

4309297 MULTI

RecFee - \$68.00 Pages: 5 - FIRST AMERICAN TITLE
Clark County, WA 4/10/07 2:30 PM



RETURN ADDRESS

J. Miller
Helmes Development Inc.,
11815 NE 113th St, Suite 100
Vancouver, WA 98662

COPY

DOCUMENT TITLE(S): ^{SECOND} SUPPLEMENT AND AMENDMENT TO
DECLARATION

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S): 4218629,
plat at Book 311, page 415, & 4290091

GRANTOR(S): Helmes Development Inc.

GRANTEE(S): FIELDSTONE ~~Phase I~~

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section,
township, range, quarter/quarter)

SE 1/4 of SW 1/4 of S36 T3N R2E WM

TAX PARCEL NUMBERS

200545-002 thru 200545-044 even
200607-002 thru 200601-074 even

2ND SUPPLEMENT AND AMENDMENT TO THE
DECLARATION FOR FIELDSTONE - 1

SECOND SUPPLEMENT AND AMENDMENT TO DECLARATION
AMENDING THE
DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FIELDSTONE

The DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIELDSTONE, as recorded under the following Clark County Auditor's Recording Numbers:

1. Original Declaration filed under Clark County Auditor's recording number 4218629, and First Supplement filed under Auditor's recording number 4290091 on February 26, 2007.

(hereinafter "the Declaration") is hereby amended as follows:

A. Article VIII is amended, to add the following paragraph immediately after the last paragraph of such Article VIII:

Homeowners Association: The Declarant shall have the unilateral right, at any time prior to five (5) years from the recording of this Supplement and Amendment to the Declaration:

1. *To create a Homeowners Association, as a non-profit Washington corporation, for such purposes as the Declarant may determine appropriate, in the exercise of Declarant's discretion, and to adopt and record Articles of Incorporation and Bylaws for such Association.*
2. *To grant to such Homeowners Association powers as the Declarant may determine to be appropriate, in the exercise of Declarant's discretion, including but not limited to the power to assess and collect dues from lots and/or units and/or lot owners or occupants subject to the Declaration, to enforce the terms of the Declaration and/or rules and regulations as adopted by the Homeowners Association, to manage and/or maintain any common or public area (and/or take title to any such common area), to impose and collect fines pursuant to such enforcement procedures as adopted therein (subject to provisions as may be found in RCW 64.38), and to promulgate, adopt, and enforce architectural and/or construction requirements, for either new construction and/or for modifications to any structure.*
3. *To authorize such Homeowners Association to take such other acts as may seem useful and prudent to the Declarant.*
4. *All lots and units subject to the Original Declaration and to this*

Supplement and Amendment to Declaration shall be subject to the authority of such Association, and to the powers, rights, and duties delegated to same pursuant to this Amendment.

B. Article VI Section 14 is deleted in its entirety, and the following substitute section 14 is added to the Declaration, as follows:

Article VI

Section 14. Sheds, Tents, Trailers, Temporary Structures, Shops and Accessory Buildings. Except as may be permitted by Declarant, no detached structure or building (hereinafter "detached building") shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling together with an attached private garage. However, the foregoing shall not exclude a private swimming pool, a shelter for the protection of said pool, or a garden shed, workshop or additional garage, not to exceed a 24' x 24' foundation dimension and 10' wall height for lots less than 10,000 square feet, and not to exceed a 30' x 40' foundation dimension and 10' wall height for lots less than 12,000 square feet. No detached building shall exceed 24' in height (measured from the base of the lowest wall on such building). The location of any detached building shall conform with the applicable municipal regulations, and shall be compatible in design and decoration with the main residence on such lot. Any such detached building shall be built of substantially the same materials as the main residence thereon, shall comply with all requirements of the municipal and/or other applicable government agency having jurisdiction, and shall not be used for any business purposes, or be a habitated or habitable structure. Except as may be permitted by the Declarant, no tent, utility shed, shack, trailer, recreational vehicle, or other vehicle or structure of a temporary nature shall be used for residential purposes or habitated or habitable structure. Plans for any detached structure exceeding 120 square feet in size shall be subject to prior review and approval by the Declarant (in the exercise of Declarant's discretion), for a period of five (5) years from recording of this Supplement and Amendment.

This amendment was made by the Declarant, which pursuant to Article VIII of the Declaration, has and had the unilateral right, privilege, and option, from time to time to amend same, such amendment occurring prior to December 31, 2016. This annexation is accomplished by filing the original of same in the Auditor's Office of Clark County, Washington. This amendment shall be effective upon the filing for record of this Supplemental Declaration.

Pursuant to Article VII, Section 2 of the Declaration, the Declaration may be unilaterally amended by the Declarant at any time that Declarant owns more than fifty (50%) percent of all lots, this Supplement and Amendment to Declaration further occurring at a date on which Declaration does own more than 50% of all such lots.

This document shall be a certificate of the Amendment, prepared, executed, attested, and certified by the Declarant.

Dated and certified this 9 day of April, 2007.

Chris Helmes

Declarant, Helmes Development Inc., by Chris Helmes,
President

Dated, attested to, and certified this 9 day of April, 2007.

Kirk Helmes

Declarant, Helmes Development Inc., by Kirk Helmes,
Vice President

STATE OF WASHINGTON)
 : ss.
County of Clark)

On this 9 day of April, 2007, before me personally appeared Chris Helmes, to me known to be the President of Helmes Development Inc. or other authorized officer or agent, as the case may be) of the corporation, limited liability company, or entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, limited liability company, or entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said corporation, limited liability company, or entity.

Dated this 9 day of April, 2007.

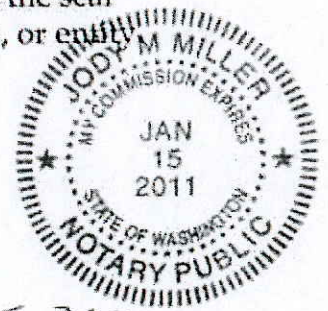
Jody M. Miller

NOTARY PUBLIC

Residing at Vancouver.

My Appointment Expires: January 15, 2011

Jody M. Miller

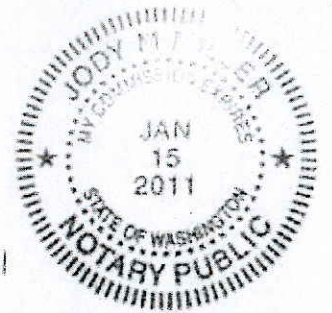


STATE OF WASHINGTON)
 : ss.
County of Clark)

On this 9 day of April, 2007, before me personally appeared Kirk Helmes, to me known to be the Vice President of Helmes Development Inc. or other authorized officer or agent, as the case may be) of the corporation, limited liability company, or entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, limited liability company, or entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said corporation, limited liability company, or entity.

Dated this 9 day of April, 2007.

Jody M. Miller
NOTARY PUBLIC
Residing at Vancouver.
My Appointment Expires: Jan. 15, 2011
Jody M Miller



Attachments:

Exhibit A = Property subject to this Supplemental Amendment to the Declaration