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DEPT. OF REVENUE
REC. 408

DECLARATION OF CONDOMINIUM FOR
THE SANDS

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Pursuant to the laws of the State of Washington, Laws of 1963, Chapter 156 and the Amendment thereto in Chapter 11, Laws of First Extraordinary Session of 1965, hereinafter referred to as the Act (RCW 64.32), the undersigned hereby submit the real property hereinafter described to the provisions of the Act, and being the owners, lessees, possessors, or parties of interest in said property, hereby make the following declaration:

Section 1. Definitions.

(A) All terms used herein which are defined in the Act shall have the same meaning as in the Act. Certain terms used herein have been substituted for certain terms defined in the Act, and which are intended to have identical meaning, and are as follows:

- (1) "Owner" means "Apartment Owner" which term shall include contract vendees as against contract vendors;
- (2) "Association" means "Association of Apartment Owners";
- (3) "Common Areas" means "Common Areas and Facilities";
- (4) "Limited Common Areas" means "Limited Common Areas and Facilities";
- (5) "Townhouse" means "Apartment";

(B) "Condominium" means and refers to THE SANDS Condominium, as it is established under this Declaration.

(C) "Percentage Interest" shall mean the percentage of undivided interest in the common area appurtenant to each apartment and its owner for all purposes, including voting.

(D) "Majority Vote" shall mean the majority of the percentage vote cast by the owners at a meeting of the association, at which meeting a quorum shall be present.

Section 2. Name and Address. The condominium shall be identified by the name of THE SANDS and its address is 1305 Goethals Street, Apartments A, B, C, D, E, F, G and H; and 1307 Goethals Street, Apartments A, B, C, D, E, F, G and H; Richland, Washington 99352.

Section 3. Real Property Description. The land on which the building and improvements hereinafter described are located is the following described real property situated in Benton County, Washington:

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CRITCHLOW & WILLIAMS
ATTORNEYS AT LAW
1177 JARVIS BUILDING
P.O. BOX 1487
RICHLAND, WASHINGTON 99352

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1 The North 182 feet of the South 340 feet of the East
2 175 feet of Richland Cemetery, as recorded in Volume 2
of plats, page 85, records of Benton County, Washington.

3 The land is a rectangular parcel measuring 187.01 feet on
4 the north, 187.01 feet on the south, 182.01 feet on the east,
and 182.01 feet on the west.

5 Section 4. Survey Map and Plans. The survey map and
6 plans establishing the vertical and horizontal boundaries of
7 the townhouses, and the location of the buildings, as constructed
8 upon the property described in Section 3, above, together with
9 the location of the common areas and limited common areas, are
10 filed of record contemporaneously herewith in the office of
11 the Auditor of Benton County, Washington, under Auditor's File
No. 840515. Said survey map and floor plans are by this
reference incorporated herein and made a part hereof.

12 Section 5. Description and Location of the Buildings.
13 There are two buildings on the subject premises. Each of the
14 buildings is the same size. The front of each is 112 feet in
15 length and the rear is 112 feet in length. The buildings are
16 46 feet wide. Each is two stories and contains eight individual
17 apartments -- four on the ground floor and four on the upper
18 floor. The principal materials of which the buildings are
19 constructed are cement block, wood, frame, composition roofs,
aluminum sash and glass. Apartments A, B, C and D are on the
ground floor, and apartments E, F, G and H are on the upper
floor.

20 Section 6. Description of Apartments and Percentage
21 Interests. Each of the apartments has a separate street
22 address. The apartments shall have the number, location,
23 approximate area square footage, percentage interests, value,
access to common areas and number of rooms as follows:

24 See attached Exhibit.

25 The total value of the property is: \$724,000.00
26 Each apartment, in addition to the living space, contains two
27 adjacent patios.

28 Each of the apartments has two bedrooms, one bath, utility
room, living room, dining room, kitchen and covered patio.

29 Section 7. Description of Common Areas. The common
30 areas include the following:

31 Two parking areas on the south side of the buildings, one
being 24.17 feet x 14.33 feet, and the other 25.77 feet x 20.04 feet.
32 There is a yard between the buildings.

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PO BOX 1487
RICHLAND, WASHINGTON 99359

1 Section 8. Description of Limited Common Areas. Each of
2 the apartments has a covered carport 10 feet by 18 feet,
3 limited to the use of the apartment for which it is designated.
4 Each of the apartments has a storage area of 30 square feet,
5 limited to the use of the apartment for which it is designated.

6 Section 9. Purpose of Use. The building and the apart-
7 ments described herein are intended to be utilized solely for
8 residential purposes. Each apartment is restricted to single
9 family residential occupancy and none of the common areas and
10 facilities or limited common areas shall be utilized other than
11 in service for and consistent with the apartments themselves
12 and their stated use.

13 Section 10. Address for Service of Process. Unless
14 otherwise designated by formal amendment to the Declaration as
15 herein provided, the name and address of the person in Benton
16 County, Washington, for the service of process in cases provided
17 for in Chapter 64.32 of the Horizontal Property Regimes Act
18 of the State of Washington, shall be Glen or Bernadine Thoennes,
19 1305 Goethals Drive, Richland, Washington 99352.

20 Section 11. Reconstruction or Sale After Damage to or
21 Destruction of the Property. In the event of the damage to or
22 destruction of all or part of the property to an extent that
23 the best interests of the owners, as determined by the Board,
24 might be served by selling the property, the Board shall call
25 a meeting of the Association by written notice, stating the
26 purpose thereof and given by first class mail not less than
27 ten (10) days in advance thereof. Said meeting shall be held
28 not later than sixty (60) days from the date of occurrence
29 of such damage or destruction, and at such meeting eighty per
30 cent (80%) of the percentage interests, voting by written
31 ballot or by registered mail to the Board, together with
32 written approval of the holders of all mortgages and deeds of
trust upon each apartment unit must be obtained in order to
sell the property in lieu of repairing, reconstructing, or
replacing. In all other cases of loss or damage or destruction,
the Board shall promptly proceed with the repair, reconstruction
or replacement of the property.

Any reconstruction or repair must be substantially in
accordance with the plans and specifications for the original
building, which are, or will be, filed with the Benton County
Building Department, or in the alternative, according to plans
and specifications approved by one hundred per cent (100%) of

1 the percentage interests in person or by proxy, at a meeting
2 called for that purpose.

3 Notwithstanding anything in this paragraph (11) or in
4 paragraph (15) to the contrary, if the damage is only to parts
5 of one apartment unit for which the responsibility of maintenance
6 and repair under the By-Laws is that of the apartment owner,
7 the apartment owner shall be responsible for reconstruction
8 and repair after casualty, and shall have the right to collect
9 insurance proceeds therefor, to adjust claims therefor arising
10 under the policies and to deliver releases upon payment of
11 such claims. In all other instances the responsibility of
12 reconstruction and repair after casualty shall be that of the
13 Association.

14 If the damage results from a peril not covered by insurance
15 carried by the Association, then the individual owners shall
16 be responsible for the costs of reconstructing their respective
17 units.

18 Nothing contained herein shall prevent any or all of the
19 owners from making their voting rights contained in this Section
20 subject to the approval of the holders of their individual
21 mortgages or deeds of trust.

22 Section 12. Subdividing or Combining of Units of Common
23 Areas. Any owner, or owners, of any apartment or apartments
24 may propose a plan for subdividing and/or combining of any
25 apartment or apartments, common areas, or limited common areas,
26 in writing together with all related plans, specifications,
27 legal instruments, and method of financing, to all the other
28 owners and holders of mortgages and deeds of trust. Upon
29 receiving the written consent of all other owners and holders
30 of mortgages and deeds of trust for such proposal, the proposed
31 subdivisions or combining may proceed accordingly. Any such
32 subdividing or combining shall be accurately depicted on a
revised survey map and set of floor plans and be set forth
in an amended Declaration, both of which shall be duly recorded
promptly upon completion of said subdividing or combining.

Section 13. Association and By-Laws. The apartment
owners (including contract vendees but excluding lessees and
licensee-occupants) of the apartments, by their ownership, are
members of the Association, a non-profit organization. The
Association is required to adopt By-Laws for the management
and administration of the property by a Board of Directors.
The Board of Directors shall elect officers and recommend to the

1 members of the Association, for their adoption, a budget of
2 common expenses as provided by law. The common expenses shall
3 be collected through assessment, monthly, and collection thereof
4 shall be by the Board of Directors. Said assessments shall
5 be levied upon each apartment owner proportionately to his
6 percentage interest as set forth in Section (6) hereof. The
7 said By-Laws shall be adopted by the affirmative vote of a
8 majority of the percentage votes of the apartments owners as
9 established in paragraph (6) hereof, except as in this
10 Declaration is otherwise provided, and shall be subject to
11 amendment by similarly calculated vote, at a meeting of such
12 owners called upon notice and for the specified purpose of
13 adoption of such By-Laws, amendment or amendments. The By-Laws
14 may provide (and may be enforced in respect of) other rules
15 and regulations for the use, occupancy and management of the
16 property not inconsistent herewith and not inconsistent with
17 the provisions of the Horizontal Property Regimes Act of the
18 State of Washington.

The Association's budget shall be sufficient to maintain
the property in good repair and condition and to prevent waste.

16 Section 14. Assessment Lien. The monthly assessment
17 charge against each apartment, and the required maintenance of
18 an advance deposit not to exceed three (3) months of the
19 regular monthly assessment, all as may be established by and
20 pursuant to the By-Laws of the Association, shall constitute
21 a lien against such apartment as provided for in Section 20
22 of Chapter 156, Laws of Washington 1963 (RCW 64.32.200).

22 Section 15. Insurance.

23 (A) The board shall purchase and carry at all times
24 insurance, by insurance carriers rated to be "AAA" or better,
25 by Best's Insurance Reports, and licensed to do business in the
26 State of Washington, for indemnification of loss of real
27 property whether owned independently or in common for the
28 benefit of the Association and owners. The minimum perils
29 to be insured shall be for fire, broadened with perils
30 including in the customary extended coverage endorsement and
31 vandalism and malicious mischief. Coverage to be on a basis
32 to permit necessary reconstruction or replacement without
discount for accrued depreciation.

(B) The board shall purchase and carry at all times
liability insurance with respect to the premises and all
operations, which coverage shall insure against any and all

1 claims, damages or liability on account of injury to persons,
2 including death and damage to, or the destruction of the property
3 of others. Such liability insurance shall insure the Association
4 and each owner, except for personal property and the personal
5 liability of the owners arising from any and all personal
6 activities. The minimum limits to be maintained shall be for
7 Bodily Injury Liability, \$1,500,000.00, and for Property
8 Damage Liability, \$1,000,000.00.

9 (C) The Board shall purchase and carry at all times the
10 necessary Employer's Liability and Workman's Compensation
11 insurance for the protection of the Association and owners.

12 (D) The Board, or its nominee, shall act as the insurance
13 trustee for the benefit of the Association, owners and holders
14 of security interests.

15 (E) Deeds of trust or other equity instruments between
16 individual unit owners and the lenders may provide for such
17 lenders to apply the proceeds from insurance to the secured
18 indebtedness, in which case the trustee shall disburse the
19 insurance proceeds as directed by such lenders. To the extent
20 that the insurance proceeds are not so applied, the trustee
21 shall disburse any proceeds as follows:

- 22 1. Payment of the costs of reconstruction, if any, and
- 23 2. If the damaged property is not to be reconstructed,
24 or if any insurance proceeds remain after reconstruction, such
25 proceeds shall be disbursed as follows:

26 (a) To holders of mortgages and deeds of trust,
27 if any is due as their interests may appear, and

28 (b) The balance of such proceeds to the
29 apartment owners in proportion to the loss incurred by each.

30 Section 16. Foreclosure of Assessment Lien.

31 1. Attorneys' Fees and Costs. In any action to foreclose
32 a lien on any apartment for non-payment of delinquent assess-
ments, any judgment in favor of the Association rendered
therein shall include a reasonable sum of attorneys' 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.

33 2. Rental During Foreclosure. From the time of commence-
ment of any action to foreclose a lien against an apartment
for non-payment of delinquent assessments, the owner of such
apartment shall pay to the Association the reasonable value of
said apartment to be fixed by the Board of Directors of the

1 Association, and the plaintiff in any foreclosure shall be
2 entitled to the appointment of a receiver to collect the same.
3 The right to collect rents under this subparagraph is subject
4 to any assignment of rents and profits made by the owners to
mortgages or beneficiaries under deeds of trust.

5 Section 17. Structural Modifications. No structural
6 modifications or alterations in any apartment shall be made
7 without specific authorization in writing from the Board of
8 Directors of the Association, and holders of mortgages or
deeds of trust pertaining to the apartment proposed to be
modified.

9 Section 18. Certificate of Compliance. An officer of
10 the Association shall be empowered under rules established by
11 the By-Laws to provide certificates in acknowledged, recordable
12 form showing whether or not any assessments due the Association
have been paid.

13 Section 19. Amendments. This Declaration may be amended
14 only in the following manner:

15 1. Written notice of a meeting of all apartment owners
16 and holders of mortgages and deeds of trust, setting forth the
17 proposed amendment, shall be given by certified mail to each
18 apartment owner and holder of mortgage and deed of trust at
19 his or its last known address, not less than ten (10) days
20 prior to the meeting, which meeting shall be held upon the
21 property or at such other place within Benton County,
22 Washington, as may be specified in the notice of the meeting.
23 For any such amendment to become effective, a resolution to
24 amend the Declaration must be approved by the affirmative
25 vote of not less than sixty (60) per cent of the percentage
26 votes of the owners as established in Section 6 and all the
27 holders of mortgages and deeds of trust.

28 2. Each holder of a mortgage or deed of trust shall be
29 deemed to have approved the proposed amendment unless said
30 lender serves upon the Secretary of the Association on or
31 before the date preceding the scheduled meeting, their written
32 notice of disapproval of said proposed amendment.

Notwithstanding the foregoing, however, no amendment
shall discriminate against any apartment owner, nor against
any apartment or class or group of apartments unless the
apartment owners so affected shall consent.

No amendment of this Declaration shall be effective for
any purpose unless set forth in a properly prepared "Amendment

Declaration of Condominium - 7

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1177 JARDIN BUILDING
P.O. BOX 1467
MCKEAN, WASHINGTON 98282

1 of Declaration" properly referenced to this Declaration and
2 filed of record in the office of the Auditor of Benton County,
Washington.

3 Section 20. Condemnation. In case at any time, or
4 times, the condominium or any part thereof, should be taken
5 or condemned by any authority having the power of eminent
6 domain, all compensation and damages for or on account of the
7 property, shall be payable to the Board of Directors as
8 Trustee for all apartment owners and holders of mortgages
9 and deeds of trust, according to the loss or damage of their
10 respective apartment and appurtenant interests in the common
11 areas; provided, however, that in case only part of the property
12 shall be so taken, or condemned, thereby rendering the remaining
13 property unsuitable for the single-family residential purposes
14 of the property, then the Association shall proceed in accord-
15 ance with Section 11, entitled "Reconstruction or Sale after
16 Damage to or Destruction of the Property", and apply all funds
17 in the same manner as though they were insurance proceeds
18 under Paragraph 15.(E).

19 Section 21. Decorating. Each unit owner shall furnish
20 and be responsible for, at his own expense, all of the decorat-
21 ing within his own unit from time to time, including painting,
22 wall papering, washing, cleaning, panelling, floor covering,
23 draperies, window shades, curtains, lamps, and other furnishings
24 and interior decorating. Each unit owner shall be entitled to
25 the exclusive use of the interior surfaces of the perimeter
26 walls, floors and ceilings, and such unit owner shall maintain
27 such interior surfaces in good condition as his sole expense
28 as may be required from time to time, which said maintenance
29 and use shall be subject to the rules and regulations of the
30 Association, and each such unit owner shall have the right
31 to decorate such interior surfaces from time to time as he
32 may see fit and at his sole expense. The use of and the
covering of the interior surfaces of windows, whether by
drapes, shades or other items visible on the exterior of the
building, shall be subject to the rules and regulations of the
Association. Decorating of the Common Elements (other than
interior surfaces within the units as above provided), and
any re-decorating of units to the extent made necessary
by any damage to existing decorating of such units caused by
maintenance, repair or replacement work on the Common Elements
by the Association, shall be furnished by the Association as



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SUBSCRIBED and SWORN to before me this 10 day of
April, 1981.

no seal

Marsha J. Braxton
Notary Public in and for the State of
Washington, residing at Kennedick



Declaration of Condominium - 10

CRITCHLOW & WILLIAMS
ATTORNEYS AT LAW
1177 SADDEN BUILDING
110 BOX 1487
RICHLAND WASHINGTON 99354

PREPARED BY	(INITIALS) DATE
APPROVED BY	

PAGE 3: SHEET 6 SOURCE FORAGE 1958

LINE NO	Description	UNITS		July 1958	August 1958	September 1958	October 1958	November 1958	December 1958	Total
		1958	1959							
1	1305-6 Source	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
2	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
3	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
4	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
5	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
6	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
7	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
8	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
9	1307-11 Source	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
10	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
11	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
12	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
13	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
14	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
15	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
16	"	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0
17	July 1958	4500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4500.0

BT-120

VOL 479 PAGE 587 5⁰
86-13894

BY-LAWS OF ASSOCIATION OF OWNERS OF THE SANDS, A CONDOMINIUM

FILED BY
SEP 15 8 04 AM '86
VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN 479

Amendment to the By-Laws in compliance with Section 13 of the Declaration of Condominium for the Sands, filed under Auditor's Fee Number 840516, Volume 400, Page 403, Dated April 21, 1981.

Amend Article VI, Paragraph 2, by deleting Paragraph 2 in it's entirety and replace Paragraph 2 with the following:

"2. All Owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses of the property, as provided in the Declaration and the Board shall act to establish, assess, collect, and expend such assessments as therein provided. If it is necessary to foreclose a lien against an apartment for non-payment of delinquent assessments, from the time of the commencement of any foreclosure action, the Owner of such apartment shall pay to the Association the reasonable rental value of said apartment to be fixed by the Board of Directors of the Association and the Plaintiff in any foreclosure shall be entitled to the appointment of a Receiver to collect the same. The right to collect rents under this sub-paragraph is subject to any assignments of rents or profits made by the Owners to mortgages or beneficiaries under Deeds of Trust."

BENTON-FRANKLIN TITLE CO.

Approved by the Owners at the Annual Meeting Sept 11, 1986

<i>John Hasko</i>	<i>Alb. E. Hasko</i>
<i>Donna K. Hasko</i>	<i>Bernadine Hasko</i>
<i>R. J. Hasko</i>	<i>William F. Hasko</i>
<i>John A. Hasko</i>	<i>Kim Macie by RT</i>
<i>G. R. Hasko</i>	<i>Joe Albertson</i>
<i>Aleta L. Hasko</i>	
<i>Alta Hasko</i>	
<i>Ruth Hasko by Aleta Hasko</i>	