



2006-041740

Pg: 1 of 7

12/21/2006 03:10P

KENNETH PERRINE

MISC

38.00 Benton County

Kenneth Perrine
560 Spengler # L
Richland, WA 99354

By-Laws of the Association of Apartment Owners of Rainier Square

Grantor: Rainier Square Homeowners Association

Grantee: Public of Benton County

Reference #: 91-8354

Attached:



BY-LA ^{vv} 3
OF THE ASSOCIATION OF APARTMENT OWNERS OF
RAINIER SQUARE

(Condominium Created Under the Laws of the State of Washington)

Article I.

IDENTIFICATION OF "PROPERTY" – APPLICATION OF BYLAWS

Section 1. The Condominium "Property" is as follows:

That certain real property located in Benton County, Washington, described in Schedule "A" to the Restated Condominium Declaration for Rainier Square filed in the office of the Auditor of Benton County, Washington, on the _____ day of _____ under Auditor File No. _____.

The term "Property" includes the entire development, including land, separate apartments, and common property. The property is known as 560 Spengler Road, Richland, Washington.

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

ARTICLE II.

BOARD OF DIRECTORS/OFFICERS

Section 1. Administration of the Association shall be by a board of three (3) directors elected from among the Rainier Square homeowners. This board shall elect officers as a president, vice-president, secretary and treasurer from among its members. Alternatively, the Board may appoint the treasurer from other homeowners.

Section 2. Special meetings of the Board of Directors may be called by any director on three days' notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

Section 3. A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 4. Directors are elected annually and, after the 1990 term, serve two-year terms, provided in 1991 two directors shall serve a one-year term so that two-year terms are thereafter staggered.

Section 5. No director-officer shall receive compensation for serving as a director-officer.

Section 6. 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 the owners' association and keep such books and records as may be necessary and appropriate for the records of the association and its board.

All correspondence pertaining to condominium business shall be signed by the president.

Section 7. The treasurer shall maintain a bank account for the funds of the owners' association 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 8. The directors of the owners' association shall be annually elected by and removed and replaced by, a majority vote of the homeowners. The Board of Directors may, through their discretion, require that officers be subjected to fidelity bond coverage in favor of the owners' association. Should a director be removed or resign, volunteers from among homeowners will be sought to complete the unexpired term. A special election of homeowners will be held, with the candidate receiving the majority of votes elected to fill the unexpired term.

ARTICLE III. OWNERS' MEETINGS

Section 1. There shall be an annual meeting of the owners in the first quarter of each year at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented an audited report of the common expenses, receipts and disbursements for the preceding calendar year, and the estimated common expenses for the coming calendar year. The Board at any time, or twenty percent (four or more) of the owners by written request, may require an audit of the books of the Association.

Section 2. Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the Act or of these bylaws require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the president or secretary of the Board and the Association or by any two owners, to be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time, and place of the meeting, and in general the matters to be considered.

Section 3. Any notice permitted or required to be delivered under the provisions of the Declaration or by the By-Laws may be delivered either personally or by mail. Notice to the owner or owners of any apartment shall be sufficient if mailed to the apartment of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled.

Mailing addresses may be changed from time to time by notice in writing to the Board.

Section 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, mortgage, or deed of trust beneficiary of any apartment shall be entitled to be sent a copy of any notices respecting the apartment covered by his security instrument until the request is withdrawn or the security right discharged. Such written request may be renewed an unlimited number of times.

Section 5. A majority of owners present in person or by proxy shall constitute a quorum for the purpose of conducting any authorized business at an owners' meeting.

ARTICLE IV.
USE RESTRICTIONS AFFECTING OWNERS

Section 1. No advertising material shall be posted or commercial use made of or within the property, nor shall nuisance or offensive or noxious use be made or suffered in respect of the property or the individual apartment units. However, if a home business may be carried on under applicable zoning laws, such business may be carried on in one of the units hereof if not contrary to any other provisions of these By-Laws.

Section 2. No owner or occupant shall obstruct or interfere with the proper use and enjoyment of other parties of the common areas of the property.

In the event of conflict in desire of use or common area (e.g., scheduling of use of recreation area) priority shall be determined by the Board of Directors.

Common drives and walks shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

Section 3. Each owner or occupant of an 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 4. No bicycles, scooters, baby carriages, or similar vehicles shall be allowed to stand in the common areas of courts of the buildings.

Section 5. No owners shall make or permit any noises that will disturb or annoy the occupants of the buildings or do or permit anything to be done therein which will interfere with the right, comforts, or convenience of other owners.

Section 6. Each owner shall keep such owner's apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows therefrom any dirt or other substances.

Section 7. No shades, awnings, window guards, fans, ventilators, satellite dishes, or any other object shall be mounted or exposed on or at any window or other part of the buildings except such as shall have been approved in writing by the Board of Directors.

Section 8. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the buildings, except such as shall have been approved in writing by the Board of Directors, nor shall anything be projected out of the window of the buildings without similar approval.

Section 9. Wet garbage and refuse from the apartments shall be deposited in unit owner's sanitary receptacles.

Section 10. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, papers, ashes, or other articles be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the owner in whose apartment it shall have been caused.

Section 11. The owners shall restrict the use of vehicle horns on and around the property.

Section 12. Use of all parking areas may be regulated.

The parking spaces in the property area are restricted to use for the parking of passenger motor vehicles. Certain types of vehicles, trailers and equipment, including but not limited to the following: motor homes, trucks with campers, mobile homes, house trailers, boats, trucks or one ton or more capacity, inoperative vehicles, and any unsightly vehicles or equipment shall not be stored or parked on the parking spaces or anywhere else on the property.

From time to time, the Board may authorize (in writing) that certain non-qualifying vehicles be allowed parking privileges for some limited and specified time. The Board may deem such vehicles to be exceptions and suitable for onsite parking for reasons such as small size and passenger-car-like appearance of the vehicles. Such authorization may be withdrawn by the Board at any time and shall in no way be construed to allow other similar vehicles to be parked on the property without the approval of the Board.

An owner must not permit his guest, subtenants, or members of his family to use parking spaces assigned to other owners.

No vehicle belonging to any owner or to a member of the family or guest, subtenant or employee of any owner shall be parked in such a manner as to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees, and families shall obey the parking regulations posted at the parking areas and drives and any other traffic regulations promulgated in the future for the safety, convenience, and comfort of the owners.

The Board may require the removal of any improperly parked or stored vehicle or equipment and may require removal of any inoperative vehicle, or any unsightly vehicle, and any other equipment or item improperly stored. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof.

Section 13. Water shall not be left running any unreasonable or unnecessary length of time.

Section 14. No owner shall interfere in any manner with any portion of the lighting apparatus in or about the common buildings.

Section 15. No owner shall use or permit to be brought into the buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosive or articles deemed extra-hazardous to life, limb, or property without in each case obtaining written consent of the Board of Directors.

Section 16. No owner shall do any painting of the exterior of the buildings.

Section 17. Two (2) pets per apartment unit is the maximum allowed. Pets shall be under the control of the home owner at all times within the confines of the property. Pet refuse must be picked up by the owner.

The Board may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

Section 18. No noxious or offensive activity shall be carried on in any apartment or common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

Section 19. Charcoal barbecues shall not be used on the second floor decks of any condominium unit.

Section 20. Pursuant to authority granted in Article IV of the Restated Condominium Declarations for Rainier Square, individual apartment owners are charged with responsibility for the care, maintenance and control of all windows, doors, screens, window screens, storm windows, planter boxes, and air conditioning units directly abutting and associated with their individual apartments. Individual apartment owners are also charged with responsibility for the interior of their units including but not limited to wall coverings including paint and wallpaper, floor coverings including carpeting, vinyl and tile, all fixtures including lighting, electrical and plumbing, appliances including those built-in, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security and housekeeping, all cabinets and countertops, mirrors, doors and shelves. Individual apartment owners are also charged with responsibility for all personal property owned by an apartment owner. In furtherance of this responsibility, homeowners are required to provide insurance coverage for these areas. The Association will provide insurance coverage for all other common areas and facilities except as set forth in this Article IV.

Section 21. In the event the Board of Directors determines that there is a violation by an owner or owners of any of the provisions of this Article IV, then and in that event, the Board of Directors or its authorized representatives shall request in writing such owner or owners to cease and desist. Should such violation continues after the giving of the required notice, the Board of Directors shall be entitled to commence an action in the Superior Court in and for the County of Benton, seeking injunctive relief, and the prevailing party in such action shall be entitled to its reasonable attorney fees and costs.

ARTICLE V.
ASSESSMENT FOR COMMON EXPENSES

Section 1. The Board of Directors may levy reasonable fines for late payment of assessments. Assessments which are paid late shall include, as a minimum, 12% interest, compounded monthly.

Section 2. Regular monthly dues (assessments) are due the first day of each month. Dues are considered late after the 10th of each month at which time a late fee of \$10 is charged. Thereafter, 12% a year interest is charged for any money owing to the association. For new home owners, three months dues, in advance, are required. Advance dues are held by the association until such time as the unit is sold and advance dues are received from the new owner.

Section 3. Any portion of a special assessment which can be identified specifically for the maintenance or upgrade of the 19 parking spaces shall not be levied against the owner of unit M.

ARTICLE VI.
SALE, RENT, OR LEASE OF UNIT

In the event any owner of an apartment shall wish to sell, rent, or lease the same, the board shall be notified in writing of this contemplated action. Once the owner has received any bona fide offer from a prospective purchaser, or tenant, the Board shall be given written notice of all terms thereof, together with the name and address of the contemplated lessee, renter, or purchaser. This information is to be supplied to the Board to track and protect Rainier Square property values and owners' investments. It is a courtesy to the other homeowners and helps prevent misunderstandings. Selling and rentals may impact Rainier Square Home Owners Association budget; therefore notification is necessary for the allocation of monies. Notice to the Board of intent to rent or lease is also required because the maximum number of rental or leased apartments permitted during any given period is four (4). The Board shall allow up to four (4) and no more than four (4) apartments to be rented or leased at any one time. Rentals by owners or their agents for periods of less than (90) days shall not be allowed. No renter shall be permitted to sublease a unit. Additionally, rentals and leases are restricted to families or persons with no children under the age of twelve (12) and no pets. One (1) or at most, two (2) children twelve or older are permitted. In the case that more than four (4) homeowners desire to rent their units, the Board shall set up an equitable annual rotation of rental rights amongst the interested homeowners.

ARTICLE VII.
AMENDMENTS

These bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (60%) (twelve) of the owners.

Dated at Richland, Washington, this _____ day of _____

Rainier Square Homeowners' Association
560 Spengler Road, Richland, WA 99354

By: _____
PRESIDENT

By: Jennie Fenton
SECRETARY