBLIC in and for the State of Oregon, residing at Salem, OR
My Commission Expires: August 15, 2020

STATE OF OREGON)
) §
COUNTY OF Linn)

On this 17th day of January, 2018, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

OFFICIAL STAMP
RANDALL JOSEPH FISCHER
NOTARY PUBLIC - OREGON
COMMISSION NO. 957689
MY COMMISSION EXPIRES JANUARY 02, 2021

NOTARY PUBLIC in and for the State of OREGON, residing at Silverton, OR
My Commission Expires: January 02, 2021

Exhibit A

GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South 00°30'06" West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South 60°23'33" East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North 32°33'19" East, 13.10 feet to the TRUE POINT OF BEGINNING of the parcel to be described;

Thence continuing North 82°33'19" East, 179.98 feet;

Thence North 06°17'32" West, 98.40 feet;

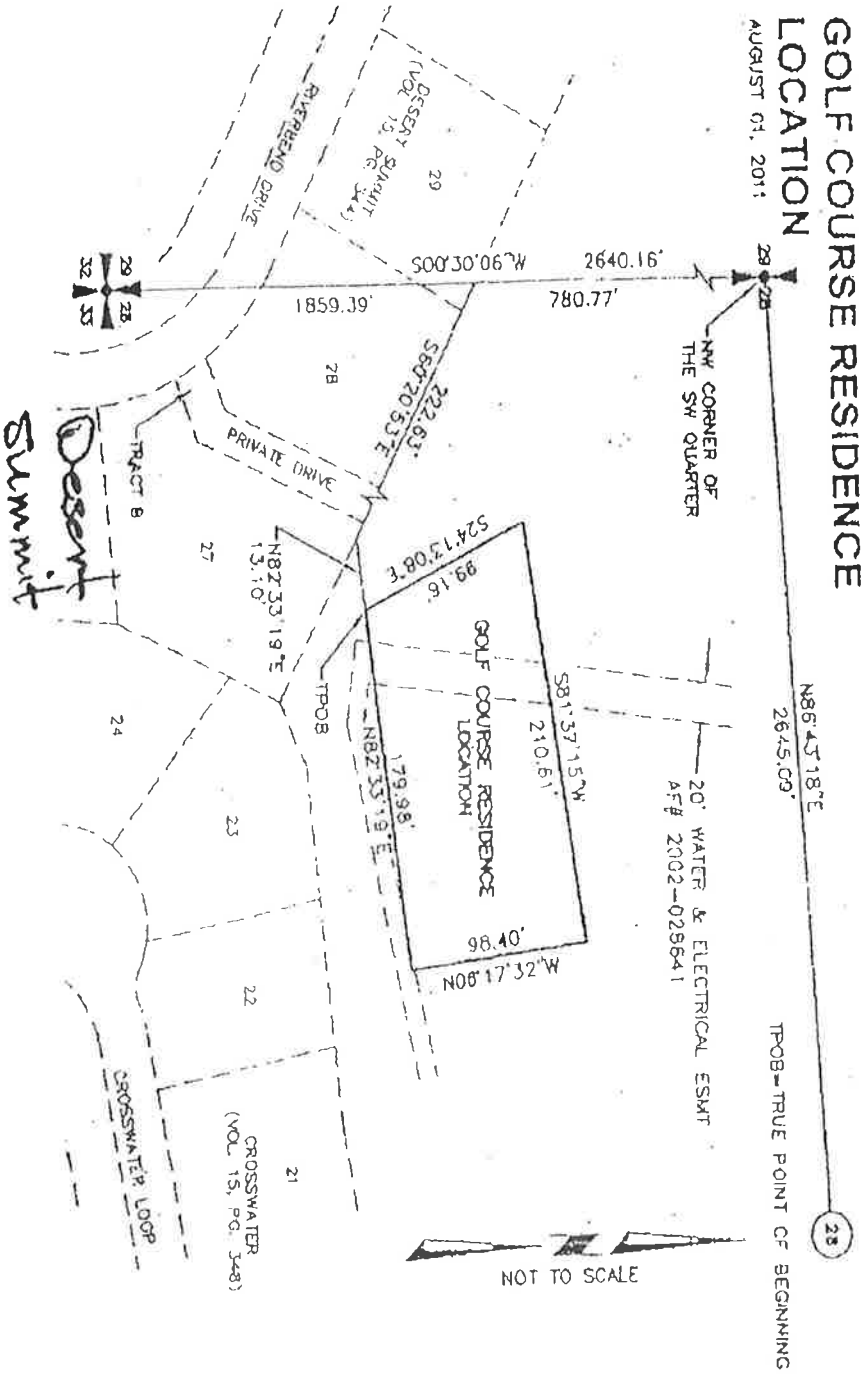
Thence South 81°37'15" West, 210.61 feet;

Thence South 24°13'08" East, 99.16 feet to TRUE POINT OF BEGINNING.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit B


GOLF COURSE RESIDENCE
LOCATION
AUGUST 01, 2011
NW CORNER OF THE SW QUARTER
N86°43'18"E
2645.09'
TPOB= TRUE POINT OF BEGINNING
S00°30'06"W
2640.16'
1859.39'
780.77'
RIVERSEND DRIVE
CROSSWATER (VOL. 15, PG. 348)
PRIVATE DRIVE
TRACT B
S68°20'53"E
222.63'
S24°13'08"E
99.16'
N82°33'19"E
131.10'
GOLF COURSE RESIDENCE LOCATION
S81°37'15"W
210.61'
N82°33'19"E
179.98'
98.40'
N08°17'32"W
20' WATER & ELECTRICAL ESMT
AF# 2002-025641
CROSSWATER LOOP
NOT TO SCALE
Desert Summit