3908251
Page: 1 of 63
11/16/2004 03:11P
COMMUNITY DEVELOPMENT PLAT 0.00 Clark County, WA

Book 311
Page 208

RETURN ADDRESS
Clark County – Community Development Services

DOCUMENT TITLE (S)
Whipple Creek Place, Phase E

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)
FLD2003-00061

GRANTOR (S)
Whipple Creek Properties, LLC, a Washington Limited Liability Company
Banner Bank

GRANTEE (S)
Whipple Creek Place, Phase E

Public and Private

LEGAL DESCRIPTION (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)
Tax Lot 190 and Lot 2 of Short Plat (3-340), located in a portion of the SW ¼ of the NE ¼ and the SE 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
185590-000 and 185540-010

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.

PLAT DEDICATION

File No.: 4289-281467

We, the undersigned owners of the real estate described on the attached EXHIBIT 'A', do hereby lay out and plat the same into lots and streets as shown upon the accompanying Plat; said Plat to be known as:

Whipple Creek Place Phase E

We hereby dedicate the said streets to the public use forever, but the ownership, use and enjoyment of all lots therein are subject to the easements as shown thereon and to the attached restrictive covenants, if any, which shall run with the land and be for the mutual benefit and protection of all lots within said plat and the owners thereof.

Dated this 18th day of December, 20 03.

Whipple Creek Properties, LLC, a Washington Limited Liability Company

By: _____

Banner Bank

By: _____

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day 18 of December, 20 03, 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 the entity that executed the foregoing instrument, and acknowledged the 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 the said entity.

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

Shannon McCredy
Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed Shannon McCredy

Residing at Vancouver

My Commission Expires: 7-15-05

NOTARY PUBLIC
STATE OF WASHINGTON
SHANNON MCCREDY
My Appointment Expires July 15, 2005

Acknowledgment - Corporation - Trust or - Partnership

STATE OF ~~WASHINGTON~~ OREGON JLM
SS.
COUNTY OF ~~CLARK~~ CLACKAMAS JLM

On this day 31st of December, 20 03, before me, the undersigned, A Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Dan Campbell Oregon JLM to me known to be the Vice President of Banner Bank the entity that executed the foregoing instrument, and acknowledged the 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 Dan Campbell is/~~are~~ authorized to execute the said instrument on behalf of the said entity.

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

Joanna L. Melvin
Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed Joanna Melevin

Residing at Lake Oswego, OR

My Commission Expires: 5-19-07

OFFICIAL SEAL
JOANNA L. MELEVIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 368803
MY COMMISSION EXPIRES MAY 19, 2007

Acknowledgment - Corporation - Trust or - Partnership

MINISTER-GLAESER
SURVEYING INC.

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

September 15, 2003

PERIMETER DESCRIPTION
FOR
WHIPPLE CREEK PLACE PHASE E

That parcel 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 a ¾ inch iron pipe marking the Southeast corner of said Northwest quarter;

Thence North 89°03'08" West, along the South line of said Northwest quarter for a distance of 671.80 feet;

Thence North 01°44'50" East, for a distance of 812.83 feet to the Northwest corner of Lot 1 of that certain short plat recorded in Book 3 of Short Plats at Page 340 records of Clark County, Washington, and being the TRUE POINT OF BEGINNING;

Thence South 89°03'33" East, along the North line of said Lot 1 for a distance of 138.51 feet to the Northwest corner thereof;

Thence South 01°44'50" West, along the East line of said Lot 1 for a distance of 44.38 feet to the North line of "Whipple Creek Place Phase C", according to the plat thereof recorded under Book 311 of Plats at Page 067 records of Clark County, Washington;

Thence South 89°03'33" East, along the North line of said "Whipple Creek Place Phase C" for a distance of 593.92 feet;

Thence North 00°56'15" East, along the perimeter of said "Whipple Creek Place Phase C" for a distance of 40.11 feet;

Thence South 89°03'45" East, along the North line of said "Whipple Creek Place Phase C" for a distance of 146.00 feet to the Northeast corner thereof;

Thence North 00°56'15" East, for a distance of 59.77 feet;

Thence South 89°03'45" East, for a distance of 275.00 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears South 44°03'45" East, for a chord distance of 15.56 feet through a central angle of 90°00'00", for an arc distance of 17.28 feet;

Thence South 00°56'15" West, for a distance of 26.00 feet;

Thence South 89°03'45" East, for a distance of 46.00 feet;

Thence North 00°56'15" East, for a distance of 26.00 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears North 45°56'15" East, for chord distance of 15.56 feet through a central angle of 90°00'00", for an arc distance of 17.28 feet;

Thence South 89°03'45" East, for a distance of 77.69 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears South 43°39'27" East, for a chord distance of 15.67 feet through a central angle of 90°48'35", for an arc distance of 17.43 feet;

Thence South 01°44'50" West, for a distance of 5.07 feet;

Thence South 88°15'10" East, for a distance of 8.00 feet to the West line of that certain parcel of land conveyed to Clark County by deed recorded under Book 238, Page 423 deed records of Clark County, Washington;

Thence North 01°44'50" East, along the West line of said Clark County parcel for a distance of 133.28 feet to the Northwest corner thereof;

Thence South 88°54'25" East, along the North line of said Clark County parcel for a distance of 15.00 feet;

Thence North 01°44'50" East, for a distance of 29.12 feet;

Thence North 89°03'45" West, for a distance of 919.62 feet;

Thence South 00°56'15" West, for a distance of 19.00 feet;

Thence South 22°41'27" West, for a distance of 22.61 feet;

Thence North 89°03'45" West, for a distance of 44.62 feet;

Thence North 00°56'15" East, for a distance of 22.00 feet;

Thence North 30°26'30" West, for a distance of 21.08 feet;

Thence North 89°03'45" West, for a distance of 169.20 feet;

Thence South 44°16'44" West, for a distance of 28.88 feet;

Thence South 00°56'15" West, for a distance of 45.58 feet;

Thence South 64°07'53" West, for a distance of 60.23 feet;

Thence North 89°03'45" West, for a distance of 38.54 feet;

Thence North 63°37'51" West, for a distance of 75.09 feet to the Northerly extension of the West line of said Lot 1;

Thence South 01°44'50" West, along said Northerly extension for a distance of 139.97 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.

Kevin L. Bethje
Professional Land Surveyor
Minister & Glaeser Surveying, Inc.

KEVIN L. BETHJE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04

9-26-03

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

Mark A. Erikson
Erikson & Hirokawa, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

CONSERVATION COVENANT RUNNING WITH THE LAND (WETLANDS)

Declarant:	Whipple Creek Properties, L.L.C.
Beneficiary:	The Owners of Lots within Whipple Creek Place
Legal Description:	TL's 2, 31, 32, & 52, NW¼, Sec 22, T3N, R1E, W.M. (portions)
Assessor's Tax Parcels:	185540.005, 185422.000 & 185423.000, & 185443.000 (portions)
Related Documents:	N/A

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner Whipple Creek Properties, L.L.C. of certain real property described in Exhibit "A," on behalf of itself, it successors and assigns 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; or

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, and enforceable against, the owner, its successors and assigns into whose ownership the above-described real property may pass, and any obligations made herein by owners.

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

Dated this _____ day of _____ 2003.

CLARK COUNTY, WASHINGTON

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

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

By: Randal S. Clarno
Randal S. Clarno, Managing Member

APPROVED AS TO FORM ONLY:

ARTHUR CURTIS
Prosecuting Attorney

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

CLAR0253.D01.wpd

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 19 day of August, 2003, 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: 8/19/03 By: Shannon McCurdy

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

EXHIBITS

Exhibit A ..... perimeter description of Whipple Creek Place

Exhibit B ..... perimeter description of Wetland/Habitat Buffer

MINISTER-GLAESER
SURVEYING INC.

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

September 15, 2003

EXHIBIT "A"

That parcel 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 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 Southwest corner of the East half of the Southwest quarter of said Northwest quarter and being the TRUE POINT OF BEGINNING;

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

Thence South 89°04'05" East, along the North line of said South half for distance of 1972.71 feet to the Northeast corner thereof;

Thence South 88°54'25" East, along the North line of the South half of said Northeast quarter for distance of 660.04 feet to the Northeast corner of that certain parcel of land conveyed to Edelene C. Stout by Quit Claim Deed recorded under Auditor's File No. G131249 records of Clark County, Washington;

Thence South 01°44'50" West, along the East line of said Stout parcel for a distance of 330.00 feet to the North line of that certain parcel of land conveyed to Clark County, by deed recorded under Book 238 of deeds at Page 423 deed records of Clark County, Washington;

Thence North 88°54'25" West, along the North line of said Clark County parcel for a distance of 15.00 feet to the Northwest corner thereof;

Thence South 01°44'50" West, along the West line of said Clark County parcel for a distance of 985.42 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 645.06 feet to the Southwest corner thereof;

Thence North 89°03'08" West, along the South line of said Northwest quarter for a distance of 1971.70 feet to the TRUE POINT OF BEGINNING.

Except any public interest in public roads.

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

KEVIN L. BETHIE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04

9.15.03

MINISTER-GLAESER
SURVEYING INC.

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

KEVIN L. BETHJE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04
7-15-03

April 30, 2003

EXHIBIT "B"

WETLANDS, HABITAT AND BUFFERS:

That parcel of land located in a portion of the Northwest quarter and a portion of the Northeast quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, 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 Southwest corner of "Whipple Creek Place Phase A", according to the plat thereof recorded under Book 311 of Plats at Page 006 records of Clark County, Washington;

Thence North 01°42'14" East, along the West line of said "Whipple Creek Place Phase A" for a distance of 820.05 feet to the Northwest corner thereof and being the TRUE POINT OF BEGINNING;

Thence along the perimeter of said "Whipple Creek Place Phase A" the following courses:

Thence South 89°03'45" East, for a distance of 124.56 feet;

Thence North 82°51'57" East, for a distance of 99.07 feet;

Thence South 75°12'56" East, for a distance of 77.61 feet;

Thence South 77°27'37" East, for a distance of 108.83 feet;

Thence South 45°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 130.04 feet;

Thence South 74°48'43" East, for a distance of 21.60 feet;

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

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 along the arc of a 223.00 foot radius non-tangent curve to the right, the long chord of which bears North 01°51'19" West, for a chord distance of 4.29 feet through a central angle of 01°06'11", for an arc distance of 4.29 feet;

Thence North 66°48'50" West, for a distance of 328.65 feet;

Thence North 44°30'04" West, for a distance of 307.70 feet;

Thence North 00°00'00" East, for a distance of 92.00 feet;

Thence South 88°00'00" East, for a distance of 209.92 feet;

Thence South 01°43'06" West, for a distance of 115.00 feet;

Thence South 88°16'54" East, for a distance of 15.00 feet;

Thence South 01°43'06" West, for a distance of 130.00 feet;

Thence South 60°00'00" East, for a distance of 49.42 feet;

Thence, leaving said perimeter, North 00°11'42" West, for a distance of 293.81 feet;

Thence South 88°15'06" East, for a distance of 609.39 feet;

Thence South 01°44'50" West, for a distance of 26.41 feet;

Thence South 63°37'51" East, for a distance of 75.09 feet;

Thence South 89°03'45" East, for a distance of 38.54 feet;

Thence North 64°07'53" East, for a distance of 60.23 feet;

Thence North 00°56'15" East, for a distance of 45.58 feet;

Thence North 44°16'44" East, for a distance of 28.88 feet;

Thence South 89°03'45" East, for a distance of 169.20 feet;

Thence South 30°26'30" East, for a distance of 21.08 feet;

Thence South 00°56'15" West, for a distance of 22.00 feet;

Thence South 89°03'45" East, for a distance of 44.62 feet;

Thence North 22°41'27" East, for a distance of 22.61 feet;

Thence North 00°56'15" East, for a distance of 19.00 feet;

Thence South 89°03'45" East, for a distance of 919.62 feet;

Thence North 01°44'50" East, for a distance of 300.88 feet to the North line of the Southwest quarter of said Northeast quarter;

Thence North 88°54'25" West, along the North line of said Southwest quarter for a distance of 660.04 feet to the Northwest corner thereof;

Thence North 89°04'05" West, along the North line of the South half of said Northwest quarter for a distance of 1972.71 feet to the Northerly extension of the West line of said "Whipple Creek Place Phase A";

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

Containing 22.80 acres.

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

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

Erikson & Hirokawa, PLLC
Attorneys at Law
1111 Main Street, Suite 402
Vancouver, WA 98660-2958

STATUTORY WARRANTY DEED

Grantor:	Whipple Creek Properties, LLC
Grantee:	Master Association of Whipple Creek Properties
Legal Description:	TL's 31, 132, 140, & 192, S 22, T3N, R1E, W.M. (portion)
Assessor's Tax Parcel:	185422-000, 185532-000, 185540-005, & 185592-000
Related Documents:	3505343, pp. 45 - 66, as amended

The grantor, Whipple Creek Properties, LLC, for and in consideration of planned development and subdivision approval, and subject to conditions of approval included therein, hereby conveys and warrants unto the Master Association of Whipple Creek Properties, formed under that certain *Master Declaration of Whipple Creek Properties* filed for record at Clark County Auditor's File No. 3505343, pp. 45-66, as amended, the following described real estate, commonly known as Whipple Creek Place Habitat Area, situated in the County of Clark, State of Washington:

As described in Exhibit A, annexed hereto.

DATED this 20th day of September, 2004.

Whipple Creek Properties, LLC

By: Randal S. Clarno, Managing Member

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

STATE OF ~~IDAHO~~ WA)
) ss.
County of ~~Ada~~ CLARK)

On this 20th day of Sept, 2004, before me, the undersigned, a Notary Public in and for the State of ~~Idaho~~ WA, duly commissioned and sworn, personally appeared Randal S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, LLC, 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: 9-20-04 By: Jaima K. Webb

Notary Public in and for the State of ~~Idaho~~ WA
residing at Camas
My appointment expires: 2-28-07

JAIMA K. WEBB
COMMISSION EXPIRES
NOTARY
PUBLIC
2-28-07
STATE OF WASHINGTON

Approved as to form:

CLAR0253.D05.wpd
WCP HABITAT AREA
STATUTORY WARRANTY DEED - 2

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

MINISTER-GLAESER
SURVEYING INC.

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

EXHIBIT - A

Page 1 Of 4

KEVIN L. BETHIE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 06
9-15-04

September 15, 2004

EXHIBIT "A"

WETLANDS, HABITAT AND BUFFERS:

That parcel of land located in a portion of the Northwest quarter and a portion of the Northeast quarter of Section 22, Township 3 North, Range 1 East, Willamette Meridian, 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 Southwest corner of "Whipple Creek Place Phase A", according to the plat thereof recorded under Book 311 of Plats at Page 006 records of Clark County, Washington;

Thence North 01°42'14" East, along the West line of said "Whipple Creek Place Phase A" for a distance of 820.05 feet to the Northwest corner thereof and being the TRUE POINT OF BEGINNING;

Thence along the perimeter of said "Whipple Creek Place Phase A" the following courses:

Thence South 89°03'45" East, for a distance of 124.56 feet;

Thence North 82°51'57" East, for a distance of 99.07 feet;

Thence South 75°12'56" East, for a distance of 77.61 feet;

Thence South 77°27'37" East, for a distance of 108.83 feet;

Thence South 45°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 130.04 feet;

Thence South 74°48'43" East, for a distance of 21.60 feet;

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

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 along the arc of a 223.00 foot radius non-tangent curve to the right, the long chord of which bears North 01°51'19" West, for a chord distance of 4.29 feet through a central angle of 01°06'11", for an arc distance of 4.29 feet;

Thence North 66°48'50" West, for a distance of 328.65 feet;

Thence North 44°30'04" West, for a distance of 307.70 feet;

Thence North 00°00'00" East, for a distance of 92.00 feet;

Thence, leaving said perimeter, South 88°00'00" East, for a distance of 259.49 feet;

Thence North 00°11'42" West, for a distance of 25.49 feet;

Thence South 88°15'06" East, for a distance of 609.39 feet;

Thence South 01°44'50" West, for a distance of 26.41 feet;

Thence South 63°37'51" East, for a distance of 75.09 feet;

Thence South 89°03'45" East, for a distance of 38.54 feet;

Thence North 64°07'53" East, for a distance of 60.23 feet;

Thence North 00°56'15" East, for a distance of 45.58 feet;

Thence North 44°16'44" East, for a distance of 28.88 feet;

Thence South 89°03'45" East, for a distance of 169.20 feet;

Thence South 30°26'30" East, for a distance of 21.08 feet;

Thence South 00°56'15" West, for a distance of 22.00 feet;

Thence South 89°03'45" East, for a distance of 44.62 feet;

Thence North 22°41'27" East, for a distance of 22.61 feet;

Thence North 00°56'15" East, for a distance of 19.00 feet;

Thence South 89°03'45" East, for a distance of 919.62 feet;

Thence North 01°44'50" East, for a distance of 300.88 feet to the North line of the Southwest quarter of said Northeast quarter;

Thence North 88°54'25" West, along the North line of said Southwest quarter for a distance of 660.04 feet to the Northwest corner thereof;

Thence North 89°04'05" West, along the North line of the South half of said Northwest quarter for a distance of 1972.71 feet to the Northerly extension of the West line of said "Whipple Creek Place Phase A";

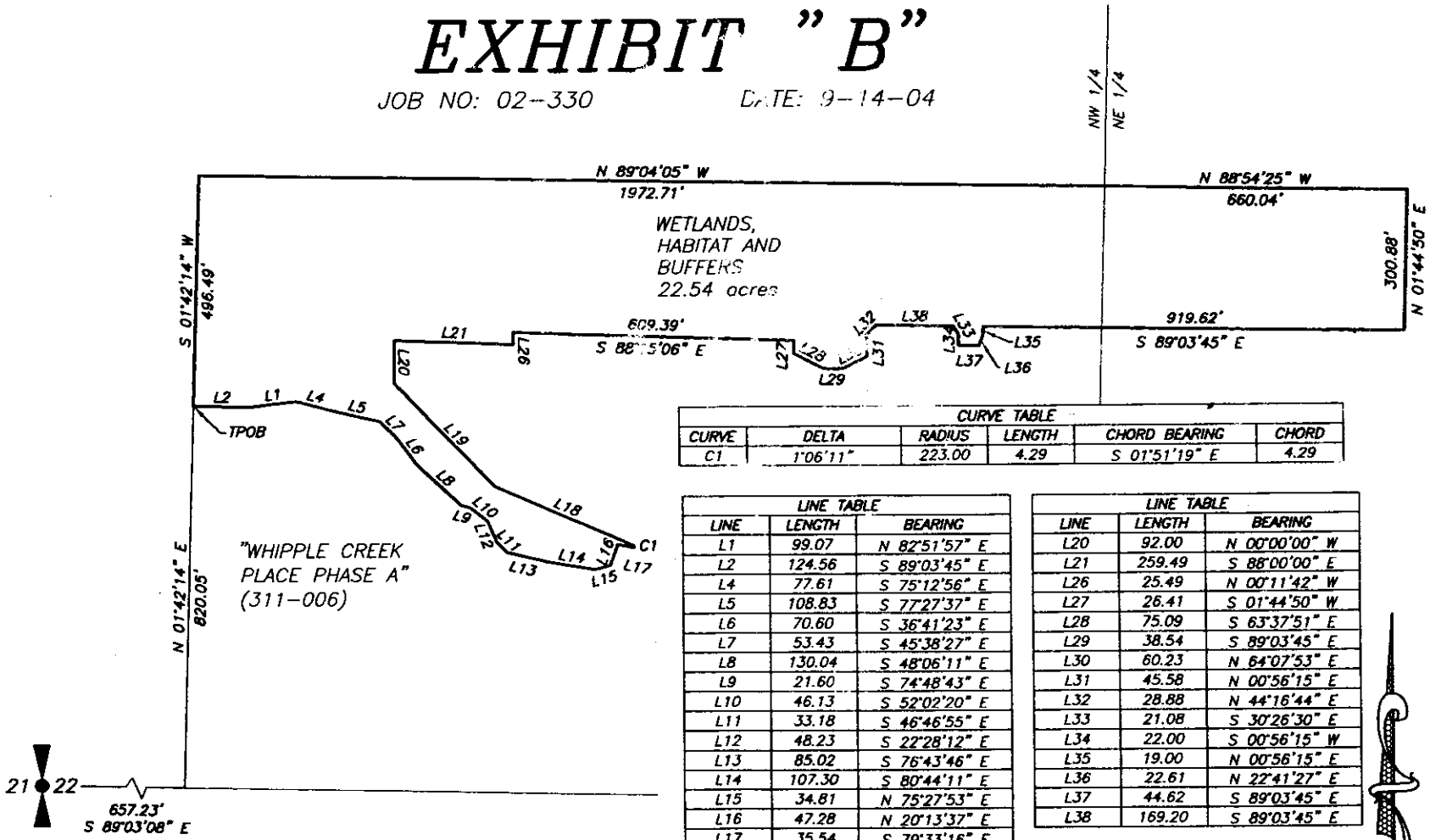
Thence South 01°42'14" West, along said Northerly extension for a distance of 496.49 feet to the TRUE POINT OF BEGINNING.

Containing 22.54 acres.

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

EXHIBIT "B"

JOB NO: 02-330 DATE: 9-14-04



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°06'11"	223.00	4.29	S 01°51'19" E	4.29

LINE TABLE		
LINE	LENGTH	BEARING
L1	99.07	N 82°51'57" E
L2	124.56	S 89°03'45" E
L4	77.61	S 75°12'56" E
L5	108.83	S 77°27'37" E
L6	70.60	S 36°41'23" E
L7	53.43	S 45°38'27" E
L8	130.04	S 48°06'11" E
L9	21.60	S 74°48'43" E
L10	46.13	S 52°02'20" E
L11	33.18	S 46°46'55" E
L12	48.23	S 22°28'12" E
L13	85.02	S 76°43'46" E
L14	107.30	S 80°44'11" E
L15	34.81	N 75°27'53" E
L16	47.28	N 20°13'37" E
L17	35.54	S 79°33'16" E
L18	328.65	N 66°48'50" W
L19	307.70	N 44°30'04" W

LINE TABLE		
LINE	LENGTH	BEARING
L20	92.00	N 00°00'00" W
L21	259.49	S 88°00'00" E
L26	25.49	N 00°11'42" W
L27	26.41	S 01°44'50" W
L28	75.09	S 63°37'51" E
L29	38.54	S 89°03'45" E
L30	60.23	N 64°07'53" E
L31	45.58	N 00°56'15" E
L32	28.88	N 44°16'44" E
L33	21.08	S 30°26'30" E
L34	22.00	S 00°56'15" W
L35	19.00	N 00°56'15" E
L36	22.61	N 22°41'27" E
L37	44.62	S 89°03'45" E
L38	169.20	S 89°03'45" E

NOT TO SCALE

EXHIBIT - A

Page 4 Of 4

3908251
Page: 26 of 63
11/16/2004 03:11P
COMMUNITY DEVELOPMENT PLAT 0.00 Clark County, WA

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

Erikson & Hirokawa, PLLC
Attorneys at Law
1111 Main Street, Suite 402
Vancouver, WA 98660-2958

STATUTORY WARRANTY DEED

Grantor:	Whipple Creek Properties, LLC
Grantee:	Master Association of Whipple Creek Properties
Legal Description:	TL 190 , S 22, T3N, R1E, W.M.
Assessor's Tax Parcel:	185590
Related Documents:	3505343, pp. 45 - 66, & 3715399

The grantor, Whipple Creek Properties, LLC, for and in consideration of planned development and subdivision approval, and subject to conditions of approval included therein, hereby conveys and warrants unto the Master Association of Whipple Creek Properties, formed under that certain *Master Declaration of Whipple Creek Properties* filed for record at Clark County Auditor's File No. 3505343, pp. 45-66, as amended by document filed at 3715399, the following described real estate, commonly known as Open Space Tracts "A," "B," "C," and "D," situated in the County of Clark, State of Washington:

As described in Exhibit A, annexed hereto.

DATED this 11th day of June, 2004.

Whipple Creek Properties, LLC

By: _____
Randal S. Clarno, Managing Member

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 11th day of June, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randal S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, LLC, 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: 6-11-04 By: Jaima K. Webb

Notary Public in and for the State of Washington residing at Camas
My appointment expires: 2-28-07

JAIMA K. WEBB
COMMISSION EXPIRES
NOTARY
PUBLIC
2-28-07
STATE OF WASHINGTON

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

MINISTER-GLAESER
SURVEYING INC.

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

April 26, 2004

EXHIBIT "A"

OPEN SPACE TRACT "A":

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

Beginning at the Northeast corner of Lot 25 of "Whipple Creek Place Phase C" according to the plat thereof recorded under Book 311 of Plats at Page 067 records of Clark County Washington;

Thence South 89° 03'33" East, along the North line of Lot 26 of said "Whipple Creek Place Phase C" for a distance of 16.00 feet;

Thence North 00° 56'15" East, for a distance of 145.86 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 00°56'15" East, for a distance of 100.00 feet;

Thence South 89°03'45" East, for a distance of 8.32 feet;

Thence South 30°26'30" East, for a distance of 21.08 feet;

Thence South 00°56'15" West, for a distance of 22.00 feet;

Thence South 89°03'45" East, for a distance of 44.62 feet;

Thence North 22°41'27" East, for a distance of 22.61 feet;

Thence North 00°56'15" East, for a distance of 19.00 feet;

Thence South 89°03'45" East, for a distance of 11.62 feet;

Thence South 00°56'15" West, for a distance of 100.00 feet;

Thence North 89°03'45" West, for a distance of 83.92 feet to the TRUE POINT OF BEGINNING;

Containing 6260 square feet.

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

The above described parcel is intended to be one in the same as Tract "A" in the preliminary approved plat of "Whipple Creek Place Phase E".

KEVIN L. BETHJE
STATE OF WASHINGTON
36490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06-04-04

4-26-04

EXHIBIT "B"

JOB NO: 02-330 DATE: 4-26-04

NOT TO SCALE

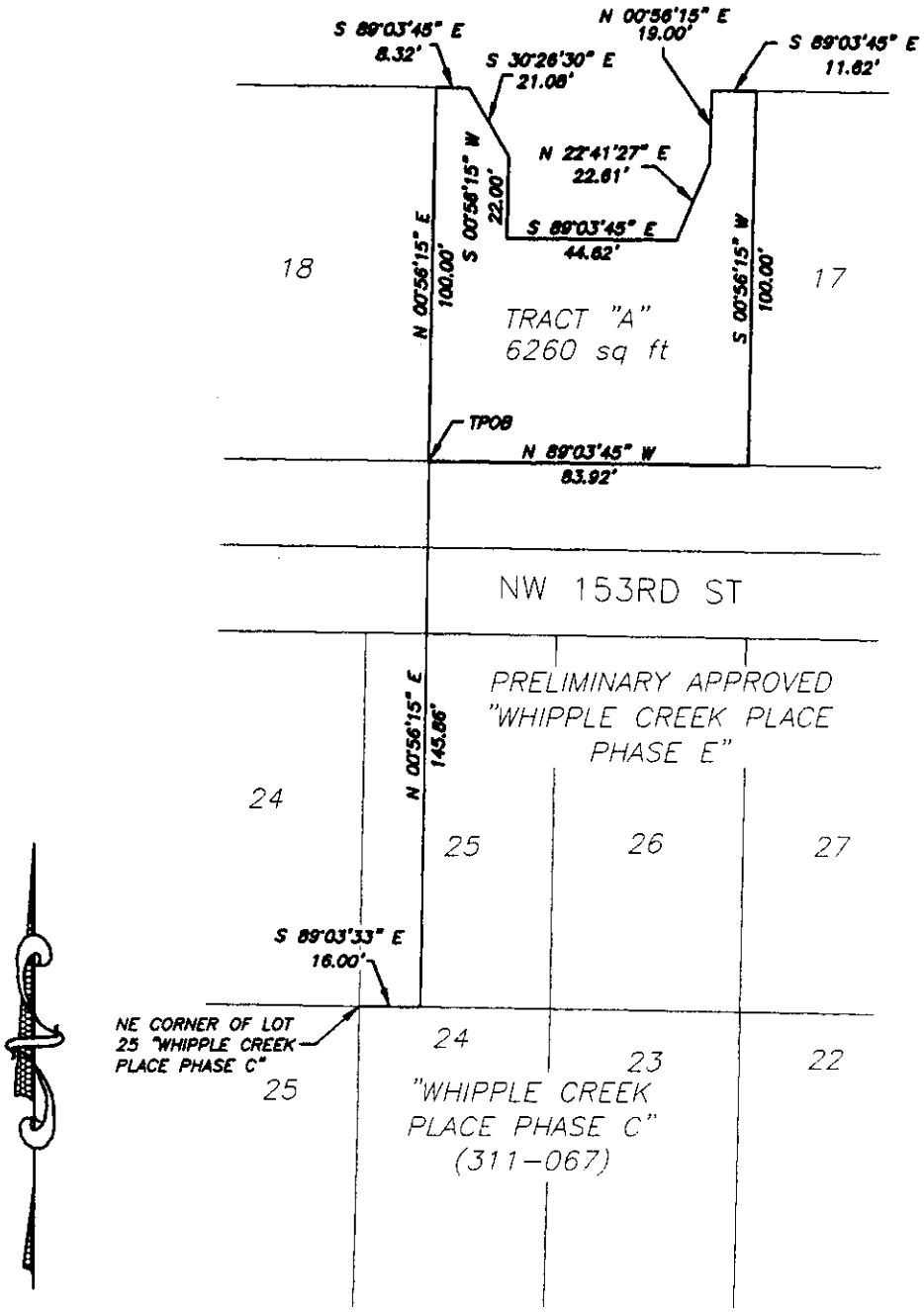


EXHIBIT - A

Page 3 Of 12

MINISTER-GLAESER
SURVEYING INC.

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

April 26, 2004

EXHIBIT "A"

OPEN SPACE TRACT "B":

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

Beginning at the Northwest corner of Lot 1 of that certain Short Plat, recorded under Book 3 of Short Plats at Page 340 records of Clark County, Washington;

Thence North 01°44'50" East, along the Northerly extension of the West line of said Lot 1 for a distance of 50.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°44'50" East, for a distance of 89.96 feet;

Thence South 63°37'51" East, for a distance of 75.08 feet;

Thence South 89°03'45" East, for a distance of 38.54 feet;

Thence North 64°07'53" East, for a distance of 60.23 feet;

Thence South 00°56'15" West, for a distance of 45.20 feet;

Thence along the arc of a 58.00 foot radius non-tangent curve to the left the long chord of which bears South 49°01'31" West, for a chord distance of 9.58 feet through a central angle of 09°28'46"for an arc distance of 9.60 feet;

Thence North 45°42'52" West, for a distance of 24.36 feet;

Thence North 89°03'33" West, for a distance of 115.83 feet;

Thence South 01°44'50" West, for a distance of 50.00 feet;

Thence North 89°03'33" West, for a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Containing 4313 square feet.

EXHIBIT - A
Page 4 of 12

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

The above described parcel is intended to be one in the same as Tract "B" in the preliminary approved plat of "Whipple Creek Place Phase E".

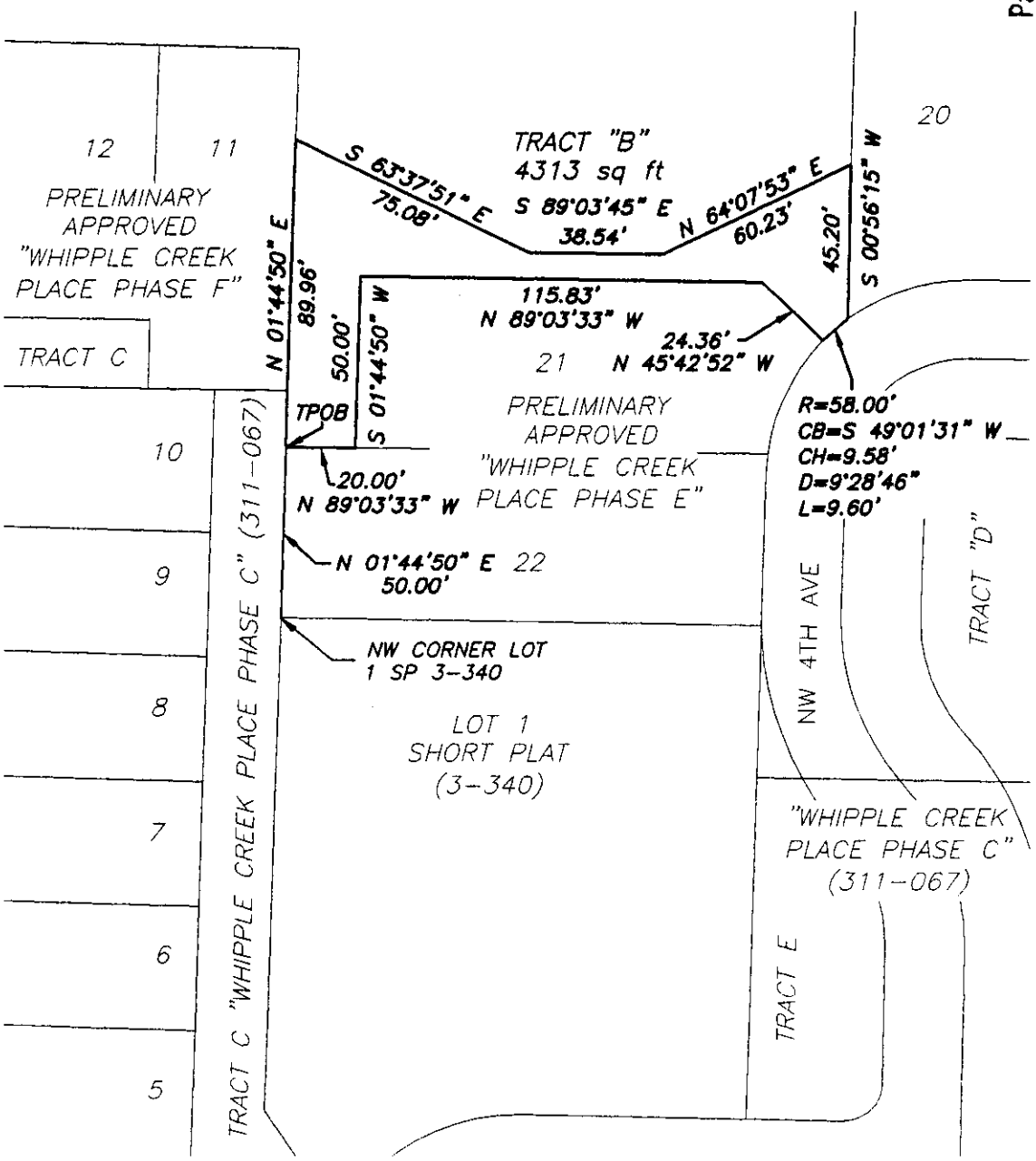
KEVIN L. BETHJE
STATE OF WASHINGTON
38450
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04

4-27-04

EXHIBIT "B"

JOB NO: 02-330 DATE: 4-26-04

NOT TO SCALE



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SURVEYING INC.

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2200 E. EVERGREEN
VANCOUVER, WA 98661

EXHIBIT - A
Page 7 of 12

April 26, 2004

EXHIBIT "A"

OPEN SPACE TRACT "C":

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

Beginning at the Northwest corner of Tract "E" of "Whipple Creek Place Phase C" according to the plat thereof recorded under Book 311 of Plats at Page 067 records of Clark County, Washington;

Thence North 01°44'50" East, along the Northerly extension of the West line of said Tract "E" for a distance of 44.38 feet;

Thence South 89°03'33" East, for a distance of 0.06 feet;

Thence along the arc of a 93.00 foot radius non-tangent curve to the left the long chord of which bears South 14°42'59" East, for a chord distance of 46.09 feet through a central angle of 28°41'40" for an arc distance of 46.58 feet to the North line of said Tract "E";

Thence North 89°03'33" West, along the North line of said Tract "E" for a distance of 13.13 feet to the POINT OF BEGINNING;

Containing 203 square feet.

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

The above-described parcel is intended to be one in the same as Tract "C" in the preliminary approved plat of "Whipple Creek Place Phase E".

KEVIN L. BETHJE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04

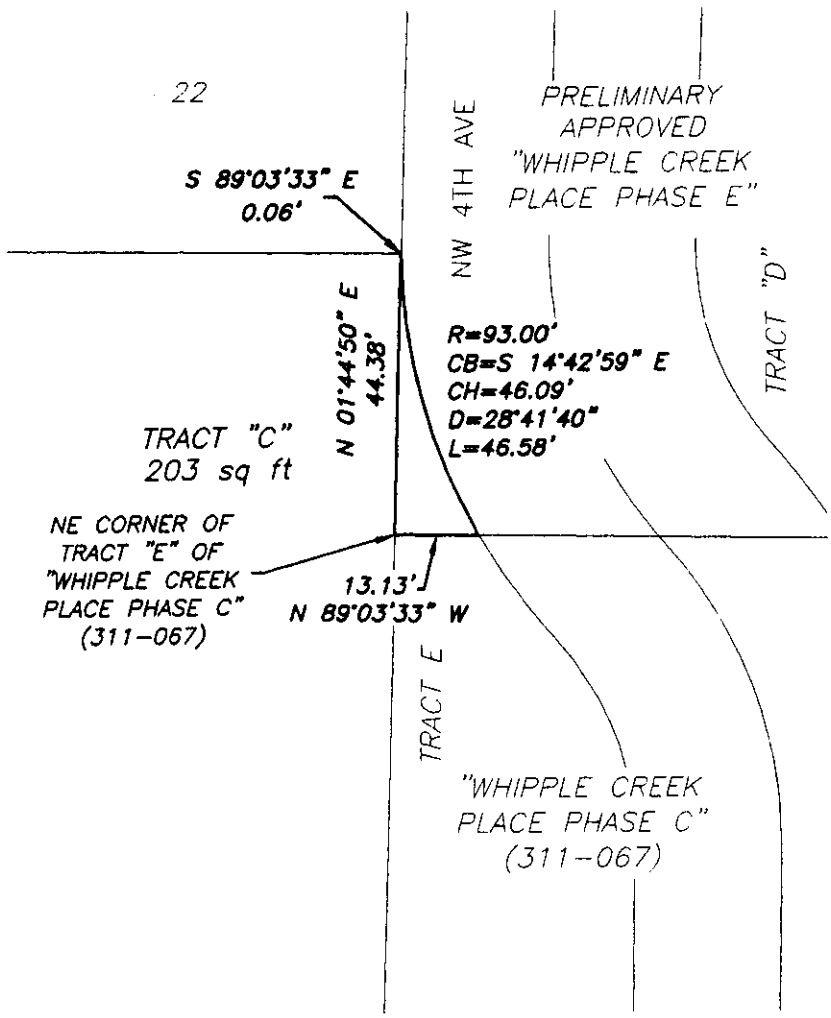
4-27-04

EXHIBIT - A
Page 8 of 12

EXHIBIT "B"

JOB NO: 02-330 DATE: 4-26-04

NOT TO SCALE



MINISTER-GLAESER
SURVEYING INC.

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

EXHIBIT - A
Page 10 of 12

April 27, 2004

EXHIBIT "A"

OPEN SPACE TRACT "D":

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

Beginning at the Northwest corner of Lot 26 of "Whipple Creek Place Phase C" according to the plat thereof recorded under Book 311 of Plats at Page 067 records of Clark County, Washington;

Thence South 89°03'33" East, along the North line of said Lot 26 for a distance of 5.00 feet;

Thence North 00°56'15" East, for a distance of 99.85 feet;

Thence North 89°03'45" West, for a distance of 29.66 feet;

Thence along the arc of a 12.00 foot radius tangent curve to the left the long chord of which bears South 46°20'33" West, for a chord distance of 16.85 feet through a central angle of 89°11'25" for an arc distance of 18.68 feet;

Thence South 01°44'50" West, for a distance of 40.85 feet;

Thence along the arc of a 47.00 foot radius tangent curve to the left the long chord of which bears South 20°02'51" East, for a chord distance of 34.90 feet through a central angle of 43°35'23" for an arc distance of 35.76 feet;

Thence along the arc of a 93.00 foot radius reverse curve to the right the long chord of which bears South 36°11'53" East, for a chord distance of 18.29 feet through a central angle of 11°17'18" for an arc distance of 18.32 feet to the Northwest corner of Tract "F" of said "Whipple Creek Place Phase C";

Thence South 89°03'33"East, along the North line of said Tract "F" for a distance of 13.70 feet to the POINT OF BEGINNING;

Containing 3775 square feet.

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

The above-described parcel is intended to be one in the same as Tract "D" in the preliminary approved plat of "Whipple Creek Place Phase E".

KEVIN L. BETHIE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06-04-04

4-27-04

EXHIBIT - A
Page 11 of 12

EXHIBIT "B"

JOB NO: 02-330 DATE: 4-27-04

NOT TO SCALE

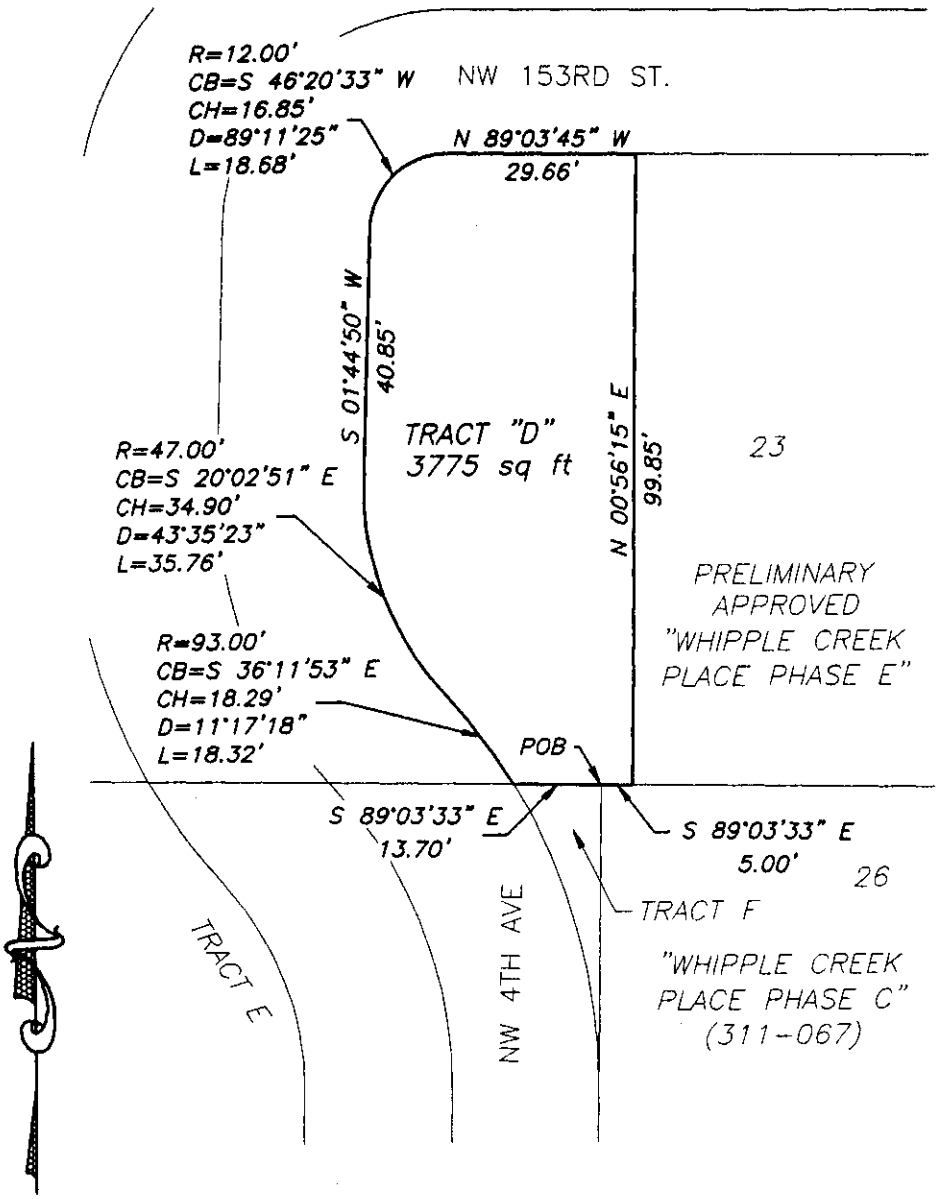


EXHIBIT - A

Page 12 of 12

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

Mark A. Erikson
Erikson & Hirokawa, PLLC
1111 Main Street, Suite 402
Vancouver, Washington 98660-2958

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

WHIPPLE CREEK PLACE, PHASE E

Declarant:	Whipple Creek Properties, L.L.C.
Beneficiary:	The Owners of Lots within Whipple Creek Phase E
Legal Description:	Lots 1- 35, Whipple Creek Phase E, Book 311 of Plats, page 208
Assessor's Tax Parcels:	_____ through _____
Related Documents:	AF #3505343 at page 45 through 64

This *Declaration of Covenants, Conditions and Restrictions* dated as of June 9, 2004, 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 **Development Plan.** Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners, as a phase of the

1.2 Development Plan. Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners, as a phase of the Whipple Creek master-planned residential community. The plan, in general, provides for the development of the Property in separate building lots for residential use.

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 portion thereof, and shall inure to the benefit of each such Owner.

II. DEFINITIONS

2.1 Architectural Control Committee. The term "Architectural Control Committee" is defined in paragraph 8.1 of this Declaration.

2.2 Association. The term "Association" shall mean the owners association formed under the provisions of this Declaration.

2.3 Building Envelope. The term "Building Envelope" shall mean, as to each Lot, the area within which all construction must be contained, as designated on the Plat.

2.4 Common Area. The term "Common Area" shall mean all areas designated as common areas on the Plat.

2.5 Declarant. The term "Declarant" shall mean Whipple Creek Properties, L.L.C.

2.6 Declaration. The term "Declaration" shall mean this *Declaration of Conditions, Covenants and Restrictions* and any amendment hereto which is duly adopted pursuant to paragraph 9.5 of this Declaration and filed in the records of Clark County, Washington.

2.7 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.

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

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

2.9 **Master Declaration.** The term "Master Declaration" shall mean that certain *Master Declaration of Whipple Creek Properties*, filed for record at Clark County Auditor's File No. 3505343, at pages 45 through 64.

2.10 **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.

2.11 **Phase E Contribution.** The term "Phase E Contribution" is described in paragraph 5.4 of this Declaration

2.12 **Plat.** The term "Plat" shall mean the subdivision plat filed for record in Book _____, of Plats, at page _____, records of Clark County, Washington, a copy of which is annexed hereto as Exhibit B and incorporated herein by this reference.

2.13 **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.

III. MASTER PLAN

3.1 **Incorporation by Reference.** The following documents are incorporated by reference herein: (a) the Plat, and (b) the Master Declaration.

3.2 **Consistency with Master Plan.** This Declaration is governed by the Master Declaration. In case of any inconsistency between the Master Declaration and this Declaration, the Master Declaration shall control.

IV. OWNERS ASSOCIATION

4.1 **Formation.** The Declarant hereby declares the formation of an owner's association (the "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 Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Membership in the 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.

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Vancouver, WA 98660-2958
(360) 696-1012

4.2 Voting Rights. The 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 Association and, except as otherwise provided in this Declaration, the Association shall be governed by the vote of a bare majority of Owners. 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 in person or by signed proxy. 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 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 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 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 the Declarant's interest in the Property. 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 Declaration or otherwise.

4.3 Initial Meeting/Election of Officers. The general membership of the Association shall meet within ninety (90) days after the expiration of all Class B voting rights and, at that time, shall elect a president, vice president, secretary, treasurer, and Architectural Control Committee (as defined in paragraph 8.1 of this Declaration) from among the general membership. The president, vice president, secretary, treasurer, and members of the Architectural Control Committee 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 Association unless unavailable, in which case the vice president shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Association

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1111 Main Street, Suite 402
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(360) 696-1012

as provided in paragraph 4.6 of this Declaration, and shall prepare, preserve and maintain written minutes of all actions taken by the Association as provided in paragraph 4.7 of this Declaration. The treasurer shall deposit all funds belonging to the 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 Association, as specified in paragraph 4.7 of this Declaration. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with any other funds.

4.4 **Annual Meetings.** The general membership of the Association shall meet each year on February 1 or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Association shall be open to all Owners of record and their authorized agents. At each annual meeting, the Treasurer shall present a report of the financial affairs of the 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, all accounts into which said funds were 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 Owners who have paid current all assessments against their Lots shall elect a president, vice president, secretary, treasurer, and members of the Architectural Control Committee (as defined in paragraph 8.1 of this Declaration) from among the general membership.

4.5 **Special Meetings.** Special meetings of the Association may be called by the president, or by Owners holding ten percent (10%) of the votes which are then exercisable in the Association, in order to discuss issues of importance to the Association and Owners. Special meetings of the Association shall be open to all Owners of record and their authorized agents.

4.6 **Notice of Meetings.** Not less than fourteen (14) nor more than sixty (60) 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 each Owner, or to any other mailing address designated in writing by each respective Owner. 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 owners, including the general nature of any proposed amendment to this Declaration, and any budget or changes in previously approved budgets that result in a change in assessment obligations.

4.7 **Records of the Association.** The secretary shall keep minutes of all actions taken by the Association, including the number of Owners voting for and against each such action. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, 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 Association shall not release the unlisted telephone number of

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. The treasurer shall prepare and publish financial records, on a calendar-year basis, in sufficient detail to enable the Association to fully declare to each Owner the true statement of its financial status, and shall provide a copy thereof to the secretary of the Master Association on or before February 1 following calendar year end. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form, are the property of the Association. Each treasurer shall turn over all original books and records to the Association immediately upon termination of office, or upon demand made by a majority of the Owners. Treasurers shall be entitled to keep copies of Association records made during their tenure, and all records which a past treasurer has turned over to the 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, in the following order of priority, be: (i) remitted to the secretary of the Master Association for purposes provided in Section V of the Master Declaration, (ii) expended by the Association upon the enforcement of this Declaration. There shall be no expenditure of funds belonging to the Association except: (a) as provided in this Section V or Section V of the Master Declaration, or (b) upon the concurrence of a sixty seven percent (67%) majority of the Lots, as provided in paragraph 4.2 of this Declaration; provided, however, no such vote shall result in secession from membership in the Master Association, nor terminate the collection and remittance of the Phase E Contribution.

5.2 **Special Assessments.** In addition to regular 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. Any special assessment shall be levied only with the consent of the Owners of sixty seven percent (67%) of all Lots, based upon voting rights as described in paragraph 4.2 of this Declaration.

5.3 **Rate of Assessments.** On or before the March 10 each year, the secretary of the Master Association shall provide notice of the treasurer of the Association specifying the amount of assessments upon each Lot for the following calendar year. The treasurer of the Association shall add the amount of any assessments approved under paragraphs 5.1 and/or 5.2 of the Covenant, and shall calculate the total assessments for each Lot for the following calendar year. On or before March 30 each year, the secretary of the Association shall provide notice to each Owner specifying

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Vancouver, WA 98660-2958
(360) 696-1012

the amount of quarterly assessments for the next calendar year. At least thirty (30) days prior to the due date of each assessment, the Association shall provide notice of quarterly assessments to each Owner, based upon the number of Lots owned by each Owner. Initial assessments shall be as provided in Exhibit D annexed hereto. Assessments shall be divided equally among all Lots, and paid by each Owner, in quarterly instalments, prior to the last day of each calendar quarter. The owners of any parcels subsequently added to this Declaration shall be deemed Owners, subject to all rights and obligations under this Declaration, including without limitation the payment of regular and special assessments levied hereunder. Assessments not paid when due shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law. The Association may, at its option, file a lien against any delinquent Lot, and foreclose the lien for collection of the delinquent assessment. Assessments may be increased from time to time as determined by the concurrence of the Owners of sixty seven percent (67%) of all Lots, as provided in paragraph 4.2 of this Declaration.

5.4 **Contributions to Master Association.** On or before the tenth (10th) day of each calendar quarter, the treasurer of the Association shall remit to the secretary of the Master Association, the amount of quarterly assessments collected for the previous calendar quarter, as specified in Assessment Notices, and as provided in paragraph 5.3 of the Master Declaration (referred to here as the "Phase E Contribution"). The Phase E Contribution shall be expended by the Master Association as provided in Section V of the Master Declaration.

5.5 **Personal Obligation.** Each assessment, together with interest, costs and reasonable attorney's fees incurred in the collection of said assessment, shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment first became due. Said personal obligation shall not pass to the Owner's successors in interest unless expressly assumed; provided, however, that all assessments shall be prorated as of the date of closing of the sale of any Lot, and any past due assessments shall be paid to the Association in full from the seller's proceeds at the close of escrow. The Association may take any legal action deemed necessary and prudent to perfect and collect delinquent assessments.

5.6 **Subordination of Lien to Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage properly filed in the records of Clark County. Sale or transfer of any Lot shall not effect the assessment lien.

VI. MAINTENANCE

6.1 **Maintenance by Owner.** Each Owner shall maintain his Lot, improvements and appurtenances, at all times, in a safe, clean, sanitary, and attractive condition, and shall comply with all laws, ordinances and regulations pertaining to the removal of trash and rubbish, and the

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maintenance of on-site systems for surface and storm water drainage. No noxious, offensive or unsightly conditions shall be permitted upon any Lot, nor shall any condition or act be permitted by any Owner which results in an annoyance or nuisance to other Owners. The maintenance required of each Owner shall include, without limitation, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, driveways, and other exterior improvements and glass surfaces, including the repainting of painted surfaces. All repainting or re-staining and exterior remodeling shall be subject to the provisions of paragraph 8.5 of this Declaration. Each Owner shall keep all shrubs, trees, grass and plantings on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner, and shall be restored as soon as reasonably possible. In the event that any Owner fails to perform such maintenance and repair, the Association, upon ten (10) days prior written notice, shall have the right, but not the obligation, to perform the same, and to charge the Owner the reasonable cost thereof. In the event that the Owner shall fail to reimburse the Association for all such costs within ten (10) days after demand, the Association may, at its election, record and foreclose a lien for repayment of such expenditures.

6.2 **Taxes.** Each Owner shall pay when due all real property taxes and special assessments levied against each Lot owned by said Owner.

VII. PROHIBITED USES

7.1 **Purpose.** Each Lot shall be used exclusively for residential purposes as permitted by the applicable zoning designation. The foregoing restriction shall not, however, be construed in such a manner as to prohibit any Owner from maintaining his or her professional library at his or her personal residence, keeping his or her business and professional records or accounts therein, or handling his or her business or professional telephone calls or correspondence therefrom.

7.2 **Exterior Appearance.** Except as provided in paragraph 7.14, Owners shall not display, hang, store or use any signs, clothing, clotheslines, sheets, blankets, laundry or other articles visible from any Lot, or any exterior location on or off the Property, except draperies, curtains or shades which have a uniform exterior appearance.

7.3 **Temporary Structures.** No trailer, camper-truck or recreational vehicle (RV), unfinished or temporary structure (including without limitation uncovered foundations, garages, outbuildings, shacks, or tents) shall be used for habitation, either temporary or permanent, on any Lot, street or road.

7.4 **"A-Frame" Residences.** No "A-Frame" residential structure shall be permitted on any Lot.

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7.5 **Mobile Homes.** No preconstructed building, residential or otherwise, may be placed on any Lot. Mobile homes shall not be placed or permitted upon any Lot; provided, however, the Declarant may maintain a sales trailer on any Lot until all Lots have been sold.

7.6 **Commercial Operations.** No commercial operations shall be conducted on any Lot. Equipment used in commercial operations may not be stored in such a manner or location that is visible from any other Lot, street or road. Nothing in this paragraph shall be deemed to prohibit home offices as described in paragraph 7.1 of this Declaration, provided that such offices are permitted within the applicable zoning designation. Nothing in this paragraph shall be deemed to prohibit overnight parking of pickup trucks in the driveway of any Lot, subject to the provisions of paragraph 7.9 of this Declaration.

7.7 **Animals.** No livestock animals or poultry shall be permitted upon any Lot. Nothing in this paragraph shall prohibit the keeping of household pets, the creation and stocking of ornamental ponds, or the accommodation of naturally occurring wildlife; provided that pets shall be restricted, at all times, within an enclosed area or on a leash controlled by an adult.

7.8 **Refuse.** No Owner shall keep or permit the accumulation of refuse or garbage upon any Lot. Garbage containers shall not be visible from any Lot, street or road, except on days designated for collection by the collecting agency.

7.9 **Parking.** No vehicle may be parked on any Lot or road for more than twenty four (24) hours, except within the confines of an enclosed garage. No Owner shall permit any vehicle which is in any state of disrepair to be abandoned or to remain parked upon any Lot or Common Area for a period in excess of twenty four (24) hours. The following vehicles may not be parked on any Lot, street or road overnight, except within the confines of an enclosed garage: (i) heavy equipment, boats, trailers, motorcycles, trucks (other than pickup trucks of less than one ton capacity), mobile homes; and (ii) any vehicles in excess of one ton capacity.

7.10 **Vehicle Maintenance & Repair.** No vehicle maintenance or repair may be conducted on any private road, public street or easement within the boundaries of the Property. No vehicle maintenance or repair may be conducted on any Lot except normal maintenance performed entirely within an enclosed garage.

7.11 **Fuel Storage.** Firewood and fuel tanks may not be stored on any Lot in a manner or location that it is visible from any Lot, street or road.

7.12 **Mechanical Equipment & Antennae.** No mechanical equipment, including without limitation window mounted air conditioners, shall be allowed on the front elevation of any structure. No antennae on any Lot, including without limitation commercial radio, citizens band,

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short wave, and television antennae, shall exceed the higher of: (i) thirty (30) feet above grade at the point of construction, or (ii) eight (8) feet above the highest elevation of the residence constructed on said Lot. All antennae and satellite dishes must be improved in advance by the Architectural Control Committee under the provisions of Section VIII of this Agreement.

7.13 **Outdoor Facilities.** No outdoor appliances shall be located in front yards driveways, including without limitation play equipment and barbecues. No sports equipment, including without limitation basketball hoops and nets, shall be located in Common Areas except as may be erected by the Declarant.

7.14 **Signs.** No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of sixty seven percent (67%) of the Owners; provided, however, any Owner may place one temporary sign not larger than 18-inches by 24-inches, indicating that said Owner's Lot is for sale or lease; and provided, further, the Declarant and/or its agents may display signs advertising Lots and/or homes for sale, or otherwise advertising the project, or related to the construction or financing thereof. Notwithstanding anything to the contrary contained herein, Owners may display ornamental plates designating the name or address of the residence or the Owners thereof.

7.15 **Erosion Control.** No Owner shall allow drainage from any Lot owned by such Owner to be channeled in such a manner as to cause erosion on or under any other Lot, Common Area, street, or road.

7.16 **Offensive Activity.** No Owner shall cause or permit upon any Lot or Common Area, any noxious or offensive activity, or any activity which may be, or become, an annoyance or nuisance to the neighborhood. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted on any Lot or Common Area.

VIII. DEVELOPMENT STANDARDS

8.1 Architectural Control Committee.

8.1.1 **Required Approval.** No residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, antennae, satellite dish, or other improvement shall be constructed or erected upon any Lot, nor shall any exterior alteration or addition be commenced, until complete plans and specifications thereof have been reviewed and approved in writing by the Architectural Control Committee. For the purposes of this Declaration, all of the foregoing are referred to as "proposed improvements."

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8.1.2 Composition. Until expiration of all Class "B" voting rights, as provided in paragraph 4.2(b) of this Declaration, the Architectural Control Committee shall be composed solely of the Declarant, the Declarant's assigns, and any persons which the Declarant may appoint thereto. After the expiration of all Class B voting rights, the Architectural Control Committee shall be composed of three (3) Owners elected by vote of the general membership of the Association, as provided in paragraphs 4.3 and 4.4 of this Declaration. Members of the Architectural Control Committee shall serve terms of one (1) year without compensation, but there shall be no limitation on the number of terms served.

8.1.3 Application Requirements. Application for approval of the Architectural Control Committee shall include the following: (a) an application fee of Three Hundred and 00/100's Dollars ($300.00) for each application for a new residence or improvements to an existing residence; (b) a site plan of the entire Lot upon which the improvements are proposed, depicting all existing conditions and improvements; all public streets, easements and rights-of-way encroaching upon or contiguous with said Lot; and all proposed improvements, drawn to a scale of not greater than one inch equals four feet (for purpose of example only, one inch equals five (5) feet is a greater scale than one inch equals four (4) feet); (c) construction drawings showing the proposed improvement in complete detail, including any existing improvements to which it will be attached, drawn to a scale of not greater than one inch equals three (3) feet; (d) detailed specification of the composition and quantity of all materials to be used in the construction or erection of the proposed improvements; (e) a color palate including samples of all proposed exterior materials and finishes; (f) a schedule including estimated dates of commencement and completion of each phase of construction. In addition to the foregoing, all plans and specifications shall to conform to applicable state and local codes and regulations. Every sheet and page submitted shall specify the Lot number and address of proposed improvements, and the correspondence address and telephone number of the Owner. All plans and specifications shall be prepared by an architect or engineer licensed in the State of Washington.

8.1.4 Processing Applications. Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the Architectural Control Committee shall send written approval or disapproval of proposed improvements by certified mail, return receipt requested, to the Owner's address specified on plans and specifications. Proposed improvements may be disapproved only for failure to comply with the provisions of this Declaration, and the Architectural Control Committee shall specify all objectionable elements of the proposal in any written disapproval. If the Architectural Control Committee fails to mail disapproval to the Owner within the times specified above, the proposed improvements shall be deemed approved; provided, however, all provisions and requirements of this Declaration shall remain applicable to the proposed improvements. The Owner may resubmit plans and specifications at any time upon payment of the fee provided in paragraph 8.1.3 of this Declaration; however, the Architectural Control Committee may refuse to review any plans and specifications which include elements previously disapproved.

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8.1.5 Retention of Plans. One copy of a complete set of approved plans and specifications shall be retained by the Secretary of the Association, and one set shall be maintained on the Lot during all phases of construction. All changes to plans and specifications shall be reviewed and approved by the Architectural Control Committee in the manner provided above.

8.1.6 Limitation of Liability. No action for damages, costs or attorney fees may be maintained against the Association, the Architectural Control Committee, or any member thereof, for the approval or disapproval of any proposed improvement; provided, however, any Owner may bring an action in the Superior Court of Clark County seeking a declaration, writ or injunction to stop construction and/or compel compliance with this Declaration.

8.2 Lot Size. After initial sale by the Declarant, no Lot may be further subdivided regardless of subsequent changes in zoning; provided, however, this paragraph shall not prevent: (i) the dedication of portions of any Lot for purposes of public streets or public utility easements, or (ii) further subdivision of any Lots retained by the Declarant. Any subdivided parcel shall be deemed a Lot subject to all of the rights and obligations under this Declaration, including without limitation, the payment of regular and special assessments levied hereunder.

8.3 Building Envelope. All buildings, paving, grading, and construction activities must be contained entirely within Building Envelopes designated on the Plat.

8.4 Minimum Size of Residences. The minimum living area of all residences constructed on the Property, exclusive of basements, open or screened porches and attached or detached garages, shall be not less than one thousand one hundred (1,100) square feet for single story residences; and not less than one thousand four hundred (1,400) square feet for two story residences. For the purposes of this paragraph, daylight basements shall be excluded from the computation of square footage.

8.5 Design and Color Scheme. Exteriors walls of residences may be painted only in colors and hues approved by the Architectural Control Committee. Within thirty (30) days after formation, the Architectural Control shall prepare a palate of acceptable colors, which shall be available for viewing during business hours at a convenient location on the Property. The exteriors of all nonresidential structures shall be compatible in architectural style and color with residential structures constructed on the Lot. Trim doors, rails, decks, eaves, and gutters shall be compatible in architectural style with the exterior of the residence constructed upon the Lot. Within thirty (30) days after formation, the Architectural Control shall publish standards for fencing, which shall be available for viewing during business hours at a convenient location on the Property.

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8.6 Roofing and Siding Materials. Residences and other buildings constructed on Lots shall be roofed with cedar shake, concrete tile, or 25-year architectural composition roofing material, in earth-tone colors approved by the Architectural Control Committee. No Metal roofing shall be allowed on any residence or other building constructed on any Lot. No "T1-11" nor vinyl siding shall be used as siding material on any residence or other building constructed on any Lot. Each residence constructed on any Lot shall have a minimum of one hundred (100) square feet of brick or stone veneer on the exterior front elevation. "Z-brick" and stamped concrete are not permitted on any structure constructed on any Lot.

8.7 Fences. Fences not exceeding six (6) feet in height may be erected in rear and side yards; provided, however: (i) no fence shall be erected closer than ten (10) feet to any street or road, and (ii) no such fence exceeding three (3) feet in height may be erected on any Lot closer to the street or road frontage than the front of the residence constructed thereon. The installation and maintenance of retaining walls that are required due to topographic conditions of individual Lots, and approved in writing by the Architectural Control Committee, are the sole and absolute responsibility of the Lot Owner, and not the responsibility of the Declarant, its successors, or the Association.

8.8 Completion. All structures shall be completed prior to twelve (12) months after commencing construction, which term shall include excavation for foundations but not clearing and grubbing. Front yard landscaping on each Lot, and side yard landscaping on all corner lots, must be completed prior to occupancy of the residence constructed thereon. Lot-driveways which access public or private roads must be paved with concrete prior to occupancy of the residence constructed on such Lot.

8.9 Fill Material. Some of the Lots may contain fill material which will not conform to composition or compaction specifications for foundations. Each owner assumes complete responsibility, and agrees to locate all fill material, and to excavate, design and provide foundation support in compliance with all code requirements and building standards.

8.10 Mail Boxes. U.S. Mail shall be delivered only at locations specified by the U.S. Postal Service, in boxes conforming to Postmaster requirements. No other mail boxes may be erected upon any Lot.

8.11 Repetition of Plans. No floor plan nor elevation design shall be approved nor constructed on any Lot unless such elevation design is separated by one (1) or more Lots from any elevation design which is similar, in the sole discretion of the Architectural Control Committee, to the proposed elevation design; and, provided further, that no elevation design may be approved nor constructed immediately across any street from the same elevation design

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IX. GENERAL PROVISIONS

9.1 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 Declaration and the 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 Declaration and the 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. Failure to comply with this Declaration shall be grounds for an action by the Association or any aggrieved Owner to recover sums due for damages, injunctive relief, or both, plus costs and attorney fees. All lessees, invitees, contractors, family members, and other persons entering upon any Lot under the rights of an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his property and improvements. The Owner shall be responsible for regulating such compliance, and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such failure had been committed by said Owners.

9.2 Enforcement. The Association and each Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any Owner who violates or attempts to violate any of the provisions of this Declaration, either to prevent such violation, or to recover damages sustained by reason of thereof, or both. No such proceedings shall be instituted until the violation, or attempted violation, has continued for at least thirty (30) days after written demand for compliance is made upon the offending Owner, specifying in detail the nature of the violation or attempted violation. Failure by any Owner or the Association to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

9.3 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.

9.4 Indemnification. The Association shall indemnify and defend the Declarant and each officer and director of the 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 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.

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9.5 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date upon which this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may not be amended except by an instrument signed by the Owners of sixty seven percent (67%) of the Lots, as provided in paragraph 4.2 of this Declaration; provided, however, this Declaration shall not be amended so as to secede from membership in the Master Association, or cease in the collection and remittance of the Phase E Contribution. No amendment of this Declaration shall be effective until filed for record with the Clark County Recorder.

9.6 Attorney Fees. Should any suit or action be instituted by the Association or any Owner 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.

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

9.8 Notices. Any notice required or permitted by this 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, L.L.C.
8513 NE Hazel Dell Avenue, Suite 201
Vancouver, WA 98665

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ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

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

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

By: _____
Randal S. Clarno, Managing Member

NOTARY PUBLIC
STATE OF WASHINGTON
SHANNON MCCREDY
My Appointment Expires July 15, 2005

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 19 day of August, 2003, 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: 8/19/03 By: Shannon McCredy

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

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(360) 696-1012

EXHIBITS

MINISTER-GLAESER
SURVEYING INC.

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

EXHIBIT A

Page 1 **Of** 3

September 15, 2003

PERIMETER DESCRIPTION
FOR
WHIPPLE CREEK PLACE PHASE E

That parcel 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 a ¾ inch iron pipe marking the Southeast corner of said Northwest quarter;

Thence North 89°03'08" West, along the South line of said Northwest quarter for a distance of 671.80 feet;

Thence North 01°44'50" East, for a distance of 812.83 feet to the Northwest corner of Lot 1 of that certain short plat recorded in Book 3 of Short Plats at Page 340 records of Clark County, Washington, and being the TRUE POINT OF BEGINNING;

Thence South 89°03'33" East, along the North line of said Lot 1 for a distance of 138.51 feet to the Northwest corner thereof;

Thence South 01°44'50" West, along the East line of said Lot 1 for a distance of 44.38 feet to the North line of "Whipple Creek Place Phase C", according to the plat thereof recorded under Book 311 of Plats at Page 067 records of Clark County, Washington;

Thence South 89°03'33" East, along the North line of said "Whipple Creek Place Phase C" for a distance of 593.92 feet;

Thence North 00°56'15" East, along the perimeter of said "Whipple Creek Place Phase C" for a distance of 40.11 feet;

Thence South 89°03'45" East, along the North line of said "Whipple Creek Place Phase C" for a distance of 146.00 feet to the Northeast corner thereof;

Thence North 00°56'15" East, for a distance of 59.77 feet;

Thence South 89°03'45" East, for a distance of 275.00 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears South 44°03'45" East, for a chord distance of 15.56 feet through a central angle of 90°00'00", for an arc distance of 17.28 feet;

Thence South 00°56'15" West, for a distance of 26.00 feet;

Thence South 89°03'45" East, for a distance of 46.00 feet;

Thence North 00°56'15" East, for a distance of 26.00 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears North 45°56'15" East, for chord distance of 15.56 feet through a central angle of 90°00'00", for an arc distance of 17.28 feet;

Thence South 89°03'45" East, for a distance of 77.69 feet;

Thence along the arc of a 11.00 foot radius tangent curve to the right, the long chord of which bears South 43°39'27" East, for a chord distance of 15.67 feet through a central angle of 90°48'35", for an arc distance of 17.43 feet;

Thence South 01°44'50" West, for a distance of 5.07 feet;

Thence South 88°15'10" East, for a distance of 8.00 feet to the West line of that certain parcel of land conveyed to Clark County by deed recorded under Book 238, Page 423 deed records of Clark County, Washington;

Thence North 01°44'50" East, along the West line of said Clark County parcel for a distance of 133.28 feet to the Northwest corner thereof;

Thence South 88°54'25" East, along the North line of said Clark County parcel for a distance of 15.00 feet;

Thence North 01°44'50" East, for a distance of 29.12 feet;

Thence North 89°03'45" West, for a distance of 919.62 feet;

Thence South 00°56'15" West, for a distance of 19.00 feet;

Thence South 22°41'27" West, for a distance of 22.61 feet;

Thence North 89°03'45" West, for a distance of 44.62 feet;

Thence North 00°56'15" East, for a distance of 22.00 feet;

Thence North 30°26'30" West, for a distance of 21.08 feet;

Thence North 89°03'45" West, for a distance of 169.20 feet;

Thence South 44°16'44" West, for a distance of 28.88 feet;

Thence South 00°56'15" West, for a distance of 45.58 feet;

Thence South 64°07'53" West, for a distance of 60.23 feet;

Thence North 89°03'45" West, for a distance of 38.54 feet;

Thence North 63°37'51" West, for a distance of 75.09 feet to the Northerly extension of the West line of said Lot 1;

Thence South 01°44'50" West, along said Northerly extension for a distance of 139.97 feet to the TRUE POINT OF BEGINNING.

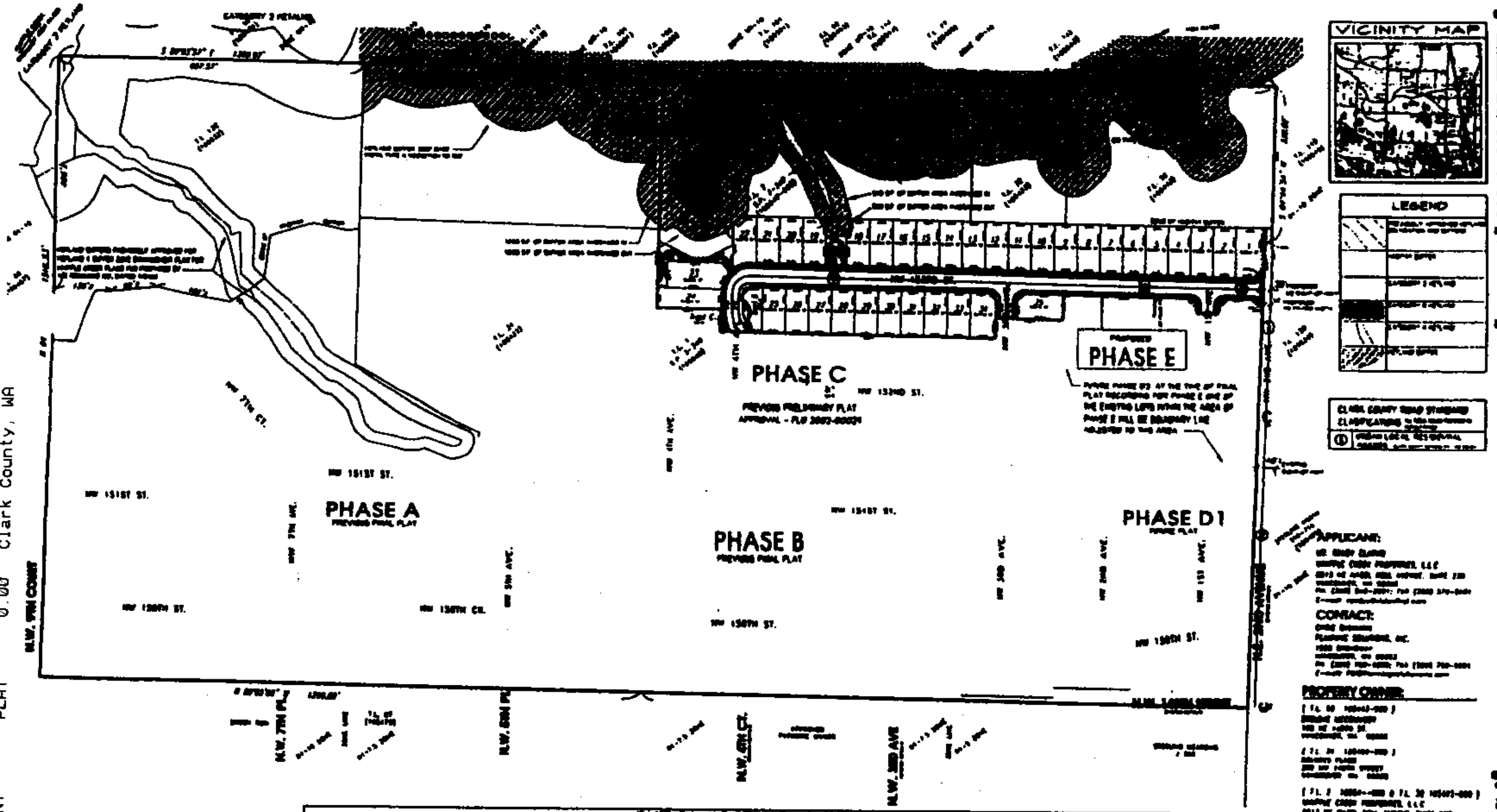
Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

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

Kevin L. Bethke
Professional Land Surveyor
Minister & Glaeser Surveying, Inc.

KEVIN L. BETHKE
STATE OF WASHINGTON
38490
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 06 - 04 - 04

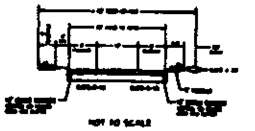
9.15.03



SUBDIVISION STATISTICS (PHASE D1)

	PLAT STATISTICS								LOT STATISTICS					
	LAND USE	GROSS AREA [illegible]	PROPOSED LOTS	GROSS DENSITY	NET AREA [illegible]	NET DENSITY	AVERAGE LOT SIZE	[illegible] SPACE	[illegible] LOT WIDTH	[illegible] LOT DEPTH	[illegible] LOT SIZE	FRONT YARD SETBACK	[illegible] YARD SETBACK	STREET SIDE YARD SETBACK
PHASE E	SINGLE FAMILY DETACHED AND/OR ATTACHED	15.43[illegible] AC	35	2.27du/AC	4.380 AC	7.99du/AC	5,451[illegible] S.F.	[illegible] SF	37'	80'	4,704 S.F.	20'	5'	10'
TRACT [illegible]	C.S.	[illegible] SF												
TRACT [illegible]	C.S.	[illegible] SF												
TRACT [illegible]	C.S.	1082 SF												
TRACT [illegible]	C.S.	[illegible] SF												

GENERAL NOTES



URBAN LOCAL RESIDENTIAL ACCESS
(NW 153 RD., NW 1ST AVE., NW 3RD AVE., NW 4TH AVE., 1/2 WIDTH NE 2ND AVE.)

EXHIBIT B

Page 1 of 1

PRELIMINARY
NOT FOR CONSTRUCTION
SUBJECT TO APPROVAL

NOT TO SCALE

Planning Solutions, Inc.

WHIPPLE CREEK PLACE PHASE E

NW 149TH Street
Vancouver, Washington

PRELIMINARY SUBDIVISION

PP

EXHIBIT C
TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS WHIPPLE CREEK PLACE, PHASE E

WHIPPLE CREEK PHASE "E" ANNUAL ASSOCIATION DUES

Remittance to Master Association	$5,420.00	
Enforcement	$ 530.00	
Reserve	+ $ 530.00	
Total		$6,480.00
Number of Lots		÷ 36
Total Annual Association Dues Per Lot		$ 180.00
		÷ 4
Total Quarterly Association Dues Per Lot		$ 45.00

CERTIFICATE FOR PLATTING

Clark, Washington

File No.: 4289-281467

We, the undersigned, hereby certify that in connection with the recordation of the Plat and Dedication of

Whipple Creek Place Phase E

the following comprises all necessary parties signatory to the dedication:

Whipple Creek Properties, LLC, a Washington Limited Liability Company
Banner Bank

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

Dated this October 25th,2004, at 8:00 a.m.

First American Title Insurance Company

By: Douglas R. Yager
Douglas R. Yager

DOUG LASHER
CLARK COUNTY TREASURER

P.O. Box 5000, Vancouver, Washington 98666-5000
Telephone 360-397-2252, Fax: 360-397-6042
Email: doug.lasher@clark.wa.gov Web: www.clark.wa.gov/Treas

PLAT CERTIFICATION LETTER

October 4, 2004

TO WHOM IT MAY CONCERN:

This is to certify that the **2005 ADV** Advance Real property tax in the amount of **$11444.48** has been paid. We further certify that the current and all prior years' taxes and all special assessments are paid in full on the property described as follows:

ACCOUNT NO (S): **185590-000, 185540-010**

LEGAL (S): **TO BE PRN WHIPPLE CRK PH E #'190 SEC 22-3-1E AND #2 LOT 2 SP3-340**

PLATTED AS: **WHIPPLE CREEK PLACE PH E**

PLATTED BY: **WHIPPLE CREEK PROP LLC**
16100 NW CORNELL RD # 100
BEAVERTON OR 97006

PAID BY: **SAME**
SAME AS ABOVE
SAME AS ABOVE

TR# 25581

Doug Lasher
Clark County Treasurer

BY: R. Smith
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.