

Return Name and Address:
City of Richland
City Clerk
625 Swift Blvd. MS-7
Richland, WA 99352

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Amended & Restated Declaration of Covenants, Conditions & Restrictions and Easements for Columbia Point, Richland Washington

Grantor(s)(Last name first, first name, middle initials):

1. City of Richland
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Public
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

AF # 2001-037390

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

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

AMENDED & RESTATED DECLARATION
OF
**COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR COLUMBIA POINT
RICHLAND, WASHINGTON

January 2021

The COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS contained in this document pertain to the following Benton County Washington Assessors numbers and corresponding legal descriptions

113983012611001

Section 13 Township 9 Range 28 SHORT PLAT #2611 LOT 1 AF#02-000214

113983012611003

Section 13 Township 9 Range 28 SHORT PLAT #2611 LOT 3 AF#02-000214

113983012726001

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT #2726, LOT 1, 07/03/03; AF#03-031368. RECORDED IN VOLUME 1, OF PLATS ON PAGE 2726.

113983013202001

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT #3202, LOT 1, RECORDED 6/17/2009, UNDER AUDITOR'S FILE NO. 2009-017849. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3202, RECORDS OF BENTON COUNTY, WASHINGTON.

113983013202002

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT #3202, LOT 2, RECORDED 6/17/2009, UNDER AUDITOR'S FILE NO. 2009-017849. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3202, RECORDS OF BENTON COUNTY, WASHINGTON.

113983012473003

Section 13 Township 9 Range 28 SHORT PLAT #2473 LOT 3 AF#00-002882 Together with that portion of Lot 2 of Short Plat No. 2473 as recorded in Volume 1 of Short Plats, page 2473, records of Benton County, Washington

113983BP2796002

Section 13 Township 9 Range 28 Binding Site Plan #2796 LOT 2 AF#00-023552

113983BP2796001

Section 13 Township 9 Range 28 Binding Site Plan #2796 LOT 1 AF#00-023552

113983012473001

Section 13 Township 9 Range 28. SHORT PLAT #2473 LOT 1 AF#00-002882. Less that portion of said Lot 1 lying Easterly of the following described

113983BP2892008

Section 13 Township 9 Range 28 Binding Site Plan #2892 LOT 8 AF#01-015336

113983012634001

Section 13 Township 9 Range 28 SHORT PLAT #2634 LOT 1 AF#02-014008

113983012634002

Section 13 Township 9 Range 28 SHORT PLAT #2634 LOT 2 AF#02-014008

113983BP2892006

Section 13 Township 9 Range 28 Binding Site Plan #2892 LOT 6 AF#01-015336

113983BP2892005

Section 13 Township 9 Range 28 Binding Site Plan #2892 LOT 5 AF#01-015336

113983BP2892009

Section 13 Township 9 Range 28 Quarter SW: Binding Site Plan #2892, REVISED LOT 2 DESCRIBED AS FOLLOWS: That portion of Tract A, Plat of Columbia Point, according to the plat thereof recorded in Volume 15 of Plats, page 53, records of Benton County, Washington

113983BP2892010

Section 13 Township 9 Range 28 Quarter SW: Binding Site Plan #2892, REVISED LOT 3 DESCRIBED AS FOLLOWS: THAT PORTION OF TRACT A, PLAT OF COLUMBIA POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 53, RECORDS OF BENTON COUNTY, WASHINGTON,

113983BP2892004

Section 13 Township 9 Range 28 Binding Site Plan #2892 LOT 4 AF#01-015336

113983012704001

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT, LOT 1, (03-31-2003) AF#03-014815. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2704.

113983012704002

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT, LOT 2, (03-31-2003) AF#03-014815. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2704.

113983012726002

Section 13 Township 9 Range 28 Quarter SW; SHORT PLAT #2726, LOT 2, 07/03/03, AF#03-031368. RECORDED IN VOLUME 1, OF PLATS ON PAGE 2726.

113983020018003

Section 13, Township 9, Range 28, Quarter SW, A PORTION OF TRACT R OF THE PLAT OF COLUMBIA POINT RECORDED IN VOLUME 15 OF PLATS PAGE 51 RECORDS OF BENTON COUNTY, WASHINGTON THAT

114981013234003

Section 14 Township 9 Range 28 Quarter NORTHEAST; SHORT PLAT #3234, LOT 3, RECORDED 2/4/2010, UNDER AUDITOR'S FILE NO. 2010-003244. RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3234, RECORDS OF BENTON COUNTY, WASHINGTON.

114981013234002

Section 14 Township 9 Range 28 Quarter NORTHEAST; SHORT PLAT #3234, LOT 2, RECORDED 2/4/2010, UNDER AUDITOR'S FILE NO. 2010-003244. RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3234, RECORDS OF BENTON COUNTY, WASHINGTON.

114981013234001

Section 14 Township 9 Range 28 Quarter NORTHEAST; SHORT PLAT #3234, LOT 1, RECORDED 2/4/2010, UNDER AUDITOR'S FILE NO. 2010-003244. RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3234, RECORDS OF BENTON COUNTY, WASHINGTON.

114981013234004

Section 14 Township 9 Range 28 Quarter NORTHEAST; SHORT PLAT #3234, LOT 4, RECORDED 2/4/2010, UNDER AUDITOR'S FILE NO. 2010-003244. RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3234, RECORDS OF BENTON COUNTY, WASHINGTON.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COLUMBIA POINT

THIS AMENDMENT made the 19 day of Jan, 2021 to the DECLARATION amended on the 21st day of June, 2004, originally made the 4th day of December, 1996, by the CITY OF RICHLAND, a Washington Municipal corporation (the "Declarant") as owner and/or option holder of certain land situation in the State of Washington, County of Benton, City of Richland, which is legally described as the Plat of Columbia Point, according to plat thereof recorded in Volume 15 of plats, page 51, records of Benton County, Washington.

DESCRIPTION OF DECLARATION

Declarant desires to create a planned community with residential, retail, commercial and public uses, services, and facilities, commonly known as "Columbia Point." Declarant also desires to create and maintain common areas and other facilities for the benefit of the community and to provide for the enhancement of the natural values and amenities.

This Declaration contemplates a master plan for phased development over a number of years. This Declaration establishes a plan for the private ownership of tracts and buildings constructed thereon, for the dedication of certain areas to the City of Richland, and for the beneficial ownership through a nonprofit corporation, the COLUMBIA POINT MASTER ASSOCIATION ("Association"), of all the remaining land and related easements defined as the "Common Areas." The Association shall be delegated and assigned the duties and powers of constructing, maintaining, and administering the Common Areas and facilities and administering and enforcing the covenants, conditions and restrictions, and the levying, collecting and disbursing the assessments and charges hereinafter created. This Declaration further establishes restrictions on certain uses and activities and establishes the right of the Association to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

ARTICLE 1 DEFINITIONS

Section 1.1 "Apartment Tracts" shall mean and refer to Tracts D, E, and N on the Plat of Columbia Point attached hereto as Exhibit B, designated for multi-family use, and any additional or revised tract designated for use on any amended or revised land use plan, approved as an amendment to Exhibit B.

Section 1.2 "Association" shall mean and refer to Columbia Point Master Association, a Washington nonprofit corporation, its successors and assigns.

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" shall mean and refer to the City of Richland, Washington.

Section 1.6 "Commercial Tracts" shall mean and refer to 'Tracts A, B, C, D, E, N, I and J on the Plat of Columbia Point attached hereto as Exhibit B, including the Tracts designated for "retail," "commercial," "hotel" and "town center," and any Tract so designated on any amended or revised land use plan which is approved as an amendment to Exhibit B.

Section 1.7 "Common Areas" shall mean and refer to all real property and facilities that are owned by the Association, which shall consist of the project entry monument(s) and any sign(s) and landscape areas designated by the Declarant or the Board or any other areas or facilities which may be designated as common areas in any amendment to Exhibit D or to this Declaration. The public rights-of-way and other public areas within the Property, including the Public Tracts, are not Common Areas and shall be retained and maintained by the City of Richland and are dedicated to public ownership and use, and the Association shall have no title in nor responsibility for maintaining such areas (except the Association may elect to undertake landscape maintenance in the public right-of-way as provided in Section 3.8).

Section 1.8 "Concept Plan" shall mean the Conceptual Master Plan (of Columbia Point) dated February 1996, attached hereto as Exhibit C.

Section 1.9 "Declarant" shall mean and refer to The City of Richland, a Washington municipal corporation and its successors and assigns. No successor or assign of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession, 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 1.10 "Declaration" shall mean and refer to this instrument as the same may be supplemented or amended from time to time.

Section 1.11 "Design Review Committee" shall mean the committee established under Section 3.7 to implement the design guidelines.

Section 1.12 "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending at the earlier of: (i) 30 years from the date hereof (ii) upon completion as evidenced by a certificate of occupancy or other final inspection of construction of buildings on 95% of the total of the Apartment Tracts, Residential Tracts, and Commercial Tracts; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period.

Section 1.13 "Governing Documents" shall mean and refer to this Declaration, Supplementary Declarations, and the Articles of Incorporation and By-Laws of the Association, as any of the foregoing may be amended from time to time.

Section 1.14 "Living Unit" shall mean and refer to a building or structure or any portion thereof situated on the Residential and/or Apartment Tracts within the Property that is designed and intended for use and occupancy as a residence, either attached to or detached from other dwelling units and landscaping, fences, garages, driveways, and parking areas that are appurtenant to the Living Unit.

Section 1.15 "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one (1) or more of the Tracts, Subparcels or Living Units. "First Mortgage"

shall mean and refer to a Mortgage with priority over all other Mortgages encumbering a Tract, Subparcel or Living Unit. "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 Mortgagee" 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 1.16 "Owner" shall mean and refer to the record owner of the fee interest to each Tract, and shall specifically exclude 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 for Tracts shall be deemed Owners rather than their respective sellers or assignors. If more than one person or entity is the record owner of all or any portion of a Tract, then for purposes of this Declaration all of such persons or entities shall together be considered the "Owner" of such Tract, so that each Tract has only one "Owner." For example, if a Tract is subdivided into Subparcels, and/or if a building on a Tract or Subparcel is condominiumized into multiple Living Units, the Subowners of such Subparcels and/or condominiums, or the owner's associations established by such Subowners, shall together be considered the "Owner" of such Tract.

Section 1.17 "Tract" shall mean and refer to each of Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R which are contained in the Property and are shown on the Plat of Columbia Point attached as Exhibit B and any additional or revised Tracts designated for use on any amended or revised land use plan that is approved as an amendment to Exhibit B. "Tract" shall not mean or include any individual lots or other legal segmented and alienable portions of the Property created after the date of this Declaration, through subdivision, short subdivision, condominiumization, or any other legal process for dividing land other than as described in the preceding sentence (such lots or other legally segmented and alienable portions of the Property shall, however, continue to be portions of the Tract upon which they are located), public streets or other public areas or Common Areas.

Section 1.18 "Phase" shall mean and refer to any portion of the Property that is segregated by Declarant's recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Tracts, Subparcels, Living Units or Common Areas.

Section 1.19 "Property" shall mean and refer to the real property legally described in Exhibit A, incorporated herein by this reference.

Section 1.20 "Public Tracts" shall mean and refer to the "Golf Course (Tract Q and P), and the area designated as "Park" (Tract R), which are all designated for public ownership, use and maintenance on Exhibits B or C, and any Tract so designated on any amended or revised land use plan which is approved as an amendment to Exhibits B or C.

Section 1.21 "Residential Tracts" shall mean and refer to Tracts D, E, F, G, H, K, L, M and N on the Plat of Columbia Point attached hereto as Exhibit B, which are designated for attached or detached single-family buildings and Living Units created for sale in a plat or planned unit development or in a declaration filed pursuant to the Washington Condominium

Act, RCW Ch. 4.34, or any successor statute, or on any tract so designated on any amended or revised land use plan which is approved as an amendment to Exhibit B.

Section 1.22 “Subowner” shall mean and refer to the record owner of the fee or condominium interest in each Subparcel or Living Unit and shall specifically exclude all Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation.

Section 1.23 “Subparcel” shall mean and refer to any lots or other legally segmented and alienable portions of a Tract created after the date of this Declaration through subdivision, short subdivision, condominiumization or any other legal process for dividing land that is not a Tract, public street, public area or Common Area.

Section 1.24 “Supplementary Declaration” shall mean and refer to any recorded declaration of covenants, conditions and restrictions which extends the provisions of this Declaration to real property other than the Property, or which contains additional provisions or restrictions on use for any Phase, such as a condominium declaration, and matters beyond the scope of this Declaration.

ARTICLE 2 SUBMISSION OF PROPERTY TO DECLARATION; DEVELOPMENT IN PHASES

Section 2.1 Submission of Property to Declaration. Declarant hereby declares that the Property, and all buildings and structures hereafter constructed thereon, and will be, held, used, sold, encumbered, leased, improved and conveyed subject to and burdened by the covenants, conditions, restrictions, easements, assessments and liens set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Columbia Point community and for the benefit of the Owners and Subowners thereof, and 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 the Property or any part thereof and their heirs, successors, grantees and assigns and the Association is intended to and shall in all respects be covenants running with the land. Notwithstanding the foregoing, this Declaration is binding upon and befits the Public Tracts only as follows: (a) the Public Tracts are subject only to those portions of this Declaration that (i) require design review under Section 3.7 and (ii) provide the Association the authority, but not the obligation, to undertake maintenance upon the City’s failure to do so under Section 4.5 (b) the Public Tracts shall not be members of the Association or have any rights hereunder. Notwithstanding the foregoing, if the Cultural Center, Golf Course or Yacht Club becomes privately owned, it shall be subject to all the provisions of this Declaration, as any other Tract, and shall become a member of the Association and have the same rights hereunder, as any other Tract.

Section 2.2 Development in Phases. Declarant proposes to develop the Property in Phases. Declarant may adopt Supplementary Declarations for each Phase. Each such Supplementary Declaration shall be subject to and consistent with this Declaration.

Section 2.3 Additional Restrictions. Declarant may from time to time during the Development Period impose restrictions on all or any part of the Property owned by Declarant in addition to the restrictions contained in this Declaration. Such restrictions shall be set forth in documents recorded in the real property records of Benton County, shall run with the land and

shall be for the benefit or and enforceable by Declarant, all Owners and Subowners and their heirs, successors, grantees and assigns and the Association.

Section 2.4 Additional Declarations and Associations. This Declaration sets out a master association and covenants, conditions and restrictions for the entire Property. Declarant anticipates that one or more individual Tracts, particularly the Residential Tracts, will create separate and independent owners or condominium associations and declarations of conditions, covenants and restrictions relating to such Tracts. The Owner of each such Tract shall be as described in Section 1.16 and shall be a member of the Association as described in Article 3. Each of such further associations, all of the members of each of such further associations and each of such Tracts shall continue to be subject to this Declaration in addition to any additional declaration for such Tract. Each additional declaration for a Tract or portion thereof shall be consistent with the provisions of this Declaration.

ARTICLE 3 COLUMBIA POINT MASTER ASSOCIATION

Section 3.1 Description of Association. The Association is a nonprofit 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, no Governing Document other than this Declaration shall for any reason be amended or otherwise changed or interpreted to be inconsistent with this Declaration.

Section 3.2 Association Membership. The Association consists of one (1) membership each for each Tract shown on Exhibit B, as it may be amended from time to time, except that the Public Tracts shall not have memberships as long as they are publicly owned. The Owner of each Tract shall by reason thereof be a member of the Association. If a Tract is owned by more than one person, entity and/or Subowner, then for purposes of membership such persons, entities and/or Subowners shall be treated jointly as the Owner and jointly shall be entitled to one membership in the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Tract to which it relates. Membership shall not be separated from ownership of the Tract to which it relates.

Section 3.3 Association Board. During the Development Period, the Board of the Association, which shall be the initial Board, shall consist of five (5) persons who need not be members of the Association. Declarant shall have the right to appoint such initial Board. 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 initial Board shall be appointed within thirty (30) days after the date of this Declaration. The initial Board shall hold its first meeting within thirty (30) days following selection of the initial Board. After the Development Period, the Board of the Association shall consist of seven (7) members who shall be members of the Association, with the following designated seats: one (1) Board member at-large representing the Public Tracts, two (2) Board members representing the Apartment Tracts, two (2) Board members representing the Residential Tracts, and two (2) Board members representing the Commercial Tracts, one of which shall be the representative of the largest commercial Tract within the development that is willing to participate on the Board.

Such Board shall be elected at the first annual meeting of the Owners, which shall take place within thirty (30) days after the expiration of the Development Period. Such Board shall hold its first meeting within thirty (30) days after such election. The Board shall elect officers of the Association, which shall include a president who shall be a member of the Board and shall preside over meetings of the Board and meetings of the Association.

Section 3.4 Voting. Each member of the Association shall be entitled to one vote (i.e.) there shall be one vote per Owner, and since there is one Owner per Tract pursuant to Section 1.16, there shall be only one vote for each Tract the Owner of which is a member of the Association. In voting for the Board after the Development Period, each member's vote shall be restricted to the designated seat (e.g., the Owners of the Residential Tracts shall only vote for the two (2) Board members representing the Residential Tracts and shall not vote for any other Board seat). A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Tract to which it relates. A vote shall not be separated from ownership of the Tract to which it relates. When multiple persons, entities and/or Subowners constitute the Owner of a Tract, the vote therefore shall be determined by giving each person, entity and/or Subowner a proportionate vote as determined by a percent of property owned within the applicable tract, except in the case of a tract represented by a formal homeowner's association. Tracts represented by homeowner's associations are entitled to one single vote to be cast by a representative of the association. The vote attaining greater than 50% of the proportionate votes cast shall prevail.

Section 3.5 Owner's Compliance with Government Documents. By acceptance of a deed to all or any portion of a Tract, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the person or entity acquiring such interest covenants and agrees thereby, for itself and its 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 3.6 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, so long as such rules and regulations are not inconsistent with this Declaration and the conditions of master plan, zoning, subdivision or other approvals for Columbia Point by the City of Richland. The Association may prescribe penalties for the violation of such rules and regulations, including but not limited to fines or special assessments or suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (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 or Subowner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.7 Design Review. Notwithstanding any other provision of the Governing Documents, the Declarant, as an alternative to establishing a separate Design Review Committee may designate the Board to act as, and exercise all rights and powers of the Design Review Committee, and in such event all references in the Governing Documents to the "Design Review Committee" shall refer to the Board when the Board is acting as the Design Review Committee.

As needed for large projects or any other purpose, declarant may establish a separate Design Review Board (the "Design Review Committee") composed of the representative of Tract A, a representative appointed by the Richland City Council and three (3) representatives appointed by the Board, to adopt design review guidelines and criteria as designated in the "Columbia Point Design Guidelines" of 2021 or as amended, and to review and approve or disapprove in conformance with the adopted design review guidelines and criteria the details and written plans and specifications showing the nature, kind, shape, height, materials, colors and location of all proposed buildings, fences, walls, landscaping, trails and paths or other structures initially constructed on any Tract. The Public Tracts are subject to design review under this Section 3.7. After a certificate of occupancy (or other governmental approval to occupy) has been issued by the appropriate governmental authority for any building or other structure on any Tract or Subparcel, all additions to or changes or alterations in such building or structure shall be subject to applicable governmental regulations and approvals and shall obtain approval by the Design Review Committee in compliance with the design review criteria for Columbia Point.

Section 3.8 Association's Landscape Maintenance in Public Rights-of-Way. The Association shall maintain any landscaping in the public rights-of-way within the Property.

ARTICLE 4 ASSOCIATION BUDGET, ASSESSMENTS AND LIENS

Section 4.1 Owner's Covenant to Pay Assessments. By acceptance of a deed to a tract, 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 itself and its heirs, successors, and assigns to pay the Association, in advance, all (a) general assessments, and (b) special assessments levied as provided herein. If the Association shall cease to exist, the City of Richland may, but shall not be required to, collect so much of the general assessments and special assessments provided for herein as relate to maintenance of the Common Areas. If the City of Richland elects to collect assessments as provided herein, it shall have all of the rights of the Association as specified in this Article 4 and shall have the obligation to maintain the Common Areas as provided in Section 7.4. The City of Richland may fulfill such maintenance obligation by contracting for such maintenance.

Section 4.2 Association Budget.

4.2.1 Common Areas and Operations. The Board shall prepare and adopt 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 cost 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 Association, including when appropriate a general operating reserve and a reserve for replacement. The funds required to meet the Association's annual expenses shall be raised from general assessment against each Owner and Tract 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 determine and levy in advance on every Owner a general assessment, which shall be allocated among the Owners of the various Tracts as provided in this Section 4.3:

4.3.1 General Common Areas Assessment. The total general assessment for the general Common Areas and operations budgeted under Subsection 4.2.1 shall be allocated based upon the square acreage of the parcels within the boundary of Columbia Point. Each parcel shall be assessed as a percentage of the total square acreage of all assessed parcels within Columbia Point.

Tracts P and Q (Golf Course), and Tract R (Park Site) shall not be assessed so long as they remain in public ownership.

4.3.2 Fixing Assessment. The Board shall make reasonable efforts to determine the amount of the general assessment payable by each Owner under subsections 4.3.1 and/or 4.3.2, respectively, for an assessment period at least thirty (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 the 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 a condition precedent to the validity thereof. The failure of 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. Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board if necessary shall revise the general assessment levied against the Owners and the Tracts 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. Installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis as determined by the Board. Any Owner may prepay one (1) or more installments on any assessment levied by the Association without premium or penalty.

Section 4.5 Nondiscriminatory Assessment; Supplemental Board Maintenance. Except as provided in Sections 4.3 and 6.14 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 to reimburse the Association if it elects to expend funds to maintain an Owner's Tract after satisfying the following conditions: a majority vote of the Board shall have determined the Owner (a) has failed to comply with provisions of this Declaration or the Design Guidelines and/or the physical condition of Tract or any Buildings thereon have significantly deteriorated compared to the improvements and maintenance on other Tracts and Buildings in the Property; and (b) the

Board has provided a minimum of thirty (30) days' notice to the Owner without a satisfactory remedy or cure having occurred.

Section 4.6 Commencement of Assessments. Liability of an Owner for assessments shall commence upon acquisition of the Tract. The Board in its rules and regulations may provide for an administratively convenient date for commencement of assessments that is not more than ninety (90) days after the effective date established above.

Section 4.7 Special Assessments

4.7.1 Common Areas and Operations. In addition to the general assessments authorized by this Article, the Board may levy a special assessment or assessments at any time against Tracts then subject to assessments, 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 purposes as the Board may consider appropriate; provided, however, that any such special assessment must have the prior affirmative vote of Owners representing two-thirds (2/3) of the total votes of the Association. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, as apportioned in accordance with the provisions of Section 4.3. The due dates of any special assessment payments shall be fixed by the Board when authorizing such special assessment.

Section 4.8 Effect of Nonpayment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and, payable, the unpaid amounts shall constitute a lien against the Tract assessed (including all Subparcels, Living Units and Common Areas located on such Tract) and shall bear interest from such due date at a rate not to exceed the highest rate then permitted by law. By acceptance of a deed to a Tract, Subparcel 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 and Subowner 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 or Subowner personally for the collection 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 through its Board shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Tract, Subparcel or Living Unit foreclosed against.

Section 4.9 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 Tract (including all Subparcels, Living Units and Common Areas located on such Tract) to secure to the Association the payment to it of all assessments including both general and special assessments for common areas, interest, costs, and attorney's fees: and Declarant hereby subjects all Tracts 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 pro rata as the assessment payments are made, and shall also be the personal obligation of the person(s) and/or Subowner(s) who constitute the Owner of the Tract 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 Tract, Subparcel or Living Unit which is charged with the payment of an assessment, the person(s) and/or entity(ies) and/or Subowner who constitute 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 or Subowner 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 or Subowner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Tract.

Section 4.10 Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due (including both general and special assessments for the common areas, or shall otherwise be in default of the performance of any terms of the Government Documents of the Association for a period of thirty (30) days, such Owner's voting rights in the Association shall, without the necessity of any further action by the Board or 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 shall have any right to withdraw as a member of the Association nor be relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Tract.

Section 4.11 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 thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. The fund for common areas 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 Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund established by the Board for Common Areas shall be expended only for the purpose of replacing the Common Areas and any improvements, and/or for operating contingencies of a nonrecurring 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 reserve shall be considered an appurtenance of such Owner's Tract and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Tract to which it appertains and shall be deemed to be transferred with such Tract. Notwithstanding anything to the contrary contained in this Section 4.11, no open space areas required by master plan, zoning or plat approvals for Columbia Point shall be replaced except by amendment of the relevant governmental approval.

Section 4.12 Common Areas Exempt. The Common Areas shall be exempt from assessments hereunder.

Section 4.13 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Tract 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.

ARTICLE 5 SUBORDINATION OF LIENS

Section 5.1 Mortgagee's Benefit. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for purposes of construction or development or to secure the payment of the purchase price of a Tract, Subparcel or Living Unit.

Section 5.2 Mortgagee's Nonliability. A Mortgagee 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, accepting 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 any proceeding to foreclose a Mortgage, including any period of redemption, the Mortgagee or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Tract or the Subowner of the encumbered Subparcel or Living Unit hereunder, including, in the case of the Mortgagee of a Tract, 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 Tract or the record Subowner of the Subparcel or Living Unit encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including, in the case of the Mortgagee of a Tract, the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5 Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Tract, Subparcel or Living Unit through foreclosure, suite, trustee sale, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Tract, Subparcel or Living Unit free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment or charge installment hereunder due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Tract foreclosed against as a common expense, in which case it shall prorate such unpaid assessments among the remaining Tracts, and each such remaining tract shall be liable for its prorated share of such expense in the same manner as for any other assessment.

Section 5.6 Survival of Assessment Obligation. After the foreclosure of a Mortgage encumbering a Tract, 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 5.7 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 Tract, Subparcel 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 Tract, Subparcel 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 Tract, Subparcel or Living Unit for purposes of realizing upon a security interest, liens shall arise against the Tract, Subparcel or 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 Use. The Property shall be used solely for the uses authorized in this Declaration and as provided in any master plan, final plat, short plat, site plan approval or other recorded plan or document affecting all or a portion of the Property, or as provided under the zoning or other governmental regulations affecting the Property. 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, and other uses and facilities normally incidental to a planned community. During the Development Period, no Tract shall be further subdivided without Declarant's prior written approval. Thereafter, no Tract shall be further subdivided without prior approval conferred by Association Action. Notwithstanding the foregoing, no Declarant consent is required for subjecting Subparcels or Living Units of the Residential Tracts to a Residential Declaration.

Section 6.2 Approval of Building Plans; Building Setback Lines.

6.2.1 Building Plans. No building, fence, wall, or other structure or improvement shall be commenced, erected, or maintained upon the Property, nor shall any exterior, addition to or change or alteration therein or landscaping be made, until after the details and written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Design Review Committee in Section 3.7, to ensure the harmony of external design and location in relation to surrounding structures, vegetation, and topography.

6.2.2 Building Setbacks. All improvements to be constructed on a Tract or Subparcel shall be built in conformance with applicable building setback requirements as set forth in the building or zoning codes, on a recorded plat, short plat, binding site plat, or in the design review criteria adopted by the Design Review Committee. In the event of a conflict, the most restrictive requirement controls.

Section 6.3 Leasing Restrictions. No Tract, Subparcel or Living Unit may be leased or rented by any party for a period of fewer than thirty (30) days. 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. Other than the foregoing, there is no restriction on the right of any Owner or Subowner to lease its Tract, Subparcel or Living Unit.

Section 6.4 Limitations on Keeping of Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that dogs, cats, or other conventional household pets may be kept within the Living Units of the Property if they are not kept, bred, or maintained for any commercial purposes. No Living Unit shall have more than one

(1) permitted animal. Leashed animals are permitted within paths and rights-of-way, but a person accompanying the animal shall remove animal wastes from paths and rights-of-way. Dogs shall not be allowed to run at large. All animal pens and enclosures must be approved by the Design Review Committee prior to construction and shall be kept clean and odor free at all times. No animal may be kept if it is a source of annoyance or a nuisance as determined by applicable governmental agencies. When not confined to a Living Unit, animals within the Property must be accompanied by a responsible person and shall be registered, licensed, and inoculated from time to time as required by law.

Section 6.5 Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Tract other than a Commercial Tract.

Section 6.6 Prohibited Vehicles and Equipment. The Board may prohibit the storage within the Property of all or any of the following: mobile homes, house trailers, utility trailers, recreational vehicles (RVs), off-road vehicles, campers, camp trucks, motor homes, boats, boat trailers, junk vehicles, or any other similar machinery or equipment of any kind or character. Recreational vehicles and campers are permitted on a Tract or Subparcel for a maximum of 12 hours per visit for purposes of loading and unloading. The Board in its discretion may allow for storage of boats, trailers and motor homes on a Tract or Subparcel in an enclosed storage facility or structure that has been approved by the Design Review Committee so long as such approval complies with all relevant City of Richland codes. The Board in its discretion may provide and maintain one (1) or more suitable areas designated for the parking and storage of such vehicles or the like at one or more specified locations in the Property. If such an area is so provided, any of such vehicles not prohibited by the Association shall be stored exclusively in such parking and storage areas. However, such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Tract or Subparcel, if such equipment and machinery when not in use is screened from view from adjacent streets, Tracts, Subparcels or Living Units, in a manner approved by the Design Review Committee. The Association may keep such equipment and machinery as it may require in connection with the maintenance and operation of 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. Any automobile deemed to be in an inoperable condition and located on any street in excess of seven (7) days may be removed by action of the Board after three (3) days' notice to remove the automobile or vehicle.

Section 6.7 Refuse and Recycling. No garbage, refuse, rubbish or recyclable materials shall be deposited or left on the Property unless placed in a suitable covered container; provided, however, that construction debris may be left on a Tract or Subparcel during the period of initial construction of improvements thereon so long as and to the extent that it does not create or present a health hazard or safety risk. Except on collection days, trash, garbage and recycling containers shall not be permitted to remain in public view except in enclosures approved by the Design Review Committee. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted on the Property.

Section 6.8 Underground Utilities. Except for easements existing as of the date of this Declaration, and 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 on the Property shall be installed or maintained above the surface of the ground.

Section 6.9 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.

Section 6.10 Signs. Except for entrance, street, directional, traffic control, and safety signs and such promotional or marketing signs (including for sale signs) as may be maintained by Declarant, 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, including without limitation no for sale signs for a Tract, Subparcel or Living Unit, unless such signs are permitted under the Columbia Point Master Plan and Design Guidelines and expressly approved by the Design Review Committee.

Section 6.11 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon any portion of 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 or stream channels or corridors.

Section 6.12 Antennae. Except as permitted in the design guidelines, no external television or radio (including shortwave or citizens' band) antennae, free-standing antenna towers, or satellite reception dishes of any kind shall be permitted on any portion of the Property without Board approval.

Section 6.13 Public Water, Sewer Systems. Each Owner shall be required promptly to connect any Building constructed on such Owner's Tract to the public water, storm water and sanitary sewer facilities, at Owner's cost and expense, and at all times to maintain such facilities in good working order and repair.

Section 6.14 Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Tracts and Subparcels and buildings and Living Units thereon shall be the sole responsibility of the individual Owners or Subowners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Except during the initial construction of improvements upon a Tract or Subparcel, such Tracts and Subparcels and buildings and Living Units thereon and any and all appurtenances thereto, shall be maintained in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. No storage materials shall be placed or maintained on any balconies or decks of Living Units which are visible from streets, roads or other Tracts, Subparcels or Living Units. Without limiting the foregoing, the Owner or a Tract or the Subowner of a Subparcel shall be obligated to maintain the landscaping on such Tract or Subparcel in a healthy and attractive state and in accordance with Design Guidelines. The Board may especially assess an Owner of a Tract for failure of such Owner or the Subowner of any Subparcel thereon to properly maintain landscaping by utilizing the notice and procedures of Section 4.5.

Section 6.15 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 governmental officials. No hunting shall be permitted within the Property.

Section 6.16 Sales and Construction Facilities. Notwithstanding any other provisions of this Declaration to the contrary, it is expressly permissible during the Development Period for Declarant and any other Owner, or agents or contractors thereof, to maintain on any portion of the Property owned by Declarant such other. Owner of such facilities (including temporary mobile office structures) as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Tracts, Subparcels or Living Units, including without limitation business or field offices, storage areas, construction yards, signs, model Living Units, or sales offices. Prior to any construction work on a Tract, the Owner shall prepare and obtain Declarant's approval of a construction plan, which shall include the location of stockpiling areas, construction practices, construction routes, hours of operation or any other aspects of construction during the Development Period.

Section 6.17 Commencement and Completion of Construction.

6.17.1 Required Commencement Date. Each Owner or Subowner other than Declarant shall commence construction within eighteen (18) months following its closing of the purchase of a Tract or Subparcel, which period shall not be extended due to force majeure (except for government moratoria or acts of God preventing the obtaining of permits or commencement of construction for the Tract), but said period may be extended up to twelve (12) months, for a total of thirty (30) months, where the Owner or Subowner deposits cash in an interest-bearing account in an escrow approved by Declarant in an amount equal to 15% of the Tract Price paid at closing. Escrow instructions shall provide for disbursement of the full amount to Declarant, including all interest thereon, if construction has not commenced prior to the end of the thirtieth (30th) month or to the Owner or Subowner if construction is commenced by the end of said thirtieth (30th) month. For purposes of this Section 6.17, "commence construction" means actual physical grading or other work on a substantial portion of the Tract pursuant to issued permits.

6.17.2 Required Completion Date. After commencing construction, the Owner or Subowner shall complete construction in accordance with its authorized building permit(s) within eighteen (18) months following commencement of construction, which eighteen (18) months shall be subject to extension either for force majeure, or if such an extension is approved by the Board. "Complete construction" shall be deemed to occur upon issuance of a certificate of occupancy or other final City inspection of all buildings and improvements to be completed by the Owner or by Subowner pursuant to its authorized building permit(s).

6.17.3 Completion of Subsequent Phases. If the Owner or Subowner is constructing buildings in more than one phase on a Tract or Subparcel, then the Owner or Subowner shall resume construction pursuant to an authorized building permit within eighteen (18) months after completion of construction under the authorized building permits for the prior phase, which eighteen (18) months shall be subject to extension either for force majeure, or if such an extension is approved by the Board.

6.17.4 Force Majeure. "Force majeure" shall mean the events or circumstances beyond the Owner's or Subowner's control consisting of strikes, embargoes, shortages of labor or materials, government moratorium, weather, acts of God, war or other strife.

6.17.5 City Completion and Repurchase Right. The City has certain rights under that Columbia Point Management and Option Agreement dated May 4, 1992, between the City and Prowswood or as under individual Purchase and Sale Agreements to elect to either

complete construction of partially constructed buildings and/or repurchase a Tract upon abandonment. The City rights to complete construction and/or repurchase under said Option Agreement are incorporated herein by this reference as if fully set forth herein.

Section 6.18 Motorcycles and ATVs. Motorcycles, motorbikes, motorized trail bikes, all terrain vehicles or other similar vehicles are prohibited on any portion of the Property whether licensed or unlicensed, except on public roads and streets established for vehicular purposes.

Section 6.19 Solid Fuel Burning. No solid fuel burning device other than a fireplace, as defined below, shall be installed or used in any Living Unit or other building on the Property. This prohibition shall not apply to any solid fuel burning device officially recognized in any regulation, rule or official publication of the United States Environmental Protection Agency, the Washington State Department of Ecology or their successors as developed and refined to the point where its emissions closely approximate the current level of emissions from gaseous and liquid heading systems.

This prohibition may be enforced by an aggrieved person and by any governmental agency by instituting a suit in the appropriate court. If the person instituting the suit is the prevailing party, such person shall be entitled to recover from the nonprevailing party its actual costs and actual attorneys' fees. If the person against whom the suit is commenced prevails, the court may in its discretion award such person its costs and attorneys' fees if the court finds lack of probable cause to complain on the part of the person instituting the suit. In so determining lack of probable cause, the court shall give substantial weight to whether a voluntary inspection was requested by the person instituting the suit and granted by the person against whom the suit was commenced. Damages shall be \$250 plus \$50 per day for each day of burning in violation of this covenant after suit has been filed.

As used herein, "fireplace" means a permanently installed masonry fireplace or a factory-built solid fuel burning device designed to be used with the air-to-fuel ratio greater than or equal to thirty (30) and without features to control the inlet air-to-fuel ratio other than doors or windows such as may be incorporated into the fireplace design for reasons of safety or building code requirements. However, this is not to be construed as limiting outdoor barbecue or campfire facilities. Prohibited solid fuel burning devices include, but are not limited to, any devices that burn wood, coal, pellets, chips or any other nongaseous or nonliquid fuel and include, but are not limited to, wood stoves, coal stoves, cook stoves, solid fuel space heaters, solid fuel furnaces, Russian fireplaces (Russian stoves), pellet stoves, or any other similar device other than a fireplace.

Section 6.20 Nuisance 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, the County of Benton, the City of Richland, or any other applicable governmental entity. Except as may otherwise be permitted by this Declaration with respect to activities relating to the construction of improvements on Tracts, 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 of Tracts or Subowners of Subparcels or Living Units or detract from the value of the Property. The Board shall determine by Association Action whether any given use of a Tract, Subparcel or Living Unit unreasonably interferes with the rights of the others to the use and enjoyment of their respective Tracts, Subparcels or Living Units or of the Common Areas, and such determination shall be final and conclusive.

Section 6.21 Golf Course Easement.

(a) Columbia Point Plat is burdened with a perpetual, non-exclusive easement permitting golf balls to enter and land on such tract or portion of the Plat from the golf course adjacent to the Plat. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from nor be enjoined from operating the golf course as a result of golf balls or this easement: The Declarant and its principals, successors or assigns; the Association and its members (in their capacity as such); and the City of Richland, its officers, employees, agents, lessees, contractors (including management companies) and their respective successors or assigns (collectively referred to herein as "City").

(b) All owners of Tracts are advised that no representations or warranties have been made or are made by the Declarant, City or any other Person with regard to the continuing existence, ownership or operation of the Columbia Point Golf Course or its successor (the Golf Course). No purported representation or warranty in that regard, whether written or oral, shall be effective without an amendment to this Declaration executed or joined into by the Declarant and approved by the City.

(c) Neither the Declarant, the Association nor City guarantees or represents that any view over or across the Golf Course from adjacent Tracts will be preserved without impairment. City has no obligation to prune or thin trees or other landscaping on the Golf Course, and may at any time add trees and other landscaping to the Golf Course. City may also, at any time, in its sole discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens of the Golf Course, regardless of whether such changes diminish or obstruct the view from any Tract.

(d) This Section may not be amended without the written approval of the Declarant and City.

ARTICLE 7 COMMON AREAS

Section 7.1 Title to Common Areas. Declarant from time to time during the Development Period shall convey to the Association the Common Areas designated on a final plat or other recorded map or plan to be managed by the Association in accordance with any conditions contained in the zoning and master plan development approvals for Columbia Point; provided, however, that if the Association ceases to exist for any reason, the Common Areas shall be owned in common and undivided interest by the Owners. If the Association ceases to exist, then Ownership of the Common Areas may be transferred from the Association, or the Owners, to the City of Richland or other public agency designated by the City of Richland at any future date at the sole election of the Richland City Council, which election shall be by resolution of the City Council. Transfer of ownership shall occur immediately upon passage of such resolution.

Unless designated as limited Common Areas for the benefit of certain Tracts, the Common Areas shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner and Subowner and 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 Tract and shall not be

assigned or conveyed in any way except upon the transfer of title to such Tract, 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.

Section 7.2 Owners' Common Rights. Owners and Subowners in each Phase shall have equal rights with the Owners and Subowners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited Common Areas on the face of a plat or other recorded instrument creating a Phase 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 and Subowners in each and all Phases.

Section 7.3 Ownership of Properties. The Association shall be authorized to maintain all Common Areas and all equipment, furnishings and improvements devoted to the following uses and shall be authorized to own all such Common Areas to the extent that they do not lie within rights-of-way dedicated to the City of Richland or other public agency:

(a) For roadway medians and parkways along public roads or streets, cul-de-sac islands and neighborhood or other area entrances throughout the Common Areas;

(b) For sidewalks, walking paths or trails or bicycle paths through the Common Areas not otherwise dedicated to the City of Richland;

(c) For security services including security stations and buildings used in maintenance functions;

(d) For providing any of the services which the Association is authorized to offer under Section 7.5; and

(e) For indoor and outdoor recreational and community facilities located within the Common Areas.

Section 7.4 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 and Subowners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas, shall be taken by the Association only; provided, however, that if the Association shall cease to exist, the City of Richland may, but shall not be required to, undertake such maintenance. The

Association's management of open spaces is subject to any master plan, zoning, or plat approval conditions.

Section 7.5 Association Services. The Association shall be authorized, but is not required (except as provided by terms of the master plan, plat or other governmental approvals for Columbia Point), to provide the following services:

(a) Cleanup and maintenance of all rights of way and roadway medians, parkways along public roads or streets, cul-de-sac islands, Tract entry ways and other area entrances, whether such entrances are owned by the Association or in easements from adjoining Tract Owners, parks, sidewalks, or trails within the Common Areas and not otherwise dedicated to the City of Richland;

(b) Landscaping and beautification of rights of way and roadway medians, parkways along public roads or streets, cul-de-sac islands, Tract entryways and other area entrances, stream corridors, parks, sidewalks, walking paths and bike trails located within the Common Areas and not otherwise dedicated to the City of Richland;

(c) Maintaining, repairing and replacing any public transportation parking areas and/or bus stops located on the Property;

(d) Lighting of roads, sidewalks, walking paths, bike trails, parking lots, and any recreational and community facilities located within the Common Areas;

(e) Security, including, but not limited to the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of the United States, State of Washington, Benton County or the City of Richland, within the Property;

(f) Maintaining of all water courses not otherwise dedicated to the City of Richland;

(g) Conducting institutional, recreational, sports, crafts, social, and cultural programs of interest to Owners and Subowners and their families, tenants and guests;

(h) Constructing improvements in the Common Areas for use for any of the purposes authorized in this Section 7.5, or as may be reasonably required to provide any of the services authorized in this Section 7.5, except as limited by the terms of the master plan, plat or other governmental approvals for Columbia Point;

(i) Providing administrative services, including but not limited to legal, accounting, and financial and communication services, including but not limited to community newsletters to inform Owners of activities, notices of meetings, referenda, and other issues and events of interest in the Columbia Point community;

(j) Providing any necessary utility services not otherwise provided by a public body, private utility or Declarant;

(k) Maintaining, repairing, replacing cluster mailboxes, support structures, signage, monuments, and other standard features for use throughout the Property;

(1) Maintaining and operating one or more community center facilities as limited or general Common Areas for use by designated Owners, their tenants and guests for meetings, community activities and other similar purposes;

(m) Providing any and all other services which the Association shall deem appropriate and consistent with this Declaration and the Government Documents; and

(n) Maintain planter strips or planter boxes.

Section 7.6 Professional Management. The Association shall retain a professional management company to fulfill the obligations of the Board and Association hereunder.

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 issued by insurance and bonding companies licensed to do business in the State of Washington; to provide:

(a) Insurance against loss or damage by fire and other casualties covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction or depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of all Owners and their 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.

(b) General comprehensive liability insurance insuring the Association, the Owners, Declarant, and any managing agent employed by the Association, 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;

(c) Worker's compensation insurance to the extent required by applicable laws;

(d) 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 equal to three (3) months' general assessments on all Tracts, including reserves;

(e) Insurance against loss of personal property of the Association by fire, theft, and other losses with deductible provisions as the Association deems advisable; and

(f) Such other insurance as the Association deems advisable, including a requirement that each Owner carry casualty and liability insurance in an amount equal to or greater than the coverage limits specified by the Board; provided, however, 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 FNMA, Government National Mortgage Association, FHLMC, Federal Housing Authority, and the 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 FNMA, Governmental National Mortgage Association, FHLMC, Federal Housing Authority, or the 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 their Mortgagees under all First Mortgages. 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 to the Association's authorized representatives, including an insurance trustee, which shall aggregate such proceeds from other funds of the Association. To the extent of available insurance proceeds, the Association shall prepare or rebuild the damaged Common Area.

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 their Mortgagees under all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefore, shall be payable to the Association.

ARTICLE 9 ENFORCEMENT

Section 9.1 Right to Enforce. The Association and Declarant (and any Owner after the Development Period) shall have the right to enforce, by an 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 or pursuant to Section 2.3. 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. The Association may establish a reserve fund to ensure that sufficient resources are available to properly enforce the provisions of this Declaration.

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, reservations, liens, easements, enjoyment rights, and other provisions contained in this Declaration 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 Tract and all leases or subleases shall refer to this Declaration and shall recite that any such grant, conveyance, lease or sublease is subject to the terms of this Declaration as if fully set forth therein; provided, however, that all terms and provision of this Declaration are and shall be binding upon all successors in interest despite an absence of reference thereto in the instrument of grant, conveyance, lease, or sublease.

ARTICLE 10 AMENDMENT OF DECLARATION

Section 10.1 Amendment by Declarant or Association. During the Development Period, Declarant may unilaterally amend this Declaration for the purpose of making corrections or nonsubstantial modifications. During the Development Period or after the expiration of the Development Period, this Declaration may be amended by an instrument executed by the Association for and on behalf of the Owners; provided, however, that such amendment shall have received the prior approval of sixty-seven percent (67%) of the votes in the Association entitled to be cast by Owners (except Declarant) present or represented by proxy, or by electronic or U.S. mail ballot. Provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of fifty-one percent (51%) of all Mortgagees of Tracts who have requested from the Association notification of amendments shall be required for any material amendment to this Declaration or the Association's Bylaws with respect to any of the following: voting rights; assessments, assessment liens, and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; convertibility of Tracts or Subparcels into Common Areas; leasing of Tracts, Subparcels or Living Units other than as set forth herein; imposition of any restrictions on the right of an Owner or Subowner to sell or transfer a Tract, Subparcel, or Living Unit; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Columbia Point development after substantial destruction or condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages. No amendment to this Declaration shall replace or remove any open space area required by master plan, zoning or plat approvals for Columbia Point unless the relevant governmental approval is also amended by the applicable governmental authority.

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

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Taxes. Each Owner or Subowner shall pay without abatement, deduction, or offset all real and personal property taxes, general and special assessments, including local improvement and special benefit assessments, and other charges of every description levied on or assessed against such Owner's Tract or such Subowner's Subparcel or Living Unit, and all buildings and /or personal property located on or in the Tract, Subparcel or Living Unit. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges lived or assessed against the Common Areas.

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

Section 11.3 Nonwaiver. 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 Attorney's 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 attorneys' fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 11.5 No Abandonment of Obligation. No Owner or Subowner, through its nonuse of any Common Area, or by abandonment of its Tract, Subparcel 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 desires.

Section 11.7 Severability. Should any one of the covenants, conditions, restrictions, reservations, easements, or provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason by judgment or court order, such judgment or order shall in no way affect the other provisions hereof which are hereby declared to be severable and 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 U.S. certified or registered mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed U.S. first-class postage prepaid (if a Notice to all Owners), shall be deemed given three (3) days after the date of deposit in the mails, 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 Tract owned by such Owner; provided, however, 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 (1) Owner of a Tract, Notice to any one (1) such Owner shall be sufficient and shall constitute Notice to all Owners of such Tract. The address of Declarant and of the Association shall be given to each Owner at or before the time it becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant or the Association under this Declaration, neither Declarant nor the Association shall be liable to any Owner or Subowner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or Subowner or such other person and arising out of or in any way relating to the subject matter of any such

review, acceptance, inspection, permission, consent or approval, whether given, granted, withheld or denied.

Section 11.10 Use of "Columbia Point". Declarant hereby reserves the right to use the name "Columbia Point" and related names in connection with Declarant's sales and development activities for the Property.

Section 11.11 Computation of Time. The word "day" means, "calendar day" herein, and the computation of time under this Declaration shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

Section 11.12 Exhibits. Exhibits A, B and C attached hereto (and listed below) are hereby incorporated herein, and made a part of this Declaration, and the term "Declaration" shall include all exhibits hereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT:

CITY OF RICHLAND, a Washington
Municipal Corporation

Cynthia D. Reents, City Manager

STATE OF WASHINGTON)

ss

COUNTY OF BENTON)

On this 19th day of January, 2021, before me, a Notary public in and for the State of Washington, personally appeared Cynthia D. Reents personally known to me to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the City Manager of the CITY OF RICHLAND to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Notary Public in and for the State of Washington

My Commission Expires: 09/29/2021

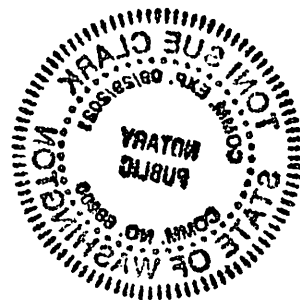


EXHIBIT A

LEGAL DESCRIPTION OF COLUMBIA POINT PROPERTY

Plat of Columbia Point, according to Plat thereof recorded in Volume 15 of Plats, Page 51, records of Benton County, Washington.

PORTIONS OF BLOCKS 264 & 265 PLAT OF 20-AND
AND PORTIONS OF SECTIONS 12 & 14
T 30N R 28E W 4.
BENSON COUNTY WASHINGTON

[illegible][illegible][illegible]

REPORT THE NAME OF PARTY REGISTERED FOR THE NAME OF REGISTERED
RESIDENCE ADDRESS OF THE PARTY FOR THE NAME OF REGISTERED
PARTY AND NAME, ADDRESS AND PHONE NUMBER OF PARTY REGISTERED FOR THE
NAME OF PARTY AND ADDRESS AND PHONE NUMBER OF PARTY REGISTERED FOR THE
NAME OF PARTY AND ADDRESS AND PHONE NUMBER OF PARTY REGISTERED FOR THE
NAME OF PARTY AND ADDRESS AND PHONE NUMBER OF PARTY REGISTERED FOR THE

APPROVALS

has read & approved contents of and has the CIP of required parts of documents

CHANDRA 11/15/16
Director, National Public Health Information System

Dr. S. K. Prasad 11/15/16
Director, National Public Health Information System

Dr. S. K. Prasad 11/15/16
Director, National Public Health Information System

Dr. S. K. Prasad 11/15/16
Director, National Public Health Information System

Dr. S. K. Prasad 11/15/16
Director, National Public Health Information System

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUM OF ONE HUNDRED AND NO CENTS (\$100.00) WAS PAID TO THE FOLLOWING PERSONS FOR THE PURPOSES SPECIFIED:

George F. [illegible] \$100.00
Burling Wagner by Pst Yalwa
[illegible] [illegible]

SURVEYOR'S CERTIFICATE

[illegible]

ANTHONY'S CERTIFICATE

FILED FOR RECORD OF THE DEPARTMENT OF STATE OF ALABAMA

RECORDED AND INDEXED

John S. G. in R. E. K. K. K.

LINE TABLE		
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
41	100	100
42	100	100
43	100	100
44	100	100
45	100	100
46	100	100
47	100	100
48	100	100
49	100	100
50	100	100
51	100	100
52	100	100
53	100	100
54	100	100
55	100	100
56	100	100
57	100	100
58	100	100
59	100	100
60	100	100
61	100	100
62	100	100
63	100	100
64	100	100
65	100	100
66	100	100
67	100	100
68	100	100
69	100	100
70	100	100
71	100	100
72	100	100
73	100	100
74	100	100
75	100	100
76	100	100
77	100	100
78	100	100
79	100	100
80	100	100
81	100	100
82	100	100
83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

[illegible]

PLAT OF COLUMBIA POINT

EXHIBIT B

EXHIBIT C COLUMBIA POINT MASTER PLAN



This is an aerial map of a golf course with various colored overlays indicating different types of terrain. A legend box in the center, titled "Common Areas", shows a yellow rectangle with a dashed border and a small red square. The map includes labels for "SAND", "GREEN", "TEE", "FAIRWAY", and "WATER". A scale bar at the top left indicates "200 m". A search bar at the top left shows "Search Results". The map also includes street names such as "Airport St", "Wagon Wheel Dr", and "Bradley Blvd". A "Draw and Measure" tool is visible in the bottom right corner.