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06/22/2005 03:09P
Clark County, WA

Whipple Creek Properties, LLC
661 S Rivershore Lane, Ste. 120
Eagle, ID 83616

Fifth Amendment to Master Declaration of Whipple Creek Properties

M126U

3505343, 3516488, 3566722, 3715399 & 3874873

Whipple Creek Properties, LLC and Helmes, Inc. dba New Tradition Homes

The Owners of Lots within Whipple Creek Place

Section 22, T3N, R1E

185532-000	185540-005	185541-000
185422-000	185423-000	185443-000

7. Olchawa for Sheri Benedict

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

Whipple Creek Properties, L.L.C.
c/o Kenneth M. Elliott, Legal Counsel
661 South Rivershore Lane, Suite 120
Eagle, ID 83616
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6/6/2005 1:21 PM

Clark County, Washington

FIFTH AMENDMENT TO MASTER DECLARATION OF WHIPPLE CREEK PROPERTIES

Co-Declarants: **Whipple Creek Properties L.L.C.,**
a Washington Limited Liability Company; and
Helmes, Inc., a Washington corporation, dba New Tradition Homes

Beneficiary: The Owners of Lots within Whipple Creek Place

Legal Description: NW ¼ and NE ¼, Section 22, in Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, (portion)

Assessor's Tax Parcels: 185532-000, 185422-000, 185540-005, 185423-000, 185541-000, and 185443-000 (portion)

Related documents: 3505343, 3516488, 3566722, 3715399 and 3874873

This **Fifth Amendment to Master Declaration of Whipple Creek Properties** (this "**Fifth Amendment**") is dated as of the 6th day of June, 2005, by **Whipple Creek Properties L.L.C.**, a Washington limited liability company; and **Helmes, Inc.**, a Washington corporation, dba New Tradition Homes (the "**Co-Declarants**").

This *Fifth Amendment*, dated as of June 6, 2005, amends that certain *Master Declaration of Whipple Creek Properties* dated as of July 31, 2002 (the "Master Declaration"), filed for record at Clark County Auditor's File No. 3505343 by Whipple Creek Properties, LLC, a Washington limited liability company (referred to herein as the "Declarant"), as previously amended by: (i) that certain *First Amendment* dated as of September 18, 2002, filed for record at Clark county Auditor's File No. 351-6488; (ii) that certain *Second Amendment* dated as of December 2, 2002, filed for record at Clark County Auditor's File No. 3566722; (iii) that certain

Third Amendment dated as of July 29, 2003, filed for record at Clark County Auditor's File No. 3715399; and (iv) that certain *Fourth Amendment* dated as of August 27, 2004, filed for record at Clark County Auditor's File No. 3874873.

ARTICLE 1 - RECITALS

WHEREAS, the Master Declaration provides a common plan and scheme for development of Whipple Creek Place, and further provides that the Property described therein shall be held, sold and conveyed subject to covenants, conditions and restrictions, which shall run therewith and bind all parties having or acquiring any right, title or interest in said Property or any Lot or part thereof, and shall inure to the benefit of each Owner;

WHEREAS, Whipple Creek Properties L.L.C., is the Declarant of Phases A and B of Whipple Creek Place, and Helmes, Inc., a Washington corporation, dba New Tradition Homes is the Declarant of Phases C, D-1, D-2, E and F of Whipple Creek Place; and

WHEREAS, Co-Declarants, at the request of the Owners present and voting unanimously by show of hands at the management turnover meeting, desire to amend the Master Declaration in certain respects;

NOW, THEREFORE, the Co-Declarants, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, declare and make the following amendments to the Master Declaration:

ARTICLE 2 - AMENDMENTS

1. A new definition shall be added as Subsection 2.7 of the Master Declaration, to read as follows:

2.7 HOA Phases. The Plat has been subdivided into seven (7) phases for purposes of securing Clark county approvals. The platted Phases in Whipple Creek Place Subdivision are Phase A, Phase B, Phase C, Phase D-1, Phase D-2, Phase E and Phase F. For purposes of administering the Master Association and Sub-Associations, the Owners attending the turnover meeting on May 14, 2005, have voted unanimously to aggregate the seven platted Phases into three HOA Phases, governed by three Sub-Associations. HOA Phase 1 shall consist of all platted Lots in subdivision Phase A west of NW 5th Avenue. HOA Phase 2 shall consist of all platted Lots in subdivision Phase A east of NW 5th Avenue and all Lots in subdivision Phases B, C and E. HOA Phase 3 shall consist of all platted Lots in subdivision Phases D-1, D-2 and F.

2. The fourth sentence of Subsection 4.2 (a) shall be deleted and replaced in its entirety, to read as follows:

"Owners may vote only through the officers of their respective Sub-Associations."

3. The first sentence of Section 4.3 shall be deleted and replaced in its entirety, to read as follows:

"The officers of each Sub-Association, consisting of a president, vice president, secretary and treasurer, shall meet within 30 days after the last initial meeting of the Sub-Associations and, at that time, shall elect a president and secretary of the Master Association."

4. The last sentence of Section 4.4 shall be deleted and replaced in its entirety, to read as follows:

"At the close of each annual meeting, the officers of each Sub-Association shall elect a president and secretary of the Master Association from amongst themselves."

5. The first sentence of Section 4.5 shall be deleted and replaced in its entirety, to read as follows:

"Special meetings of the Master Association may be called by the majority vote of officers in any Sub-Association."

6. In the sixth line of Section 4.6, the word "treasurers" shall be replaced by the word "officers."

7. The last sentence of Section 5.1 shall be deleted and replaced in its entirety, to read as follows:

"There shall be no expenditure of funds belonging to the Master Association except: (a) as provided in this Article V, or (b) upon written attestation that a majority of the officers of each Sub-Association have obtained concurrence of sixty seven percent (67%) of the Lots within their respective Sub-Associations."

8. The last sentence of Section 5.2 shall be deleted and replaced in its entirety, to read as follows:

"Special assessments shall be levied only upon written attestation that a majority of the officers of each Sub-Association have obtained concurrence of sixty seven percent (67%) of the Lots within their respective Sub-Associations."

9. The last sentence of Section 5.3 shall be deleted and replaced in its entirety, to read as follows:

"Assessments of the Master Association may be increased only upon written attestation that a majority of the officers of each Sub-Association have obtained concurrence of sixty seven percent (67%) of the Lots within their respective Sub-Associations."

10. Section 6.7 shall be revised, to read as follows:

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



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Clark County, WA

FIRST AMERICAN TITLE
AMD
75.00

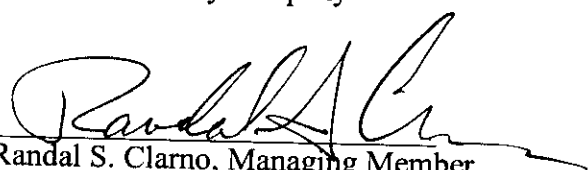
11. For purposes of administering the Master Association and Sub-Associations and identifying the HOA Phases for the owners, a new HOA Phase Map is hereby adopted and attached here to as **Exhibit "A."**

12. All capitalized terms used in this Fifth Amendment shall have the same definitions as in the Master Declaration, as previously amended.

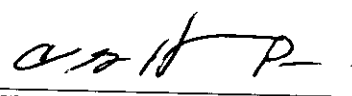
IN WITNESS WHEREOF, the Co-Declarants have executed this Fifth Amendment as of the date first above written.

CO-DECLARANTS:

Whipple Creek Properties, L.L.C.,
a Washington limited liability company

By: 
Randal S. Clarno, Managing Member

Helmes, Inc., a Washington corporation,
dba New Tradition Homes

By: 
Chris Helmes, President

This document is recorded as an accommodation by First American Title Insurance and maintains no responsibility as to the affect or provisions of this document.

STATE OF IDAHO)
)ss.
County of Ada)

On this 6th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared **Randal S. Clarno**, known to me to be the **Managing Member** of **Whipple Creek Properties L.L.C.**, the limited liability company 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 is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: 6/6/05

By: Cornelia A. Baird

Middleton, Idaho

Commission Expires 07-21-2009

Notary Public for the State of Idaho

Residing at Middleton, ID

My commission expires on 7/21/2009

STATE OF WASHINGTON)

County of Clark)

On this 8th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Chris Helmes**, known to me to be the **President** of **Helmes, Inc.**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument by the Bylaws of said corporation.

By: Susan J. Hewitt

Notary Public for the State of Washington

Residing at Vancouver, WA

My commission expires on November 1, 2008

