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RESTATED CONDOMINIUM DECLARATIONS

FOR

ON THE GREEN, A CONDOMINIUM

TRANSAMERICA TITLE INSURANCE CO. R

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RESTATED CONDOMINIUM DECLARATIONS
FOR
ON THE GREEN, A CONDOMINIUM

The purpose of these Restated Condominium Declarations is to amend and combine in one document all declarations applicable to the Property hereafter described. The Restated Condominium Declarations are intended to supersede all prior recordings with respect to the Property except the Survey Map and Plans (herein "Condominium Plan") recorded in Volume 1, of Condominiums, at page 11, under Benton County Auditor's No. 795083, and styled "On The Green, A Condominium". (Any reference to "Phases", either Phase 1 or Phase 2 is hereby abandoned it being understood that both phases are now governed by these declarations and subject to RCW 64.32.) The undersigned certifies that these amended declarations were duly approved by more than sixty (60%) percent of the apartment owners at On The Green Condominiums at an annual meeting of apartment owners held June 26, 1986.

1. Definitions

(a) "mortgage" includes any deed of trust or other security instrument including a sellers interest under a real estate contract;

(b) "mortgagee" includes the beneficiary of a deed of trust;

(c) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement;

(d) "institutional holder" means a mortgagee which is a bank or savings and loan association or establishment mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency;

(e) "apartment owner" shall have the same meaning as that set forth in the Act; provided however, that an

occupant purchasing the apartment under a real estate contract shall be deemed to be the "apartment owner";

(f) "Declaration" shall mean this Restated Condominium Declaration for On The Green, A Condominium.

2. Description of Property

The legal description of the property submitted pursuant to the Horizontal Property Regimes Act of the State of Washington (RCW 64.32), and affected by these Declarations is as set forth in attached Exhibit "A" (herein "Property").

3. Description of Buildings

On The Green has eight (8) separate residential buildings (102 units), along with one (1) recreational building and one (1) swimming pool. The residential buildings are numbered 1, 2, 3, 4, 5, 6, 7 and 8, and are located as shown on the Condominium Plan referred to above.

Each residential building is wood frame construction on concrete foundation, no basement, wood siding exterior finish, with a composition roof. Buildings 1 and 5 are each three (3) stories and each building contains twelve (12) apartments. Buildings 2, 3, and 4 are each three (3) stories and each building contains eighteen (18) apartments. Buildings 6, 7 and 8 are each two (2) stories and each building contains eight (8) apartments.

4. Description of Apartments

The individual apartments are described as follows:

(a) There are four (4) types of apartments as described below:

APARTMENT TYPE 1A:

Apartment contains 4 rooms, being a living room, kitchen with dining area, bathroom, and bedroom. The apartment contains approximately 652.69 square feet of floor space.

APARTMENT TYPE 2A:

Apartment contains 5 rooms, being a living room, kitchen with dining area, bathroom, and 2 bedrooms. The apartment contains approximately 836.78 square feet of floor space.

APARTMENT TYPE 2B:

Apartment contains 6 rooms, being a living room, kitchen with dining area, 2 bathrooms, and 2 bedrooms. The apartment contains approximately 968.20 square feet of floor space.

APARTMENT TYPE 3A:

Apartment contains 7 rooms, being a living room, kitchen with dining area, 2 bathrooms, and 3 bedrooms. The apartment contains approximately 1201.77 square feet of floor space.

(b) The type and location of each apartment is as shown on the Condominium Plan and on Exhibit "B" attached.

(c) The immediate common area to which an apartment has access is an entrance walk or landing to a stairway. The entrance way and stairway lead to a common area sidewalk, connecting to a common area private street, connecting to a public street. Ownership includes a portion of the private street. Each apartment thus has direct access to a common area leading to a public street.

(d) The boundaries of an apartment are the interior surfaces of the perimeter walls, floor, ceiling, windows and doors thereof, and the apartment includes both the portions of the building so described and the air space so encompassed. In no event shall an apartment owner be deemed to own pipes, wires, conduits, or other utility lines running through his apartment which are utilized for, or serve more than one, apartment, and the same shall be part of the common areas. In interpreting declarations, deeds and plans, the existing physical boundaries of the apartment as originally constructed or as reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the declaration, deed or plan and those of apartments in the building.

5. Description of Common Areas and Facilities

The common areas and facilities (sometimes referred to in this Declaration as the "Common Areas") consist of the entire Property, except for the apartments. The Common Area

includes one (1) recreational building and one (1) swimming pool. Each apartment has its percentage interest in such Common Area and its percentage obligation toward the cost of maintaining such areas. Such percentages are shown on Exhibit "B".

6. Use of Common Areas and Facilities

Each owner, for himself, his family, tenants and invitees, shall have a nonexclusive right and easement of enjoyment in and to the Common Areas for the purposes for which said facilities are constructed. Without limitation of the foregoing, each owner shall have a right of ingress to and egress from his property and the recreational facilities over and across the private roads and sidewalks of On The Green, A Condominium. In no event shall such easement interfere with parking rights of any Owner.

The said easement shall be appurtenant to and pass with each and every portion of the Property, subject to the following:

(a) The right of the Association to suspend an owner's right to use of the recreational facilities for nonpayment of assessments, as provided for in Paragraph 15(e)(ii). Any such suspension shall also apply to families, tenants and invitees of an owner.

(b) The right of the Association to suspend the right to the use of the recreational facilities for a period not to exceed 60 days for any infraction of its published rules and regulations pertaining to the recreational facilities.

7. Cost of Maintaining Common Areas

The owners agree to share the cost of operation, maintenance, repair, replacement and improvement of the Common Areas in the percentages as set forth in the last column of Exhibit "B" to these Restated Condominium Declarations for On The Green, A Condominium.

8. Description of Limited Common Areas

Certain portions of the Common Areas are reserved for use of certain apartments to the exclusion of the other apartments and are designated in this Declaration as "Limited Common Areas". A description of the Limited Common

Areas, stating to which apartments their use is reserved, is as follows:

(a) Each apartment has set aside for its exclusive use the patio(s) (first floor) or deck(s) (second and third floors) located immediately adjacent to the dining area of the apartment. In addition, owners of Apartment Type 3A have set aside for their exclusive use a patio/deck located immediately adjacent to the master bedroom.

(b) Entryways, landings and stairways are for the exclusive use of the apartments to which they lead.

(c) Each apartment has set aside for its exclusive use a garage, covered parking stall or uncovered parking stall (as designated in Exhibit "B") and a mail box. Designation of mail boxes shall be made at the time of an initial sale of an apartment. The mailbox and parking assignments shall be permanent and they may not be severed from the unit but will be assigned and transferred with the unit and will follow any and all conveyances of an apartment as limited common area of said apartment.

(d) Each apartment has set aside for its exclusive use the air conditioning unit and its accessories, including the fuse breaker, evaporating unit, the cement pad under which the air conditioning unit sits. Each air conditioning unit is located adjacent to the building in which the apartment unit is located and the apartment number of the applicable apartment is designated on the fuse box connected to the air conditioner.

(e) Each apartment has set aside for its exclusive use a fireplace located immediately adjacent and opening into the living room of the apartment.

9. Values and Percentages

(a) The value of the Property is declared to be \$4,788,900.00.

(b) The value of each apartment, including its percentage of undivided interest in the common areas, is shown on Exhibit "B" attached to this Declaration. The values shown are for purposes of the Act and do not necessarily reflect what may be the sales price of the various apartments.

(c) The ownership of each apartment shall include its respective undivided interest in the common areas, as shown on Exhibit "B".

(d) The percentages shown on Exhibit "B" are to be utilized for all purposes of the Act, including voting (except for amending the Declaration, when percentages of apartment owners, instead of ownership percentages, shall apply).

10. Apartments Subject to Declaration, Articles of Incorporation, By-Laws and Rules and Regulations

An owner of an apartment shall automatically be a member of On The Green Condominium Association (the "Association"), a Washington non-profit corporation consisting of all of the apartment owners, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from ownership of each apartment. The owners of apartments covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws adopted by said Association, as now written or as hereafter duly amended. Such Articles of Incorporation and By-Laws may be amended as therein provided.

All present and future owners or occupants of apartments shall be subject to and shall comply with the provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any apartment shall constitute an agreement that the provisions of this Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, as they may be amended from time to time, are accepted and ratified by such owner or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Failure to comply with this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of

Directors on behalf of the Association or by a particularly aggrieved apartment owner.

11. Voting

Each apartment owner shall be entitled to cast the number of votes or portion thereof, equivalent to the percentage of ownership indicated in Exhibit "B" for the apartment owned by that person. The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one apartment shall be equal to the percentage of undivided interests in the common areas and facilities appertaining to such apartment (Paragraph 5 above). As used in this Declaration, the term "total voting power" shall mean the total number of votes, as described above, which may be exercised hereunder at the time the vote is taken.

The above provisions notwithstanding, no less than sixty (60%) percent of the apartment owners (regardless of ownership percentages) shall consent to any amendment of the Declaration except as otherwise provided in RCW 64.32.090(13). An individual owning more than one apartment shall be entitled to one (1) vote for each apartment owned.

12. Restrictions on Use of Property

With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, the buildings described in Paragraph 3, and each of the apartments, are intended only for residential purposes and their use is so restricted. In addition, the Board of Directors of the Association may, from time to time, by a vote of a majority of its members, make, alter, or repeal rules and regulations covering details of the operation and use of the Property, reserving to the apartment owners the right to change or repeal such rules and regulations upon the approval of 51% of the total voting power of the Association. No such rule or regulation shall change the requirement that the apartments and Property be used only for residential purposes.

Apartment owners are prohibited from leasing their units for less than 30 days, and all leases shall be in writing and the lessee shall be subject to all of the provisions of this Declaration, the Articles of Incorporation, By-laws, and Rules and Regulations, and any failure by lessee to comply with the terms of such document

shall be a default under the lease. Any such lease, including the use of the limited common area parking stall, shall provide that it terminates upon sale of the apartment by the lessor, or upon foreclosure of an apartment by the holder of a mortgage constituting a first lien on such apartment. No unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than an entire unit.

The Board of Directors of the Association shall have the authority to enter into a contract for professional management of the condominium. If they enter into such a contract, the maximum term shall not exceed one (1) year, and the contract shall be terminable without cause or payment of a termination fee on thirty (30) days written notice.

13. Easements

(a) Each apartment owner shall have a non-exclusive easement for, and may use the Common Areas (except Limited Common Areas) in accordance with, the purposes for which they were intended, without hindering or encroaching upon the lawful right of the other apartment owners. Without limitation of the foregoing, each apartment owner shall have a right of ingress to and egress from his apartment over and across the private street and sidewalk portions of the common area.

(b) The easement described above shall be appurtenant to and shall pass with the title to each apartment, subject to the following:

(i) The right of the Association to assess and collect dues and assessments as defined in Paragraph 15.

(ii) The right of the Association to suspend the right to the use of the recreational facilities for a period not to exceed 60 days for any infraction of its published rules and regulations.

(iii) The right of the Association to suspend the right to use the recreational building and swimming pool, or either of them, as provided for in Paragraph 15 of this Declaration.

(c) In the event any portion of the Common Area encroaches upon any apartment or any apartment encroaches upon the common area or another apartment as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

14. Service of Process

The name and residence of the person to receive service of process in the cases provided for in the Act is: P. Craig Walker, Attorney at Law, 507 Knight Street, Suite B, Richland, Washington 99352. The Association may from time to time change the person to receive service of process as provided by law. Such change shall be effective when written notice of such action, signed and acknowledged by the President of the Association, is recorded in Benton County, Washington.

15. Assessments

(a) Assessments for Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amounts necessary to meet the common expenses of the Association, and allocate and assess such common expenses among apartment owners according to their respective percentages of undivided interest in the Common Areas. The common expenses shall include:

(i) All common expenses defined in the Act; and

(ii) All such other amounts as the Board of Directors may deem necessary or advisable for the lawful exercise of its powers and duties.

The Board of Directors may, but shall not be required to, return excess assessments for any year over and above actual expenses paid or incurred or apply such excess against the following year's assessment. The Board of Directors shall advise all apartment owners, promptly in writing, of the amount of the assessments payable by each of them, respectively, as determined by the Board of Directors, and shall furnish copies of each budget on which such estimates are based to all apartment owners and to their mortgagees who have requested copies of such budget.

(b) Reserves and Working Capital. There shall be established an adequate reserve fund for the periodic maintenance, repair and replacement of those Common Areas that must be replaced on a periodic basis, which funds shall be maintained out of regular assessments for common expenses.

(c) Commencement of Assessments. The regular assessments provided for herein shall commence as to all completed apartments (apartments to which certificates of occupancy have been issued by the local governmental authorities) on the first day of the month following the close of the first sale by Sponsor of a completed apartment; in any event, however, assessments shall commence against all apartments within sixty (60) days of the date such first sale is closed.

(d) Payment of Assessments - Personal Obligation. Assessments are payable monthly in advance or at such other time or times as the Board of Directors shall determine. Each assessment, in addition to constituting a lien as provided for in the Act and this Declaration, shall also be, together with interest, costs and reasonable attorneys' fees as hereinafter provided, the personal obligation of the person who was the owner of the apartment against which the assessment is made at the time the assessment fell due. For the purpose of this subparagraph a person shall remain an owner until such time as any applicable instrument transferring ownership has been duly recorded with the Benton County Auditor.

(e) Collection of Assessments. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Board of Directors may initiate an action to enforce payment of any delinquent assessment and in such event the owner liable therefor shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorneys' fees, all of which shall be secured by the lien provided for in the Act and herein. In addition thereto, the Board of Directors may enforce collection of delinquent assessments in any one or more of the following methods:

(i) After 10 days' prior notice to the owner of intent to sever utilities for delinquent assessments, the utilities to the apartment upon which the assessment remains delinquent may be severed and disconnected in whole or in part until

the assessments are paid or otherwise provided for to the satisfaction of the Board of Directors;

(ii) On 10 days' prior notice to the owner, the Association may suspend the right to use of the recreational facilities by an owner for any period during which any assessment against his apartment remains unpaid;

(iii) An action may be commenced to foreclose the lien for assessments.

(f) Liens and Foreclosures. All sums assessed by the Association of apartment owners, but unpaid, for the share of the common expenses chargeable to any apartment, together with interest, costs and reasonable attorneys' fees, shall constitute a lien on such apartment prior to all other liens except only (1) tax liens on the apartment in favor of any assessing unit and/or special district, and (2) all sums unpaid on all mortgages of record against the apartment. Such lien may be foreclosed by suit by the Board of Directors, acting on behalf of the apartment owners, in like manner as a mortgage of real property. In any such foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same; provided, however, the provisions of this sentence shall be enforceable only if the Association obtains the approval of the first mortgagee, if any, of the owner that is in default. Said receiver shall likewise be entitled to rent or rereat any vacant unit, make reasonable repairs necessary to accomplish the same and all such costs together with the receiver's reasonable fees shall be paid from rents received, or, if not sufficient, shall be added to the lien herein described.

The Board of Directors, acting on behalf of the Association, shall have the power to "bid in" the apartment at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment, the period of redemption shall be the minimum as established by law, after the sale. Suit to recover any judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(g) Liability of Mortgagee or Purchaser. Where the mortgagee of a mortgage of record or other purchaser of an apartment obtains possession of the apartment as the

result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment which became due prior to such possession. Possession shall be deemed to occur at such time as a mortgagee or purchaser first has the right to beneficial use of the apartment rents therefrom.

(h) Conveyance - Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance the grantee of an apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth. For purposes of this subparagraph the date of any conveyance shall be the date the applicable instrument of transfer is duly recorded with the Benton County Auditor.

(i) Capital Improvements. Anything in this Declaration to the contrary notwithstanding, the Board of Directors shall not make capital improvements to the Property having a cost of more than \$20,000.00 in the aggregate during any calendar year, other than for repairing, replacing or restoring the Property as may be provided for in this Declaration or the By-Laws, without the prior approval of owners holding 66-2/3% of the total voting power in the Association.

(j) Nonuse. No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by abandonment of his apartment.

16. Damage or Destruction

(a) In the event of damage or destruction to all or part of the Property, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Property in accordance with the original plans.

Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

(b) If the insurance proceeds are insufficient and the cost to repair, replace or reconstruct in accordance with the original Condominium Plan will not exceed such insurance proceeds by more than \$10,000.00, the Board shall be authorized to make such repairs, apply the insurance proceeds and assess the member for the cost of such repairs in excess of the insurance. The Board shall promptly arrange for such repair, reconstruction or rebuilding without a vote of the apartment owners. In any case, however, use of hazard insurance proceeds for other than the repair, replacement or reconstruction in accordance with the original Condominium Plan shall not be permitted without the prior written approval of holders of at least 67% of the first mortgagees (based on one vote for each first mortgage owned) or owners (if there is no first mortgage on their apartment) of the individual apartments.

(c) If the insurance proceeds are insufficient and the cost to repair will exceed such insurance proceeds by more than \$10,000.00, the Board shall promptly, but in no event later than 90 days after the date of damage or destruction, give notice to and conduct a special meeting of the apartment owners to review the proposed repairs, replacement and reconstruction as well as the projected cost of such repairs, replacement or reconstruction. The apartment owners shall be deemed to have approved the proposed repairs, replacements and reconstruction as proposed by the Board at that meeting unless the apartment owners decide, by an affirmative vote of 51% of the total voting power, to repair, replace or reconstruct the premises in accordance with the original Condominium Plan in a different manner than proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement or reconstruction of the property in accordance with the original Condominium Plan shall not be permitted without the prior written approval of holders of at least 67% of the first mortgagees (based on one vote for each first mortgage owned) or owners (if there is no first mortgage on their apartment) of the individual apartments.

(d) Anything in this Paragraph 16 to the contrary notwithstanding, any owner of an apartment which has been damaged or destroyed shall have the right to repair, reconstruct or rebuild his apartment, together with that portion of the Common Area immediately surrounding his apartment, without a vote of the Association, so long as he

obtains the written consent of the Board of Directors within 90 days from the date of damage or destruction and causes the work to be performed in a manner satisfactory to the Board. Such consent shall not be unreasonably withheld; provided, however, that the owner must make arrangements, satisfactory to the Board of Directors, for payment by the owner of that portion of the costs of repair, reconstruction or rebuilding not covered by insurance proceeds, which insurance proceeds shall be made available for the work if consent is given by the Board.

17. Insurance

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(1) fire, insurance with extended coverage insuring the property and covering the interests of the Association, the Board of Directors and all apartment owners and their mortgagees, as their interests may appear, in the amount of 100% of replacement cost of the buildings and other improvements, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of an apartment which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors;

(2) public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but not less than \$100,000.00 per person and \$300,000.00 for each accident or occurrence for bodily injury, and \$25,000.00 for property damage, and covering each member of the Board of Directors, and each apartment owner and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner; and

(3) such other insurance as the Board of Directors may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors, as Trustees, for the purpose of repairing or rebuilding the damaged or destroyed property in conformance with the original plans and specifications; provided, however, that insurance proceeds not used for the purpose of repairing or rebuilding the Property shall be paid to the apartment

owners and mortgagees as their interests may appear; and provided further, however, that any mortgagee of any of the apartments may require that insurance proceeds be disbursed to or through the Board of Directors only as reconstruction progresses in the manner normally followed by construction lenders in disbursing construction loans to their borrowers.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction or prorata liability of the insurer as a result of any insurance carried by apartment owners or of invalidity arising from any acts of the insured or any apartment owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of apartments. Each apartment owner and mortgagee shall be furnished with a copy of the master policy.

All of the insurance policies described in the coverage as set forth herein shall be reviewed at least annually by the Board of Directors, and the Board of Directors shall request of the agent or insurance carrier annual or more frequent updating evaluations to insure that the fire insurance policies continuously reflect full replacement cost and the liability policies provide for adequate liability coverage.

All insurance policies shall be written by companies rated as follows, or better: financial rating BBB+; management rating A.

Apartment owners should carry insurance for their own benefit insuring their carpeting, wallcoverings, fixtures, furniture, furnishings and other personal property; provided, that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any apartment owner.

Notwithstanding the foregoing, or any other provisions contained in this Declaration, the Board of Directors shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association, the Government National Mortgage Association, and the

Federal Home Loan Mortgage Corporation, so long as any of said organizations is a mortgagee or owner of a condominium within the project, except to the extent such coverage is not available or has been waived in writing by the said organization.

18. Subdividing and/or Combining

An apartment or apartments, Common Areas, or Limited Common Areas, may be subdivided and/or combined only by amendment of this Declaration and the Condominium Plan. In addition, the partition or subdivision of an apartment requires the express written consent of the Owner and Mortgagee of that apartment, or if Common or Limited Common Areas, 75% of the effected first mortgagees.

19. Maintenance and Repair

Each owner, at his own expense, shall perform promptly all cleaning, maintenance, repair and replacement work:

(a) Within his/her own apartment, which if omitted would affect the Common Area;

(b) Within the patio(s) or deck(s) assigned to his/her apartment;

(c) On both the interior and exterior of all doors, windows, screens bounding his/her apartment;

(d) On the air conditioning unit, or its accessories, applicable to his/her unit.

All other maintenance and repairs are to be performed by the Association. The cost thereof is to be a common expense of all the apartment owners.

In the event an owner fails or refuses to perform the cleaning, maintenance, repair and replacement work required by him under the provisions of this paragraph, then the Association may perform such work and the cost thereof shall be the personal obligation of the owner of the apartment and shall constitute a lien upon the apartment and its interest in the Common Areas and may be foreclosed in the same manner as the lien for assessments for common expenses.

The Association shall have the irrevocable right, to be exercised by the Board of Directors and its agents, to have

access to each apartment and Limited Common Areas, to have time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another apartment or apartments, or to do any cleaning, maintenance, repair and replacement work which the owner is required to do but has failed or refused to do.

20. Additions, Alterations or Improvements by Apartment Owners

No apartment owner shall make any structural addition, alteration, or improvement in or to his apartment, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by an apartment owner for approval of a proposed structural addition, alteration, or improvement in such apartment owner's apartment, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of Benton County or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any apartment shall be executed by the Board of Directors, however, only without incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

21. Condemnation

In the event of partial condemnation which does not result in any apartment becoming available, the proceeds shall be used:

- (a) to restore the remaining Common Areas;
- (b) for payment to apartment owners and their mortgagees specifically damaged by the condemnation, which damage was an element of the condemnation award;
- (c) the balance shall be distributed prorata among the apartment owners and their mortgagees in proportion to their percentage interest in the Common Area.

In the event of partial condemnation which does result in some but not all of the apartments becoming unliveable, the condominium documents shall be amended to reflect any required elimination of apartments, and the condemnation proceeds shall be used:

(a) for payment to apartment owners and their mortgagees eliminated in the revised documents, to the extent value of the entire unit was an element of the condemnation award;

(b) to restoration of the remaining Common Area;

(c) for payment to apartment owners and their mortgagees specially damaged by the condemnation but which remain in the condominium, which damages were an element of the condemnation award;

(d) The balance shall be distributed prorata to the remaining apartment owners and their mortgagees in proportion to their percentage interest in the Common Area.

In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condemnation ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the owners in proportion to the respective undivided interest in the Common Area; provided, that if a standard different from the value of the Property as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the condemnation award to which each owner is entitled. After first payment out of the respective share of each owner, to the extent sufficient for the purpose, all mortgages and liens on the interest of such owner, the balance remaining in each share shall then be distributed to each owner respectively.

22. Mortgagee's Protection

(a) The prior written approval of holders of at least 75% of the first mortgagees (based on one vote for each first mortgage owned) of the individual apartments shall be required for any of the following:

(1) The abandonment or termination of the condominium project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(2) Any material amendment to this Declaration or to the Articles of Incorporation or By-Laws of the owners association, including, but not limited to, any amendment which would change the percentage interests of the apartment owners in the condominium project, change the method of pro-rata interest or obligation of any individual apartment unit for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards.

(3) The effectuation of any decision by the owners association to terminate professional management and assume self-management of the condominium project (however this shall not be deemed or construed to require professional management).

(4) Partitioning or subdividing any apartment.

(5) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.

(b) The holder or insurer of a first mortgage on an apartment shall be entitled to timely written notice of:

(1) Any significant damage or destruction to the Common Areas or to the unit to which the mortgage appertains.

(2) Any condemnation or eminent domain proceeding effecting the condominium regime or any portion thereof.

(3) Any default under this Declaration or the Articles of Incorporation or By-laws which gives rise to a cause of action against the owner of an apartment subject to the mortgage of such holder or insurer, where the default has not been cured for 30 days.

(4) Any proposed termination of the condominium regime.

(5) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any apartment, (ii) the undivided interest in the Common Areas appertaining to any apartment or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any apartment, or (iv) the purpose to which any apartment or the Common Areas are restricted.

(c) The holder or insurer of a first mortgage on an apartment shall be entitled, upon request to:

(1) Inspect the books and records of the Association during normal business hours.

(2) Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than 90 days following the end of such fiscal year.

(3) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

23. Availability of Documents and Records

During normal business hours or under other reasonable circumstances, the Association shall have available for inspection by apartment owners, lenders and prospective purchasers, current copies of the Declarations, Articles of Incorporation, By-Laws and Rules and Regulations governing the operation of the condominium regime. All apartment owners shall have reasonable access to inspect the books, records and financial statements of the Association,

including annual audited financial statements when such are prepared.

24. Free Transferability

Neither this Declaration, nor the Articles of Incorporation, By-Laws, or Rules and Regulations of the Association shall contain a right of first refusal or similar restriction on the sale, transfer or conveyance of any apartment. It is hereby affirmatively provided that any apartment owner may transfer his or her unit free of any such restriction.

25. Amendments

(a) The consent of all apartment owners shall be required for any amendment of this Declaration effecting a change in (i) the boundaries of any apartment; (ii) the undivided interest in the common elements appertaining to the apartment of the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to the apartment, or (iv) the value of the property and of any or all of the apartments, for the purposes of the Declaration or the Condominium Statute, or (v) the fundamental purpose to which any apartment or the common areas are restricted.

This condominium regime may be terminated only as provided by law.

For any other amendments of this Declaration or the Condominium Plan, the consent of 60% of the apartment owners shall be required. Any amendment of the Condominium Plan shall be accompanied by an amendment to this Declaration identifying the amendment being made.

When an amendment has been approved by the owners, then the President of the Association shall forthwith cause a written instrument to be prepared, acknowledged and recorded in Benton County, Washington, setting forth the amendment and certifying that the amendment shall become effective.

(b) No amendment shall be effective until recorded.

IN WITNESS WHEREOF, the undersigned declares the foregoing Amended and Restated Condominium Declarations were duly approved by more than sixty (60%) percent of the apartment owners on the 26th day of June, 1986.

200
 LARRY TRICKEY, President
 On The Green Condominium Association

STATE OF WASHINGTON)
) ss.
 County of Benton)

On this 21 day of AUGUST, 1986, before me personally appeared LARRY TRICKEY, President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal this 21 day of AUGUST, 1986.

R. Bryan Will
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Richland



CONSENT BY MORTGAGEE

FRONTIER FEDERAL SAVINGS AND LOAN ASSOCIATION, as Beneficiary under a Deed of Trust dated November 19, 1975, as recorded November 21, 1975, under Benton County Auditor's File No. 691984, hereby consents to the foregoing amendments as incorporated in this Restated Condominium Declaration for On The Green, A Condominium.

DATED this 1st day of October, 1986.

FRONTIER FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: [Signature]
Title: VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
County of Benton)

On this day personally appeared before me TIMOTHY W. SULLIVAN, to me known to be the VICE PRESIDENT of FRONTIER FEDERAL SAVINGS AND LOAN ASSOCIATION, the association that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said association, for the purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

P. Craig Will
NOTARY PUBLIC in and for the
State of Washington, residing
at Hubbard

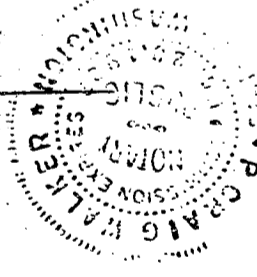


EXHIBIT "A"

ON THE GREEN, A CONDOMINIUM

That portion of Tract B, Meadow Springs No. 1, according to plat thereof recorded in Volume 8 of Plats, Page 132, records of Benton County, Washington, described as follows: Commencing at the Northwest corner of Section 36, Township 9 North, Range 28 East, W.M.; thence North $89^{\circ} 21'53''$ East along the North line thereof 1205.00 feet; thence South $20^{\circ} 05'20''$ East 53.03 feet to a point on the North line of said Tract B to the true point of beginning; thence continuing South $20^{\circ} 05'20''$ East 391.93 feet to a point of the South line of said Tract B; thence South $89^{\circ} 37'54''$ East along said tract line 67.60 feet; thence South $59^{\circ} 07'54''$ East 91.00 feet; thence North $83^{\circ} 52'06''$ East along said tract line 108.00 feet; thence North $56^{\circ} 12'06''$ East along said tract line 226.00 feet; thence North $6^{\circ} 32'06''$ East along said tract line 137.00 feet; thence North $0^{\circ} 38'37''$ West 148.39 feet to a point on the North line of said Tract B; thence South $89^{\circ} 21'53''$ West along said North line 589.49 feet to the true point of beginning.

EXHIBIT "B"

Address	Bldg. No.	Apt. No.	Parking Stall No.	Apt. Type	No. of Rooms	Approx. Square Footage	Value	Percentage Interest
303 Gage Blvd., Richland, WA, Apt. #101	1	101	101 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #102	1	102	102 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #103	1	103	103 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #104	1	104	104 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #105	1	201	201 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #106	1	202	202 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #107	1	203	203 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #108	1	204	204 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #109	1	301	301 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #110	1	302	302 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #111	1	303	303 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #112	1	304	304 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #113	2	105	105 (o)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #114	2	106	106 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #115	2	107	107 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #116	2	108	108 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #117	2	109	109 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #118	2	110	110 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #119	2	205	205 (g)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #120	2	206	206 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #121	2	207	207 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #122	2	208	208 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #123	2	209	209 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #124	2	210	210 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #125	2	305	305 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #126	2	306	306 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #127	2	307	307 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #128	2	308	308 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #129	2	309	309 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #130	2	310	310 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #131	3	111	111 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #132	3	112	112 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #133	3	113	113 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #134	3	114	114 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #135	3	115	115 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #136	3	116	116 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #137	3	211	211 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #138	3	212	212 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #139	3	213	213 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #140	3	214	214 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #141	3	215	215 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #142	3	216	216 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #143	3	311	311 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #144	3	312	312 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #145	3	313	313 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #146	3	314	314 (cp)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #147	3	315	315 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #148	4	316	316 (cp)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #149	4	117	117 (g)	3A	7	1201.77	\$54,950	1.15%
303 Gage Blvd., Richland, WA, Apt. #150	4	118	118 (o)	2B	6	968.20	\$48,950	1.02%
303 Gage Blvd., Richland, WA, Apt. #151	4	119	119 (o)	2B	6	968.20	\$48,950	1.02%

EXHIBIT "B"

EXHIBIT "B"

(Page - 2)

Address	Bldg. No.	Apt. No.	Skull No.	Parking	Apt. Type	No. of Rooms	Approx. Square Footage	Value	Percentage Interest
303 Gage Blvd., Richland, WA, Apt. #120	4	120	120 (c)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #121	4	121	121 (cp)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #122	4	122	122 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #117	4	217	217 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #118	4	218	218 (o)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #219	4	219	219 (cp)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #220	4	220	220 (o)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #221	4	221	221 (o)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #222	4	222	222 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #223	4	223	223 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #317	4	317	317 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #318	4	318	318 (cp)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #319	4	319	319 (o)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #320	4	320	320 (cp)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #321	4	321	321 (cp)	2B	6	968.20	\$48,950	1.02%	
303 Gage Blvd., Richland, WA, Apt. #322	4	322	322 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #323	4	323	323 (g)	2A	7	1281.77	\$54,950	1.15%	
303 Gage Blvd., Richland, WA, Apt. #125	5	125	125 (g)	2A	5	836.78	\$46,950	.99%	
303 Gage Blvd., Richland, WA, Apt. #126	5	126	126 (g)	2A	5	836.78	\$46,950	.99%	
303 Gage Blvd., Richland, WA, Apt. #324	5	324	324 (cp)	2A	5	836.78	\$46,950	.99%	
303 Gage Blvd., Richland, WA, Apt. #325	5	325	325 (cp)	2A	5	836.78	\$46,950	.99%	
303 Gage Blvd., Richland, WA, Apt. #326	5	326	326 (g)	2A	5	836.78	\$46,950	.99%	
303 Gage Blvd., Richland, WA, Apt. #127	6	127	127 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #128	6	128	128 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #129	6	129	129 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #130	6	130	130 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #131	6	131	131 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #132	6	132	132 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #133	6	133	133 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #134	6	134	134 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #231	7	231	231 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #232	7	232	232 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #233	7	233	233 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #234	7	234	234 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #135	8	135	135 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #136	8	136	136 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #137	8	137	137 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #138	8	138	138 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #235	8	235	235 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #236	8	236	236 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #237	8	237	237 (o)	1A	4	652.69	\$36,950	.77%	
303 Gage Blvd., Richland, WA, Apt. #238	8	238	238 (o)	1A	4	652.69	\$36,950	.77%	
Total							\$4,788,900		

EXHIBIT "B"