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**RESTATED
CONDOMINIUM DECLARATIONS
FOR
RAINIER SQUARE**

BENTON COUNTY, WASH.
BENTON COUNTY AUDITOR

The purpose of these restated condominium declarations is to combine and collect in one instrument all declarations and amendments applicable to Rainier Square Condominiums. Accordingly, these Restated Condominium Declarations for Rainier Square supersede all prior recordings with respect to the Property (as hereafter defined) except the Survey Map and Plans recorded in Volume 1 of Condominium, Page 26, and filed under Benton County Auditor's No. 861537, which by this reference is incorporated herein.

ARTICLE I

Definitions

Section 1.1 The Act. The term "Act" refers to RCW 64.32 together with those portions of RCW 64.34 applicable to projects in existence prior to July 1, 1990.

Section 1.2 Apartment. The term "Apartment" means a part of the property intended for any type of independent use, including one or more rooms or spaces located on one or more floors (or part or parts thereof) in a building, and which has a direct exit to a public street or highway, or to a common area leading to such street or highway. The boundaries of an apartment located in a building are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the apartment includes both the portions of the building so described and the air space so encompassed.

Section 1.3 Apartment Owner. The term "Apartment owner" means the person or persons owning an apartment, as herein defined, in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in this state, together with an undivided interest in a like estate of the common areas and facilities in the percentage specified and established in the declaration as duly recorded or as it may be lawfully amended. Apartment owner includes a contract purchaser.

Section 1.4 Association of Apartment Owners. The term "Association of apartment owners" means all of the apartment owners acting as a group in accordance with the bylaws and with the declaration as it is duly recorded or as they may be lawfully amended.

Section 1.5 Board. The term "Board" shall mean the lawfully elected Board of Directors for the Association of Rainier Square Homeowners.

Section 1.6 Building. The term "Building" means a building containing two or more apartments, or two or more buildings each

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containing one or more apartments, and comprising a part of the property.

Section 1.7 Common Expenses. "Common expenses" include:

(a) All sums lawfully assessed against the apartment owners by the association of apartment owners;

(b) Expenses of administration, maintenance, repair, or replacement of the common areas and facilities;

(c) Expenses agreed upon as common expenses by the association of apartment owners, including reserve accounts;

(d) Expenses declared common expenses by the provisions of this chapter, or by the declaration as it is duly recorded, or by the bylaws, or as they may be lawfully amended.

Section 1.8 Land. The term "Land" means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock, or other substance, whether or not submerged, and includes free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of this state or of the United States.

Section 1.9 Owner. The term "Owner" means apartment owner.

Section 1.10 Person. The term "Person" includes any individual, corporation, partnership, association, trustee, or other legal entity.

Section 1.11 Property. The term "Property" means the land, the building, all improvements and structures thereon, all owned in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased, or possessed in this state, and all easements, rights and appurtenances belonging thereto, none of which shall be considered as a security or security interest, and all articles of personalty intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this chapter.

ARTICLE II

Statement of Intention and Purpose

Section 2.1 Declaration. These Declarations and the covenants and restrictions herein contained, together with the Survey Map, shall be binding upon all individuals acquiring an interest by sale, lease, security agreement, or otherwise in the Property.

ARTICLE III

Description of Property

Section 3.1 Description of Land. The land area to which this Declaration pertains is situated within Benton County, Washington, and is described in Schedule "A" attached and by this reference incorporated herein as if fully set forth in this paragraph.

Section 3.2 Description of Buildings. There are four (4) two-story buildings constructed upon the site consisting of 20 residential apartments. Five apartments are located in each building. The buildings are constructed of wood frame and sheetrock with painted exterior siding.

The residence buildings constructed on the site are as shown on the survey map and building plans filed pursuant to law. The apartments are situated in the residence buildings as follows:

| <u>Building</u> | <u>Apartments (Inclusive)</u> |
|-----------------|----------------------------------|
| A | 1-4 (two-level), 5 (upper level) |
| B | 1-4 (two-level), 5 (upper level) |
| C | 1-4 (two-level), 5 (upper level) |
| D | 1-4 (two-level), 5 (upper level) |

Section 3.3 Description of the Apartments. The apartments are classified according to type as follows:

Type A: Two story in height containing two bedrooms and one and one-half bath-rooms with a total of six rooms, plus two baths.

Type B: Two story in height containing three bedrooms and two and one-half bathrooms with a total of seven rooms, plus the baths.

Type C: One story in height containing one bedroom and one bathroom with a total of four rooms, plus one bath.

Following is a description of each apartment:

Building AApartment 1:

- (a) Approximate area: 1343 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 2:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace type: zero clearance
- (d) Access to common area: Through Apartment main entry door, through dining room door and through garage door.

Apartment 3:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 4:

- (a) Approximate area: 1604 square feet plus 220 square feet of attached garage.
- (b) Room arrangement: Type B - 2 story - 3 bedroom
- (c) Fireplace type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 5:

- (a) Approximate area: 971 square feet plus 220 square feet of attached garage.
- (b) Room arrangement: Type C - 1 Story - 1 bedroom
- (c) Fireplace: zero clearance
- (d) Access to common area: Down one flight of stairs and out through apartment main entry door and through garage.

Building BApartment 1:

- (a) Approximate area: 1343 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 2:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 3:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 4:

- (a) Approximate area: 1604 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type B - 2 story - 3 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 5:

- (a) Approximate area: 971 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type C - 1 story - 1 bedroom
- (c) Fireplace: zero clearance
- (d) Access to common area: Down one flight of stairs and out through apartment main entry door and through garage door.

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- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

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- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 4:

- (a) Approximate area: 1604 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type B - 2 story - 3 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 5:

- (a) Approximate area: 971 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type C - 1 story - 1 bedroom
- (c) Fireplace: zero clearance
- (d) Access to common area: Down one flight of stairs and out through apartment main entry door and through garage door.

Building DApartment 1:

- (a) Approximate area: 1343 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 2:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 3:

- (a) Approximate area: 1249 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type A - 2 story - 2 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through dining room door and through garage door.

Apartment 4:

- (a) Approximate area: 1604 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type B - 2 story - 3 bedroom
- (c) Fireplace Type: zero clearance
- (d) Access to common area: Through apartment main entry door, through kitchen door and through garage door.

Apartment 5:

- (a) Approximate area: 971 square feet plus 220 square feet of attached garage.
- (b) Room Arrangement: Type C - 1 story - 1 bedroom
- (c) Fireplace: zero clearance
- (d) Access to common area: Down one flight of stairs and out through apartment main entry door and through garage door.

ARTICLE IV

Description of Common Areas - Limited Common Areas

Section 4.1 Description of Common Areas and Facilities: Certain Items May be made Owner's Responsibility: The common areas and facilities consist of those specified in the Act, as well as the following:

- a. The land above described.
- b. The roofs, foundations, studding, joists, beams, supports, main walls (excluding only non-bearing interior partitions of apartment, if any) pipes, conduits, and wires, where they may be located whether in partitions or otherwise, and any awnings and all other structural parts of the buildings, to the interior surfaces of the apartments' perimeter walls, floors, ceilings, windows, and doors: That is, to the boundaries of the apartments as the boundaries as described in Article I, Section 1.2.
- c. The roadways and driving areas which provide access to the limited common areas for parking and to the apartments, and any guest parking or other parking areas not assigned to apartments.
- d. The swimming pool, lawns, landscaped areas, and walkways which surround and provide access to the buildings or are used for recreational purposes.

Certain items which could ordinarily be considered common areas such as but not limited to screen doors, window screens, awnings, storm windows, plant boxes, and the like, may, pursuant to decision of the owners and by specification in the by-laws or administrative rules, be designated as items to be furnished and maintained by apartment owners at their individual expense, in good order, according to standard requirements set by the Board by rule, regulation or By-Laws. This section also applies to air conditioning units.

Section 4.2 Description of Limited Common Areas: Easements for Exclusive Use Reserved for Certain Apartments: The limited common areas and facilities are common areas reserved for the exclusive use of the apartment to which they are adjacent or assigned and consist of:

- a. The patios or balcony areas adjacent to each apartment and attached garage for each apartment.
- b. The parking spaces assigned to each apartment will be considered limited common areas: the exclusive right to the use thereof shall be reserved to the apartments to which such parking spaces are assigned as hereinafter provided.
- c. Nineteen (19) individual parking spaces have been assigned to 19 of the 20 condominium units by the declarant. Apartment units A

through L and N through T are assigned parking spaces as designated in Attachment C of the Declaration. Unit M, as originally established by the declarant, does not have a parking space.

ARTICLE V

Value and Percentage of Undivided Interest:

The stated value of the entire property at the time original declarations were recorded was \$1,242,960.00. Values and percentages of interest are expressed in Schedule "B" attached and by this reference incorporated in this paragraph as if fully set forth herein. The value of each apartment includes the percentage of undivided interest in the common and limited common areas appertaining thereto. The values are scheduled to establish the percentages required by the Act and do not reflect, necessarily, the amount for which an apartment may be sold. The percentage interest is not used for voting purposes. See Article VIII.

ARTICLE VI

Use - Regulation of Uses - Architectural Uniformity

Section 6.1 Use: The apartments shall be used for single family residential purposes only, on an ownership, rental, or lease basis, and for the common social, recreational, or other reasonable uses normally incident to such uses, and also for such additional uses or purposes as are from time to time determined appropriate by the Board of the Association of Owners. Apartments may be used for the purposes of operating the Association of Owners and for the management of the condominium if required.

Section 6.2 Maintenance of Apartments and Limited Common Areas. Each apartment owner shall, at his sole expense, keep the interior of his apartment and its equipment, appliances, and appurtenances in good order, condition, and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his apartment. Each owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures or appliances which may be in or connected with his apartment. Limited common areas, although the use thereof may be regulated under provisions of this Declaration or by the By-Laws of rules, are for the sole and exclusive use of the apartments for which they are reserved. Apartment owners will be responsible for care and maintenance of any patios or decks adjacent to their apartments and their assigned parking, as well as other limited common areas assigned to their apartments. Owners may not, however, modify, paint or otherwise decorate, or in any way alter their respective limited common areas without prior approval of the Board.

Section 6.3 Exterior Maintenance: In order to preserve a uniform exterior appearance to the buildings, the Board may require and provide for the painting of the buildings, patios, or decks and prescribe the type and color of paint, and may prohibit, require, or regulate any modification or decoration of the buildings, patios, or decks undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each apartment and apartment building. The Board may also require use of a uniform color of draperies, under draperies, or drapery lining for all apartments.

Section 6.4 Entry for Repairs: The Board and its agents or employees may enter any apartment when necessary in connection with any maintenance, landscaping, or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by the owner of the apartment entered, in which case the cost shall be specifically assessed to the unit entered) or for the purpose of maintenance or repair to common or limited common areas where the repairs were undertaken by or under the direction or authority of the Board. If the repairs or maintenance were necessitated by or for the apartment entered or its owners, or requested by its owners, the costs thereof shall be specially assessed to such apartment.

Section 6.5 Limitations on Use: Nothing shall be done or kept in any apartment or in the common area which will increase the rate of insurance on the common area or apartments without the prior written consent of the Board. No owner shall permit any thing to be done or kept in his apartment in the common areas which will result in the cancellation of insurance on any apartment or any part of the common areas, or which would be in violation of any law.

Section 6.6 Alterations Common Areas: Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Board and after procedures required herein or by law.

Section 6.7 Further Regulations of Use: Use and enjoyment of the property, buildings, and apartments subject to these declarations may be further regulated by By-laws and Regulations adopted from time to time by the Board of the Owners Association or in accordance with Article VIII below.

ARTICLE VII

Service of Process

Section 7.1 Registered Agent: Karolyn Friday of 560 "O" Spengler Road, Richland, Washington, is the person upon whom process may be served as provided for in the Act. Service or process for the purposes provided in the Act may also be made upon the president of the Association. The Board of the Owners Association may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purposes of making such change, and such amendment need only be signed and acknowledged by the then President of the Association of Owners.

ARTICLE VIII

Administration of Property

Section 8.1 Owner's Association: The Owner's Association shall be responsible for administration of the property subject to these Declarations. Members of the Owner's Association shall select a Board of Directors who shall have responsibility for adopting By-laws, and governing affairs of the Association and containing all the rules and regulations governing use of Property.

Section 8.2 Membership - Owner's Association: All Owners of apartments shall constitute the Association of Owners.

Section 8.3 Multiple Ownership: If a person, partnership, or corporation owns more than one apartment, he or it shall have the votes for each apartment owned. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgage or beneficiary of a deed of trust under a duly recorded mortgage or deed of trust, or to the vendor under a duly recorded real estate contract, only the vote of such mortgagee, beneficiary, or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the board.

Section 8.4 Total Votes: The total voting power of all owners shall be 20 votes, one vote available to owners of any one apartment.

ARTICLE IX

The Board of Directors

Section 9.1 Authority of Boards: The Board for the benefit of the condominium and the owners shall enforce the provisions of this Declaration and of the By-Laws. It shall have all powers and authority permitted to the Board under the Act and the Declaration, and shall acquire and shall pay for out of the common expense fund

hereinafter provided for, all goods and services requisite for the proper functioning of the condominium, including but not limited to the following:

- (a) The payment of water, sewer, garbage collection, electrical, telephone, gas, and any other necessary utility service as required for the common area. (If one or more apartments or the common areas are not separately metered, the utility service may be paid as common expense, and the Board may by reasonable formula allocate a portion of such expense to each such apartment involved as a portion of its common expense).
- (b) The procurement of policies of insurance or bonds providing coverage for fire and other hazard, liability for personal injury and property damage, and for fidelity of association officers and other employees, as the same are more fully required hereafter and in the By-Laws.
- (c) The employment of persons or firms as required to properly manage the affairs of the condominium to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the common area, whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.
- (d) The employment of legal and accounting services necessary or proper in the operation of the Association affairs, administration of the common area, or the enforcement of this Declaration.
- (e) The painting, maintenance, repair, and all landscaping and gardening work for the common area, and such furnishings and equipment for the common area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common area: provided, however, that the interior surfaces of each unit shall be painted, maintained, and repaired by the owners thereof, all such maintenance to be at the sole cost and expense of the particular owner.
- (f) The furnishing of any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of this Declaration; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular apartments or their owners, the cost thereof shall be specifically assessed to the owner of such apartments.
- (g) The maintenance and repair of any apartment, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the common area or preserve

the appearance and value of the condominium development, and the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board, the Board may then levy an assessment against the apartment of such owner or owners for the cost of such maintenance or repair.

(h) The payment of any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the common areas, rather than merely against the interest therein of particular owners. (Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the owners and the apartment responsible to the extent of their responsibility.)

Section 9.2 Limitation of Board Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors, or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort from any action taken to comply with any law, ordinance, or orders of a governmental authority. This exemption and limitation of liability extends to the entire association as well as the board. This section shall not be interpreted to impose any form of liability by any implication upon the Board or the Association.

Section 9.3 Indemnification of Board Members: Each member of the Board shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or it may be a party or in which he or it may become involved, by reason of being or having been a member of the Board, or any settlement thereof, whether or not he is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein the member of the Board is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties: provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association of Apartment Owners.

ARTICLE X

Common Expenses: Establishment, Assessment

Section 10.1 Assessments: Within the thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year, and may include a reasonable provision for contingencies and replacement and acquisition and operating reserves, less any expected income and less any surplus available from the prior year's operating fund. Said estimated requirement shall be assessed to apartments and parking and owners thereof in equal amounts to each owner. The Board may also approve an additional incremental monthly charge against those owners not actively participating in common area maintenance and upkeep, such amount to be established prior to the beginning of each calendar year. If the sum estimated and budgeted at any time proves inadequate for any reason, including special maintenance or repair charges or nonpayment of the owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners pursuant to the percentage of ownership set forth in the Declaration or in equal amounts to each owner as deemed appropriate by the Board. Each owner shall be obligated to pay assessments made pursuant to this paragraph to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate, and any unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum from due date until paid. The budget may be reviewed and revised by the membership at any annual meeting, or any special meeting called for such purpose, but if not so reviewed or if no change is made, shall be deemed approved.

Section 10.2 Use of Funds: All funds collected hereunder shall be expended for the purposes designated in this Declaration.

Section 10.3 Separate Accounts: The Board shall require that the Association maintain a separate account for current operations and reserves and a special separate reserve account for payment of insurance. Each month the Board shall first deposit to the insurance reserve account that portion of the common expenses assessment necessary to pay at least one twelfth of the total cost of all of the insurance policies provided regarding the condominium and such insurance reserve account shall be held separately and inviolate until utilized for payment of insurance premiums. Thereafter, the remainder of the common expenses collected may be utilized for payment of other expenses or deposited or credited to other accounts.

Section 10.4 Failure to Assess: The omission by the Board or the Association before the expiration of any year to fix the estimate and assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent

year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 10.5 Records: The Board shall cause to be kept detailed, accurate records in the form established by the Association's accountant of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the common area and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner at convenient hours of the week days.

Section 10.6 Lien for Assessments: Each monthly assessment and each special assessment shall be joint and several personal debts and obligations of the owner or owners and contract purchasers of apartments for which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to the owner and/or purchaser of any apartment and the apartment and its parking spaces, plus interest at the legal rate, and costs, including reasonable attorney's fees, shall be a lien upon such apartment and parking space and the exclusive use thereof.

The said lien for payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except that such priority shall be limited as provided by law. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same.

Section 10.7 Certification by Officer: A certificate executed and acknowledged by the treasurer or the president of the Board or an authorized agent thereof if neither the president or the treasurer is available, stating the indebtedness for assessments or lack thereof secured by the assessment lien upon any apartment shall be conclusive upon the Board and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer of an apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on an apartment may pay any unpaid common expenses payable with respect to such apartment unit and upon such payment encumbrancer shall have a lien on such apartment for the amounts paid of the same rank as the lien of this encumbrance.

Section 10.8 Security Deposit: An apartment owner may be required, by the Board of the Association of Apartment Owners or by Managing Agent, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to such owner, and resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other assessments.

Section 10.9 Foreclosure of Assessment Lien: The Declarant, Manager, or Board of Directors on behalf of the Association of Apartment Owners may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for nonpayment of delinquent assessments, any judgment rendered against the owners of such apartment in favor of the Association of Apartment Owners shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

Section 10.10 Rental During Foreclosure: From the time of commencement of any action to foreclose a lien against an apartment for nonpayment of delinquent assessments, the owner or purchaser of such apartment shall pay to the Association of Apartment Owners the reasonable rental value of the apartment to be fixed by the Board of Directors of the Association of Apartment Owners, and the plaintiff in any such foreclosure shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the apartment, refurbish it for rental up to a reasonable standard for rental units in this type of building, rent the apartment or permit its rental to others, and apply rents first to costs of the receivership and attorney's fees thereof, then to costs of refurbishing the apartment, then to costs, fees, and charges of the foreclosure action, then to the payment of the delinquent assessment charges.

If the apartment is rented by its owner, the Board may collect and the tenant or lessee shall pay over to the Board so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the owners or purchaser and the apartment under this Declaration for assessments, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

Section 10.11 Termination of Utility Service: In addition to and not by way of limitation upon other methods of collection and assessment, the Board of the Association of Apartment Owners shall have the right, after having given ten (10) days' notice to any apartment owner who is delinquent in paying his assessments, to cut off any or all utility services to the delinquent owner's apartment until such assessments are paid.

Section 10.12 Available Remedies: The remedies provided are cumulative, and the Board may pursue them concurrently as well as any other remedies which may be advisable under law although not expressed herein.

Section 10.13 Mortgage Protection: Notwithstanding all other provisions hereof, the liens created under this Declaration upon any apartment for assessments shall be subject to the provisions of R.C.W. 64.32.200 in their effect upon the rights of the holder of any indebtedness secured by mortgages or deeds of trust upon the apartment made in good faith and for value.

Section 10.14 Non-Waiver: The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration of the ByLaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an owner with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall not be deemed to have been made unless expressed in writing and signed for the Board.

ARTICLE XI

Insurance - Damage - Destruction - Reconstruction

Section 11.1 Fire and Hazard Insurance: The Board shall obtain and maintain at all times insurance against loss to the property from fire and other damage. The insurance shall be the type and kind and in at least the amount provided for in the By-Laws, and may also provide coverage for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium developments similar in construction, design, and use. The insurance policies shall insofar as reasonably possible be governed by the minimum provisions set forth in the By-Laws, and such insurance shall be on a master policy basis covering the entire condominium development.

Section 11.2 Additional Insurance by Owner: Each owner may obtain additional insurance respecting his apartment as contemplated under R.C.W. 64.32.220 and 64.32.010 (1) at his own expense: no owner shall, however, be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy which the Board may have in force on the condominium at any particular time. Each owner is required to, and agrees, to notify the Board of all improvements by the owner to his apartment the value of which is in excess of One Thousand Dollars (\$1,000.00). Any owner who obtains individual insurance policies covering any portion of the condominium other than personal property belonging to such owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchaser of such insurance, and the Board

shall immediately review its effect with the Board's Insurance broker, agent or carrier.

Section 11.3 Application of Insurance Proceeds: In case of fire, or other occurrence covered by the insurance policies, causing any damage or destruction to any apartment or common or limited common areas, the insurance proceeds shall be applied toward the reconstruction of the buildings damaged. Reconstruction, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire or other occurrence, with each apartment and the common areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made. Such reconstruction shall be accomplished by the Board, and the Board shall have the authority to employ an architect, advertise for bids, and let contracts to contractors and others as required to effect the reconstruction. The Board may authorize the insurance company to proceed with the reconstruction upon satisfaction of the Board that such reconstruction will be appropriately carried out.

Section 11.4 Insufficient Insurance: If the insurance proceeds are insufficient to repair or reconstruct the building or buildings, damage to or destruction of the buildings shall nevertheless be promptly repaired and restored by the Board, utilizing available insurance funds, and all apartment owners shall be liable for assessment for any deficiency as a common expense.

Section 11.5 Waiver of Requirements: A unanimous decision of the apartment owners will be required to avoid the provisions of this section and determine not to reconstruct the buildings. In the event of a decision not to reconstruct, the Board may nevertheless expend such of the insurance proceeds or common funds as may be necessary to remove the remains of buildings or place the site in such conditions as the Board may determine is necessary to reasonably protect the owner from liability from the condition of the site, and the funds shall thereafter be held and distributed as provided by statute.

Section 11.6 Insurance Trustee: The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as Insurance Trustee to adjust and settle any claim for such loss in excess of \$50,000.00, or for such firm or institution to collect the insurance proceeds and carry out the provisions of this section.

ARTICLE XII

Enforcement, Association Property, Easements, Interpretation

Section 12.1 Compliance Required Enforcement: Each owner shall comply strictly with the provisions of this Declaration and with the By-Laws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time and with all

decisions adopted pursuant to this Declaration and the By-Laws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the owners, or by an aggrieved owner on his own.

Section 12.2 Association Property: The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the owners in the same proportion as their respective interests in the common areas, and such property shall thereafter be held, sold, leased, rented, mortgaged, or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire real property or personal property valued in excess of One Thousand Dollars (\$1,000.00) by lease or purchase except upon a majority vote of the apartment owners.

The Board in its discretion may borrow money to finance the acquisition of an apartment or interest therein, which acquisition is authorized by this section: provided, however, that no financing may be secured by an encumbrance of any portion of the property other than the apartment or interest therein to be acquired.

It is intended that in addition to rights under the statute, each apartment has an easement in and through the common area for all support elements and utility, wiring, heat, and/or service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this condominium plan.

ARTICLE XIII

Subdividing or Combining

Subdivision and/or combining of any apartment or apartments, common areas and facilities, or limited common areas and facilities, are authorized only as follows: Any owner of any apartment or apartments may propose any subdividing and/or combining of an apartment, apartments, or common areas or limited common areas in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to the Declaration, survey map, and plans covering such subdividing or combining, to all other apartment owners. Upon written approval of such proposal and signature of the amendment to the Declaration by all other owners, the owner making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other apartments or common areas or reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the survey map, if any, and the changes in the plans and Declaration

shall be placed of record as amendments to the survey map, plans, and Declaration of Condominium.

ARTICLE XIV

Amendments

Section 14.1 Amendments to Declaration: Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, notice of any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Apartment Owners Association. Amendments may be adopted at a meeting of the owners if sixty-seven percent (67%) of the owners vote for such amendment, or without any meeting if all owners have been duly notified and sixty-seven percent (67%) of the owners consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the president of the Board of the Association of Apartment Owners and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the appropriate governmental offices. Any decision changing the values and percentage of interest expressed herein, except as provided herein, shall require the unanimous consent of the apartment owners and their mortgagees. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions, and restrictions contained herein which may be affected and any or all clauses of this Declaration or survey map and plans unless otherwise specifically provided in the section being amended or the amendment itself.

Section 14.2 Amendment of Survey Map and Plans: Except as otherwise provided herein, the survey map and plans may be amended by revised versions or revised portions thereof referred to and described as to effect an amendment to the Declaration adopted as provided for herein. Copies of any such proposed amendment to the survey map and plans shall be made available for the examination of every owner. Such amendment to the survey map and plans shall also be effective, once properly adopted, upon recording in the appropriate county office in conjunction with the Declaration amendment.

Section 14.3 Failure to Act and Termination. It is further specifically covenanted that any decision or failure to act by the owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property from the provisions of the Act, shall, if such decision or failure to act is sufficient as respects horizontal property regimes under the Act, also terminate and discontinue the effect of any or all of the covenants, conditions, and restrictions set forth herein and all provisions of the survey map and plans unless other

specific provision is made by recorded amendments to the Declaration, and if required, to the survey map and plans.

ARTICLE XV

Miscellaneous

Section 15.1 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act or as covenants affect the common plan.

THIS RESTATED DECLARATIONS are executed on this 16 day of May, 1991.

DECLARANT:
RAINIER SQUARE HOMEOWNERS ASSOCIATION

By: Victor F. Hubbard

By: Linda L. Kopp

STATE OF WASHINGTON)

:SS.

COUNTY OF BENTON

On this 16th day of MAY, 1991, before me personally appeared Victor F. Hubbard and Linda L. Kopp, to me known to be the president and secretary of the Association that executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, and on oath stated that they were authorized to execute said instrument.

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

Walter Woodruff
Notary Public in and for the State
of Washington, residing at 1204 1st Ave SW
My Commission Expires: July 1991



SCHEDULE "A"**LEGAL DESCRIPTION**

In the County of Benton, State of Washington:

That portion of the Southwest Quarter of Northeast Quarter of Southwest Quarter of Section 26, Township 10 North, Range 28 East, W.M., as follows:

Commencing at South Quarter corner of said Section 26; Thence North 1 degree 24' 14" East along the North-South midsection line of said Section 26, a distance of said Section 26; Thence South 89 degrees 00' 59" West along South boundary of Northeast Quarter of Southwest Quarter of said Section 26, a distance of 940.81 feet to true point of beginning; thence North 1 degree 24' 14" East 270.20 feet; thence North 89 degrees 00' 59" East 200.17 feet; thence South 1 degree 24' 14" West 270.20 feet to South boundary of Northeast Quarter of Southwest Quarter of said Section 26; thence South 89 degrees 00' 59" West along said South boundary a distance of 200.17 feet to true point of beginning, EXCEPT any portion thereof which lies within Spengler Road right of way.

SCHEDULE "B"

SCHEDULE OF VALUES AND PERCENTAGES OF INTEREST

| <u>BUILDING</u> | <u>APARTMENT NUMBER</u> | <u>APARTMENT TYPE</u> | <u>AREA IN SQUARE FEET</u> | <u>PERCENTAGE OF UNDIVIDED INT.</u> |
|-----------------|-----------------------------|---------------------------|--------------------------------|---|
| A | 1 | 2 bedrm. | 1,264 sq. ft. | 5.185003 |
| | 2 | 2 bedrm. | 1,248 sq. ft. | 5.119370 |
| | 3 | 2 bedrm. | 1,170 sq. ft. | 4,799409 |
| | 4 | 3 bedrm. | 1,507 sq. ft. | 6.181803 |
| | 5 | 1 bedrm. | 926 sq. ft. | 3.798507 |
| B | 1 | 2 bedrm. | 1,264 sq. ft. | 5.185003 |
| | 2 | 2 bedrm. | 1,174 sq. ft. | 4.815818 |
| | 3 | 2 bedrm. | 1,170 sq. ft. | 4,799409 |
| | 4 | 3 bedrm. | 1,507 sq. ft. | 6.181803 |
| | 5 | 1 bedrm. | 922 sq. ft. | 3.782099 |
| C | 1 | 2 bedrm. | 1,264 sq. ft. | 5.185003 |
| | 2 | 2 bedrm. | 1,248 sq. ft. | 5.119370 |
| | 3 | 2 bedrm. | 1,170 sq. ft. | 4,799409 |
| | 4 | 3 bedrm. | 1,507 sq. ft. | 6.181803 |
| | 5 | 1 bedrm. | 926 sq. ft. | 3.798507 |
| D | 1 | 2 bedrm. | 1,264 sq. ft. | 5.185003 |
| | 2 | 2 bedrm. | 1,248 sq. ft. | 5.119370 |
| | 3 | 2 bedrm. | 1,170 sq. ft. | 4,799409 |
| | 4 | 3 bedrm. | 1,507 sq. ft. | 6.181803 |
| | 5 | 1 bedrm. | 922 sq. ft. | 3.782099 |

SCHEDULE "C"

DIAGRAM OF PARKING LOT ASSIGNMENTS

