

Hugh Horton
AUG 4 10 42 AM '66

VERNER HULLEN, AUDITOR
DEPUTY

RECORDED IN VOL. 227

INDEXED BY *MB*

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MOWRY SQUARE RESIDENCES

DECLARATION SUBMITTING PROPERTY UNDER
HORIZONTAL PROPERTY REGIMES ACT OF THE
STATE OF WASHINGTON

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COME NOW RICHLAND ASSOCIATES, a partnership of First North-

West Corporation, William A. Garrett and Clydene Garrett, his wife, Jack

C. ~~Mulliken~~ ^{MULLIKEN} and Lillian ~~Mulliken~~ ^{MULLIKEN}, his wife, owners of the fee title to the prop-

erty described herein, and hereby declare the said property to be, and it hereby

is submitted as, and, to be, a condominium under the laws of the State of

Washington as follows:

1. Land Description. The property subject hereto is identified as:

That portion of Lot 1 in Block 733 of Plat of Richland, as per
plat recorded in Volumes 6 and 7 of Plats, records of Benton
County, lying West of a line beginning at a point on the South
line of said Lot which is 100 feet East of the southwest corner
thereof and running thence North, at right angles to said South
line, to intersect the North line of said Lot;
EXCEPT the North 299.83 feet thereof;
AND EXCEPT the following described tract:

Beginning at the southwest corner of said Lot;
thence Easterly along the South line thereof, 100 feet;
thence North, at right angles to said South line, 230 feet;
thence South 89°12'04" West to a point on the Westerly line of
said Lot;
thence Southerly, along said Westerly line, to the point of beginning;

TOGETHER WITH an easement for road and utilities purposes over a
strip of land 60 feet in width the center line of which begins at
a point on the South line of said Lot which is 130 feet East of
the Southwest corner thereof and runs thence North, at angles
to the South line of said Lot, to a point on the South line of
the North 299.83 feet of said Lot.

which said property pursuant hereto and pursuant to survey map and floor
plans filed of record contemporaneously herewith shall be henceforth identified
as "Mowry Square" according to condominium plat filed of record in the office
of the Auditor of Benton County, Washington, on the 4th day of August
1966, in Volume 8 at page 375, records of said county.

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2. Description of building: Four two-story frame structures without basements, with exterior walls finished in wood, containing nineteen two-storyed apartments, together with appurtenant common areas and facilities and limited common areas and facilities as described below.

3. Unit Descriptions. Building No. 1 faces east and each apartment therein faces east. In said building there are five apartments numbered 101 to 105 inclusive. Building No. 2 faces south and each apartment therein faces south. In this building there are four apartments numbered 201 to 204 inclusive. Building No. 3 faces west and each apartment therein faces west. In this building there are three apartments numbered 301 to 303 inclusive. Building No. 4 faces north and each apartment therein faces north. In this building there are seven apartments numbered 401 to 407 inclusive. Unit descriptions of the apartments are as follows:

Apartments numbered 101, 201, 204, 303, 401 and 407 contain approximately 739 square feet on each floor and consist of two floors.

Apartment numbered 102 contains approximately 820 square feet on each floor and consists of two floors.

Apartments numbered 103, 202, 302, 402, 403 and 406 contain approximately 752 square feet on each floor and consist of two floors.

Apartments numbered 104, 203, 301, 404 and 405 contain approximately 800 square feet on each floor and consist of two floors.

Apartment numbered 105 contains approximately 609 square feet on each floor and consists of two floors.

4. Common Areas and Facilities: The common areas and facilities of the property shall include those matters set forth in the definition of "common areas and facilities" in Section 1 of Chapter 156 of the Laws of 1963 (RCW 64.32.010) as amended, and without limiting the foregoing, shall include open recreation space, the cabana, pool and putting green, all in accordance with survey map and floor plans filed of record contemporaneously herewith.

2. Declaration

1 5. Value and Unit Interest. The value allocated to each unit, expressed
2 in dollars and as percentages, is as follows, the total being the total value
3 and 100% thereof:

4	Apartment No.	Value	Percentage Interest
5	101	\$28,950.00	.051161
	102	\$33,500.00	.059214
6	103	\$28,950.00	.051161
	104	\$32,000.00	.056552
7	105	\$24,950.00	.044092
	201	\$28,950.00	.051161
8	202	\$28,950.00	.051161
	203	\$32,000.00	.056552
9	204	\$28,950.00	.051161
	301	\$32,000.00	.056552
10	302	\$28,950.00	.051161
	303	\$28,950.00	.051161
11	401	\$28,950.00	.051161
	402	\$28,950.00	.051161
12	403	\$28,950.00	.051161
	404	\$32,000.00	.056552
13	405	\$32,000.00	.056552
	406	\$28,950.00	.051161
14	407	\$28,950.00	.051161

15 Voting rights hereunder, under the By-Laws referred to in Paragraph 10
16 hereof and pursuant to law shall be allocated to the owners of the respective
17 apartment units in accordance with the percentages of value as so allocated
18 above.

19 6. Purpose of Use: The building and the property are solely for the
20 purpose of residential non-commercial occupancy. Each apartment is solely
21 restricted to single-family residential occupancy. This shall permit in said
22 buildings and apartments such uses as are consistent with the zoning laws
23 of the City of Richland in residential areas. None of the common areas are
24 to be devoted for any use other than in service for and consistent with the
25 apartment units and their appropriate use.

26 7. Address for Service of Process: Until otherwise designated by
27 formal amendment to this declaration as herein provided, the name and
28 address of the person in Benton County, Washington for the service of process

3. Declaration

1 in matters pertaining to the property as provided under the Horizontal Property
2 Regimes Act of the State of Washington is:

3 Hugh B. Horton
4 Attorney at Law
5 14 Bateman Building
6 Kennewick, Washington

7 8. Special Voting Requirements: Decision of rebuilding, repair,
8 restoration or sale of the property in event of damage or destruction of all or
9 a part of the property shall be by a vote of a majority of the percentage votes of
10 owners as established in paragraph 5 above, provided that if damage is substan-
11 tially limited to walls, roofs, floors, garage, decks or entry area of or pertain-
12 ing to less than all of the apartment units, vote upon rebuilding, repair or
13 restoration shall be by a majority of percentage votes of owners of units so
14 affected.

15 9. Subdivision or Combination: Except as this declaration may be
16 amended as provided for herein, no subdivision or combination of any apartment
17 unit or units or of the common area or facilities may be accomplished except
18 pursuant to unanimous vote of the owners of apartment units at a meeting called
19 upon notice and for the notified purpose of consideration thereof; if so approved,
20 any such subdivision or combination shall be the subject of a filed revised plat
21 and floor plan consistent therewith, and such subdivision or combination shall be
22 ineffective for any purpose until so filed of record.

23 10. Association and By-Laws: The owners (including contract vendees
24 but excluding lessees and licensee-occupants) of the apartment units, by their
25 ownerships, are members of an association of co-owners of Mowry Square,
26 which said association shall adopt By-Laws providing for management of the
27 property through a Board of Directors, said Board electing officers and recom-
28 mending to the members of the association for their adoption a budget of common
expenses as provided by law, subject to monthly assessment and collection

4. Declaration

1 thereof by the Board of Directors proportionally to the percentage interest of the
 2 owners as per paragraph 5 hereof, the said By-Laws be adopted by the affirmative
 3 vote of a majority of the percentage interest in the property as established by
 4 paragraph 5 above, and subject to amendment at a meeting of such owners called
 5 upon notice and for the notified purpose of adoption of such an amendment or
 6 amendments. Said By-Laws may provide (and may be enforced in respect of)
 7 other rules and regulations for the use, occupancy and management of the prop-
 8 erty not inconsistent herewith and not inconsistent with the provisions of the
 9 Horizontal Property Regimes Act of the State of Washington.

10 11. (a) Assessment Lien: The monthly assessment charge against
 11 each apartment unit, and the requirement maintenance of a deposit
 12 level not exceeding three months thereof, all as may be established by
 13 and pursuant to the By-Laws of the association referred to in para-
 14 graph 10 hereof, shall constitute a lien against such apartment units
 15 as provided for in section 20 of Chapter 156, Laws of Washington 1963
 16 (RCW 64.32.200) or as amended, as if said section were here contained
 17 in its entirety.

18 (b) First Refusal Right: Should any apartment owner desire to sell
 19 or otherwise dispose of his interest in an apartment (excluding the
 20 establishment of occupancy rights by rental or license) or to contract
 21 therefor, such owner shall, before making or accepting any offer for
 22 the sale or other such disposition of or the contracting therefor,
 23 deliver to the President, or in his absence the Secretary, of the assoc-
 24 iation of co-owners, written notice of his intent so to sell or dispose
 25 of such interest or to contract therefor, such notice to contain the
 26 terms of any such offer and the name and address of the prospective
 27 purchaser or party to acquire or contract for such interest. The
 28 President, or as may be the Secretary, will thereupon notify each of

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the other owners of apartment units, the same to be notified substantially simultaneously, and each such owner on a first in time priority basis may notify the President or as may be the Secretary of the association of co-owners of his desire to acquire or contract for the interest in the apartment so proposed to be disposed of in accordance with the terms thereof. The first such owner effectively accepting the proposed basis of disposition shall be entitled to enforce the same against the owner so proposing to dispose of his interest in an apartment or to contract therefor; failing such effective acceptance within thirty days of notice of proposal to sell or otherwise dispose of or to contract therefor, the owner giving such notice shall during the ensuing six months be free to dispose or to contract to dispose of his interest in his apartment unit on any basis not substantially inconsistent with the contents of his said notice. The right of first refusal hereby granted shall be reinstated immediately upon any sale or other disposition of ownership of an apartment unit herein as to any successor owner or, if the apartment unit be not so disposed of during said six months' period, the first refusal rights hereof shall be fully reinstated.

(c) Survey Map, Floor Plans, Statutory Reference: There are incorporated herein as though set forth in full as a part hereof, the survey map and floor plan of Mowry Square pertaining to the subject property as filed substantially herewith in the office of the Auditor of Benton County, Washington; save and except ceiling elevations are not set forth as ceilings are diagonal, rising to varying peaks and include exposed beams on their inner surfaces. It is recognized that by this Declaration the subject property is under the Horizontal Property Regimes Act of the State of Washington as adopted by Chapter 156 of the Laws of Washington 1963 and as the same may be amended, and the provisions of said act and as the same may be amended, shall, except as otherwise expressly provided herein or by the By-Laws, be treated as

6. Declaration

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though set forth in full herein as a part hereof.

12. Until all of the buildings and apartments referred to in the condominium plat have been constructed, or for a period of 3 years from date, whichever shall be the earlier, the budget of common expenses referred to in paragraph 10 hereof may be divided proportionally to the percentage interest of owners figuring the total on the total apartments then constructed, rather than on the total of apartments both constructed and to be constructed.

13. Amendments: This declaration may be formally amended by the action of the owners of apartment units as follows: Any proposed amendment shall be the subject of written notice of an owners' meeting of the association of co-owners of Mowry Square, which meeting shall be held on not less than ten days' written notice thereof, the meeting to be convened upon the property or at such other place within Benton County, Washington, as may be specified in the notice of meeting, and for the amendment to be effective, the resolution to amend must be approved by the affirmative vote of not less than 60% of the percentage interest of apartment owners as specified in paragraph 5 hereof, provided further that any amendment altering the value of the property or of any apartment or the percentage of undivided interest in the common areas and facilities shall require the unanimous consent of the apartment owners; and provided further that any amendment of this declaration so adopted shall be the subject of a properly prepared "Amendment of Declaration" properly referenced to this declaration, and filed of record in the office of the Auditor of Benton County, Washington, and shall be ineffective for any purpose until so filed of record.

EXECUTED this 21 day of July, 1966.

Clydene J. Garrett

RICHLAND ASSOCIATES, a partnership

William A. Sarnit

By

[Signature]

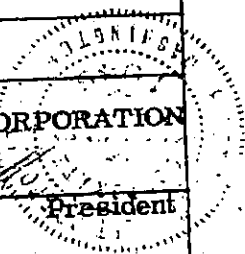
By

FIRST NORTHWEST CORPORATION

William A. Mulliken

By

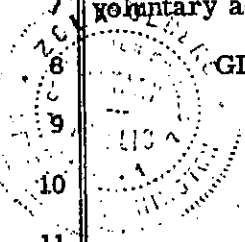
[Signature]
President



1 STATE OF WASHINGTON)
2 COUNTY OF BENTON) ss.

3 On this 21 day of July, 1966, personally appeared before me
4 William A. Garrett, Clydene Garrett, Jack C. ~~Mulligan~~ ^{Mulhiken} and Lillian ~~Mulligan~~ ^{Mulhiken},
5 to me known to be the individuals described in and who executed the witi in and
6 foregoing instrument, and acknowledged said instrument to be their free and
7 voluntary act and deed, for the uses and purposes therein mentioned.

8 GIVEN under my hand and official seal the day and year above written.

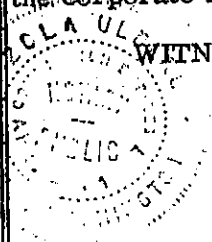


Zola Ulberg
Notary Public in and for the State of
Washington, residing at Kennewick

12 STATE OF WASHINGTON)
13 COUNTY OF BENTON) ss.

14 On this 21 day of July, 1966, personally appeared before
15 me M.M. Treadwell to me known to be the President of First Northwest
16 Corporation, the corporation that executed the foregoing instrument, and acknow-
17 ledged the said instrument to be the free and voluntary act and deed of said
18 corporation, for the uses and purposes therein mentioned, and on oath stated
19 that he is authorized to execute the said instrument and that the seal affixed is
20 the corporate seal of said corporation.

21 WITNESS my hand and official seal the day and year above written.



Zola Ulberg
Notary Public in and for the State of
Washington, residing at Kennewick

JUL 3 9 55 AM '75

VERNER MILLER DEPUTY REGISTRAR 297

B-5118

AMENDMENTS

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The undersigned, representing 100% of the owners of MOWRY SQUARE, do hereby amend the Declaration recorded on the 4th day of August, 1966, under Auditor's file number 565070A, covering the following described real property situated in Benton County, Washington:

DEEMED BY [Signature]
CHECKED BY [Signature]

That portion of Lot 1 in Block 733 of Plat of Richland, as per plat recorded in Volumes 6 and 7 of Plats, records of Benton County, lying West of a line beginning at a point on the South line of said Lot which is 100 feet East of the southwest corner thereof and running thence North, at right angles to said South line, to intersect the North line of said Lot; EXCEPT the North 299.83 feet thereof; AND EXCEPT the following described tract: Beginning at the southwest corner of said Lot; thence Easterly along the South line thereof, 100 feet; thence North, at right angles to said South line, 230 feet; thence South 89°12'04" West to a point on the Westerly line of said Lot; thence Southerly, along said Westerly line, to the point of beginning; TOGETHER WITH an easement for road and utilities purposes over a strip of land 60 feet in width, the center line of which begins at a point on the South line of said Lot which is 130 feet East of the Southwest corner thereof and runs thence North, at angles to the South line of said Lot, to a point on the South line of the North 299.83 feet of said Lot.

The following numbered paragraphs of the Declaration are hereby amended to read as follows:

3. Unit Descriptions: Building No. 1 faces east and each apartment therein faces east. In said building there are five apartments numbered 101 to 105 inclusive. Building No. 2 faces south and each apartment therein faces south. In this building there are four apartments numbered 201 to 204 inclusive. Building No. 3 faces west and each apartment therein faces west. In this building there are three apartments numbered 301 to 303 inclusive. Building No. 4 faces north and each apartment therein faces north. In this building there are ~~seven~~ ^{SIX} apartments numbered 401 to 406 inclusive. Unit

~~SEVEN~~
SIX
296

1 descriptions of the apartments are as follows:

2 Apartments numbered 101, 201, 204, 303, and 401 contain
3 approximately 739 square feet on each floor and consist of two
4 floors.

5 Apartment numbered 102 contains approximately 820
6 square feet on each floor and consists of two floors.

7 Apartments numbered 103, 202, 302, 402, 405 and 406
8 contain approximately 752 square feet on each floor and
9 consist of two floors.

10 Apartments numbered 104, 203, 301, 403 and 404 contain
11 approximately 800 square feet on each floor and consist of two
12 floors.

13 Apartment numbered 105 contains approximately 609
14 square feet on each floor and consists of two floors.

15 5. Value and Unit Interests: The value allocated
16 to each unit, expressed in dollars and as percentages, is as
17 follows, the total being the total value and 100% thereof:

18	Apartment No.	Value	Percentage Interest
19	101	\$33,800.00	.0517325
	102	\$37,800.00	.0578547
20	103	\$33,800.00	.0517325
	104	\$36,180.00	.0553752
21	105	\$27,000.00	.0413248
	201	\$32,400.00	.0495898
22	202	\$33,800.00	.0517325
	203	\$37,800.00	.0578547
23	204	\$32,400.00	.0495898
	301	\$36,180.00	.0553752
24	302	\$37,800.00	.0578547
	303	\$33,800.00	.0517325
25	401	\$40,300.00	.0616811
	402	\$40,500.00	.0619872
26	403	\$39,400.00	.0603036
	404	\$39,400.00	.0603036
27	405	\$40,500.00	.0619872
28	406	\$40,500.00	.0619872

29 Voting rights hereunder, under the By-Laws referred to in
30 Paragraph 10 hereof and pursuant to law shall be allocated to
31 the owners of the respective apartment units in accordance with
32 the percentages of value as so allocated above.

CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW
1117 LEXINGTON BUILDING
P. O. BOX 888
BOSTON, MASSACHUSETTS

1 llc. Survey Map, Floor Plans, Statutory Reference:

2 There is hereby incorporated herein as though set forth in full
3 as a part hereof, an additional survey map pertaining to the
4 subject property as filed substantially herewith in the office
5 of the Auditor of Benton County, Washington. This map is attached
6 hereto.

6 DATED: This 30 day of JUNE, 1975.

7 <u>Mary Grace Schroeder</u>	<u>Harold C. Riches Jr</u>
8 <u>Leonard W. Bastin</u>	<u>Mary V Logston</u>
9 <u>Betty H Sherman</u>	<u>Rud Shaffin</u>
10 <u>Mina P. Miller</u>	<u>Joseph C. McGuire</u>
11 <u>J. J. Stein</u>	<u>Roy E. Tomlinson</u>
12 <u>Barbara D. Walley</u>	<u>Charles H. McElroy</u>
13 <u>Mary Grace Schroeder</u>	<u>Phil T. George</u>

18 STATE OF WASHINGTON)
19) SS.
20 County of Benton)

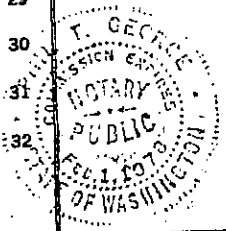
21 On this day personally appeared before me
22 Mary Grace Schroeder, Leonard W. Bastin, Betty H Sherman,
23 Mina P. Miller, J. J. Stein, Barbara D. Walley, Harold C. Riches,
24 Mary V Logston, Rud Shaffin, Joseph C. McGuire,
25 Roy E. Tomlinson, Charles H. McElroy
26 to me known to be the members of the homeowners association

27 referred to herein, and acknowledged to me that they signed the
28 foregoing Amendments as their own free and voluntary act and deed.

29 GIVEN under my official hand and seal this 2 day of

30 ~~JUNE~~
31 JULY, 1975.

32 Phil T. George
Notary Public in and for the State of
Washington, residing at Richland, WA.



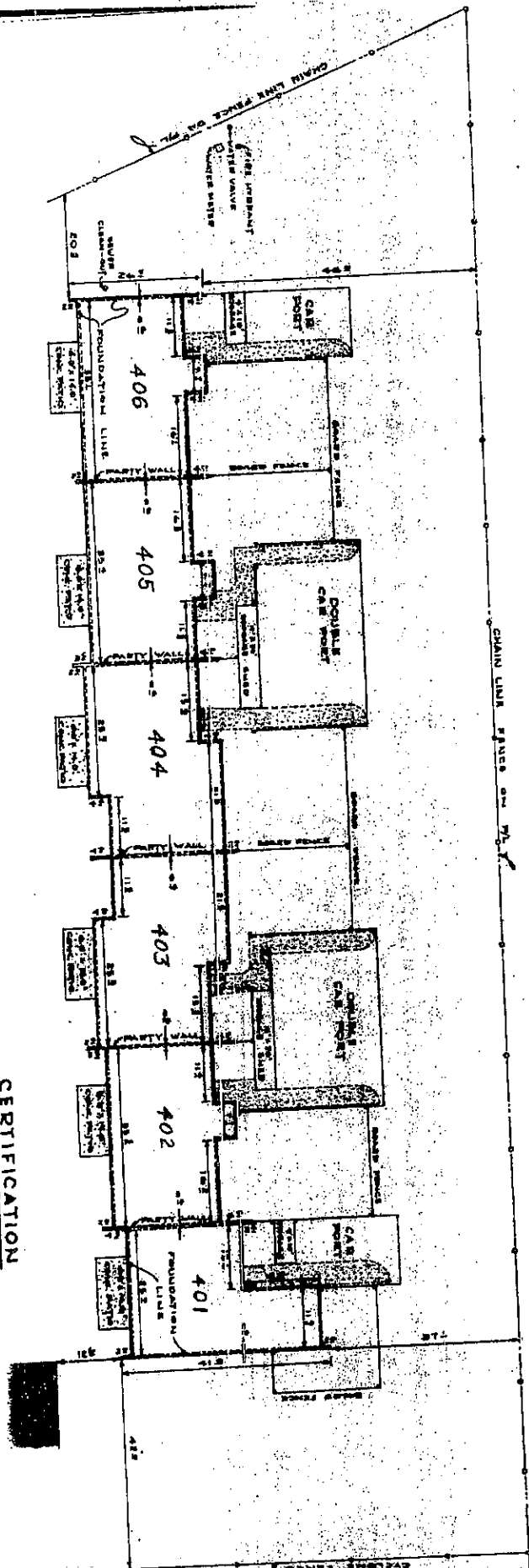
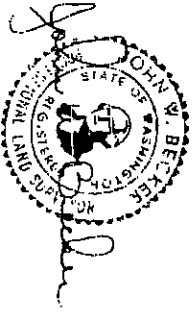
CRITCHFIELD, WILLIAMS, STALS & SCHUSTER
ATTORNEYS AT LAW

STATE OF WASHINGTON,)
County of Benton) SS.

On this day personally appeared before me Phil T. George
to me known to be the individual described in and who executed the within and foregoing
instrument, and acknowledged that he signed the same as his free and voluntary
act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of July

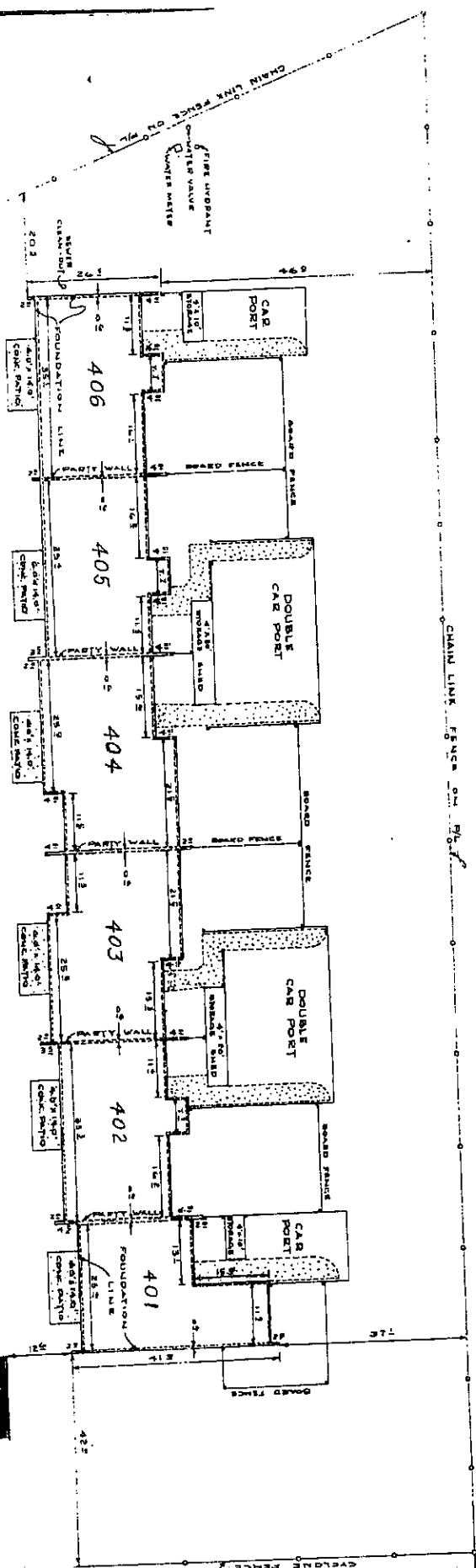
Phil T. George
Notary Public in and for the State of Washington
residing at Richland, WA.



CERTIFICATION

I, John W. Becker, a Professional Land Surveyor in the State of Washington, hereby certify that this map represents a field survey conducted under my supervision and that all physical improvements are correct as shown hereon.

ROGERS SURVEYING INC. P.S. PROFESSIONAL LAND SURVEYORS P.O. Box 507 Richland, Washington Phone (509) 943-3131		CLIENT ROBERT YOUNG DEVELOPMENTS, INC.	
PROJECT CERTIFIED FOUNDATION ASBUILT MOWRY SQUARE APARTMENTS		DRAWN BY J.W.N.	SCALE 1" = 50' DATE APR. 26, 1973
SHEET 21874		SHEET 1 OF 1	



CERTIFICATION

I, John W. Backer, a Professional Land Surveyor in the State of Washington hereby certify that this map hereon represents a field survey conducted under my supervision and that all physical improvements are correct as shown hereon.

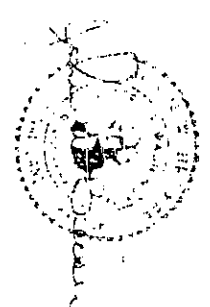
ROGERS SURVEYING INC. P.S.
PROFESSIONAL LAND SURVEYORS

CLIENT: **ROBERT YOUNG DEVELOPMENTS, INC.**

PROJECT: **CERTIFIED FOUNDATION ASBUILT
MOWRY SQUARE APARTMENTS**

P.O. Box 507
Richland, Washington
Phone (509) 943-3131

DATE: APR 24, 1975
SCALE: 1" = 20'
SHEET 1 OF 1



FILED BY 882270
AUG 8 2 21 PM '83
VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 439

1983 REVISED
BY-LAWS
OF
MOWRY SQUARE

CREATED BY *GM*
CHECKED BY *[Signature]*

Condominium created under Laws of the State of Washington

ARTICLE I

IDENTIFICATION OF "PROJECT", APPLICATION OF BY-LAWS

Section 1. The "Project" is the condominium property located upon:

That portion of Lot 1 in Block 733 of Plat of Richland, as per plat recorded in Volumes 6 and 7 of Plats, recorded in Benton County, lying West of a line beginning at a point on the South line of said Lot which is 100 feet East of the Southwest corner thereof and running thence North, at right angles to said South line, to intersect the North line of said Lot; EXCEPT the North 299.83 feet thereof; AND EXCEPT the following described tract:

Beginning at the Southwest corner of said Lot; thence Easterly along the South line thereof, 100 feet; thence North, at right angles to said South line, 230 feet; thence South 89°12'04" West to a point on the Westerly line, to the point of beginning;

TOGETHER WITH an easement for road and utilities purposes over a strip of land 60 feet in width the center line of which begins at a point on the South line of said Lot which is 130 feet East of the Southwest corner thereof and runs thence North, at angles to the South line of said Lot, to a point on the south line of the north 299.83 feet of said Lot; All as recorded in the files of the Auditor of Benton County, Washington,

pursuant to Declaration in respect thereof filed in the office of the Auditor of Benton County, Washington, on August 4, 1966, in Volume 8, page 75. The term "Project" includes the entire development, including land, separate apartments and common property.

Section 2. The provisions of these By-Laws are applicable to the project and all present or future owners, tenants, employees, agents, or any other persons that might use or be upon the project or enjoy rights of occupancy in respect thereof, are subject to the regulations set forth herein.

ARTICLE II

NAME OF ASSOCIATION

Section 1. The name of this association shall be Mowry Square.

ARTICLE III

DEFINITIONS

Section 1. "Association" shall mean and refer to the collective owners of Mowry Square residences.

Section 2. "Owner" shall mean and refer to the holder of a fee interest in any condominium unit and shall include the vendee under a real estate contract for the purchase of any unit. The term does not include the interests of tenants.

Section 3. "Condominium Unit", "Unit" or "Apartment", shall mean and refer to individual residences located at Mowry Square.

Section 4. "Common Area" shall mean all property held by the Association for the common use and enjoyment of the Owners as more particularly set forth in the Declarations at paragraph 4.

ARTICLE IV

MEMBERSHIP AND VOTING

Section 1. Each Owner of a unit shall be a member of the Association. When more than one person holds an interest in any unit, all such persons shall be members.

Section 2. Each Owner of a unit shall be entitled to one vote for each unit held. Provided, however, when more than one person holds an interest in any unit, the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any unit.

Section 3. There shall be no quorum requirement for the conduct of business of the Association. Business may be conducted at any annual or special meeting by the approval of a majority of those members present in person or by proxy.

Section 4. A proxy must be in writing and delivered by the member or his agent to the President of the Association on or before the commencement of business at a special or annual meeting for which the proxy is to apply. The proxy must designate the member entitled to vote the proxy and the limitations, if any, to be placed upon the member voting the proxy. A proxy may be general in nature and prescribe no limitations thereby entitling the member voting the proxy to use his discretion. A proxy granted for one meeting must be renewed for any subsequent meeting.

ARTICLE V

MEETINGS AND MANAGEMENT

Section 1. An annual meeting of the owners of the apartments in the project will be held on the second Tuesday of the month of June in each year. The meetings shall be held at the project premises.

Section 2. Special meetings may be called at any time by the President or Secretary or by any two of the owners of apartment units in the project.

Section 3. The Secretary shall give written notice to each owner of an apartment unit in the project of the time and place of each annual or special meeting to be held pursuant to Sections 1 and 2 above. Ten (10) days notice must be given to each owner in advance of any annual or special meeting. Provided, however, this notice requirement may be waived in writing by an owner with respect to special meetings, only.

Section 4. Election of directors, and determination of project management shall be established by proceedings at the annual meeting of the owners.

ARTICLE VI

DIRECTORS

Section 1. Election of officers and conduct of the management of the business of the Association shall be determined by a Board of Directors which shall consist of not fewer than three (3), with the exact number to be set at the annual meeting of owners.

Section 2. The Board of Directors may elect replacement directors to fill vacancies pending convening of the next annual meeting of the owners. Any directors who cease to be an owner of an apartment unit in the project, shall thereby be disqualified from serving as a director and shall be treated as having resigned.

Section 3. An annual meeting of the Board of Directors shall be held at the time and place of the annual meeting of owners and at such annual meeting the Board of Directors shall elect officers to serve for the coming year until the next succeeding annual meeting of the membership.

Section 4. Special meetings of the Board of Directors may be called by any director on three (3) days notice to each director, provided that notice of meetings may be waived by directors, and personal attendance of any director shall constitute waiver of notice by such director. Except for the annual meeting of the directors which shall be held in conjunction with the annual meeting of the owners, meetings of directors may be called and held at any time and place.

Section 5. A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 6. A nominating committee consisting of four members of the association shall be appointed by the President at least 30 days, but not more than 60 days, in advance of the annual meeting for the purpose of considering and recommending to the general membership candidates for director positions. The nominating committee will also submit to the directors, once elected at the annual meeting, candidates for officer positions. The President shall appoint one member from each of the four wings of the complex, i.e., North, South, East and West, to serve on the nominating committee.

ARTICLE VII

OFFICERS

Section 1. Officers of the Association of owners shall be a President, a Vice-President, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined and filled by one individual. Said offices shall be held by an owner of an apartment unit in the project.

Section 2. The President shall preside at all meetings of the owners' association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. In the absence or inability of the President, the Vice-President shall perform the functions of President. The Secretary shall keep minutes of all proceedings of the Board of Directors of the meetings of the owners' association and keep such books and records as may be necessary and appropriate for the records of the association and its board. The minutes of any annual or special meeting must be prepared by the Secretary and a copy circulated to each unit within five (5) days of the meeting.

Section 3. The Treasurer shall maintain a checking and savings account for the funds of the owners' association and shall receive and deposit therein all assessments and other funds of the owners' association, keeping accurate records thereof, and disbursing the same only for purposes of the owners' association and as approved by the Board of Directors.

Section 4. Officers of the owners' association shall be annually elected by, and may be removed and replaced by, the Board of Directors. The Board of Directors may in its discretion require that officers be subjected to fidelity bond coverage in favor of the owners' association.

ARTICLE VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The owner or owners of each apartment unit shall punctually and fully pay to the Treasurer of Mowry Square: (1) monthly assessments as so established from time to time, and (2) special assessments. Said assessments shall be established and collected as hereinafter provided.

Section 2. Monthly and special assessments may be established at any annual meeting or special meeting called for such purpose in the manner provided by Article IV of these By-Laws. The maximum monthly assessment shall be \$60.00 per month, per unit unless otherwise modified or amended as provided herein by agreement of two-thirds of the members of the Association voting in person or by proxy at a meeting duly called for this purpose.

Section 3. In addition to becoming a continuing lien upon the property each such assessment shall also be the personal obligation of the person who was the holder of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Any assessment not paid within thirty days after the due date shall bear interest at the rate of 12% per annum. The Association may bring an action at law against the holder personally obligated

to pay the same or foreclose the lien against the property as provided in the amended Declaration of this Association. No unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his/her unit.

Section 4. In the event the Association elects to enforce collection of such assessments and pursues a cause of action in one of the courts of this state, the delinquent property owner shall in addition to the assessments be responsible for interest, costs and reasonable attorney fees incurred by the Association in pursuit of its collection efforts.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. No building, shed, fence, wall or other structure shall be commenced, erected or maintained upon the property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. No individual apartment unit shall be subjected to a structural modification or alteration without prior approval of the board or its designated committee. In the event said board, or its designated committee, fails to approve or disapprove such design and location or modification within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. The owners of each apartment unit in the project shall be responsible for and undertake the duty of all maintenance and repair work within the individual unit if of any nature which if not performed would effect in any manner the project in its entirety or the right or interest of owners of other apartment units.

Section 3. The unit owners shall be responsible for and undertake the duty of painting fences bordering their apartment units. Provided, however, the Association shall bear the expense of painting all fences enclosing the common area. The association will bear the expense of general maintenance of fences, other than painting as noted above.

Section 4. The Board of Directors from time to time shall make a determination of which members' fences are in need of painting. Upon written notice presented to a member from the Board of Directors advising that his fence is in need of painting, said painting must be completed within 30 days.

Section 5. In the event any member fails to paint his fence within 30 days from receipt of written notification by the Board of Directors, the Board shall have the right, through its agents and employees, to enter upon the members' premises for the purpose of painting his fences. The costs of such painting, excluding materials, shall be added to and become a part of the assessment to which such unit is subject.

Section 6. The Association shall provide paint for use in painting fences and no other paint shall be used by members.

ARTICLE X

ASSOCIATION BUSINESS

Section 1. Within thirty (30) days following election of the Board of Directors, said Directors shall submit to the general membership at a special meeting a proposed budget of all and sundry operating expenses of the project (including, e.g., maintenance, repair, insurance upon common property, common utilities or fuel, and any other anticipated expenses to be borne by or in respect of the project generally as distinguished from individual apartment units), which such budget as approved by the special meeting of owners, shall be the subject of monthly assessment against each of the apartment units.

Section 2. The owners of each unit grant to any responsible agent designated by the Board of Directors a continuing right of entry to his respective apartment unit for the taking of any necessary or appropriate action in the event of fire or other emergency, and, at reasonable times or time, and on reasonable notice, to conduct such inspection as may be necessary for insurance rating purposes, inspection of compliance or otherwise.

ARTICLE XI

USE RESTRICTIONS

Section 1. ENJOYMENT OF PROPERTY: The owners shall use their respective property to their enjoyment in such manner as not to offend or detract from other holders' enjoyment of their respective properties. No owner shall permit a nuisance or offensive or noxious use to be made or suffered in respect to the project or the individual apartment units.

Section 2. COMMERCIAL USE: No advertising materials shall be posted nor commercial use made of or within the project. However, if a home business is permitted under the zoning laws of Richland, such business may be carried on in one of the units hereof, if not contrary to any other provision of these By-laws.

Section 3. IN DEROGATION OF LAW: No holder shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington. No activities or transactions shall be permitted which are in violation of any City of Richland code and ordinances. If a home business is permitted under the zoning laws of Richland, such business may be carried on in one of the units hereof, if not contrary to any other provision of these By-Laws.

Section 4. RESTRICTION ON PARKING: For each unit owned, a member shall be entitled to two parking spaces. In the event of co-ownership of any unit, those parties jointly shall be entitled to two parking spaces. A parking space may be occupied by an automobile, motorcycle, motorhome, boat or truck. Vehicles not specifically mentioned above are prohibited unless otherwise approved by the Board of Directors.

Section 5. PETS: No pets or animals shall be

permitted to be kept or maintained on the premises except that not over two house pets may be allowed for each unit; provided such pets shall not be permitted to run at large or on the common area.

Section 6. USE OF RECREATION AREA: No owner or occupant shall obstruct or interfere with the proper use and enjoyment by other parties of the common areas of this project. In the event of conflict in desires of use of common area (e.g., scheduling of use of recreation area) priority shall be determined by such method of listing or booking of such use as may be determined by the Board of Directors.

Section 7. UNIT MAINTENANCE: Each owner or occupant of any apartment unit shall maintain all open and exposed areas of his apartment unit and of his assigned garage and storage space in a neat and sanitary condition, and shall so enjoy or use common areas that the same may be maintained in a neat and sanitary condition.

Section 8. CHILDREN AGE RESTRICTION: Occupancy shall be restricted to persons having not more than two (2) children regularly residing at the household, with no child under sixteen (16) years of age.

Section 9. BOOKS AND RECORDS: Books and records of the owners' association shall be available for inspection at reasonable times by any of the owners of apartment units in the project or by their authorized agents. An annual statement of receipts, disbursements and balances shall be prepared by or for the Treasurer of the owners' association and distributed to each of the owners at least ten (10) days prior to the annual meeting of the owners' association.

ARTICLE XII


GENERAL PROVISIONS

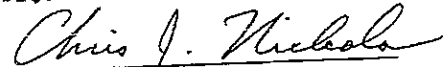
Section 1. The Board of Directors from time to time shall promulgate general rules for use of the pool and recreation area. All such rules and regulations shall be posted in the vicinity of the gazebo, located in the common area.

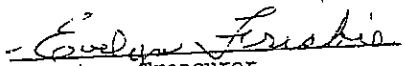
ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended by the association at an annual or special meeting, notice of which has included notification of the proposed amendments, by a majority of those voting members, including proxies, present at the meeting.


President


Vice-President


Secretary/Treasurer

VOL 537 PAGE 3374

90-17941

FILED

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AMENDMENTS

CLERK OF COURT
AUDITOR

3-6679

9009

The undersigned, representing 100% of the owners of Building #1 consisting of units 101 - 105, MOWRY SQUARE, and the officers of MOWRY SQUARE do hereby amend the declaration recorded on the 4th day of August, 1966, under Auditor's File No. 565070A, and amended on July 3, 1975, by an amendment recorded under Auditor's File No. 683935 and further amended on November 19, 1979, by a document filed under Auditor's File No. 807924, and covering the following described real property situated in Benton County, Washington:

TR
That portion of Lot 1 in Block 733 of Plat of Richland, as per plat recorded in Volumes 6 and 7 of Plats, records of Benton County, lying West of a line beginning at a point on the South line of said Lot which is 100 feet East of the southwest corner thereof and running thence North, at right angles to said South line, to intersect the North line of said Lot; EXCEPT the North 299.83 feet thereof; AND EXCEPT the following described tract: Beginning at the southwest corner of said Lot; thence Easterly along the South line thereof, 100 feet; thence North, at right angles to said South line, 230 feet; thence South 89° 12' 04" West to a point on the Westerly line of said Lot; thence Southerly, along said Westerly line, to the point of beginning; TOGETHER WITH an easement for road and utilities purposes over a strip of land 60 feet in width, the center line of which begins at a point on the South line of said Lot which is 130 feet East of the Southwest corner thereof and runs thence North, at angles to the South line of said Lot, to a point on the South line of the North 299.83 feet of Said Lot.

Numbered paragraph 3 is hereby amended to change the square footage of apartment number 101 - 105 to read as follows: Apartment 101 has approximately 609 square feet on each floor; apartment 102 has approximately 800 square feet on each floor; apartment 103 has approximately 752 square feet on each floor; apartment 104 has approximately 820

square feet on each floor; apartment 105 has approximately 739 square feet on each floor.

Numbered paragraph 5, as it relates to apartments 101 - 105 is amended to change the value and percentage interest of each of those apartments as follows, it being understood that the values which are assigned do not have any relationship to present market value but rather represent the values which were assigned at the time of construction and which are now being used for purposes of allocating percentage interest in the building.

<u>Apartment No.</u>	<u>Value</u>	<u>Percentage Interest</u>
101	\$27,000.00	.0413248
102	36,180.00	.0553752
103	33,800.00	.0517325
104	37,800.00	.0578547
105	33,800.00	.0517325

In all other respects, the original declarations as previously amended shall remain in full force and affect.

DATED this ____ day of October, 1990.

Eva A. Schirado
Apartment 101, Eva A. Schirado

Jeanne M. Shaffer
Apartment 102, Jeanne M. Shaffer

Thomas M. Logston
Apartment 103, Thomas M. Logston
Individually and as President of Mowry Square Association

Joseph C. McGuire
Apartment 104, Joseph C. McGuire

Leonard W. Bastin
Apartment 105, Leonard W. Bastin

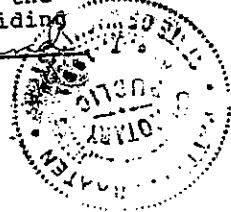
Sharon Grant
Sharon Grant, Secretary of Mowry Square Association

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day personally appeared before me, Eva A. Schirado, Jeannine M. Shaffer, Thomas M. Logston, Joseph C. McGuire, Helen J. Bastin, Sharon Grant, to me known to be the members of the Homeowner's Association referred to herein, and acknowledged to me that they signed the foregoing amendments as their own free and voluntary act and deed.

GIVEN under my hand and official seal this 22nd day of October, 1990.

Patty J. Swaters
Notary Public in and for the
State of Washington, residing
at Richland



STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day personally appeared before me Thomas M. Logston and Sharon Grant to me known to be the president and secretary of Mowry Square Homeowner's Association, and acknowledged to me that they signed the foregoing amendments as their own free and voluntary act and deed.

GIVEN under my hand and official seal this 22nd day of October, 1990.

Patty J. Swaters
Notary Public in and for the
State of Washington, residing
at Richland



INDEXED BY *hpl*
CHECKED BY *hpl* NOV 19 11 23 AM '79

AMENDMENTS

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 387

The undersigned, representing 83% of the owners of MOWRY SQUARE, do hereby amend the Declaration recorded on the 4th day of August, 1966, under Auditor's file number 565070A, covering the following described real property situated in Benton County, Washington:

That portion of Lot 1 in Block 733 of Plat of Richland, as per plat recorded in Volumes 6 and 7 of Plats, records of Benton County, lying West of a line beginning at a point on the South line of said Lot which is 100 feet East of the southwest corner thereof and running thence North, at right angles to said South line, to intersect the North line of said Lot; EXCEPT the North 299.83 feet thereof; AND EXCEPT the following described tract: Beginning at the southwest corner of said Lot; thence Easterly along the Souty line thereof, 100 feet; thence North, at right angles to said South line, 230 feet; thence South 89° 12' 04" West to a point on the Westerly line of said Lot; thence Southerly, along said Westerly line, to the point of beginning; TOGETHER WITH an easement for road and utilities purposes over a strip of land 60 feet in width, the center line of which begins at a point on the South line of said Lot which is 130 feet East of the Southwest corner thereof and runs thence North, at angles to the South line of said Lot, to a point on the South line of the North 299.83 feet of said Lot.

The following numbered paragraphs of the Declaration are hereby amended to read as follows:

Subparagraphs (a), (b) and (c), as hereby set out, are added in their entirety to paragraph 8:

8. (a) Removal of property from provisions of horizontal property regimes act of the State of Washington.

- (1) All of the apartment owners may remove a property from the provisions of said act by an instrument to that effect duly recorded: Provided, That the mortgagees and holders of all liens affecting any of the apartments consent thereto or agree, in either case by instrument duly recorded, that their mortgages and liens be transferred to the percentage of the undivided interest of the apartment owner in the property as hereinafter provided:
- (2) Upon removal of the property from the provisions of said act, the property shall be deemed to be owned in common by the apartment owners. The undivided

interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of the undivided interest previously owned by such owners in the common areas and facilities.

8. (b) Transfer or division of the common areas:

The common areas and facilities may not be transferred or divided without approval of at least 66-2/3% of the mortgagees or homeowners.

8. (c) Destruction or damage to all or part of property -- Disposition:

IF, within ninety days of the date of damage or destruction to all or part of the property it is not determined by the apartment owners to repair, reconstruct, or rebuild in accordance with the original plan, or by a unanimous vote of all apartment owners to do otherwise, then and in that event:

- (1) The property shall be owned in common by the apartment owners;
- (2) The undivided interest in the property owned in common which appertains to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;
- (3) Any mortgages or liens affecting any of the apartments shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner in the property as provided herein; and
- (4) The property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund;

such fund shall be divided into separate shares one for each apartment owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property; then, after first paying out of the respective share of each apartment owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the property owned by such apartment owner, the balance remaining in each share shall then be distributed to each apartment owner respectively.

Subparagraph (d) of paragraph 11 shall be stricken and amended hereby to read as follows:

11. (a) Assessments for common expenses - Enforcement of collection - Liens and foreclosures - Liability of mortgagee or purchaser - Associations liability for notification to mortgagee, of delinquencies or loss or taking of the common areas:

- (1) The declaration may provide for the collection of all sums assessed by the association of apartment owners for the share of the common expenses chargeable to any apartment and the collection may be enforced in any manner provided in the declaration including but not limited to (a) ten days notice shall be given the delinquent apartment owner to the effect that unless such assessment is paid within ten days any or all utility services will be forthwith severed and shall remain severed until such assessment is paid, or (b) collection of such assessment may be made by such lawful method of enforcement, judicial or extra-judicial, as may be provided in the declaration and/or bylaws.
- (2) All sums assessed by the association of apartment owners but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens except only

(a) tax liens on the apartment in favor of any assessing unit and/or special district, and (b) all sums unpaid on all mortgages of record. Such lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the apartment owners, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment, if so provided in the bylaws, and the plaintiff in such foreclosures shall be entitled to the appointment of a receiver to collect the same. The manager or board of directors, acting on behalf of the apartment owners, shall have power, unless prohibited by the declaration, to bid in the apartment at foreclosure sale, and to acquire and hold; lease, mortgage and convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment, the period of redemption shall be eight months after the sale. Suit to recover any judgment for any unpaid common expenses shall be maintainable without foreclosing or waiving the liens securing the same.

- (3) Where the mortgagee of a mortgage of record or other purchaser of an apartment obtains possession of the apartment as a result of foreclosure of the mortgage, such possessor, his successors and assigns shall not be liable for the share of the common expenses or assessments by the association of apartment owners chargeable to such apartment which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such possessor, his successors and assigns.
- (4) Upon written request therefore, and for a period of three years (or such longer time as the Board may set) after such request, a vendor, mortgagee, or deed of trust beneficiary of any apartment shall be entitled to be sent a notice respecting delinquency in payment of dues by more than thirty days on

any apartment covered by his security instrument and/or any loss to or taking of the common elements of the condominium project if such loss taking exceeds \$10,000, until the request is withdrawn or the security right discharged. Such written request may be renewed an unlimited number of times.

Subparagraph (b) of paragraph 11 shall be amended by adding:

Foreclosures not Affected: In the event of any default on the part of any owner under any mortgage or deed of trust made in good faith and for value, which entitled the holder thereof to foreclose same, any sale upon such foreclosure or deed of trust, or any delivery of a deed to the mortgagee or beneficiary in lieu of such sale or foreclosure, shall be made free and clear of the provisions of Article 11 and the purchasers (or grantee under such deed in lieu of foreclosure) of such apartment shall be thereupon and thereafter subject to the provisions of this declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) or sale under deed of trust shall be the holder of the mortgage or the deed of trust beneficiary, or its nominee, the said holder or nominee may thereafter sell and convey the apartment free and clear of the provisions of Article 11 but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

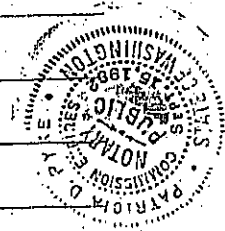
Transfer at Death not Affected: The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by Will, under a community property agreement, or to his heirs at law under intestate laws shall not be subject to the provisions of Article 11.

Subparagraph (d) as hereby set out is added in its entirety to paragraph 11:

Separate assessments and taxation. Each apartment and its undivided interest in the common areas and facilities shall be deemed to be a parcel and shall be subject to separate assessments and taxation by each assessing unit for all types of taxes authorized by law including but not limited to special ad valorem levies and special assessments. Neither the building, nor the property, nor any of the common areas and facilities shall be deemed to be a security or a parcel for any purpose.

DATED: This 19th day of November, 1979.

Harold C. Riches Jr.
Richard C. Roberts
James T. Johnson
Robert Miller
Harley Peter Pison
Jane A. Figg
J. J. Miller
Helen J. Bastin
Joseph C. ...
Mary Grace Schroeder
James Hughes
John J. ...
Charles H. M. ...



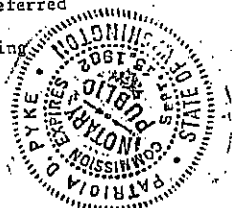
Jack C. Frazier
George S. Frazier

STATE OF WASHINGTON)
) SS.
County of Benton)

On this day personally appeared before me Harold C. Rieker, Jr.,
Richard C. Roberts, James T. Johnson, Blake E. Miller,
Harvey Preston Reiser, Jane H. Figg, J. J. Miller, Helen J. Bontin,
Joseph E. W. Skira, Mary Grace Schroeder, Jeannette Houghton,
John D. Hall, Charles H. McElroy, Jack A. Fisher, George S. Cummings.

to me known to be the members of the homeowners association referred
to herein, and acknowledged to me that they signed the foregoing
Amendments as their own free and voluntary act and deed.

GIVEN under my official hand and seal this 17th day of
November 1979.



Patricia D. Dyke
Notary Public in and for the State of
Washington, residing at Richland