

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
ESTABLISHMENT OF THE HOMEOWNERS ASSOCIATION
FOR THE
PLAT OF STONEY MEADOWS

THIS DECLARATION, made on the date hereinafter set forth by Stoney Meadows Joint Venture, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is owner of certain real property in the County of Clark, State of Washington, which is more particularly described as follows: STONEY MEADOWS SUBDIVISION as recorded in Book H of Plats, Page 454 , Auditor's File No. 8905310191.

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Stoney Meadows Homeowners Association, it's successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as Lot 17/1 of the final Plat of Stoney Meadows Subdivision. The Common Area shall be conveyed to the Association at the time the Class B membership is converted to Class A membership per Article III, Section 2, delineated later in this text.

Section 6. "Declarant" shall mean and refer to the parties described in the preamble hereto, their successors and assigns who acquire all of the Declarant's interest in Stoney Meadows Subdivision.

Section 7. "A.C.C." shall mean the Architectural Control Committee as defined in Article V following.

ARTICLE II

Property Rights

Section 1. Owner's Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the maintenance and upkeep of the Common Area and any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid;

(c) the right of the Association to dedicate or transfer all or a part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of use: Any owner may delegate in accordance with the By-Laws, his rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Homeowners Association Operating Account: Declarant, on behalf of the Association, has funded the initial operating account in an amount exceeding Ten Thousand Dollars (\$10,000.00). Northwest National Bank is the depository selected by the Declarant. The Association may change the selected depository as the Association deems necessary and appropriate.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A membership shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be the Declarants and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) on January 1, 1995.

Section 3. There shall be an annual meeting of the Association each year, at a time, date and place established by the Board of Directors of the Association, upon thirty (30) days written notice to the members at their address as reflected on the records of the Association. Other meetings of the Association may be called by the Board of Directors from time-to-time. A meeting of the Association may also be called upon thirty (30) days written notice signed by members representing ten percent (10%) of all lots.

Section 4. There shall be an Association Board of Directors of between three (3) and five (5) members. The initial Board of Directors shall consist of Frank L. Cassidy, Jr., William D. Huyette and Robert W. Roberts. Thereafter all Directors shall be members of the Association. The Association shall adopt By-Laws providing for the election of Directors and Officers, providing for the terms therefor and dealing with matters affecting the conduct of the Association. The Board of Directors shall have the authority to adopt rules regulating the conduct of members and other persons, including rules governing the use of lots and Common Areas in addition to those rules contained in Section 11 of this Declaration, including provisions for the enforcement of any rules.

ARTICLE IV

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the properties, hereby covenant, and 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 assessment levied by the Association shall be used exclusively to promote 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.

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 total membership 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 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership 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.

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.

Section 7. Dates of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specific lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of one percent (1%) per month. The Association or the Declarant may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes: In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all owners, and said portion of each owner's share delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was on the owner's lot.

Section 11. Subordination of the Lien of Taxes to Mortgage: The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility: Maintenance of the Common Areas and any appurtenances/improvements thereon, including the storm water discharge biofilter areas, shall be the responsibility of the Homeowners Association. The Common Areas shall be maintained as open space for the benefit of all owners. The construction of additional tennis courts, swimming pool, playground equipment, and the amenities commonly associated with common recreational areas, may be permitted after approval by the Board of Directors of the Homeowners Association and the A.C.C. Trees, shrubs, plants soil and natural growth shall not be unnecessarily disturbed.

ARTICLE V

Declaration of Protective Covenants

Section 1. Architectural Control Committee: "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Association Board of Directors shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation.

A. Membership: The initial Architectural Control Committee is composed as follows:

- (1) Robert W. Roberts
- (2) William D. Huyette
- (3) Curtis E. Nesburg

The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. In the event of retirement or resignation, replacement members of the A.C.C. shall be appointed by and serve at the pleasure of the Directors of the Homeowners Association.

B. Procedure:

- (1) The Committee's approval or disapproval as required in these covenants, shall be in writing. As a condition of approval, the A.C.C. may require a builder to deposit funds to insure repair of any curbs, sidewalks, streets, or utilities damaged by such construction. In the event the Committee or it's designated representative fails to approve

or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, square footage as defined in Article V, Section 19, will be a requirement whether plans have or have not been approved:

(2) So as to maintain continuity of architectural standards, the Declarant retains the right to approve plans and specifications on all remaining vacant lots owned by the Declarant. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

Section 2. Property Subject to this Declaration: The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clark County, Washington, Plat of Stoney Meadows Subdivision, as the same appears on the Plat recorded in Book _____ of Plats, Page _____, records of Clark County, Washington.

Section 3. General Provisions:

(1) These restrictive Covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming underthem for a term of twenty (20) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarants and each owner or contract purchaser of a lot or building site subject to said covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violation and/or to recover damages, and failure of the Declarants, the Architectural Control Committee, or any owner or contract purchaser to enforce any covenants, conditions or restrictions or to exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney's fees to the Architectural Control Committee against any person found to be in violation hereof.

(3) Invalidation of any one of the covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Building Restrictions: All lots as recorded in the plat, except the Common Area, shall be known and described as "residential lots". A building site shall

consist of at least one or more residential lots as shown on said plat. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a building site as herein above defined. No dwelling shall be constructed or permitted upon a building site other than one attached single family dwelling for a single family occupancy only, not to exceed two (2) stories in height above the average lot elevation. Height restrictions do not relate to view as that item is solely up to the Architectural Control Committee.

Section 5. Building Limits: All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.

No lines or wires from the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground.

Section 6. Yard Requirements: All structures erected on lots 8 thru 16 and lot 18 of Stoney Meadows Subdivision shall have a thirty (30) foot front yard set-back and shall conform with Clark County regulations relative to side yard, and rear lot set-backs. All other lots shall conform as to rear and side yard requirements but shall have a minimum forty (40) foot front yard set-back.

Section 7. Approval of Plans by Architectural Control Committee. All buildings, structures and other improvements, including but not limited to, concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the property shall be submitted for prior approval by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C.C. must be submitted at least thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C. One complete set of plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house-builder approved by the A.C.C.

As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing on such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with

the surroundings, and the affect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which in the A.C.C.'s opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations.

No building, fence, hedge, boundry wall, or other permanent structures or fixtures including but not limited to, sports courts, basketball hoops, volly ball nets, tether ball poles or the like shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building set-back restrictions. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing the decision of the Committee.

Section 8. Prosecution of Construction Work: Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting, within nine (9) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. For good cause shown, the A.C.C. may extend this term.

Section 9. Landscaping Requirements: All front yards and landscaping must be fully improved with landscaping completed within two (2) months from the date of completion of the building or structure constructed thereon or prior to occupancy, whichever shall first occur; in the event of undue hardship due to whether conditions, this provision may be extended for a reasonable length of time upon written approval by the A.C.C. and the provision of appropriate security to the A.C.C. to insure completion. The appropriate security shall be as determined by the A.C.C.

Section 10. Easements: Easements for installation and maintenance of utilities and drainage are hereby reserved on each lot and easements for installation and maintenance of landscaping and berms are hereby reserved on lots 1, 10, 11, 14, 15, 18, 19, 27, 28, and 29 and the front ten (10) feet of each lot as shown on the final approved Plat of Stoney Meadows Subdivision.

Section 11. Noxious Use of Property:

A. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any residential lot or building site or on

any street within the existing property, nor shall anything be done on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of homes as builder's models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions but are subject to any and all requirements that may be imposed by the A.C.C.

B. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers set forth in these covenants.

C. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property, shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.

D. The streets in front of the lots shall not be used for the overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any kind or nature. No boat, boat-trailers, house-trailers, camper-automobiles, trucks, or other vehicles or any part thereof shall be stored or permitted to remain on any residential lot or building site unless the same is stored or placed in a garage, or in a space approved by the A.C.C.

E. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same.

F. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

G. No individual water supply system shall be permitted on any lot unless such system is located, constructed, equipped in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system shall be obtained from such authority.

H. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed, equipped in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system shall be obtained from such authority and the A.C.C.

I. No antenna or satellite dish shall be located, constructed and/or equipped on any lot so that said antenna or satellite dish is visible from the public streets serving the subdivision lots. In no case shall an antenna or satellite dish be so constructed, located and/or equipped whereby the height of the antenna exceeds the height of the home on the lot by five (5) feet. All antenna or satellite dish installation shall be approved by the A.C.C.

Section 12. Fences and Hedges: All fences, hedges, or boundary walls situated anywhere upon the residential lot or building site must be approved in writing by the A.C.C. as to its height and design prior to construction. Fences shall be artistic in design and shall not detract from the building sites or the area in general. Fencing front yards shall not be permitted other than minor landscaping structures as approved by the A.C.C. and in no case shall fencing, hedges, plants or boundary walls be permitted in front yards within twenty (20) feet of the curb. Dog runs may be acceptable in the subdivision if surrounded by a backyard fence meeting specifications. Any construction requires the prior approval of the A.C.C. No trees shall be removed by the property owners or the Homeowners Association from the Common Areas without permission from the A.C.C. The A.C.C. shall have the right to replace any tree or trees removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 13. Irrigation System: The irrigation system is the property of the Association. The system is to be used by the Association to irrigate Common Areas, plantings/landscaping and other uses as the Association deems proper. Lot owners may utilize the irrigation system to maintain their surrounding grounds and at all times must comply with an odd/even use schedule. All lots having an odd number may irrigate on Sundays and Tuesdays. All lots having an even number may irrigate on Thursdays and Saturdays. The Association is not bound by the odd/even use schedule and may irrigate as the Association deems necessary. NOTE: In no case is the water from the irrigation system to be used as a potable water source (i.e., no connection to homes - not for human consumption).

Section 14. Lighting District: For the benefit of the Association, a Lighting District has been formed. Electric power for street lighting, tennis court lighting and for the use and operation of the irrigation system will be charged to the District and subsequently paid by the Association from annual assessments. The maintenance and upkeep of the street lights, tennis court lighting, entry way lighting and the irrigation system is the responsibility of the Association.

Section 15. Septic Tank Maintenance: The lots within the subdivision of Stoney Meadows are subject to a mandatory septic tank maintenance program. The septic tank serving each lot will be pumped and an inspection made of the system each 48 month period starting on the 36 month anniversary date of the recording of the subdivision by a licensed maintenance operator approved by the Southwest Washington Health District. Enforcement of this covenant is the responsibility of the Homeowners Association of Stoney Meadows Subdivision. This covenant requires the Homeowners Association of Stoney Meadows Subdivision to forward proof to the Southwest Washington Health District within thirty (30) days of the anniversary date that the covenant has been complied with. Failure to provide said proof to the Southwest Washington Health District as afore mentioned hereby grants the Southwest Washington Health District full authority to enforce this covenant and levy all costs to the Homeowners Association of Stoney Meadows Subdivision and/or the individual homeowners of each lot as may be appropriate.

Section 16. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) dogs, and two (2) cats, or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

Section 17. Mail Boxes: All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas so designed by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 18. Garbage Cans and Refuse Disposal: Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be screened and secure so as not to be visible from any street or adjacent properties or residences.

Section 19. Signs: No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception of real estate "For Sale" or "For Rent" signs, the maximum size of which shall be two (2) feet by three (3) feet.

Section 20. Clothes Lines: No exterior lines shall be allowed that can be seen from any street.

Section 21. Roofing Materials: Shake, cedar shingles, or ceramic tile roofs are preferred.

Section 22. Driveways: All driveways shall be Portland cement concrete from the edge of the paved street to connect with the surface of the floor of the carport or the garage.

Section 23. Square Footage Minimums: Square footage for houses to be built shall be as follows:

- A. All Ramblers to have a minimum of 2200 square feet of floor area, exclusive of porches and garage;

B. All tri-levels shall have a minimum of 2850 square feet of floor area, exclusive of porches and garage;

C. All two-story houses above dirt grade at house location shall have a minimum of 2350 square feet of floor area; exclusive of porches and garage;

D. All Rambler-basement houses shall have a minimum of 2200 square feet on the main floor, exclusive of porches and garage, for a total square feet on the main level and basement level.

E. All Split-level houses shall have a minimum of 2000 square feet on the main floor, exclusive of porches and garage, and a minimum of 2600 square feet, exclusive of porches and garage, for a total square feet on the main level and split level.

ARTICLE VI

General Provisions

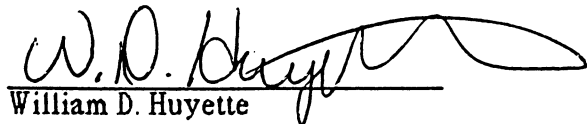
Section 1. Enforcement: The Association, the Declarant, or any Owners, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot owners. Any amendments must be recorded.

The undersigned owners of all lots of STONEY MEADOWS SUBDIVISION establish the above Covenants and Restrictions of said Subdivision. Plat recorded in Book _____, Page _____.

STONEY MEADOWS JOINT VENTURE


William D. Huyette


Stoney Meadows, Inc.
By: Robert W. Roberts - Pres.

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

On this day personally appeared before me William D. Huyette to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of May, 19 89.

GREGORY R. HOYT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 1989

Gregory R. Hoyt
Notary Public in and for the State of
Washington, residing at Vancouver.
My commission expires: 9/1/89

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

On this 31st day of May 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Robert W. Roberts to me known to be the President of Stoney Meadows, Inc. 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 he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written

GREGORY R. HOYT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 1989

Gregory R. Hoyt
Notary Public in and for the State of
Washington, residing at Vancouver.
My commission expires: 9/1/89