

**Return to:**  
Stoney Meadows Homeowners Association  
17212 Stoney Meadows Drive  
Vancouver, WA 98682

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**Amendments to the  
Declaration of Covenants, Conditions and Restrictions  
and Establishment of the Homeowners Association  
for the Plat of Stoney Meadows**

Reference Numbers of related documents: 8905310191 (May 31, 1989)  
8912270110 (Dec. 27, 1989)

Grantor: Steven Miller, President

Grantee: Stoney Meadows Homeowners Association

Legal Descriptions: Stoney Meadows, a replat of lot 28 of "Harmony Ridge" (H-324) in a portion of the SE ¼ SE ¼ of Section 13, T.2N., R.2E., and a portion of the S ½ SW ¼ of Section 18, T.2N., R.3E., and a portion of the NE ¼ NE ¼ of Section 24, T.2N., R.2E., W.M, Clark County, WA (Book H of Plats, page 454, auditor's file number 8905310191)

Stoney Meadows #1 Lot 17 56.70A SUB 90

Additional legal descriptions on page 10

Assessor's property tax parcel numbers: 171912034

Additional property tax parcel numbers on page 10



**Amendments to the  
Declaration of Covenants, Conditions and Restrictions  
and Establishment of the Homeowners Association  
for the Plat of Stoney Meadows**

Article IV. Covenants for Maintenance Assessment: Sections 1, 2, 3, 4, 5 and 6 are hereby amended to read:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The annual and special assessments shall be used exclusively to promote or protect the Association's interests, the recreational, health, safety, and welfare of the residents in the properties, and for the improvements and maintenance of the Common Areas, including those real property taxes of the Common Areas. The annual and special assessments may be used to pay legal costs, attorney fees, expert witness fees, and other professional fees.

Section 3. Maximum Annual Assessment: Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall not exceed Six Hundred Dollars (\$600.00) per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six percent (6%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

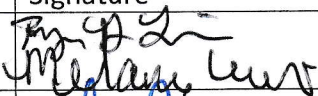
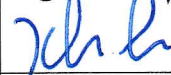


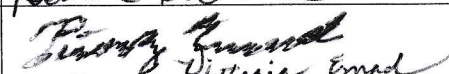
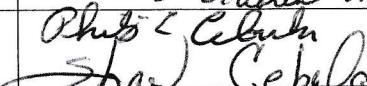
Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.


Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Objections to a notice of a meeting called for the purpose of taking any action authorized under Sections 3 and 4, and differences between members in interpreting the quorum and voting requirements for that meeting, may be resolved by the assent of sixty percent (60%) of all of the votes of the total membership.

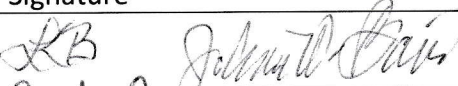
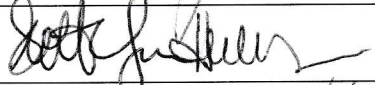




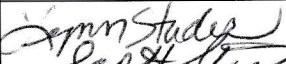
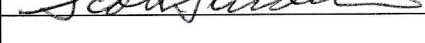

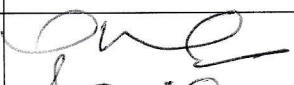

Section 6. Uniform Rate of Assessment: Both annual assessments and special assessments must be fixed at a uniform rate for all lots.

The undersigned owners of not less than 75% of the lots of STONEY MEADOWS SUBDIVISION hereby amend the Covenants, Conditions and Restrictions of said Subdivision Plat recorded in Book H, Page 454, Auditor's File Number 8905310191.

These amendments will be effective immediately upon approval. Signing and recording of these amendments may occur after approval.

Lot Owner(s)	Signature	Signature witnessed by:
Ryan & Melanie Lewis, Lot 1		Steven O. Miller
Kalib Locke, Lot 2		Steven O. Miller
Doug & Kristine Palin, Lot 3		Steven O. Miller
Rachel & John Koehler, Lot 4		Steven O. Miller
Pirooz & Victoria Emad, Lot 5		Steven O. Miller
Philip & Sharon Cebula, Lot 6		Steven O. Miller


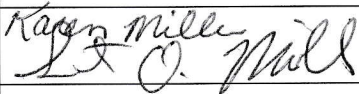


Lot Owner(s)	Signature	Signature witnessed by:
Larry & Joann Bair, Lot 7		
Scott & Heidi Rushing, Lot 8		
Carey & Kathleen Smith, Lot 9		
Steve & Judy Chamberlain, Lot 10		
Edward Holden & Mary Kathleen Finley, Lot 11		
Jeffrey & Marguerite Blackman, Lot 12	<i>Jeffrey &amp; Marguerite Blackman</i> <i>Marguerite Blackman</i>	<i>Steven O. Miller</i>
William & Michelle DeBoard, Lot 13		
Scott & Lynn Studer, Lot 14		
Lauren Haas, Lot 15	<i>Lauren Haas</i>	<i>Steven O. Miller</i>
Kenneth & Catherine Carlson, Lot 16		
Stoney Meadows HOA Lot 17/1		
RAA Farm LLC Lot 17/2		
Reid & Eike Ten Kley, Lot 18		
Gurdip & Rajinder Bains, Lot 19		
Charles & Susan Fell, Lot 20		<i>Steven O. Miller</i>




Lot Owner(s)	Signature	Signature witnessed by:
Larry & Joann Bair, Lot 7		Steven O. Miller
Scott & Heidi Rushing, Lot 8		Steven O. Miller
Carey & Kathleen Smith, Lot 9	Karrie Smith	Steven O. Miller
Steve & Judy Chamberlain, Lot 10		Steven O. Miller
Edward Holden & Mary Kathleen Finley, Lot 11	 	Steven O. Miller
Jeffrey & Marguerite Blackman, Lot 12		
William & Michelle DeBoard, Lot 13		Steven O. Miller
Scott & Lynn Studer, Lot 14	 	Steven O. Miller
Lauren Haas, Lot 15		
Kenneth & Catherine Carlson, Lot 16	 Catherine L. Carlson	Steven O. Miller
Stoney Meadows HOA Lot 17/1		
RAA Farm LLC Lot 17/2		
Reid & Eike Ten Kley, Lot 18		
Gurdip & Rajinder Bains, Lot 19	 	Steven O. Miller
Charles & Susan Fell, Lot 20		

Lot Owner(s)	Signature	Signature witnessed by:
Albert & Rosemary Griggs, Lot 21	Albert L. Grigg Rosemary A. Grigg	Steven O. Miller
Kazuya & Junko Watari, Lot 22	Kazuya Watari Junko Watari	Steven O. Miller
Martinez Lopez & Lesly Collins, Lot 23		
John & Norma Christensen, Lot 24	John L. Christensen	Steven O. Miller
David & Lori Fanning, Lot 25		
Jason & Laura Mertens, Lot 26	Laura Mertens Jason Mertens	Steven O. Miller
Rex & Faye Wong, Lot 27	Rex Wong Faye Wong	Steven O. Miller
Jack & Cynthia Graves, Lot 28	Jack C. Graves Cynthia Graves	Steven O. Miller
Alan & Judith Stewart, Lot 29	Judith Stewart Alan Stewart	Steven O. Miller
Douglas & Judith Ten Kley, Lot 30		
Michael & Christine Donabedian, Lot 31	Michael Donabedian Christine Donabedian	Steven O. Miller
Paul & Margaret Tsay, Lot 32	Margaret Tsay Paul Tsay	Steven O. Miller
Gregory & Mary Foster, Lot 33	Gregory Foster Mary Foster	Steven O. Miller
Steven & Karen Miller, Lot 34	Karen Miller St. O. Miller	Steven O. Miller
Tracy & Lynda Wilson, Lot 35		
Kay Thorpe, Lot 36	K.M. - POA	Lisa Kaye machan Karen Miller
Christopher & Michal Whitman, Lot 37	Christopher Whitman	Michal Whitman Karen Miller

Christopher Whitman

Michal Whitman

Lot Owner(s)	Signature	Signature witnessed by:
Albert & Rosemary Griggs, Lot 21		
Kazuya & Junko Watari, Lot 22		
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Jason & Laura Mertens, Lot 26		
Rex & Faye Wong, Lot 27		
Jack & Cynthia Graves, Lot 28		
Alan & Judith Stewart, Lot 29		
Douglas & Judith Ten Kley, Lot 30		
Michael & Christine Donabedian, Lot 31		
Paul & Margaret Tsay, Lot 32		
Gregory & Mary Foster, Lot 33		
Steven & Karen Miller, Lot 34		 
Tracy & Lynda Wilson, Lot 35		
Kay Thorpe, Lot 36		
Christopher & Michal Whitman, Lot 37		

Lot Owner(s)	Signature	Signature witnessed by:
David & Donna Madore, Lot 38		
Robert & Barbara Riehm, Lot 39	 	Steven O. Mill
Rebecca Witt, Lot 40		Steven O. Mill
Lyubov Ciobanu Lot 41		

[DELETIONS ARE INDICATED BY STRIKEOUT  
AND ADDITIONS ARE INDICATED BY UNDERLINING,  
EXCEPT SECTION HEADINGS ARE  
UNDERLINED IN THE ORIGINAL]

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Section 1. Creation of the Lien and Personal Obligation of Assessments. ~~The Declarant, for each lot owned within the properties, hereby covenant, and e~~Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments ~~for capital improvements~~, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. ~~The annual and special assessments levied by the Association~~ shall be used exclusively to promote or protect the Association's interests, the recreational, health, safety, and welfare of the residents in the properties, and for the improvements and maintenance of the Common Areas, including those real property taxes of the Common Areas. The annual and special assessments may be used to pay legal costs, attorney fees, expert witness fees, and other professional fees.

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(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment ~~applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, any such assessment shall have the assent by a vote of two-thirds (2/3) of the total membership~~ members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Objections to a notice of a meeting called for the purpose of taking any action authorized under Sections 3 and 4, and differences between members in interpreting the quorum and voting requirements for that meeting, may be resolved by the assent of sixty percent (60%) of all of the votes of the total membership.

Section 6. Uniform Rate of Assessment: Both annual assessments and special assessments must be fixed at a uniform rate for all lots ~~and must be collected on a monthly basis, provided, however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.~~

The undersigned owners of not less than 75% of the lots of STONEY MEADOWS SUBDIVISION hereby amend the Covenants, Conditions and Restrictions of said Subdivision Plat recorded in Book H, Page 454, Auditor's File Number 8905310191.

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Additional legal descriptions and property tax parcel numbers:

1. STONEY MEADOWS LOT 1 .96A SUB 90, PIN 171912002
2. STONEY MEADOWS LOT 2 .93A SUB 90, PIN 171912004
3. STONEY MEADOWS LOT 3 .93A SUB 90, PIN 171912006
4. STONEY MEADOWS LOT 4 .94A SUB 90, PIN 171912008
5. STONEY MEADOWS LOT 5 1.11A SUB 90, PIN 171912010
6. STONEY MEADOWS LOT 6 1.06A SUB 90, PIN 171912012
7. STONEY MEADOWS LOT 7 1.09A SUB 90, PIN 171912014
8. STONEY MEADOWS LOT 8 1.32A SUB 90, PIN 171912016
9. STONEY MEADOWS LOT 9 .90A SUB 90, PIN 171912018
10. STONEY MEADOWS LOT 10 1.07A SUB 90, PIN 171912020
11. STONEY MEADOWS LOT 11 1.06A SUB 90, PIN 171912022
12. STONEY MEADOWS LOT 12 .93A SUB 90, PIN 171912024
13. STONEY MEADOWS LOT 13 .95A SUB 90, PIN 171912026
14. STONEY MEADOWS LOT 14 .94A SUB 90, PIN 171912028
15. STONEY MEADOWS LOT 15 .94A SUB 90, PIN 171912030
16. STONEY MEADOWS LOT 16 .94A SUB 90, PIN 171912032
17. STONEY MEADOWS #2 LOT 17 101.70A SUB 90, PIN 171912036
18. STONEY MEADOWS LOT 18 1A SUB 90, PIN 171912038
19. STONEY MEADOWS LOT 19 1.04A SUB 90, PIN 171912040
20. STONEY MEADOWS LOT 20 .92A SUB 90, PIN 171912042
21. STONEY MEADOWS LOT 21 .92A SUB 90, PIN 171912044
22. STONEY MEADOWS LOT 22 .92A SUB 90, PIN 171912046
23. STONEY MEADOWS LOT 23 .92A SUB 90, PIN 171912048
24. STONEY MEADOWS LOT 24 .92A SUB 90, PIN 171912050
25. STONEY MEADOWS LOT 25 .92A SUB 90, PIN 171912052
26. STONEY MEADOWS LOT 26 1.15A SUB 90, PIN 171912054
27. STONEY MEADOWS LOT 27 1.19A SUB 90, PIN 171912056
28. STONEY MEADOWS LOT 28 .91A SUB 90, PIN 171912058
29. STONEY MEADOWS LOT 29 1.24A SUB 90, PIN 171912060
30. STONEY MEADOWS LOT 30 1.02A SUB 90, PIN 171912062
31. STONEY MEADOWS LOT 31 .95A SUB 90, PIN 171912064
32. STONEY MEADOWS LOT 32 1.11A SUB 90, PIN 171912066
33. STONEY MEADOWS LOT 33 .94A SUB 90, PIN 171912068
34. STONEY MEADOWS LOT 34 .90A SUB 90, PIN 171912070
35. STONEY MEADOWS LOT 35 .96A SUB 90, PIN 171912072
36. STONEY MEADOWS LOT 36 .94A SUB 90, PIN 171912074
37. STONEY MEADOWS LOT 37 .96A SUB 90, PIN 171912076
38. STONEY MEADOWS LOT 38 .99A SUB 90, PIN 171912078
39. STONEY MEADOWS LOT 39 .98A SUB 90, PIN 171912080
40. STONEY MEADOWS LOT 40 1.52A SUB 90, PIN 171912082
41. STONEY MEADOWS LOT 41 5.02A SUB 90, PIN 171912084