

**RETURN ADDRESS:**

John M. Reese  
Reese, Baffney, Schrag & Frol, P.S.  
216 South Palouse Street  
Walla Walla, WA 99362

Please print or type information

**Document Title(s) (or transactions contained therein):**

1. COVENANTS

**Reference Number(s) of Documents assigned or released:**

(on page \_\_\_\_ of document(s))

**Grantor(s)** (Last name first, then first name and initials)

1. McCoy, Robert F.  
Beko, Jillice S.
2. // additional names on page \_\_\_\_ of document.

**Grantee(s)** (Last name first, then name and initials)

1. Stone Creek Neighborhood
2. // additional names on page \_\_\_\_ of document. The Public

**Legal description** (abbreviated: i.e., lot, block, plat, or section, township, range)

Section 32 in Township 7 north, Range 36 EWM

**Assessor's Property Tax Parcel/Account Number**

// additional legal is on Exhibit "A" of document.

The auditor/recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy of completeness of the indexing information provided herein.



AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

THIS AMENDMENT, made on the date hereinafter set forth by ROBERT F. McCOY and JILLICE S. BEKO;

WITNESSETH:

1. A Declaration of Covenants, Conditions and Restrictions was signed by RICHARD MOELLER and JULIANN MOELLER on June 19, 1974 with respect to the property described in attached Exhibit "A". Such Declaration was filed with the Walla Walla County Auditor under File number 537704, Volume 17, Page 128 through 161.

2. There was a Supplementary Declaration of Covenants, Conditions and Restrictions signed by Moeller Construction Company, Incorporated on April 15, 1977 with respect to the property described in attached Exhibit "B". Such Supplementary Declaration was filed with the Walla Walla County Auditor under File number 563934, Volume 58, Pages 288 through 291.

3. Article XII, Section 3 of the original Declaration provides that such Declaration may be amended after twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

4. ROBERT F. McCOY is the President of the STONE CREEK NEIGHBORHOOD ASSOCIATION and JILLICE S. BEKO is the Secretary of the Association. The Association is the Association of the Lot Owners within the described area.

5. A proposed Amendment to Covenant VI- Section 7 is attached as Exhibit "C".

6. A proposed new Covenant VI is attached as Exhibit "D".

7. Eighty-six (86) of the one hundred nine (109) lot owners have signed approval of the Amendments attached as Exhibits "C" and "D" and their signed approvals are on file in the Association records.



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21<sup>st</sup> day of June, 2007.

STONE CREEK NEIGHBORHOOD ASSOCIATION

By Robert F. McCoy  
ROBERT F. McCOY, President

By Jillice S. Beke  
JILLICE S. BEKO, Secretary

STATE OF WASHINGTON )  
 ) ss.  
County of Walla Walla )

On this day personally appeared before me ROBERT F. McCOY and JILLICE S. BEKO, to me known to be the individuals described in and who executed the within and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of June, 2007.

John M. Reese  
Notary Public in and for the State of Washington, residing at Walla Walla.

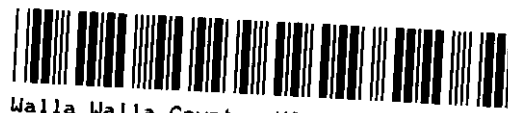
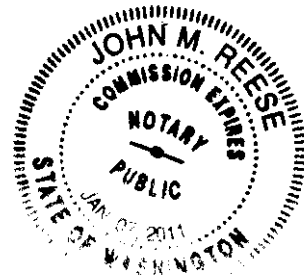


Exhibit "A"  
NEWBILL & MUNNS  
LICENSED LAND SURVEYORS  
JA 5-7180  
24 NORTH SECOND WALLA WALLA

March 20, 1974

Legal Description of Stone Creek, Phase 1:

Beginning at the Northwest corner of Section 32, Twn. 7N, R36 E.W.M. and run thence South 1392.7 feet; thence South  $15^{\circ}-11'$  East 380.0 feet; thence South- $22^{\circ}-00'$  East 175.56 feet; thence South  $5^{\circ}-00'$  West 29.0 feet; thence North  $60^{\circ}-18'$  East, 20.98 feet to the TRUE POINT OF BEGINNING for this description, said point being on the Easterly line of Plaza Way; and run thence North  $60^{\circ}-18'$  East, 291.02 feet; thence North  $33^{\circ}-59'$  West, 184.30 feet; thence North  $37^{\circ}-17'$  West, 66.49 feet; thence North  $47^{\circ}-53'$  East, 186.56 feet; thence South  $0^{\circ}-51'$  East, 80.0 feet; thence North  $89^{\circ}-09'$  East, 255.0 feet; thence South  $32^{\circ}-25'-22''$  East 553.56 feet; thence South  $60^{\circ}-00'$  West 273.39 feet; thence South  $89^{\circ}-00'$  West 279.11 feet; thence South  $0^{\circ}-51'$  East, 325.0 feet to a point in a line parallel to and 168.21 feet North, measured at right angles from the East and West centerline of said Section 32; thence South  $89^{\circ}-00'$  West, along said parallel line 345.9 feet to a point in the Easterly line of Plaza Way; thence North  $6^{\circ}-53'$  East, along said Easterly line 432.34 feet; thence on a curve to the left, having a radius of, 667.3 feet and a central angle of  $9^{\circ}-28'-26''$ , a distance of 110.34 feet to the true point of beginning.

Situate in the County of Walla Walla, State of Washington

Exhibit A to Declaration of Covenants

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Exhibit "B"

IN WALLA WALLA COUNTY, STATE OF WASHINGTON

Beginning at a point in the south line of Phase No. 1 of Stone Creek Planned Unit Development, according to the official plat thereof recorded in volume H of plats at page 28, records of Walla Walla County, Washington, said point being 330.0 feet north 89° 09' east, measured along the said south line, from the southwest corner of said Phase No. 1, and running thence north 89° 09' east 15.80 feet; thence north 0° 51' west 325.0 feet; thence north 89° 09' east 279.11 feet; thence north 60° 00' east 273.39 feet; thence north 89° 09' east 100.0 feet; thence south 10° 51' east 45.0 feet; thence north 75° 06' east 288.73 feet to a point in the westerly right of way line of the Oregon-Washington Railroad & Navigation Company; thence following the said westerly line, in a southeasterly direction, on a curve to the right, having a radius of 5679.67 feet and a central angle of 6° 42' 30" for a distance of 664.99 feet to a point in the east and west center line of Section 32 in Township 7 north, Range 36 East of the Willamette Meridian; thence south 89° 09' west, along the said center line, 1072.64 feet to a point which is 330.0 feet north 89° 09' east of the point of intersection of said center line with the easterly line of the county road known as Plaza Way; thence north 6° 53' east, parallel to the easterly line of said Plaza Way, a distance of 170.18 feet to the point of beginning.

FILED FOR RECORD  
IN WALLA WALLA CO. WASH.

BY *Fischer Mueller*

APR 15 3 55 PM '77

RECORDED IN VOL \_\_\_\_\_  
OF \_\_\_\_\_ PAGE \_\_\_\_\_  
THEODORE S. BJERKE  
AUDITOR

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Covenant VI

Section 7. Date of Commencement of Monthly Assessments Due Dates. The yearly assessments provided for herein shall commence and be due and payable on the date (which shall be the first day of the year) fixed by the Board of Directors for the Association to be the date of commencement. Members may choose a payment method of three options. One time payment, half yearly payment or quarterly payments. If the member is choosing a method other than the one time payment, notice shall be made to the treasurer, along with the first payment, by the payable date (which shall be the first day of the year) fixed by the Board of Directors for the Association.

Each member shall inform the Treasurer of the Board of Directors which payment option is chosen at the time of the member's first payment. If a member does not notify the treasurer of the option and include an installment by the first day of the year, it will be assumed that the member has chosen the once yearly payment option. If no payment is received by January 30<sup>th</sup> of the current dues owed year, it will be considered past due and will be addressed as provided in Section 8 hereof.



Covenant VI

Section 11. New Member Initiation Fee. Beginning this date, January 1, 2007, and from this date forth, a one time initiation fee will be charged to all new members of \$200.00. This fee shall be assessed on the date of closing for the new Owner's property and payable to the Association immediately.

If the fee is not paid when due, it shall be delinquent. If the fee is not paid within thirty days after the new Owner's closing date, the fee shall bear interest from the date of delinquency at the rate of six percent (6%) per anum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interests, costs and reasonable attorney's fees of any such action shall be added to the amount of the initiation fee. No owner may waive or otherwise escape liability for the initiation fee provided for herein by non-use of the Common Area or abandonment of the homeowner's lot.

Notwithstanding to the contrary herein, no initiation fee shall be due from any person or entity who takes title through foreclosure upon the lien of any first priority mortgage covering the Lot or the lien of any secondary purchase money mortgage covering the lot.

