

BK 311
Pg 6

RETURN ADDRESS

Clark County – Public Works, Administration

DOCUMENT TITLE (S)

Whipple Creek Place, Phase A

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)

FLD2001-00035

GRANTOR (S)

Whipple Creek Properties, L.L.C., a Washington limited liability company
Dolores V. Flagg, Trustee of the Dolores V. Flagg Revocable Living Trust, dated
February 14, 1997

Bank of America, N.A., a national banking association

Byron Miller and Linda L. Miller

Byron A. Miller and Linda L. Miller, Co-Trustees of the Byron A. Miller and Linda
L. Miller Revocable Trust dated March 24, 1997

GRANTEE (S)

Whipple Creek Place Phase "A"

Public

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

Tax Lot 132, located in the SE ¼ and the SW ¼ of the NW ¼ of Section 22,
Township 3 North, Range 1 East of the Willamette Meridian.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

185575-000, 185577-000, 185582-000, 185587-000, 185588-000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**3505343**

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08/27/2002 10:53A

Clark County, WA

PUBLIC WORKS

PLAT

0.00

DESCRIPTION

ORDER NO.: K126903

Legal

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART THEREOF

DEDICATION

We the undersigned owners of the above described real estate, do hereby lay out and plat the same into streets, as shown upon the accompanying map; to be known as:

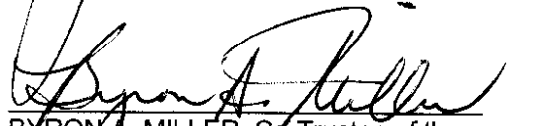
WHIPPLE CREEK PLACE PHASE "A"


and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

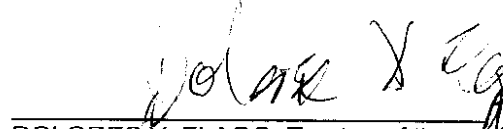
DATED 23rd day of July , 2002


WHIPPLE CREEK PROPERTIES, L.L.C.,
a Washington limited liability company

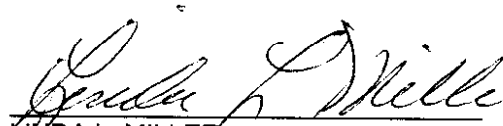

BANK OF AMERICA, N.A.,
a national banking association


BYRON A. MILLER, Co-Trustee of the
BYRON A. MILLER and LINDA L. MILLER
REVOCABLE TRUST dated March 24, 1997


LINDA L. MILLER, Co-Trustee of the
BYRON A. MILLER and LINDA L. MILLER
REVOCABLE TRUST dated March 24, 1997


DOLORES V. FLAGG, Trustee of the
DOLORES V. FLAGG REVOCABLE
LIVING TRUST, dated February 14, 1997


BYRON MILLER


LINDA L. MILLER

Abbreviated Legal Description: Section 22, Township 3 North, Range 1 East
Tax Account No.: 185577-000, 185575-000 and 185532-000

K 126903



STATE OF ~~WASHINGTON~~)
OREGON) ss
COUNTY OF ~~CLARK~~)
MULTNOMAH)

On this 31st day of July, 2002, before me, the undersigned, A Notary Public in and for the State of ~~Washington~~ OREGON, duly commissioned and sworn, personally appeared BRIAN JARCHOW to me known to be the

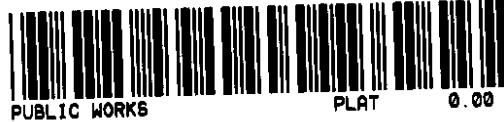
SENIOR VICE PRESIDENT of
BANK OF AMERICA, N.A. the entity that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that BRIAN JARCHOW is/are authorized to execute the said instrument on behalf of said entity.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Robin L. Kraupp
Notary Public in and for the State of ~~Washington~~ OREGON
Residing at Oregon
My Commission expires 5-3-2003

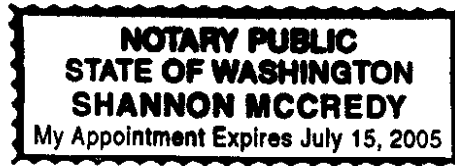


K126903



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Page: 4 of 88
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Clark County, WA

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)



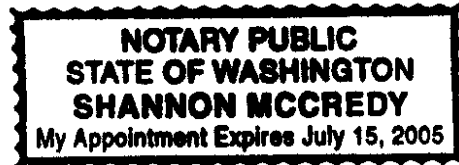
On this day personally appeared before me

Byron A. Miller
to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as to be free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 30 day of July, 2002

Shannon McCredy
Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7/15/05

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)



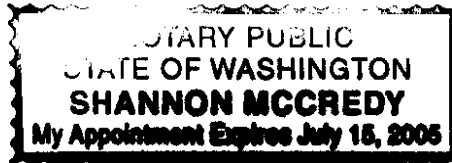
On this day personally appeared before me

Linda L. Miller
to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as to be free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 30 day of July, 2002

Shannon McCredy
Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7/15/05

K 126903

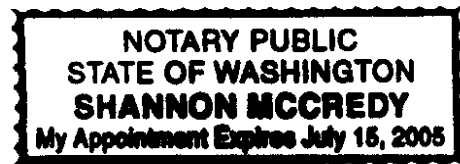


STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this 29 day of July, 20 02, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno to me known to be the managing member of Whipple Creek Properties LLC the entity that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of said entity.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Shannon McCredy
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission expires 7/15/05



STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

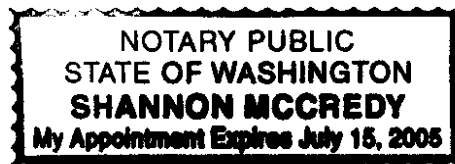
On this 30 day of July, 20 02, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Byron A. Miller to me known to be the co-trustee of the Miller Trust the entity that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of said entity.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Shannon McCredy
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission expires 7/15/05



K 126903



STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this 30 day of July, 20 02, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Linda L Miller to me known to be the Co-Trustee of the Miller Trust the entity that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that She is/are authorized to execute the said instrument on behalf of said entity.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

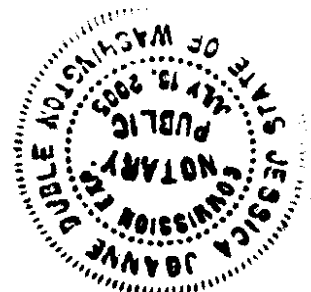
Shannon McCreedy
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission expires 7/15/05

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this 31st day of July, 20 02, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dolores V. Flagg to me known to be the Trustee of the Dolores V. Flagg Trust the entity that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that She is/are authorized to execute the said instrument on behalf of said entity.

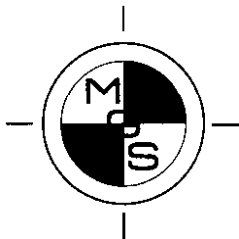
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Jessica
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission expires July 15, 2005



3505343

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Clark County, WA



**MINISTER-GLAESER
SURVEYING INC.**

**(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661**

July 19, 2002

**PERIMETER DESCRIPTION
FOR
"WHIPPLE CREEK PLACE PHASE A"**

That certain tract of land located in a portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Northwest quarter;

Thence North $89^{\circ}03'08''$ West, along the South line of said Northwest quarter for a distance of 700.76 feet, to the Southeast corner of that certain tract of land conveyed to Whipple Creek Properties L.L.C. by deed recorded under Auditor's File No. 3268309 records of Clark County, Washington and being the TRUE POINT OF BEGINNING;

Thence continuing North $89^{\circ}03'08''$ West, along said South line of the Northwest quarter and along the South lines of said Whipple Creek Properties Tract and that certain tract of land conveyed to Whipple Creek Properties LLC by deed recorded under Auditor's File No. 3271633 records of Clark County, Washington, for distance of 1270.95 feet to the Southwest corner of second mentioned Whipple Creek Properties Tract;

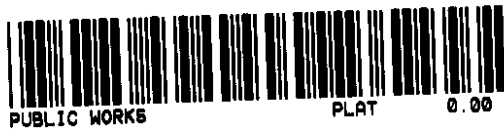
Thence North $01^{\circ}42'14''$ East, along the West line of second mentioned Whipple Creek Tract for a distance of 820.05 feet to the Northwest corner thereof;

Thence along the Northerly lines of said Whipple Creek Properties Tracts the following course:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;



Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;

Thence South $36^{\circ}41'23''$ East, for a distance of 70.60 feet;

Thence South $48^{\circ}06'11''$ East, for a distance of 130.03 feet;

Thence South $74^{\circ}48'43''$ East, for a distance of 21.59 feet;

Thence South $52^{\circ}02'20''$ East, for a distance of 46.13 feet;

Thence South $22^{\circ}28'12''$ East, for a distance of 48.23 feet;

Thence South $46^{\circ}46'55''$ East, for a distance of 33.18 feet;

Thence South $76^{\circ}43'46''$ East, for a distance of 85.02 feet;

Thence South $80^{\circ}44'11''$ East, for a distance of 107.30 feet;

Thence North $75^{\circ}27'53''$ East, for a distance of 34.81 feet;

Thence North $20^{\circ}13'37''$ East, for a distance of 47.28 feet;

Thence South $79^{\circ}33'16''$ East, for a distance of 35.54 feet;

Thence along the arc of a 223.00 foot non-tangent curve to the right, the long chord of which bears North $01^{\circ}51'21''$ West, for a chord distance of 4.29 feet through a central angle of $01^{\circ}06'09''$, for an arc distance of 4.29 feet;

Thence North $66^{\circ}48'50''$ West, for a distance of 328.66 feet;

Thence North $44^{\circ}30'04''$ West, for a distance of 307.70 feet;

Thence North $00^{\circ}00'00''$ West, for a distance of 92.00 feet;

Thence South $88^{\circ}00'00''$ East, for a distance of 209.92 feet;

Thence South $01^{\circ}43'06''$ West, for a distance of 115.00 feet;

Thence South $88^{\circ}16'54''$ East, for a distance of 15.00 feet;

Thence South $01^{\circ}43'06''$ West, for a distance of 130.00 feet;



Thence South 60°00'00" East, for a distance of 82.16 feet;

Thence South 66°48'50" East, for a distance of 301.02 feet;

Thence along the arc of a 177.00 foot radius non-tangent curve to the left, the long chord of which bears South 02°36'56" West, for a chord distance of 30.99 feet through a central angle of 10°02'43", for an arc distance of 31.03 feet;

Thence North 87°35'34" East, for a distance of 62.94 feet;

Thence North 78°35'46" East, for a distance of 70.27 feet;

Thence North 88°13'40" East, for a distance of 71.78 feet to the Northeast corner of first mentioned Whipple Creek Tract;

Thence South 03°05'43" West, along the East line of first mentioned Whipple Creek Tract for a distance of 100.00 feet;

Thence South 00°56'15" West, along said East line for distance of 162.19 feet;


Thence South 89°03'45" East, along said East line for a distance of 55.00 feet;

Thence South 00°56'15" West, along said East line for a distance of 293.08 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

The above description is an accurate description of the land actually surveyed.




Bolton C. Minister 7/22/02
Professional Land Surveyor
Minister & Glaeser Surveying, Inc.

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Dolores V. Flagg Revocable Living Trust dated February 14, 1997
Grantee:	Clark County, Washington
Legal Description:	TL 31, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185422-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," entered into pursuant to the Clark County Habitat Ordinance, CCC 13.51.030, whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that certain riparian zones shown on the plot plan of Lot 31 in Section 22, Township 3 North, Range 1 East of the Willamette Meridian will be maintained in their natural state for the purpose of supporting fish and wildlife populations.



PUBLIC WORKS



PLAT



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Clark County, WA

The Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described.

1. The Owners are the sole and exclusive owners of the following described property located in Clark County, State of Washington: Lot 31 located in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, and recorded with the Clark County Auditor as Tax Serial No. 185422-000. For a legal description see Exhibit "A." A plot plan of said real property generally showing the location of riparian zones is attached as Exhibit "B".

2. It is the purpose of this covenant to require that certain riparian zones as shown on the aforementioned plot plan will be maintained in natural state in order to preserve and protect the riparian ecosystem for the purpose of supporting fish and wildlife populations.

3. Consistent with the purpose of this covenant, riparian zones shall be maintained in a natural state. Unless otherwise approved by the Director of Planning for the County, the following activities shall not occur within such areas: the construction of any structure; the removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material; the drainage, intentional flooding, or disturbing of the water level or water table; or the destruction or alteration of vegetation through clearing, harvesting, intentional burning, or grazing: provided, however, that the foregoing shall not be construed to prohibit the pruning or removal of dead, dying or diseased trees and shrubs, the harvesting of wild crops in a manner that is not injurious to natural production of such crops, or the planting of native vegetation which is indigenous to the area.

4. Intentionally left blank.

5. Nothing in this covenant shall be construed to provide for public use of, or entry into, the riparian zones as shown on the above-referenced plot plan. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant; provided that the owners, their successors or assigns, are given at least 24-hours advance notice of any such entry.

6. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.

7. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

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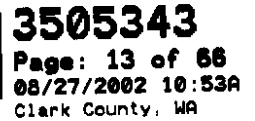
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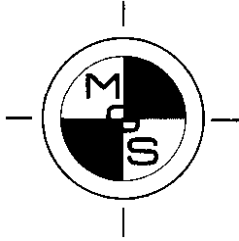
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Clark County, WA



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South 89°03'08" East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North 01°42'14" East, along said West line for a distance of 1316.54 feet to the North line of said Northwest quarter;

Thence South 89°04'05" East, for a distance of 657.57 feet to the Northeast corner of said Southwest quarter;

Thence South 01°43'06" West, along the East line of said Southwest quarter for a distance of 642.17 feet to the TRUE POINT OF BEGINNING;

Thence South 55°48'27" East, for a distance of 49.29 feet;

Thence South 57°18'24" East, for a distance of 27.06 feet;

Thence South 60°41'21" East, for a distance of 28.88 feet;

Thence South 62°22'15" East, for a distance of 38.42 feet;

Thence South 67°29'25" East, for a distance of 75.09 feet;



PLAT

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Thence South $66^{\circ}43'43''$ East, for a distance of 54.60 feet;

Thence South $67^{\circ}42'55''$ East, for a distance of 11.45 feet;

Thence South $45^{\circ}25'15''$ East, for a distance of 19.59 feet;

Thence South $20^{\circ}13'37''$ West, for a distance of 47.28 feet;

Thence South $75^{\circ}27'53''$ West, for a distance of 34.81 feet;

Thence North $80^{\circ}44'11''$ West, for a distance of 107.30 feet;

Thence North $76^{\circ}43'46''$ West, for a distance of 85.02 feet;

Thence North $46^{\circ}46'55''$ West, for a distance of 33.18 feet;

Thence North $22^{\circ}28'12''$ West, for a distance of 19.64 feet to the said East line;

Thence North $01^{\circ}43'06''$ East, along said East line for a distance of 118.17 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

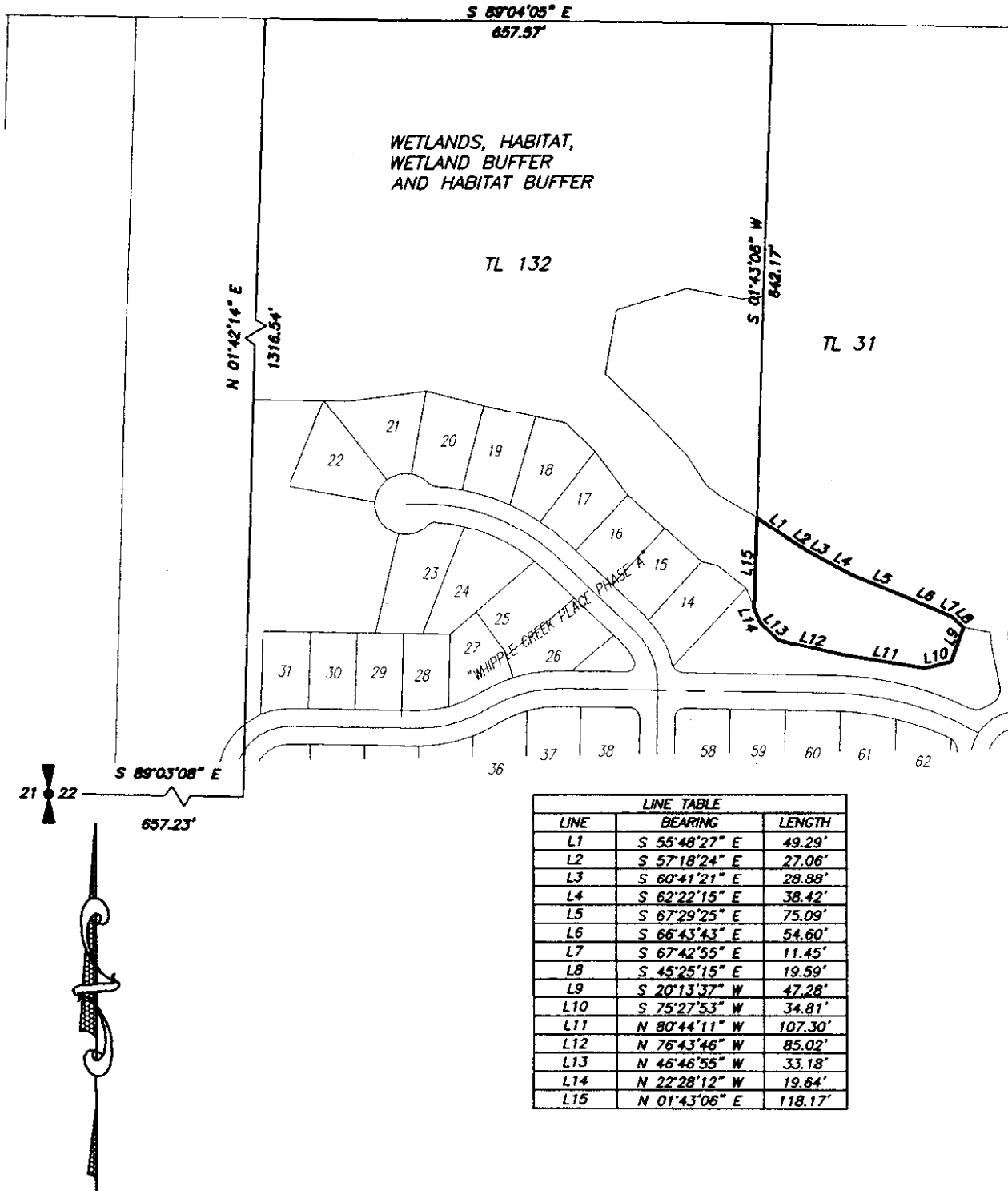


6-17-02

EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 55°48'27" E	49.29'
L2	S 57°18'24" E	27.06'
L3	S 60°41'21" E	28.88'
L4	S 62°22'15" E	38.42'
L5	S 67°29'25" E	75.09'
L6	S 66°43'43" E	54.60'
L7	S 67°42'55" E	11.45'
L8	S 45°25'15" E	19.59'
L9	S 20°13'37" W	47.28'
L10	S 75°27'53" W	34.81'
L11	N 80°44'11" W	107.30'
L12	N 76°43'46" W	85.02'
L13	N 46°46'55" W	33.18'
L14	N 22°28'12" W	19.64'
L15	N 01°43'06" E	118.17'

NOT TO SCALE



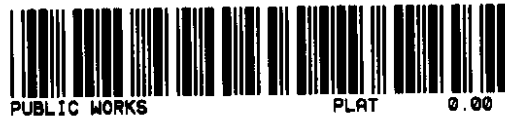
FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Dolores V. Flagg Revocable Living Trust dated February 14, 1997
Grantee:	Clark County, Washington
Legal Description:	TL 31, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185422-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner(s) Dolores V. Flagg, Trustee of the *Dolores V. Flagg Revocable Living Trust dated February 14, 1997*, of certain real property described in Exhibit "A," on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agree that this covenant shall run with the land. It is the purpose of this covenant that certain wetland and streams and their associated buffer areas as shown in Exhibit "B" will be maintained in a protected state as follows:



1. A physical demarcation along the upland boundary of the buffer area shall be installed and thereafter maintained. Such demarcation may consist of logs, a tree or hedge row, fencing or other prominent physical marking approved by the Director of Planning for the County. Any change to the type of demarcation shall similarly be approved by the Director of Planning.
2. Consistent with the purpose of this covenant, the following activities shall not occur within wetlands, streams and their associated buffers unless otherwise approved by the Director of Planning for the County.
 - a. the removal, excavation, grading, dredging, dumping, discharging, or filling of soil, sand, gravel, mineral, organic matter, or any material in excess of fifty (50) cubic yards or impacting more than one (1) acres of wetland or buffer, except where undertaken for maintenance (but not construction) of drainage ditches or for emergency utility repair.
 - b. the construction of a structure, provided, that this shall not apply to the reconstruction of damaged or destroyed structures or the expansion of a residential structure or accessory residential structure on a lawfully established pre-existing lot;
 - c. the construction of stormwater management facilities;
 - d. the destruction or alteration of wetlands vegetation through clearing, harvesting; intentional burning, or planting of vegetation that would alter the character of the wetland or buffer. Provided, however that the foregoing shall

not apply to the following activities undertaken in a manner which minimizes impacts:

- i. the pruning or removal of dead, dying or diseased trees and shrubs
 - ii. the harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation, or the planting of native vegetation which is indigenous to the area.
 - iii. the removal or eradication of noxious weeds so designated in Title 7 of Clark County Code or other exotic nuisance plants including non-native blackberries.
 - iv. site investigative work necessary for land use application submittals such as surveys, soil logs and percolation tests.
 - v. the construction of trails which shall be pervious or elevated when located within wetlands.
 - vi. emergency fire control or utility repair
 - vii. activities of the mosquito control district.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the wetland or buffer areas shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant: provided that owners or their heirs, successors or assigns are given at least 24-hours advance notice of any such entry.

4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

Dolores V. Flagg Revocable Living Trust
dated February 14, 1997

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Dolores V. Flagg
Dolores V. Flagg, Trustee

APPROVED AS TO FORM ONLY:

ARTHUR CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Richard S. Lowry
Deputy Prosecuting Attorney



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Clark County, WA

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Dolores v. Flagg signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/20/02

Jessica Duble

Notary Public in and for the State of Washington,
residing at Vancouver, WA
My appointment expires: July 15, 2005

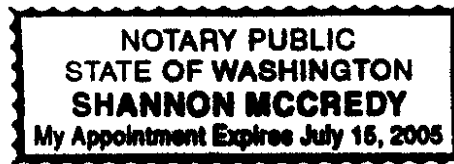


DEVELOPER INDEMNITY: Whipple Creek Properties, L.L.C., developer of the above-referenced parcel, whose development proposal has resulted in the requirement of this covenant, shall indemnify and hold harmless Byron Miller & Linda L. Miller, from and against any expenses incurred in complying with this covenant, provided that any such expenses are first tendered in writing to Whipple Creek Properties, L.L.C.

Whipple Creek Properties, L.L.C.

By: Randy S. Clarno
Randy S. Clarno

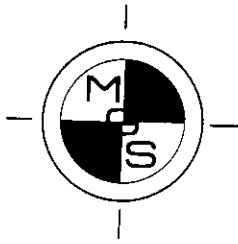
STATE OF WASHINGTON)
) ss.
County of Clark)



On this 24 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: June 24, 2002 By: Shannon McCredy

Notary Public in and for the State of Washington
residing at Vancouver



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 1316.54 feet to the North line of said Northwest quarter;

Thence South $89^{\circ}04'05''$ East, for a distance of 657.57 feet to the Northeast corner of said Southwest quarter;

Thence South $01^{\circ}43'06''$ West, along the East line of said Southwest quarter for a distance of 642.17 feet to the TRUE POINT OF BEGINNING;

Thence South $55^{\circ}48'27''$ East, for a distance of 49.29 feet;

Thence South $57^{\circ}18'24''$ East, for a distance of 27.06 feet;

Thence South $60^{\circ}41'21''$ East, for a distance of 28.88 feet;

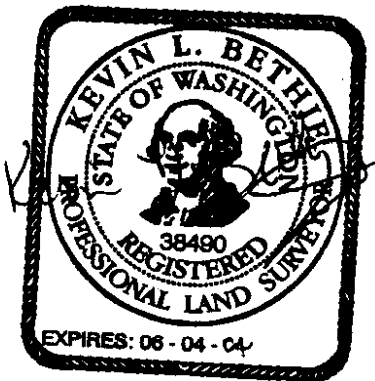
Thence South $62^{\circ}22'15''$ East, for a distance of 38.42 feet;

Thence South $67^{\circ}29'25''$ East, for a distance of 75.09 feet;



Thence South $66^{\circ}43'43''$ East, for a distance of 54.60 feet;
Thence South $67^{\circ}42'55''$ East, for a distance of 11.45 feet;
Thence South $45^{\circ}25'15''$ East, for a distance of 19.59 feet;
Thence South $20^{\circ}13'37''$ West, for a distance of 47.28 feet;
Thence South $75^{\circ}27'53''$ West, for a distance of 34.81 feet;
Thence North $80^{\circ}44'11''$ West, for a distance of 107.30 feet;
Thence North $76^{\circ}43'46''$ West, for a distance of 85.02 feet;
Thence North $46^{\circ}46'55''$ West, for a distance of 33.18 feet;
Thence North $22^{\circ}28'12''$ West, for a distance of 19.64 feet to the said East line;
Thence North $01^{\circ}43'06''$ East, along said East line for a distance of 118.17 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



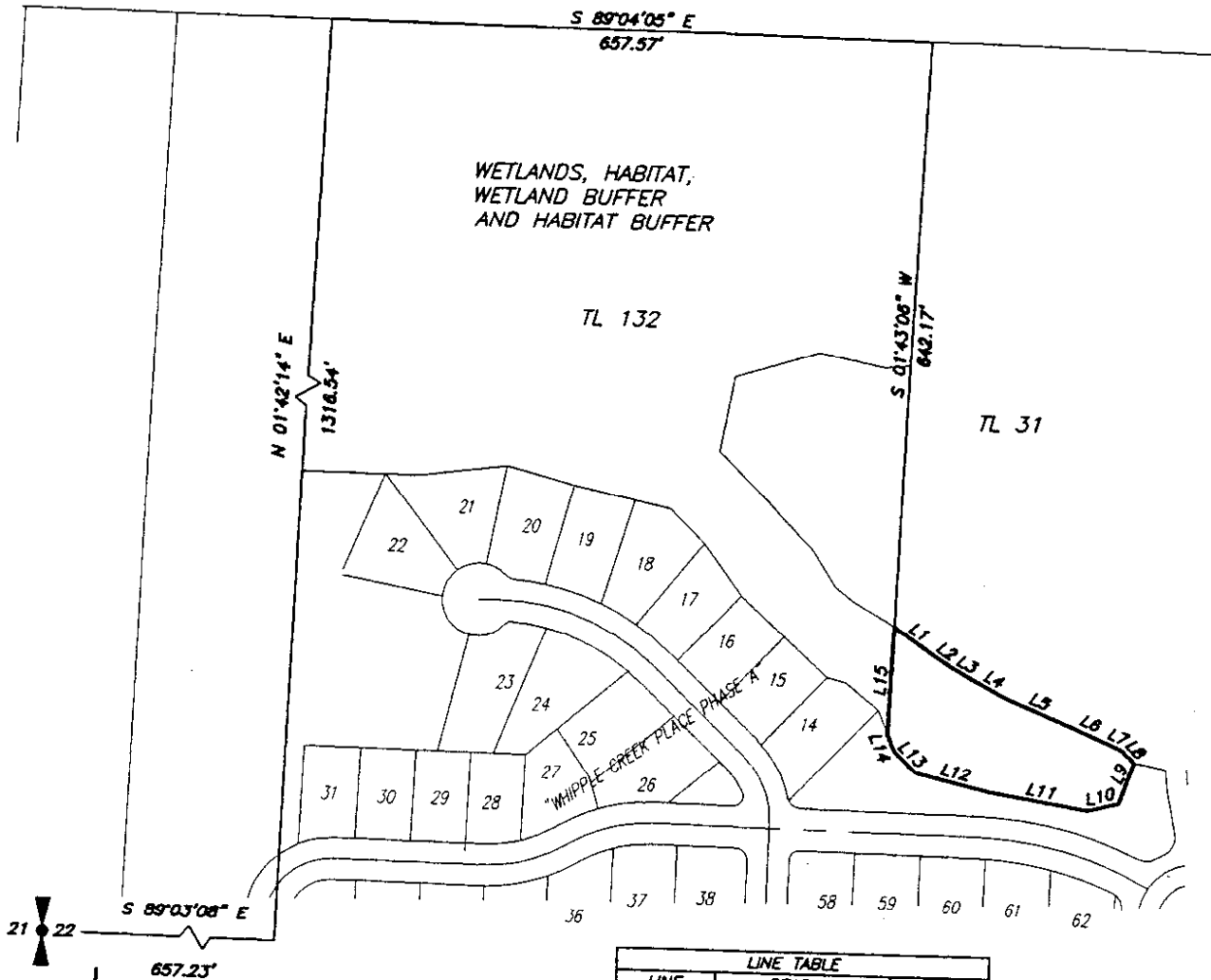
6-17-02



EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 55°48'27" E	49.29'
L2	S 57°18'24" E	27.06'
L3	S 60°41'21" E	28.88'
L4	S 62°22'15" E	38.42'
L5	S 67°29'25" E	75.09'
L6	S 66°43'43" E	54.60'
L7	S 67°42'55" E	11.45'
L8	S 45°25'15" E	19.59'
L9	S 20°13'37" W	47.28'
L10	S 75°27'53" W	34.81'
L11	N 80°44'11" W	107.30'
L12	N 75°43'46" W	85.02'
L13	N 46°46'55" W	33.18'
L14	N 22°28'12" W	19.64'
L15	N 01°43'06" E	118.17'

NOT TO SCALE



FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Owner:	Byron Miller & Linda L. Miller
Beneficiary:	Clark County, Washington
Legal Description:	TL 132, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185532-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," entered into pursuant to the Clark County Habitat Ordinance, CCC 13.51.030, whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that certain riparian zones shown on the plot plan of Lot 132 in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, will be maintained in their natural state for the purpose of supporting fish and wildlife populations.

CLAR0230.D01.wpd

MILLER/CLARK COUNTY

CONSERVATION COVENANT RUNNING WITH THE LAND - 1

The Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described:

1. The Owners are the sole and exclusive owners of the following described property located in Clark County, State of Washington: Lot 132 located in Section 22, Township 3 North, Range 1 East of the Willamette Meridian, and recorded with the Clark County Auditor as Tax Serial No. 185532-000. For a legal description see Exhibit "A." A plot plan of said real property generally showing the location of riparian zones is attached as Exhibit "B".
2. It is the purpose of this covenant to require that certain riparian zones as shown on the aforementioned plot plan will be maintained in natural state in order to preserve and protect the riparian ecosystem for the purpose of supporting fish and wildlife populations.
3. Consistent with the purpose of this covenant, riparian zones shall be maintained in a natural state. Unless otherwise approved by the Director of Planning for the County, the following activities shall not occur within such areas: the construction of any structure; the removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material; the drainage, intentional flooding, or disturbing of the water level or water table; or the destruction or alteration of vegetation through clearing, harvesting, intentional burning, or grazing: provided, however, that the foregoing shall not be construed to prohibit the pruning or removal of dead, dying or diseased trees and shrubs, the harvesting of wild crops in a manner that is not injurious to natural production of such crops, or the planting of native vegetation which is indigenous to the area.

4. Intentionally left blank.

5. Nothing in this covenant shall be construed to provide for public use of, or entry into, the riparian zones as shown on the above-referenced plot plan. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant; provided that the owners, their successors or assigns, are given at least 24-hours advance notice of any such entry.

6. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.

7. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

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IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the
day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Byron Miller
Byron Miller

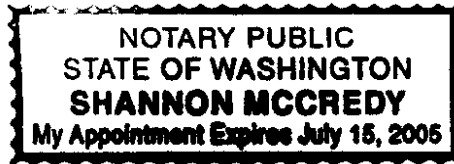
APPROVED AS TO FORM ONLY:

By: Linda L. Miller
Linda L. Miller

ARTHUR CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Richard S. Lowry
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
County of Clark)

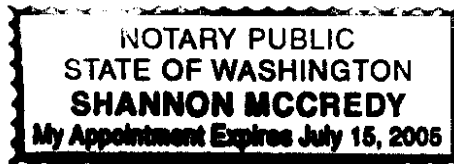


I certify that I know or have satisfactory evidence that Byron Miller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05

STATE OF WASHINGTON)
) ss.
County of Clark)

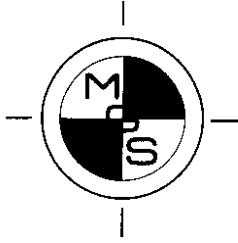


I certify that I know or have satisfactory evidence that Linda L. Miller signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05





**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 820.05 feet to the TRUE POINT OF BEGINNING;

Thence along the Northerly perimeter line of the future plat of "Whipple Creek Place Phase A" the following courses and distances:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;



PUBLIC WORKS



PLAT



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3505343Page: 32 of 66
08/27/2002 10:53A
Clark County, WA

Thence South $36^{\circ}41'23''$ East, for a distance of 70.60 feet;

Thence South $48^{\circ}06'11''$ East, for a distance of 130.03 feet;

Thence South $74^{\circ}48'43''$ East, for a distance of 21.59 feet;

Thence South $52^{\circ}02'20''$ East, for a distance of 46.13 feet;

Thence South $22^{\circ}28'12''$ East, for a distance of 28.59 feet;

Thence North $01^{\circ}43'06''$ East, leaving said "Whipple Creek Place Phase A" perimeter for a distance of 118.17 feet;

Thence North $55^{\circ}48'27''$ West, for a distance of 8.84 feet;

Thence North $60^{\circ}56'54''$ West, for a distance of 43.57 feet;

Thence North $52^{\circ}52'21''$ West, for a distance of 25.19 feet;

Thence North $32^{\circ}55'09''$ West, for a distance of 48.28 feet;

Thence North $44^{\circ}03'52''$ West, for a distance of 47.98 feet;

Thence North $44^{\circ}11'26''$ West, for a distance of 30.99 feet;

Thence North $45^{\circ}26'27''$ West, for a distance of 40.39 feet;

Thence North $45^{\circ}15'40''$ West, for a distance of 24.23 feet;

Thence North $48^{\circ}55'15''$ West, for a distance of 5.58 feet;

Thence North $09^{\circ}43'09''$ East, for a distance of 83.32 feet;

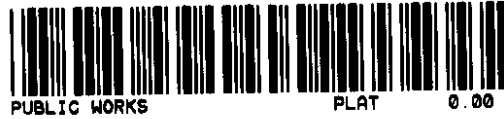
Thence North $72^{\circ}18'11''$ East, for a distance of 95.95 feet;

Thence South $78^{\circ}11'23''$ East, for a distance of 73.65 feet;

Thence North $84^{\circ}22'56''$ East, for a distance of 28.06 feet to the East line of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}43'06''$ East, along the said East line for a distance of 355.46 feet to the North line of said Southwest quarter;

Thence North $89^{\circ}04'05''$ West, along the North line of said Southwest quarter for a distance of 657.57 feet to said West line;



Thence South 01°42'14" West, along said West line for a distance of 496.49 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



6-17-02



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Page: 34 of 66
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Clark County, WA

PUBLIC WORKS

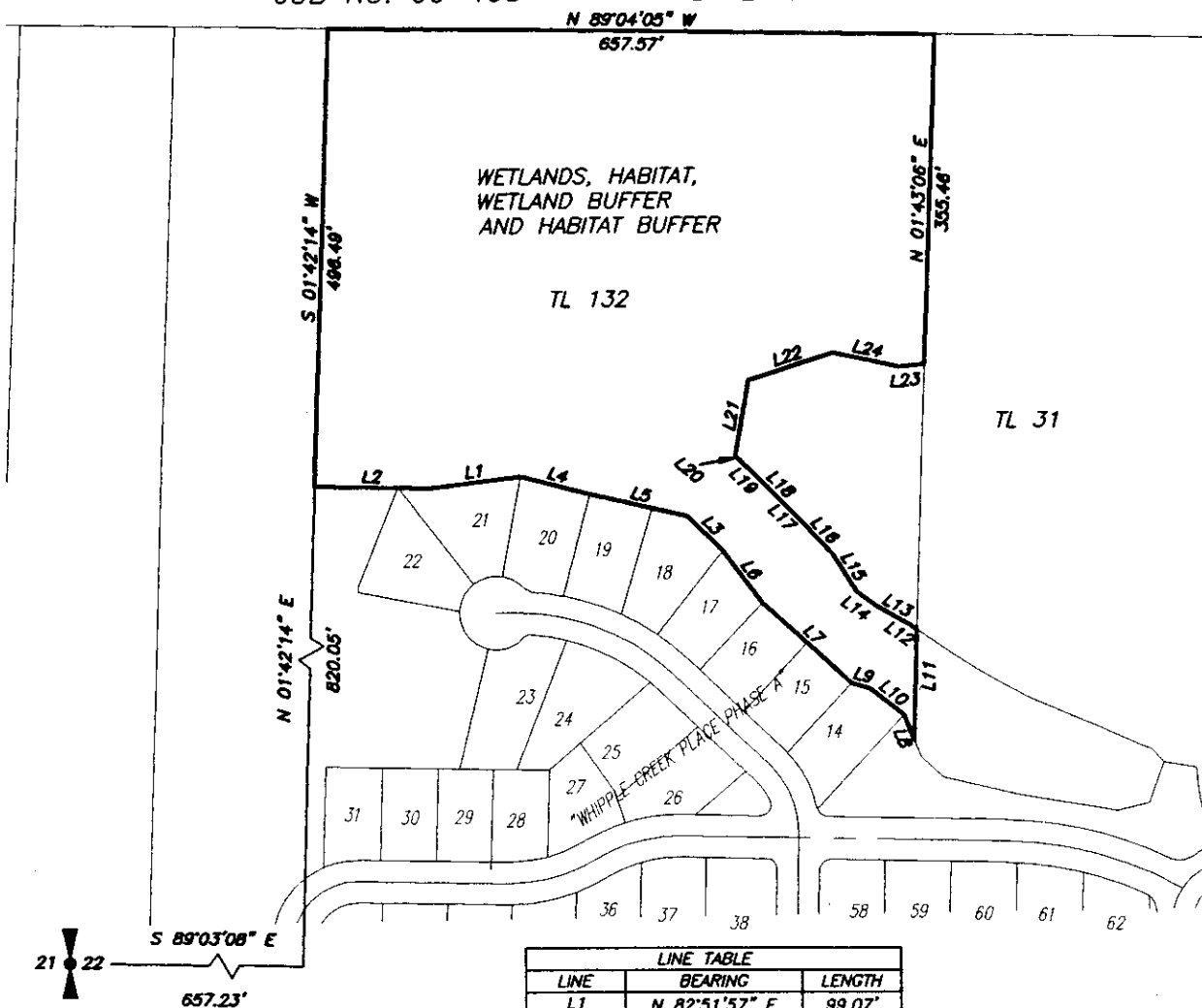
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EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°51'57\" E	99.07'
L2	S 89°03'45\" E	124.56'
L3	S 45°38'27\" E	53.43'
L4	S 75°12'56\" E	77.61'
L5	S 77°27'37\" E	108.83'
L6	S 36°41'23\" E	70.60'
L7	S 48°06'11\" E	130.03'
L8	S 22°28'12\" E	28.59'
L9	S 74°48'43\" E	21.59'
L10	S 52°02'20\" E	46.13'
L11	N 01°43'06\" E	118.17'
L12	N 55°48'27\" W	8.84'
L13	N 60°56'54\" W	43.57'
L14	N 52°52'21\" W	25.19'
L15	N 32°55'09\" W	48.28'
L16	N 44°03'52\" W	47.98'
L17	N 44°11'26\" W	30.99'
L18	N 45°26'27\" W	40.39'
L19	N 45°15'40\" W	24.23'
L20	N 48°55'15\" W	5.58'
L21	N 09°43'09\" E	83.32'
L22	N 72°18'11\" E	95.95'
L23	N 84°22'56\" E	28.06'
L24	S 78°11'23\" E	73.65'

NOT TO SCALE

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor:	Byron Miller & Linda L. Miller
Grantee:	Clark County, Washington
Legal Description:	TL 132, NW¼, S-22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185532-000 (portion)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner(s) Byron Miller & Linda L. Miller of certain real property described in Exhibit "A," on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agree that this covenant shall run with the land. It is the purpose of this covenant that certain wetland and streams and their associated buffer areas as shown in Exhibit "B" will be maintained in a protected state as follows:

1. A physical demarcation along the upland boundary of the buffer area shall be installed and thereafter maintained. Such demarcation may consist of logs, a tree or hedge row, fencing or other prominent physical marking approved by the Director of Planning for the County. Any change to the type of demarcation shall similarly be approved by the Director of Planning.
2. Consistent with the purpose of this covenant, the following activities shall not occur within wetlands, streams and their associated buffers unless otherwise approved by the Director of Planning for the County.
 - a. the removal, excavation, grading, dredging, dumping, discharging, or filling of soil, sand, gravel, mineral, organic matter, or any material in excess of fifty (50) cubic yards or impacting more than one (1) acres of wetland or buffer, except where undertaken for maintenance (but not construction) of drainage ditches or for emergency utility repair.
 - b. the construction of a structure, provided, that this shall not apply to the reconstruction of damaged or destroyed structures or the expansion of a residential structure or accessory residential structure on a lawfully established pre-existing lot;
 - c. the construction of stormwater management facilities;
 - d. the destruction or alteration of wetlands vegetation through clearing, harvesting; intentional burning, or planting of vegetation that would alter the character of the wetland or buffer. Provided, however that the foregoing shall

not apply to the following activities undertaken in a manner which minimizes impacts:

- i. the pruning or removal of dead, dying or diseased trees and shrubs
 - ii. the harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation, or the planting of native vegetation which is indigenous to the area.
 - iii. the removal or eradication of noxious weeds so designated in Title 7 of Clark County Code or other exotic nuisance plants including non-native blackberries.
 - iv. site investigative work necessary for land use application submittals such as surveys, soil logs and percolation tests.
 - v. the construction of trails which shall be pervious or elevated when located within wetlands.
 - vi. emergency fire control or utility repair
 - vii. activities of the mosquito control district.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the wetland or buffer areas shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant: provided that owners or their heirs, successors or assigns are given at least 24-hours advance notice of any such entry.

4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.

IN WITNESS WHEREOF, of parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this _____ day of _____ 2002.

CLARK COUNTY, WASHINGTON

OWNER:

By: Michael V. Butts
Michael V. Butts,
Development Services Manager
Community Development

By: Byron Miller
Byron Miller

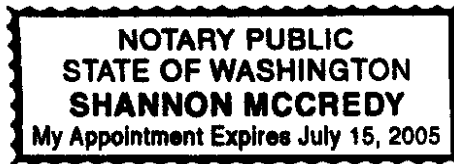
APPROVED AS TO FORM ONLY:

By: Linda L. Miller
Linda L. Miller

ARTHUR CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Richard S. Lowry
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
County of Clark)

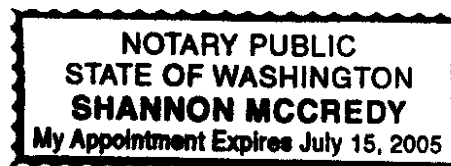


I certify that I know or have satisfactory evidence that Byron Miller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
residing at Vancouver
My appointment expires: 7-15-05

STATE OF WASHINGTON)
) ss.
County of Clark)



I certify that I know or have satisfactory evidence that Linda L. Miller signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

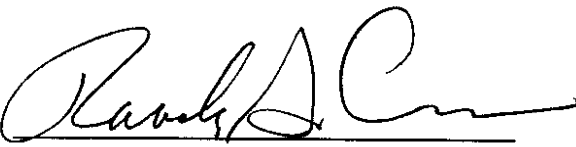
DATED: 6/21/02 Shannon McCredy

Notary Public in and for the State of Washington,
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My appointment expires: 7-15-05

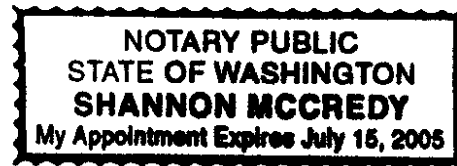


DEVELOPER INDEMNITY: Whipple Creek Properties, L.L.C., developer of the above-referenced parcel, whose development proposal has resulted in the requirement of this covenant, shall indemnify and hold harmless Byron Miller & Linda L. Miller, from and against any expenses incurred in complying with this covenant, provided that any such expenses are first tendered in writing to Whipple Creek Properties, L.L.C.

Whipple Creek Properties, L.L.C.

By: 
Randy S. Clarno

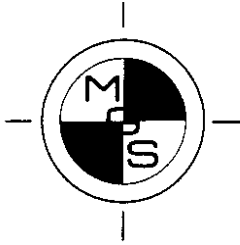
STATE OF WASHINGTON)
) ss.
County of Clark)



On this 24 day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: June 24, 2002 By: 

Notary Public in and for the State of Washington
residing at Vancouver



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 17, 2002

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

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Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 820.05 feet to the TRUE POINT OF BEGINNING;

Thence along the Northerly perimeter line of the future plat of "Whipple Creek Place Phase A" the following courses and distances:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;

Thence South 36°41'23" East, for a distance of 70.60 feet;

Thence South 48°06'11" East, for a distance of 130.03 feet;

Thence South 74°48'43" East, for a distance of 21.59 feet;

Thence South 52°02'20" East, for a distance of 46.13 feet;

Thence South 22°28'12" East, for a distance of 28.59 feet;

Thence North 01°43'06" East, leaving said "Whipple Creek Place Phase A" perimeter for a distance of 118.17 feet;

Thence North 55°48'27" West, for a distance of 8.84 feet;

Thence North 60°56'54" West, for a distance of 43.57 feet;

Thence North 52°52'21" West, for a distance of 25.19 feet;

Thence North 32°55'09" West, for a distance of 48.28 feet;

Thence North 44°03'52" West, for a distance of 47.98 feet;

Thence North 44°11'26" West, for a distance of 30.99 feet;

Thence North 45°26'27" West, for a distance of 40.39 feet;

Thence North 45°15'40" West, for a distance of 24.23 feet;

Thence North 48°55'15" West, for a distance of 5.58 feet;

Thence North 09°43'09" East, for a distance of 83.32 feet;

Thence North 72°18'11" East, for a distance of 95.95 feet;

Thence South 78°11'23" East, for a distance of 73.65 feet;

Thence North 84°22'56" East, for a distance of 28.06 feet to the East line of the Southwest quarter of said Northwest quarter;

Thence North 01°43'06" East, along the said East line for a distance of 355.46 feet to the North line of said Southwest quarter;

Thence North 89°04'05" West, along the North line of said Southwest quarter for a distance of 657.57 feet to said West line;



Thence South $01^{\circ}42'14''$ West, along said West line for a distance of 496.49 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



6-17-02



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Page: 44 of 66
08/27/2002 10:53A
Clark County, WA

PUBLIC WORKS

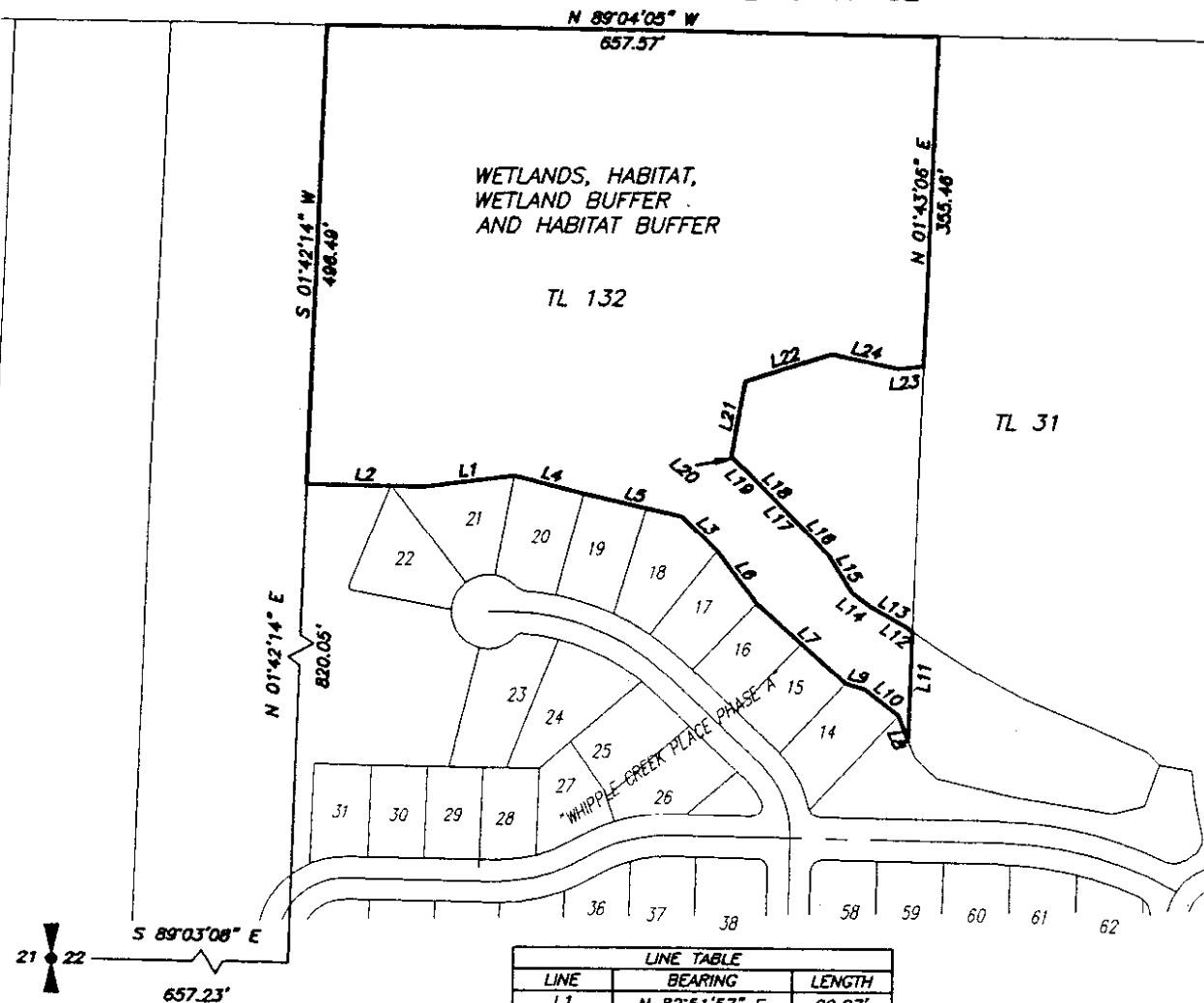
PLAT

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EXHIBIT "B"

JOB NO: 99-195

DATE: 6-17-02



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°51'57" E	99.07'
L2	S 89°03'45" E	124.56'
L3	S 45°38'27" E	53.43'
L4	S 75°12'56" E	77.61'
L5	S 77°27'37" E	108.83'
L6	S 36°41'23" E	70.60'
L7	S 48°06'11" E	130.03'
L8	S 22°28'12" E	28.59'
L9	S 74°48'43" E	21.59'
L10	S 52°02'20" E	46.13'
L11	N 01°43'06" E	118.17'
L12	N 55°48'27" W	8.84'
L13	N 60°58'54" W	43.57'
L14	N 52°52'21" W	25.19'
L15	N 32°55'09" W	48.28'
L16	N 44°03'52" W	47.98'
L17	N 44°11'26" W	30.99'
L18	N 45°26'27" W	40.39'
L19	N 45°15'40" W	24.23'
L20	N 48°55'15" W	5.58'
L21	N 09°43'09" E	83.32'
L22	N 72°18'11" E	95.95'
L23	N 84°22'56" E	28.06'
L24	S 78°11'23" E	73.65'

NOT TO SCALE

FILED FOR RECORD AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Mark A. Erikson
Attorney at Law, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

MASTER DECLARATION OF WHIPPLE CREEK PROPERTIES

Declarant:	Whipple Creek Properties, L.L.C.
Beneficiary:	The Owners of Lots within Whipple Creek
Legal Description:	NW¼ & NE¼, Sec 22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcels:	185532-000, 185422-000 & 185541-000
Related Documents:	

This *Master Declaration of Whipple Creek Properties* dated as of July 31, 2002, by Whipple Creek Properties, L.L.C., a Washington limited liability company (referred to herein as the "Declarant").

I. RECITALS

1.1 Property. Declarant is the owner of the parcel or parcels of real property described in Exhibit A annexed hereto and incorporated herein by this reference.

1.2 Master Development Plan. Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners. In addition to this Master Declaration, the Property will be subject to additional covenants, conditions and restrictions governing individual phases of the Plat. The plan, in general, provides for the development of the Property in separate building lots and common areas for residential use.

CLAR0227.CCR2.wpd

**MASTER DECLARATION OF
WHIPPLE CREEK PROPERTIES - 1**

MARK A. ERIKSON
ATTORNEY AT LAW, PLLC
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2970
(360) 696-1012



NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall bind all parties having or acquiring any right, title or interest in the Property or any Lot or part thereof, and shall inure to the benefit of each Owner.

II. DEFINITIONS

2.1 Declarant. The term "Declarant" shall mean Whipple Creek Properties, L.L.C., and any entity that acquires Declarant status and voting rights under the provisions of paragraph 4.2(b) of this Master Declaration.

2.2 Common Area. The term "Common Area" shall mean all areas designated as common areas on any phase of the Plat.

2.3 Lot. The term "Lot" shall mean any portion or combination of the Property designated by the governing authorities as a separate legal lot for building purposes.

2.4 Master Association. The term "Master Association" shall mean the association formed under this Master Declaration.

2.5 Master Declaration. The term "Master Declaration" shall mean this *Master Declaration of Whipple Creek Properties* and any amendment hereto which is duly adopted pursuant to paragraph 9.5 of this Master Declaration and filed in the records of Clark County, Washington.

2.6 Owner. The term "Owner" shall mean the record owner or owners of a fee simple interest in any Lot, including contract purchasers but excluding those holding such interest merely as a security for the performance of an obligation. The term "Owner" includes the Declarant as to any portion of the Property owned by the Declarant.

2.7 Plat. The term "Plat" shall mean the subdivision plat filed for record in Book 311 of Plats, at page 6; Auditor's File No. 3505343, records of Clark County, Washington..

2.8 Property. The term "Property" shall mean the parcel or parcels of real property described in Exhibit A annexed hereto and incorporated herein by this reference.

2.9 Sub-Associations. The terms "Sub-Association" and "Sub-Associations" shall mean homeowner associations created under Sub-Declarations governing portions of the Property.

2.10 Sub-Declarations. The terms "Sub-Declaration" and "Sub-Declarations" shall mean Declarations of Covenants, Conditions and Restrictions governing portions of the Property.

III. MASTER PLAN

3.1 Incorporation by Reference. The following documents are incorporated by reference herein: (a) the Plat, and (b) all Sub-Declarations encumbering the Property.

3.2 Consistency. In case of any inconsistency between this Master Declaration and the Sub-Declarations, this Master Declaration shall control. In case of any inconsistency between this Master Declaration or any Sub-Declaration and the Plat, the Plat shall control.

3.3 Conveyance of Common Areas. Concurrent with recording the final plat for any phase within the Property, or any phase subsequently added to this Master Declaration, the Declarant shall convey all Common Areas within such phase to the Master Association. If, at the time the final plat is recorded for any phase, the Declarant owns any of the Lots within said phase, then the Declarant shall reconvey all of said Common Areas to the Master Association immediately upon conveyance, by the Declarant, of the last Lot within said phase. As provided in paragraph 2.1 of this Master Declaration, the term "Declarant" shall be deemed to refer to any entity who has acquired Declarant status and Class "b" voting rights under paragraph 4.2(b) of this Master Declaration.

3.4 Use and Maintenance of Common Areas. Common Areas may not be further divided nor used for purposes other than private parks or parkways. The Master Association may not convey or otherwise divest itself of fee title to any Common Areas. The Master Association shall maintain the Common Areas, at all times, in a visually appealing and weed-free condition; provided, however: (a) those portions of the Common Area described in Exhibit B annexed hereto shall be used and maintained only as provided in *Conservation Covenants Running with the Land* recorded herewith, and (b) those portions of the Common Area designated on the final map as "private storm easements" shall used and maintained only as provided in applicable sections of the Clark County Code and other governing regulations. With the exception of Common Areas described in Exhibit B, any dead or diseased vegetation shall be replaced with like vegetation as soon as reasonably practicable. Any and all signs, equipment and improvements located within Common Areas shall be repaired or replaced as necessary, and shall be, at all times, maintained in a functional, safe and aesthetically pleasing condition. A budget for maintenance of Common Areas is included in Exhibit C annexed hereto. Said budget shall not be reduced to amounts less than sufficient to perform the obligations provided in this Section 3, and in no event less than provided in Exhibit C.



3.5 Regulatory Approval. Notwithstanding anything to the contrary contained in this Master Declaration, this Section III may not be amended without written approval from the Clark County Department of Community Development, or succeeding regulatory agency. Requests for such approval shall take the form of an application for subdivision, short subdivision, plat amendment, or post decision review, as deemed appropriate by the regulatory agency.

IV. MASTER ASSOCIATION

4.1 Formation. The Declarant hereby declares the formation of a Master Association (the "Master Association") consisting of all Owners. Upon the sale of all Lots owned by the Declarant, or at such earlier time as determined by the Declarant, the Master Association shall succeed to all powers, rights and responsibilities of the Declarant under this Master Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Master Association. Membership in the Master Association may not be transferred, pledged or alienated in any way except upon the sale of a Lot, at which time the membership and voting right shall be assigned automatically to the purchaser of such Lot.

4.2 Voting Rights. The Master Association shall be comprised of two classes of voting rights, defined as follows:

(a) **Class "A":** Each Lot shall include one (1) Class A voting right. After the expiration of all Class B voting rights, or at such earlier time as determined by the Declarant, each Owner who has paid current all assessments against all of his or her Lots shall have the right to cast one (1) vote for each Lot owned by said Owner in all matters for which a vote is called by the Master Association and, except as otherwise provided in this Master Declaration, the Master Association shall be governed upon the concurrence of sixty seven percent (67%) of the Lots within each Sub-Association. The percentage or majority vote of the Owners shall be determined as a percentage or majority of the number of Lots, regardless of any common ownership thereof. Owners may vote only through the treasurer of their respective Sub-Associations. In any case in which two or more persons share in the ownership of a Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Master Declaration shall be joint and several, and any act or consent of one or more of such persons shall constitute the act or consent of the entire ownership interest; provided however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, then any such person may deliver written notice of such disagreement to the Master Association, and such vote or right of consent shall be disregarded completely in determining the portion or number of votes cast in the matter for which such notice is given.

(b) **Class "B":** The Declarant shall own one (1) Class B voting right for each Lot owned by the Declarant. Until the expiration of all Class B voting rights, all decisions of the Master Association shall be made solely by the Declarant. Each Class B voting right shall expire upon the conveyance of the Lot to which it attaches; provided however, the Declarant may, in Declarant's sole discretion, transfer Class B voting rights to any person or entity that acquires Declarant's interest in any phase of the plat. Upon any such transfer, the transferee shall be deemed the Declarant hereunder, and shall succeed to all rights and shall assume all liabilities of the Declarant pertaining to the Property, arising under this Master Declaration or otherwise.

4.3 Initial Meeting/Election of Officers. The treasurers of each Sub-Association, shall meet within thirty (30) days after the last initial meeting of the Sub-Associations and, at that time, shall elect a president and secretary. The president and secretary shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served. The president shall schedule and preside at all meetings of the Master Association unless unavailable, in which case the secretary shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Master Association as provided in paragraph 4.6 of this Master Declaration, and shall prepare, preserve and maintain written minutes of all actions taken by the Master Association as provided in paragraph 4.7 of this Master Declaration. The president shall deposit all funds belonging to the Master Association in interest bearing savings accounts or short-term certificates of deposit, and shall keep and maintain books of account detailing all receipts and expenditures of the Master Association, as specified in paragraph 4.7 of this Master Declaration. The funds of the Master Association shall be kept in accounts in the name of the Master Association and shall not be commingled with any other funds.

4.4 Annual Meetings. The membership of the Master Association shall meet each year on March 1 or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Master Association shall be open only to the officers of each Sub-Association. At each annual meeting, the president shall present a report of the financial affairs of the Master Association, including without limitation: (i) the balance of funds at the beginning of the prior year, (ii) all funds collected or received during the prior year, (iii) designation by depository institution, account number and ending balance, of all accounts into which said funds are deposited, (iv) all expenses and costs paid during the prior year, and (v) the balance of funds at the end of said year. At the close of each annual meeting, the treasurers of each Sub-Association shall elect a president and secretary from amongst themselves.

4.5 Special Meetings. Special meetings of the Master Association may be called by the treasurer of any Sub-Association. Special meetings of the Master Association shall be open only to officers of each Sub-Associations.

4.6 Notice of Meetings. Not less than fourteen (14) nor more than twenty eight (28) days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of the officers of each Sub-Association, or to any other mailing address designated in writing by each officer. The notice of each meeting shall state the time and place of the meeting and the business to be placed on the agenda for a vote by the treasurers of each Sub-Association, including the general nature of any proposed amendment to this Master Declaration, and any budget or changes in previously approved budgets that result in a change in assessment obligations.

4.7 Records of the Master Association. The secretary shall keep minutes of all actions taken by the Master Association, including the number of votes for and against each such action. All records of the Master Association shall be available for examination by all Owners, holders of mortgages on the Lots, and their respective authorized agents, upon advance written notice, at reasonable times and reasonable locations within the Property. The Master Association shall not release the unlisted telephone number of any Owner. The Master Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Master Association in providing access to records. The secretary shall prepare and publish financial records, on a calendar year basis, in sufficient detail to enable the Master Association to fully declare to the treasurer of each Sub-Association the true statement of its financial status. All financial and other records of the Master Association, including but not limited to checks, bank records, and invoices, in whatever form, are the property of the Master Association. Each secretary shall turn over all original books and records to the Master Association immediately upon termination of office. Secretaries shall be entitled to keep copies of Master Association records made during their tenure, and all records which a past secretary has turned over to the Master Association shall be made reasonably available for the examination and copying by each new treasurer.

V. ASSESSMENTS

5.1 General Assessments. General assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such assessments shall be expended by the Master Association for: (i) the maintenance of Common Areas, common personal property and fixtures, (ii) payment of premiums on comprehensive general public liability insurance covering the Declarant and all persons who now or hereafter own Lots, against all claims for personal injury, death and property damage occurring in, upon or about common areas, with coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, and (iii) the enforcement of this Master Declaration. There shall be no expenditure of funds belonging to the Master Association except: (a) as provided in this Section V, or (b) upon written attestation that the treasurer of each Sub-Association has obtained concurrence of sixty seven percent (67%) of the Lots within his or her Sub-Association.

5.2 Special Assessments. In addition to general assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, equipment purchase or rental as necessary for the common benefit of the Owners. Special assessments shall be levied only upon written attestation that the treasurer of each Sub-Association has obtained concurrence of sixty seven percent (67%) of the Lots within his or her Sub-Association.

5.3 Rate of Assessments. Each Sub-Association shall assess and collect assessments from each Owner as provided in Section V of each Sub-Declaration. The obligation to pay assessments on any Lot shall commence upon the first sale of said Lot to any person or entity other than the Declarant. Initial assessments shall be as provided in Exhibit C annexed hereto. Prior to the initial meeting of each Sub-Association, as provided in paragraph 4.3 of this Master Declaration, assessments shall be paid directly to the Declarant at the address provided in paragraph 6.8. Assessments of the Master Association shall be uniform upon and among all Lots within the Master-Association. On or before March 10 each year, the secretary of the Master Association shall provide written notice to the treasurer of each Sub-Association specifying the amount of assessments of the Master Association upon each Lot for the following calendar year (referred to herein as "Assessment Notices"). On or before the tenth (10th) day of each calendar quarter, the treasurers of each Sub-Association shall remit to the secretary of the Master Association the amount of quarterly assessments specified in Assessment Notices which have been collected as of said date, together with a list of delinquent Owners and Lot numbers. Delinquent assessments shall be remitted to the Secretary of the Master Association within ten (10) days after receipt by the Sub-Associations. Assessments of the Master Association may be increased only upon written attestation that the treasurer of each Sub-Association has obtained concurrence of sixty seven percent (67%) of the Lots within his or her Sub-Association.

VI. GENERAL PROVISIONS

6.1 Binding Effect. All present and future Owners, and occupants of Lots and residences constructed thereon, shall be subject to, and shall comply with, the provisions of this Master Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of this Master Declaration by such Owner or occupant, as covenants running with the land, and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of said Lot or residence.

6.2 Enforcement. The Master Association and the treasurers of each Sub-Association shall have the full power and authority, but not the obligation, to prosecute any

proceedings at law or equity to prevent any violation of this Master Declaration, or to recover damages sustained by reason of thereof, or both. No such proceedings shall be instituted until the violation has continued for at least thirty (30) days after written demand for compliance is made, specifying in detail the nature of the violation or attempted violation. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

6.3 Limitation of Liability. Neither the Declarant, nor any agent or employee of Declarant, shall be liable to any Owner on account of any act or failure to act in performing Declarant's obligations or pursuing Declarant's rights hereunder.

6.4 Indemnification. The Master Association shall indemnify and defend the Declarant and the treasurer of each Sub-Association from and against any and all liabilities, costs, demands, proceedings, damages, claims, judgments, deficiencies, attorney fees and costs resulting from their activities on behalf of the Master Association done in good faith, and within what they reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities resulting from any error of judgment, acts or omissions, unless caused by willful or reckless misconduct.

6.5 Duration and Amendment. The covenants, conditions and restrictions of this Master Declaration shall run with and bind the land for a term of twenty (20) years from the date upon which this Master Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Master Declaration may not be amended except upon written attestation that the treasurer of each Sub-Association has obtained concurrence of sixty seven percent (67%) of the Lots within his or her Sub-Association; provided, however, the Section III of this Master Declaration shall not be amended except as provided in paragraph 3.5 above. No amendment of this Master Declaration shall be effective until filed for record with the Clark County Recorder.

6.6 Attorney Fees. Should any suit or action be instituted by the Master Association or any treasurer of Sub-Association to enforce any of the reservations, conditions, agreements, covenants and restrictions contained herein, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith, including any appeal.

6.7 Severability. Should any provision of this Master Declaration be unenforceable or illegal, the remainder shall enforced according to its terms.


6.8 Notices. Any notice required or permitted by this Master Declaration shall be in writing and shall be deemed to have been properly given when: (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent

overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested; addressed as provided in the records of the County assessor for mailing tax invoices to the Owner being notified; and addressed to the Declarant as follows:

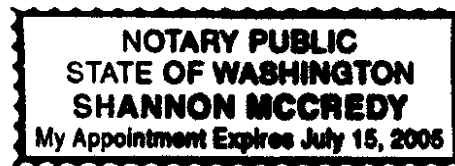
Whipple Creek Properties
8513 NE Hazel Dell Avenue, Suite 201
Vancouver, WA 98665

IN WITNESS WHEREOF, the Declarant has executed this Master Declaration as of the date first above written.

DECLARANT:
Whipple Creek Properties, L.L.C.

By: 
Randy S. Clarno, Managing Member

STATE OF WASHINGTON)
) ss.
County of Clark)

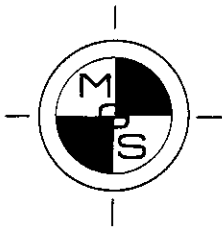


On this 2 day of August, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: August 2, 2002 By: Shannon McCredy

Notary Public in and for the State of Washington
residing at Vancouver





MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 13, 2002

EXHIBIT "A"

That certain tract of land located in a portion of the Northwest quarter and in a portion of the Northeast quarter of Section 22, Township 3 North, range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of said Northwest quarter;

Thence North $89^{\circ}03'08''$ West, along the South line of said Northwest quarter for a distance of 1971.70 feet;

Thence North $01^{\circ}42'14''$ East, for a distance of 820.05 feet;

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;

Thence South $36^{\circ}41'23''$ East, for a distance of 70.60 feet;

Thence South $48^{\circ}06'11''$ East, for a distance of 130.03 feet;

Thence South $74^{\circ}48'43''$ East, for a distance of 21.59 feet;

Thence South $52^{\circ}02'20''$ East, for a distance of 46.13 feet;

EXHIBIT A
Page 1 of 5



Thence South 22°28'12" East, for a distance of 48.23 feet;
Thence South 46°46'55" East, for a distance of 33.18 feet;
Thence South 76°43'46" East, for a distance of 85.02 feet;
Thence South 80°44'11" East, for a distance of 107.30 feet;
Thence North 75°27'53" East, for a distance of 34.81 feet;
Thence North 20°13'37" East, for a distance of 47.28 feet;
Thence South 79°33'16" East, for a distance of 35.54 feet;
Thence North 87°35'34" East, for a distance of 108.94 feet;
Thence North 78°35'46" East, for a distance of 70.27 feet;
Thence North 88°13'40" East, for a distance of 71.78 feet;
Thence South 89°04'41" East, for a distance of 151.00 feet;
Thence South 00°56'15" West, for a distance of 33.04 feet;
Thence South 89°03'45" East, for a distance of 566.23 feet;
Thence South 00°56'15" West, for a distance of 100.00 feet;
Thence South 89°03'45" East, for a distance of 51.25 feet;
Thence South 00°56'15" West, for a distance of 246.01 feet;
Thence South 02°40'49" West, for a distance of 46.02 feet;

Thence South 00°56'15" West, for a distance of 130.32 feet to the South
line of said Northeast quarter;

Thence North 89°03'22" West, along the South line of said Northeast
quarter for a distance of 15.09 feet to the POINT OF BEGINNING.

Except the following described parcel:

Beginning at the Southeast corner of said Northwest quarter;

Thence South 89°03'22" East, along the South line of said Northeast quarter for a
distance of 15.06 feet;

EXHIBIT A
Page 2 of 5

Thence North $00^{\circ}56'15''$ East, for a distance of 130.32 feet;

Thence North $02^{\circ}40'49''$ East, for a distance of 46.02 feet;

Thence North $89^{\circ}03'45''$ West, for a distance of 359.52 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $89^{\circ}03'45''$ West, for a distance of 152.15 feet;

Thence North $00^{\circ}56'15''$ East, for a distance of 200.20 feet;

Thence along the arc of a 1023.00 foot radius non-tangent curve to the left, the long chord of which bears South $88^{\circ}30'49''$ East, for a chord distance of 19.60 feet through a central angle of $01^{\circ}05'52''$ for an arc distance of 19.60 feet;

Thence South $89^{\circ}03'45''$ East, for a distance of 132.55 feet;

Thence South $00^{\circ}56'15''$ West, for a distance of 200.01 feet to the TRUE POINT OF BEGINNING.

Also except the following described parcel:

Beginning at the Southeast corner of said Northwest quarter;

Thence North $89^{\circ}03'08''$ West, along the South line of said Northwest quarter for a distance of 1314.47 feet;

Thence North $01^{\circ}42'35''$ East, for a distance of 105.09 feet to the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}42'35''$ East, for a distance of 145.02 feet;

Thence North $89^{\circ}03'45''$ West, for a distance of 97.81 feet;

Thence South $00^{\circ}56'15''$ West, for a distance of 27.00 feet;

Thence along the arc of a 93.00 foot radius tangent curve to the right, the long chord of which bears South $21^{\circ}10'07''$ West, for a chord distance of 64.32 feet through a central angle of $40^{\circ}27'44''$ for an arc distance of 65.68 feet;

Thence South $33^{\circ}00'23''$ East, for a distance of 69.50 feet;

EXHIBIT A

Page 3 of 5

Thence South 89°03'45" East, for a distance of 79.29 feet to the TRUE
POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent
or of record.

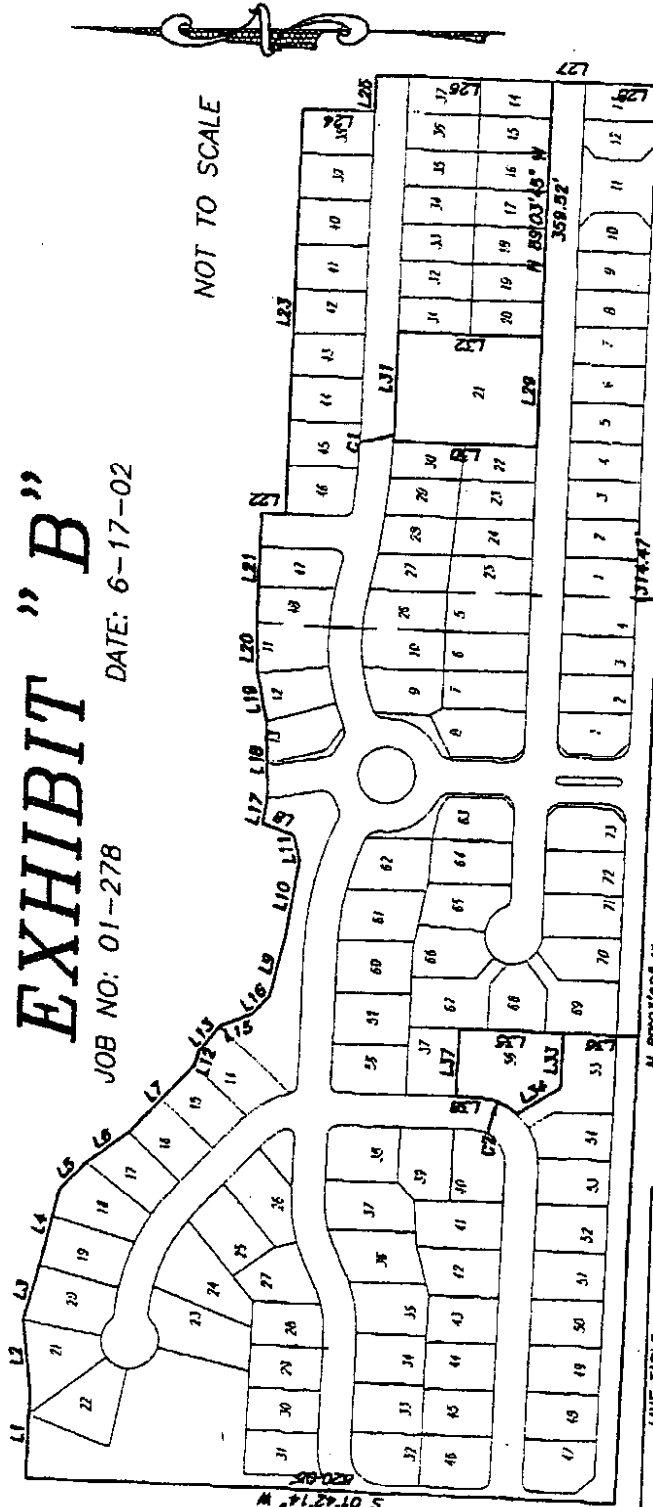


6-13-02

EXHIBIT A
Page 4 of 5

EXHIBIT "B"

JOB NO: 01-278 DATE: 6-17-02



LINE	BEARING	LENGTH
L1	S 89°03'45" E	124.56'
L2	N 82°51'57" E	99.07'
L3	S 75°12'56" E	77.61'
L4	S 77°27'37" E	108.83'
L5	S 45°38'27" E	53.43'
L6	S 38°41'23" E	70.60'
L7	N 20°13'37" E	130.03'
L8	S 48°06'11" E	47.28'
L9	S 76°43'46" E	65.02'
L10	S 80°44'11" E	107.30'
L11	N 75°27'53" E	34.81'
L12	S 52°02'20" E	46.13'
L13	S 22°28'12" E	49.23'
L14	S 46°46'55" E	33.18'
L15	S 29°33'16" E	35.54'
L16	N 07°35'34" E	108.94'
L17	N 78°35'46" E	70.27'
L18	N 88°13'40" E	71.78'
L19	S 89°04'41" E	151.00'

LINE	BEARING	LENGTH
L20	S 00°56'15" W	31.04'
L21	S 89°03'43" E	356.23'
L22	S 00°56'15" W	100.00'
L23	S 89°03'45" E	51.25'
L24	S 00°56'15" W	248.01'
L25	S 02°40'49" W	46.02'
L26	S 00°56'15" W	130.32'
L27	N 89°03'45" W	152.15'
L28	S 89°03'45" E	200.20'
L29	S 00°56'15" W	132.55'
L30	S 89°03'45" E	29.28'
L31	S 31°00'23" E	69.30'
L32	N 01°42'35" E	145.02'
L33	N 89°03'45" W	105.09'
L34	S 00°56'15" W	27.00'

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD
C1	01°03'53"	1023.00	S 88°30'49" E	19.60
C2	40°27'44"	93.00	S 21°10'07" W	64.32

EXHIBIT A

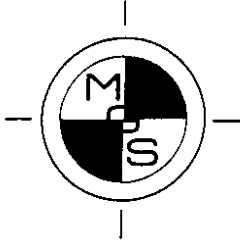
Page 5 of 5

PUBLIC WORKS

PLAT

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Page: 59 of 66
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Clark County, WA



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

May 22, 2002

WETLANDS, HABITAT AND BUFFERS:

That portion of the Northwest quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, Clark County Washington, described as follows:

Beginning at the Southwest corner of said Northwest quarter;

Thence South $89^{\circ}03'08''$ East, along the South line of said Northwest quarter for a distance of 657.23 feet to the West line of the East half of the Southwest quarter of said Northwest quarter;

Thence North $01^{\circ}42'14''$ East, along said West line for a distance of 820.05 feet to the TRUE POINT OF BEGINNING;

Thence along the Northerly perimeter line of the future plat of "Whipple Creek Place Phase A" the following courses and distances:

Thence South $89^{\circ}03'45''$ East, for a distance of 124.56 feet;

Thence North $82^{\circ}51'57''$ East, for a distance of 99.07 feet;

Thence South $75^{\circ}12'56''$ East, for a distance of 77.61 feet;

Thence South $77^{\circ}27'37''$ East, for a distance of 108.83 feet;

Thence South $45^{\circ}38'27''$ East, for a distance of 53.43 feet;

Thence South $36^{\circ}41'23''$ East, for a distance of 70.60 feet;

Thence South $48^{\circ}06'11''$ East, for a distance of 130.03 feet;

Thence South $74^{\circ}48'43''$ East, for a distance of 21.59 feet;

Thence South $52^{\circ}02'20''$ East, for a distance of 46.13 feet;

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Thence South 22°28'12" East, for a distance of 48.23 feet;

Thence South 46°46'55" East, for a distance of 33.18 feet;

Thence South 76°43'46" East, for a distance of 85.02 feet;

Thence South 80°44'11" East, for a distance of 107.30 feet;

Thence North 75°27'53" East, for a distance of 34.81 feet;

Thence North 20°13'37" East, for a distance of 47.28 feet;

Thence North 45°25'15" West, leaving said "Whipple Creek Place Phase A" perimeter for a distance of 19.59 feet;

Thence North 67°42'55" West, for a distance of 11.45 feet;

Thence North 66°43'43" West, for a distance of 54.60 feet;

Thence North 67°29'25" West, for a distance of 75.09 feet;

Thence North 62°22'15" West, for a distance of 38.42 feet;

Thence North 60°41'21" West, for a distance of 28.88 feet;

Thence North 57°18'24" West, for a distance of 27.06 feet;

Thence North 55°48'27" West, for a distance of 58.13 feet;

Thence North 60°56'54" West, for a distance of 43.57 feet;

Thence North 52°52'21" West, for a distance of 25.19 feet;

Thence North 32°55'09" West, for a distance of 48.28 feet;

Thence North 44°03'52" West, for a distance of 47.98 feet;

Thence North 44°11'26" West, for a distance of 30.99 feet;

Thence North 45°26'27" West, for a distance of 40.39 feet;

Thence North 45°15'40" West, for a distance of 24.23 feet;

Thence North 48°55'15" West, for a distance of 5.58 feet;

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Thence North 09°43'09" East, for a distance of 83.32 feet;

Thence North 72°18'11" East, for a distance of 95.95 feet;

Thence South 78°11'23" East, for a distance of 73.65 feet;

Thence North 84°22'56" East, for a distance of 28.06 feet to the East line of the Southwest quarter of said Northwest quarter;

Thence North 01°43'06" East, along the said East line for a distance of 355.46 feet to the North line of said Southwest quarter;

Thence North 89°04'05" West, along the North line of said Southwest quarter for a distance of 657.57 feet to said West line;

Thence South 01°42'14" West, along said West line for a distance of 496.49 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.



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JOB NO: 99-195

DATE: 5-22-02

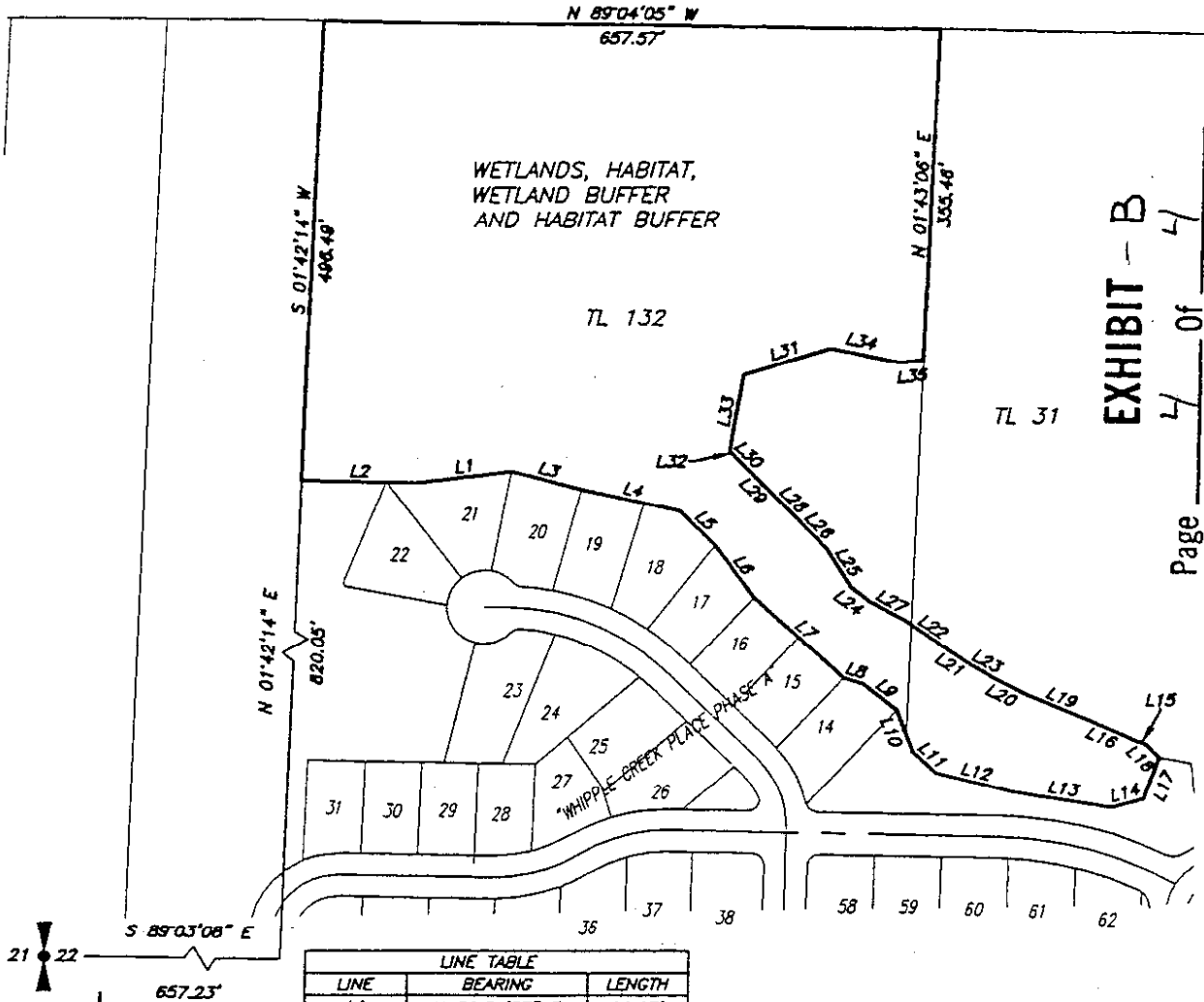
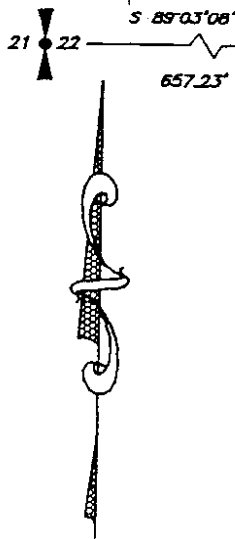


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NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°51'57" E	99.07'
L2	S 89°03'45" E	124.56'
L3	S 75°12'56" E	77.61'
L4	S 77°27'37" E	108.83'
L5	S 45°38'27" E	53.43'
L6	S 36°41'23" E	70.60'
L7	S 48°06'11" E	130.03'
L8	S 74°48'43" E	21.59'
L9	S 52°02'20" E	46.13'
L10	S 22°28'12" E	48.23'
L11	S 46°46'55" E	33.18'
L12	S 76°43'46" E	85.02'
L13	S 80°44'11" E	107.30'
L14	N 75°27'53" E	34.81'
L15	N 67°42'55" W	11.45'
L16	N 66°43'43" W	54.60'
L17	N 20°13'37" E	47.28'
L18	N 45°25'15" W	19.59'
L19	N 67°29'25" W	75.09'
L20	N 62°22'15" W	38.42'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N 57°16'24" W	27.06'
L22	N 55°48'27" W	58.13'
L23	N 60°41'21" W	28.88'
L24	N 52°52'21" W	25.19'
L25	N 32°55'09" W	48.28'
L26	N 44°03'52" W	47.98'
L27	N 60°56'54" W	43.57'
L28	N 44°11'26" W	30.99'
L29	N 45°26'27" W	40.39'
L30	N 45°15'40" W	24.23'
L31	N 72°18'11" E	95.95'
L32	N 48°55'15" W	5.58'
L33	N 09°43'09" E	83.32'
L34	S 78°11'23" E	73.65'
L35	N 84°22'56" E	28.06'

EXHIBIT C
TO MASTER DECLARATION OF
WHIPPLE CREEK PROPERTIES

ANNUAL MASTER ASSOCIATION DUES

Common Areas \$ 10,000.00

Insurance \$ 3,000.00

Reserve + \$ 5,000.00

Total \$ 18,000.00

Number of Lots ÷ 118

Total Annual Master Association Dues Per Lot \$ 153.00

Total Quarterly Master Association Dues Per Lot \$ 38.25

CERTIFICATION FOR PLATTING

ORDER NO.: K126903

This is to certify that in connection with the recordation of the plat and dedication of

WHIPPLE CREEK PLACE PHASE "A"

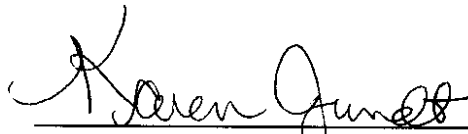
The following list comprises all necessary parties signatory thereto:

BYRON A. MILLER and LINDA L. MILLER, Co-Trustees of the BYRON A. MILLER and LINDA L. MILLER REVOCABLE TRUST dated March 24, 1997
WHIPPLE CREEK PROPERTIES, L.L.C., a Washington limited liability company
BANK OF AMERICA, N.A., a national banking association
DOLORES V. FLAGG, Trustee of the DOLORES V. FLAGG REVOCABLE LIVING TRUST dated February 14, 1997
BYRON MILLER and LINDA L. MILLER

This certificate does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which is was requested.

DATED 22nd day of August, 2002

CHICAGO TITLE INSURANCE COMPANY



Karen Jundt



**DOUG LASHER
CLARK COUNTY TREASURER**

CourtHouse P.O. Box 5000 Vancouver, Washington 98666-5000 Telephone 360-397-2252

PLAT CERTIFICATION LETTER

Date: August 7, 2002

TO WHOM IT MAY CONCERN:

This is to certify that the **2003** advance Real property tax in the amount of **\$18,077.47** has been paid. We also certify the current year and that all prior years taxes and all special assessments are paid in full on the property described as follows:

ACCOUNT NO(S):# 185575-000,185577-000,185582-000,185587-000,185588-000

LEGAL(S): TO BE PTN WHIPPLE CREEK PL PH A 2004

PLATTED AS : WHIPPLE CREEK

**PLATTED BY: WHIPPLE CREEK PROP LLC
8513 NE HAZEL DELL AVE # 201
VANCOUVER, WA 98665**

PAID BY: WHIPPLE CREEK PROP LLC

TR# 53114 & 57157

Doug Lasher
Clark County Treasurer

BY: *[Signature]*
DEPUTY

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2003 taxes. If this Plat is not recorded with Clark County Auditor by May 31st 2002, the 2003 Advance Taxes must be paid in order to record this Plat.