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505 W. Riverside, Ste. 500
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Document Title(s)

Rules of Association/Amendments

Reference Number(s) of Related Documents

AN #5295189; #9404050454; #8609250170 book 845 page 1063
book 1580 page 1127

Grantor(s) (Last Name, First & Middle Initial)

Holmberg Square Homeowners' Association

Grantee(s) (Last Name, First & Middle Initial)

Holmberg Square Homeowners' Association

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Rante/ ¼ Section

Lots 1-19, Block 1, Holmberg Square, Spokane County

Assessor's Tax Parcel ID Number: 36184.3401; 36184.3402; 36184.3403;

36184.3404; 36184.3405; 36184.3406; 36184.3407; 36184.3408; 36184.3409;

36184.3410; 36184.3411; 36184.34012; 36184.3413; 36184.3414; 36184.3417;

36184.3418; 36184.3419; 36184.3424

Record to correct parcel numbers.

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Signature of Requesting Party



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Return To:

HOLMBERG SQUARE HOMEOWNERS ASSOCIATION
606 W Holmberg Lane
Spokane, WA 99218-2268
509.466.8795

“Rules of the Association”

Adopted by Association Members on October 6, 2005

*8609250170, V. 845.69.
1063*

Changes to the BY-LAWS, Recorded 4/5/94, #9404050454, Vol. 1580, Page 1127

• **Page 1, Article I, Physical Address of Holmberg Square**

“The address of the corporation is 606 W Holmberg Lane, Spokane, Washington 99218.” All other provisions in this section shall remain the same.

• **Page 2, Article III, Section 1**

“An annual meeting of the members shall be held no later than April 30th of each year.” All other provisions in this section shall remain the same.

• **Page 3, Article IV, Section 1**

“The affairs of the Association shall be managed by a board of not less than five (5) directors, all of whom shall be members of the Association. A Board of Directors quorum shall consist of 51% of the Board members.” All other provisions in this section shall remain the same.

Unofficial



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“Rules of the Association”- By-Laws – Page 2

• **Page 3, Article IV, Section 4 – Compensation**

“No director or officer, except the Treasurer, shall receive compensation for any service they may render the Association.” All other provisions in this section shall remain the same.

• **Page 4, Article VI, Section 1**

Addition: “Copies of Minutes and Treasurer Reports of all Board Meetings shall be distributed promptly to all Homeowners.” All other provisions in this section shall remain the same.

Page 4, Article VI, Section 2

Addition: “Copies of Minutes of all Special Meetings shall be distributed promptly to all Homeowners.” All other provisions in this section shall remain the same.

• **Page 8, Article VII, Section 7 - Treasurer**

Addition: “...provide all financial records for the fiscal year to an Auditing Committee of three (3)(of which at least one member shall be a Board member), appointed by the Board of Directors ...”.

“...prepare an Annual Budget for each calendar year to be presented to the Board of Directors prior to November 30...” All other provisions in this section shall remain the same.

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"Rules of the Association" - Changes to the Covenants - Page 3

- **Page 5, Article IV, Section 3**

"The Board of Directors shall establish the general monthly assessments to satisfy the needs of the Annual Budget." All other provisions in this section shall remain the same.

- **Page 12, Article VII, Section 3**

"When determined by the Board of Directors and ratified by two-thirds (2/3) of the Unit Owners, the Association may elect from time to time to replace, treat or repair the roof of any building requiring such maintenance and levy a Special Assessment to that Unit's Homeowner for the costs incurred." All other provisions in this section shall remain the same.

- **Page 13, Article VII, Section 3**

"The Association need not repair all roofs at the same time". All other provisions in this section shall remain the same.

- **Page 13, Article VII, Section 5**

Addition: "No additional trees may be planted on individual lots or in the common area without prior approval of the Architectural Committee and the Maintenance Chairman. Planting and care of specialty type bushes and shrubs, i.e., Bonsai shrubs, roses, and flowers shall be the Homeowner's responsibility." All other provisions in this section shall remain the same.

- **Page 14, Article VIII, Section (h)**

Deletion: "solely". All other provisions in this section shall remain the same.

- **Page 14, Article VIII, Section (i)**

Deletion: " or signal receptors..." All other provisions in this section shall remain the same.

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"Rules of the Association" - Changes to the Covenants - Page 4

• **Page 15, Article VIII, Section (I)**

"...No pets shall be permitted on any Lot or the Common Area except on a leash or within the confines of an "Invisible Fence" on the Owner's Lot." All other provisions in this section shall remain the same.

• **Page 15, Article VIII, Section (I)**

Addition: "If any pet disturbs the peace or does injury or damage to persons or property and upon notice from the Board of Directors, the pet's owner shall remove it immediately from the Association premises. Any pets found unattended shall be taken to an appropriate animal shelter and impounded at its Owner's expense. The pet shall be permanently removed after three (3) violations and a fine of \$100 shall be levied by the Association." All other provisions in this section shall remain the same.

• **Page 17, Article X, Section 3**

Deletion: All through (A), as it no longer applies (septic tanks).

Section 3. Sewer Charges.

- (a) A sewer district will not be responsible for sewer repair and maintenance within the properties. (This is (b) in the 4/4/94 documents.)
- (b) Whenever sewer repair or maintenance is required on the Properties after the initial warranty on the installation shall have expired, the costs of such service will be paid by the actual Homeowner involved. (This was (c) in the 4/4/94 documents with the addition of the last phrase.)
- (c) Exactly as (d) reads in the 4/4/94 document. All other provisions in this section shall remain the same.

• **Page 21, Article XI, Section 8**

Addition: "All Homeowner insurance claims shall be submitted to the Board of Directors in writing, with validation of the charges and circumstances of the claim. No Homeowner is to submit claims directly to the Association Insurer." All other provisions in this section shall remain the same.

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HOLMBERG SQUARE HOMEOWNER AMEND \$37.00

"Rules of the Association" - Changes to the Covenants - Page 5

IN WITNESS WHEREOF, the undersigned, being Officers of Holmberg Square Homeowners Association, have hereby set our hands this 24th day of October 2005.

Ada B. Brown
Ada B. Brown, President

Sally Smith
Sally Smith, Treasurer

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WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.04.100)

State of Washington }
County of Spokane } ss.

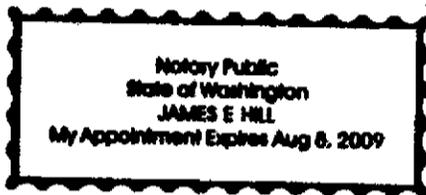
I certify that I know or have satisfactory evidence that Ada B Brown
Name of Signer

is the person who appeared before me, and said
person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: 10-24-05
Month/Day/Year

[Signature]
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")



Place Notary Seal Above

My appointment expires 8/8/09
Month/Day/Year of Appointment Expiration

OPTIONAL

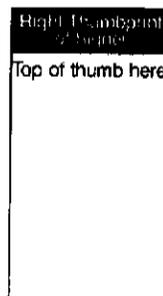
Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Association By-Laws

Document Date: 10-6-05 Number of Pages: 5

Signer(s) Other Than Named Above: Sally Smith



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STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss

I, Vicky M. Dalton, Spokane County Auditor, do hereby certify that the foregoing document is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this 14th day of MARCH, 2009

VICKY M. DALTON, Spokane County Auditor

[Signature], Deputy

