

AFTER RECORDING, RETURN TO:

Whipple Creek Place
Homeowners Association
c/o Invest West Management
12503 SE Mill Plain Blvd, Ste 260
Vancouver, WA 98694

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

WHIPPLE CREEK PLACE HOMEOWNERS ASSOCIATION

GRANTOR(S):	WHIPPLE CREEK PLACE HOMEOWNERS ASSOCIATION and SUB-ASSOCIATIONS 1, 2 and 3
GRANTEE(S):	WHIPPLE CREEK PLACE HOMEOWNERS ASSOCIATION;
LEGAL DESCRIPTION: Subdivision and Lots, and Plat Book and Page for Subdivision	Whipple Creek Place Phase A, Lots 1-73, Book 311 of Plats, Page 6 Whipple Creek Place Phase B, Lots 1-47, Book 311 of Plats, Page 16 Whipple Creek Place Phase C, Lots 1-41, Book 311 of Plats, Page 67 Whipple Creek Place Phase D1, Lots 1-30, Book 311 of Plats, Page 188 Whipple Creek Place Phase D2, Lots 1-34, Book 311 of Plats, Page 192 Whipple Creek Place Phase E, Lots 1-33, Book 311 of Plats, Page 208 Whipple Creek Place Phase F, Lots 1-49, Book 311 of Plats, Page 245 Whipple Creek Place Phase B1, Lots 1-4, Book 3 of Short Plats, page 521
ADDITIONAL LEGAL:	Portions of NW ¼ & NE ¼, Sec 22, T3N, R1E, W.M.
Auditor File Nos. of CC&RS being replaced by this DECLARATION	3505343, 3516488, 3566722, 3715399, 3874873, 4006331, 3512046, 3516489,3528008, 3644939, 3687678, 3863618, 3874873, 3908251, 3962033, 3953809, 3985843, See EXHIBIT C hereto attached for details.
PROPERTY ACCOUNT Nos:	185575002, 185575004, 185575006, 185575008, 185575010, See EXHIBIT D hereto attached for a full list of Property Account Numbers.
AFN's of WCPHOA Common Area and Conservation	3504938, 3505343, 3830263, 3976781

I. RECITALS

1.1 **WHEREAS**, Whipple Creek Properties, a Washington Limited Liability Company, as Declarant, filed for record, the Master Declaration for Whipple Creek Properties with Clark County on August 27, 2002 under Auditor's File Number 3505343, and thereafter filed for record: First Amendment to Master Declaration on September 23, 2003 under Auditor's File Number 3516488; Second Amendment to Master Declaration on January 3, 2003 under Auditor's File Number 3566722; Third Amendment to Master Declaration on September 12, 2003 under Auditor's File Number 3715399; Fourth Amendment to Master Declaration on August 27, 2004 under Auditor's File Number 3874873; and filed Declaration of Covenants, Conditions, & Restrictions (Declaration) for Whipple Creek Place (WCP) Phase A on September 12, 2002 under Auditor's File Number 3512046; and thereafter recorded: First Amendment to Declaration for WCP Phase A on September 23, 2002 under Auditor's File Number 3516489; Declaration for WCP Phase B on October 17, 2002 under Auditor's File Number 3528008; Declaration for WCP Phase D-1 on August 3, 2004 under Auditor's File Number 3863618; Declaration for WCP Phase D-2 on August 27, 2004 under Auditor's File Number 3874873; Declaration for WCP Phase E and Conservation Covenant Running with the Land (Wetlands) on November 16, 2004 under Auditor's File Number 3908251; and Declaration for WCP Phase F on March 22, 2005 under Auditor's File Number 3962033; and WCP Phase B Short Plat on June 20, 2003 under Auditor's File; Number 3660243; and

1.2 **WHEREAS**, Helmes, Inc., a Washington corporation, d/b/a New Tradition Homes, filed for record, the Declaration for WCP Phase C on May 28, 2003, under Auditor's File Number 3644939 and thereafter filed for record: First Amendment to the Declaration for WCP Phase C on August 1, 2003 under Auditor's Number 3687678; First Amendment WCP Phases D-1, D-2 & E on March 3, 2005 under Auditor's File Number 3953809; and Second Amendment WCP Phases D-1 & D-2 on May 10, 2005 under Auditor's File Number 3985843; and

1.3 **WHEREAS**, Whipple Creek Properties, and Helmes, Inc., as Co-Declarants, filed for record the Fifth Amendment to Master Declaration on June 22, 2005, under Auditor's File Number 4006331, that aggregated the seven Phases of Whipple Creek Place, Phase A, B, C, D-1, D-2, E, and F, into three HOA Phases, Sub- Associations 1, 2, and 3, under the umbrella of the Whipple Creek Place Homeowners Association's Master Association; and

1.4 **WHEREAS**, on April 19, 2007, the Members of Whipple Creek Place Homeowners Association voted to approve Articles of Incorporation for the Whipple Creek Place Homeowners Association, and on May 4, 2007, those Articles were filed with and subsequently approved by the Washington Secretary of State as a WA Non-Profit Corporation, UBI Number 602-723-183, and the Association shall remain incorporated under that number; and

1.5 **WHEREAS**, the Members of Whipple Creek Place Homeowners Association, its Master Association and Sub-Associations, desire to consolidate the Master Association and each of the Sub-Associations into a single Homeowners Association, the Whipple Creek Place Homeowners Association; and

1.6 **NOW, THEREFORE**, the Members of the Whipple Creek Place Homeowners Association and Sub-Associations as described above and defined under RWC 64.38, and pursuant to the attached Certificate of Adoption, hereby adopts this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Whipple Creek Place Homeowners Association, and declare that the original Master Declaration and Sub-Declarations for Phases A, B, C, D-1, D-2, E and F, and any subsequent amendments adopted prior to this Declaration, are hereby amended, replaced, and superseded by the provisions set forth in this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Whipple Creek Place Homeowners Association; and

1.7 **FURTHER**, 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" (ACC) shall mean and refer to a committee of three Owners appointed by the Board of Directors of Whipple Creek Place Homeowners Association to govern Section VIII of this Declaration.

2.2 Assessments. The term "Assessment" or "Assessments" shall mean any lawful charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of the Declaration, the Bylaws, any valid resolution, or rule adopted pursuant thereto, or the provisions of the RCWs.

2.3 Association. The term "Association" shall mean the Whipple Creek Place Homeowners Association (WCPHOA).

2.4 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.

2.5 Common Areas. The term "Common Area" shall mean and refer to all tracts designated as Common Open Space Conveyed to the Homeowners Association on the Phase Plats, and the parcel of land as described and depicted in the Statutory Warranty Deed, filed for record as Auditor file Number 3976781, and shown in Exhibit B - Map of Wetlands, Habitat, and Buffers hereto attached.

2.6 Declaration. The term "Declaration" shall mean this Amended and Restated Declaration of Conditions, Covenants, and Restrictions and any amendment hereto duly adopted pursuant to paragraph 9.4 of this Declaration and filed in the records of Clark County, Washington.

2.7 Governing Documents. The term “Governing Documents” shall mean and include the Plats, the Articles of Incorporation, this Declaration, the Bylaws, and rules, regulations, and resolution of the Association as the Board may adopt for the Association, and any amendment thereof.

2.8 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.

2.9 Managing Agent. The term “Managing Agent” shall mean and refer to the property management company the Association may employ to manage and direct the day-to-day operations of the Association property as permitted by the Association.

2.10 Members. The term “Member(s)” shall mean Owners of all real property within the Whipple Creek Place Subdivision in which the Association has jurisdiction. The terms “Owners” and “Members” as used in these Declarations shall be synonymous.

2.11 Owner. The term “Owner” shall mean the Owner or Owners of record 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.

2.12 Phase or Phases The term “Phase or Phases” shall mean and refer to the seven different parcels of land under which the Whipple Creek Place Subdivision was developed, each of which had its own set of Sub-Declarations (CC&Rs) which are replaced by this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Whipple Creek Place Homeowners Association (WCPHOA).

2.13 Plat. The term “Plat” shall include all Phase Plats for Phase A, B, C, D1, D2, E, F, and B1 Short Plat, filed for record in Book 311 of Plats, on pages 6, 16, 67, 188, 192, 208, 245; and Book 3 of Short Plats, on page 521, in records of Clark County, Washington. These Phase Plats are depicted in EXHIBIT A - Map of the Whipple Creek Place Homeowners Association.

2.14 Property. The term “Property” shall mean the parcel or parcels of real property within the above-referenced Plats on page 1 of this Declaration under LEGAL DESCRIPTION that are depicted in EXHIBIT – A, Map of the Whipple Creek Place Homeowners Association, hereto attached, and any improvements and appurtenances built thereon.

2.15 RCWs. The term “RCWs” refers to the Revised Code of Washington (Washington State Statutes) which supersedes the Association’s governing documents unless the RCW defers to Association documents. The two main RCWs governing the Association are RCW 64.38, the Homeowners’ Association Act, and RCW 24.03A, the Washington Nonprofit Corporations Act. Hereinafter, the terms “RCWs” and “State Law” as used in these Declarations shall be synonymous when a specific RCW is not being referenced.

Note: On January 1, 2028, RCW 64.38 will be repealed and replaced with RCW 64.90, the Washington Uniform Common Interest Ownership Act and RCW 64.90 will apply to the Association after that date.

2.16 Wetland, Habitats, and Buffers. The term "Wetland, Habitats, and Buffers" shall mean parcels of real property owned by the Association that are described and depicted in the Statutory Warranty Deed, filed for record as Auditor file Number 3976781, and shown in Exhibit B - Map of Wetlands, Habitat, and Buffers hereto attached.

III. MEMBERSHIP, VOTING, AND ELECTION OF DIRECTORS AND OFFICERS

3.1 Membership. Members of the Association shall be exclusively the Owners of the Lots located within the Whipple Creek Place Subdivision as shown in the EXHIBIT - A, Map of the Whipple Creek Place Homeowners Association, hereto attached. Membership shall be appurtenant to the Lot and 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.

3.2 Voting Rights. Each Owner shall have one vote for each Lot owned. In the event 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, 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.

3.3 Voting. All matters required to be approved by the Members at an Association Membership Meeting, other than the ratification of budgets with associated assessments pursuant to RCW 64.90.525 (3), shall be conducted by obtaining a vote of the Members at a meeting where a quorum of Members is present in person or by proxy, or by an authorized vote by mail pursuant to Section 3.3.2 of this Declaration where a quorum of Members has returned ballots. All such matters shall be determined by an affirmative vote of not less than a majority of the exercisable voting power which is present in person or by proxy at the meeting, or by returned ballots in a vote by mail under Section 3.3.2 of this Declaration provided, however, that matters required to have a greater percentage of vote to approve the matter, whether under the RCWs, or the Governing Documents, shall meet the voting requirements under the provisions. In determining the vote, each Lot is entitled to one vote.

3.3.1 Vote by Proxy. Members may vote by a directed or undirected proxy on a form prescribed by the Board. Proxies must be executed in writing, must be signed by the Member, must be dated, and must be delivered to the Secretary or Managing Agent prior to the commencement of the meeting for which it is to be effective. If the proxy form is undirected, a Member or his or her attorney-in-fact, has the right to submit a directed proxy form by executing (signing) a writing (proxy form) authorizing the Member's representative to

vote as the Member directs as provided in the Washington Nonprofit Corporation Act as it may be amended. A proxy may also be designated by electronic transmission as provided in the Washington Nonprofit Corporation Act as it may be amended. Undated proxies are void and shall not be counted for quorum or voting purposes. Proxies expire on the date indicated by the Member or, in the absence of a specification by the Member, eleven (11) months from the date of the proxy. Proxies purporting to be revocable without notice are void and shall not be counted for quorum or voting purposes.

3.3.2 Vote by Mail and/or Electronic Transmission. The Board, at its discretion, may resolve that voting of the Members may be by mail and/or electronic transmission on any matters not otherwise required by the RCWs or Association's governing documents to be conducted or taken at a Membership meeting such as ratification of budgets. A Member may submit a vote by mail or electronic transmission to the Association after the Secretary or Managing Agents sends a notice and ballot to all Members which shall set forth a description of the action to be voted on. The notice or ballot shall designate an address, location, or system to which the ballot may be returned by mail or electronically delivered and state the date the ballots are due. On that ballot, the Member must attest that he/she is the legal Owner of a Lot within the Association, provide the street address for that Lot, and sign and date the ballot in order for it to be counted. Votes received after the specified date shall not be counted unless, prior to the due date, the Board elects to extend the time for the return of ballots as allowed by law and provides notice to Members of the extension.

3.4 List of Members. At least ten (10) days before a Membership Meeting, the Secretary of the Association or Managing Agents shall provide a complete list of the names of the Members entitled to vote at the meeting that includes the street address of the Lot the Member owns within the Whipple Creek Place Subdivision. The list shall be open for examination by any Member during usual business hours at the principal or registered office of the Association or Managing Agent for a period of ten (10) days before the meeting. The list shall also be provided and kept open for examination at the meeting.

3.5 Initial Association Meeting/Election of Directors. The Membership of the Association shall hold the Initial Association Meeting within sixty (60) days after the filing of this Amended and Restated Declaration for the sole purpose to elect Directors and shall elect seven (7) Directors, four (4) of whom shall serve an initial term of two (2) years, and three (3) of whom shall serve an initial term of one (1) year. Each Director shall serve until their successor is elected.

Thereafter, upon expiration of the initial term of office of each Director, the Owners, at the close of each Annual Membership Meeting, shall elect Directors to serve two (2) year terms, maintaining staggered terms so that only 3 or 4 Director positions are up for election in any given year as provided in Section 4.1 of this Declaration.

Within ten (10) days following the Initial Association Meeting in which Owners elected initial Directors, unless otherwise provided and noticed for a later time, the newly elected Board of Directors shall hold an Organizational Meeting to:

3.5.1 Determine which Directors shall serve the initial two (2) year term and those who shall serve the initial one (1) year term. If unable to decide, the four (4) Directors receiving the most votes shall serve the initial two (2) year term.

3.5.2 Elect Officers to serve as President, Vice President, Secretary, and Treasurer

3.5.3 Conduct any required business that has been properly proposed.

3.6 Officers, Directors, and ACC Members' Duties. 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 and shall prepare, preserve, and maintain written minutes of all actions taken by the Association. The Treasurer shall deposit all funds belonging to the Association in interest-bearing accounts or certificates of deposits (CDs), or other federally insured accounts, and shall keep and maintain books of account detailing all receipts and expenditures of the Association, as specified in paragraph 4.16 of his 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.

The duties of the Directors and Officers are outlined in the Association Bylaws, along with which of those duties may be assigned to a Managing Agent, if so employed. ACC Member's duties are outlined in Section VIII of this Declaration.

IV. MEETINGS

4.1 Annual Membership Meetings and Election of Directors. The general Membership of the Association shall meet annually in the first week of December of each calendar year. In rare cases, the Board may change this meeting to one of the last two weeks of November if Owners are given a six (6) month notice. Annual meetings of the Association shall be open to all Owners of record and their authorized agents, with restrictions per Section 4.11 of this Declaration. At each annual meeting, the President, or Managing Agent, if so employed, shall give a report on the condition of the Common Areas and maintenance issues, and what was accomplished during the year, and what is planned for the upcoming year. The Treasurer, or Managing Agent, if so employed, shall give a report on the financial health of the HOA and any funding issues. At the close of each annual meeting, after the Initial Association Meeting, the Owners shall elect Directors to replace Directors whose terms have expired for two (2) year terms, or until their successor has been elected. Directors may serve any number of consecutive terms and shall receive no compensation.

4.2 Special Membership Meetings. Special meetings of the Association may be called by the President, a majority of the Board of Directors, or by Owners holding ten percent (10%) of the votes which are then exercisable in the Association, 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.

4.2.1 Quorum for Membership Meetings. A quorum is present throughout any Membership meeting of the Association if the Owners to which ten percent (10%) of the votes of the association are allocated are present in person or by proxy at the beginning of the meeting. The only exception to this is for Budget Ratification Meetings in which no quorum is required per RCW 64.90.525.

4.3 Budget and Assessment Ratification Meetings of the Membership. Whipple Creek Place HOA Budgets with Assessment and Special Assessments shall be ratified by Owners at a Budget Ratification Meeting of the Membership as outlined in paragraph 5.2 of this Declaration.

4.4 Organizational Meeting of the Board and Election of Officers. At the place of holding, and immediately following, the Annual Membership Meetings, the Board as constituted upon final adjournment of the annual meeting shall convene an organizational meeting for the purpose of electing Officers and transacting any other business properly proposed; provided, that the organizational meeting in any year may be held at a different time and place by consent of a majority of the Directors after providing Owners notice of this change as required by Law.

4.5 Board of Directors Quarterly Meetings. The board shall meet quarterly the first week of March, June, September, and December at a time and place set by the President or majority of the Directors, or another week date for any above given month to achieve a quorum as determined by a majority of the Directors if Owners are provided notice as required by Law.

4.6 Special Board Meetings. Special meetings of the Board may be called by the President or by any two Directors to conduct required business that may come up in between Quarterly meetings.

4.7 Emergency Meetings of Owners or the Board. The Board may call an Emergency Meeting of Owners or the Board to respond to an emergency that constitute an imminent: (a) threat to health, safety, and habitability of the community, (b) risk of substantial economic loss to the Association, pursuant to RCW 64.90. Notice of Emergency Meetings will be given to Owners and Board members in a manner that is practicable and appropriate under the circumstances. A quorum is not required for a meeting under this subsection. After giving notice under this subsection, the board may take any action it determines is necessary to protect the interest of the community as outlined in State Law.

4.8 Quorum for Board of Directors Meetings. At all meetings of the Board, except Emergency Meetings, the majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting where a quorum is present shall constitute the decision of the Board. A Director may not be represented by proxy. If any meeting cannot be held because a quorum is not present, the majority of the Directors who are present at

such meeting may adjourn the meeting to a time not less than forty-eight (48) hours and not more than thirty (30) days from the date thereof. When the meeting is reconvened, any business which might have been transacted at the original meeting may be transacted without further notice. The only exception to this quorum requirement is if there are not enough Directors currently serving on the Board to achieve a quorum, the Board may appoint Directors to fill vacancies without a quorum.

4.9 Notice of Meetings. Notice of meetings are as follows:

4.9.1 Notice of Association Meetings – Annual, Special, and Budget Ratifications.

The Secretary, or the Managing Agent, not less than fourteen (14) nor more than fifty (50) days in advance of any meeting of the Association's Membership shall provide a written notice to Members stating the time and place of the meeting and the business to be placed on the agenda by the Board of Directors for a vote by the Owners, including the general nature of any proposed amendment to the articles of incorporation, bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a Director.

4.9.2 Notice of Board of Directors Meetings – Quarterly and Special. The Secretary or Managing Agent shall give the Directors notice of Quarterly and Special meetings by mail or email at least forty-eight (48) hours days before a meeting. The notice shall specify the time, place, and purpose of special meetings. A schedule of Quarterly Board of Directors meetings shall be provided to Members. The notice will also be posted on the Association's website as may exist, and the HOAs A-frame signboards will be placed at each main WCP entrance off 149th Street forty-eight (48) hours before a meeting directing Owners to that website for meeting information. Additional or different notice to Owners may be provided as allowed by applicable law.

Note: On January 1, 2028, pursuant to RCW 64.90.515, unless the Board meeting is included in a schedule given to the Owners or the meeting is called to deal with an emergency, the Secretary or Managing Agent must provide notice of each Board meeting to each Board member and to each Owner. The notice must be provided at least 14 days before the meeting and must state the time, date, place, and agenda of the meeting. Additional or different notice to Owners may be provided as allowed by applicable law.

4.10 Waiver of Notice. Whenever any notice is required to be given to any Director(s) of the Board or Member(s) of the Association by the Declaration, these Bylaws, or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to giving of such notice. Attendance by a Director at any meeting of the Board constitutes a waiver of notice, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.11 Open and Closed Meetings. Pursuant to State Statutes all meetings of the Board shall be open for observation by all Owners of record and their authorized agents, but no attendee other than a Director may participate in any discussion or deliberation unless permission to speak is requested

on behalf of the attendee by a Director. (See note below). In such a case, the President may limit the time any such individual may speak. However, upon a motion duly made and seconded and the affirmative vote of the Directors present in an open meeting to assemble in a closed session, the Board may convene in a closed executive session to consider the following matters:

- I. To discuss personnel matters.
- II. To consult with legal counsel or consider communications with legal counsel.
- III. To discuss likely or pending litigation.
- IV. To discuss matters involving possible violations of the governing documents of the Association.
- V. To discuss matters involving the possible liability of an Owner to the Association.

The motion to assemble in a closed session shall state specifically the purpose of the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion or other action adopted, passed, or agreed to in a closed session may become effective unless the Board, following the closed session, reconvenes in an open meeting and votes in the open meeting on such motion or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law, or which is otherwise exempt from disclosure.

Note: On January 1, 2028, pursuant to State Law, Board meetings must be open to Owners to participate except during executive sessions, but the board may expel or prohibit attendance by any person who, after warning by the chair of the meeting, disrupts the meeting.

4.12 Delivery of Meeting and other Notices. Notwithstanding any inconsistent provision in the governing documents, notices to a Board member, or any Owner or occupant of a Lot shall be in writing and shall be provided to the recipient by personal delivery, public or private mail or delivery service, or by electronic transmission as provided below. Notices in a tangible medium shall be provided to Board members, Owners of occupants of a Lot addressed to the Lot address unless the Board Member or Owner has requested, in a writing delivered to the Association, that notices be sent to an alternate address. Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

Notices in an electronic transmission shall be provided as follows:

- (a) Notice to Board members or Owners by electronic transmission is effective only upon those who have consented, in writing, to receive electronically transmitted notices and have designated the address, location, or system to which such notices may be electronically transmitted,
- (b) Notices under this subsection includes any materials that accompany the notice,
- (c) Owners who have consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the association in writing,

- (d) The consent of any Owner is revoked if the Association or Managing Agent is unable to electronically transmit two consecutive notices to Owner and this inability becomes known to the Secretary or Managing Agent or any other person responsible for giving the notice, and
- (e) Notice to Owners who have consented to receipt of electronically transmitted notices may be provided by posting the notice on the Association's website or Managing Agent's web portal, as may exist, and delivering to the Owner separate notice of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

Notice provided in an electronic transmission is effective as of the date it:

- (a) Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or
- (b) Has been posted on an electronic network and separate notice of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

4.13 Place of Meetings. Meetings of the Association and Board shall be held at a suitable place within Clark County, Washington, convenient to the Members and Directors, or held via video conferencing, such as Zoom, as may be designated by the Board of Directors.

4.14 Teleconferencing. One or more Directors may participate in a regular or special meeting of the Board by any means of communication by which all Directors participating at that meeting can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting and transaction of business can occur, so long as a quorum of Directors is present either in person or via such equipment.

4.15 Action by Board without a Meeting. Any action permitted or required to be taken at a meeting of the Board may be taken without a meeting so long as there is unanimous consent in the form of a record, such as a unanimous email authorization. Board decisions that are made unanimously via e-mail should be ratified at the next Board meeting and should be limited to issues that have already been discussed at a board meeting and require no further discussion, or that are time-sensitive and require immediate action by the board.

4.16 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 or confidential telephone numbers or email addresses of 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

Amended and Restated CC&Rs – Whipple Creek Place HOA 6-12-24 11 of 24

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. 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 that a past Treasurer has turned over to the Association shall be made reasonably available for the examination and copying by each new Treasurer. Association records shall be retained as provided in the RCWs.

V. ASSESSMENTS AND BUDGETS

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 include funding of Association operating costs and reserves, including:

- (i). The maintenance of Common Areas, common personal property, and fixtures, including their repair and replacement.
- (ii). Payment of premiums on property, comprehensive general liability, and Directors & Officers insurance covering the Association and Board of Directors against all claims for personal injury, death, and property damage occurring in, upon, or about Common Areas, including the Wetlands, Habitat, and Buffers, with coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (iii). To employ under contract licensed, bonded, and insured independent contractors and professionals, including, but not limited to, professional management services, landscaping services, legal counsel, auditors, reserve study professionals, and such other professionals and/or consultants, as the Board deems necessary or appropriate to carry out their duties, for the operations of the Association.
- (v). Reasonable funding of the Association's reserve accounts for repair and replacement of Common Area capital items as identified in a Reserve Study. State Law requires updated reserve studies to be prepared annually, and at least every third year, the update must be prepared by a reserve study professional based upon a visual site inspection by that professional.
- (vi). Maintenance of the Association-owned Wetlands, Habitat, and Buffers, including but not limited to pruning and/or removing trees hazardous to homes and controlling noxious weeds as required by Clark County.
- (vii). The enforcement of this Declaration.

There shall be no expenditure of funds belonging to the Association except, (a) as provided in this Section V of the Declaration, or (b) approved by sixty-seven percent (67%) of Lot Owners in the Association.

5.2 Budgets, Assessments, Rate of Assessments. At a Special Board Meeting during the first week of November of each year, or on a week and day as determined by the Board and provided to Owners, the Board shall adopt a budget for revenues, expenditures, and reserves with Assessments for common expenses outlined in Section 5.1 of this Declaration. That adopted budget with assessment will be provided to Owners at least 14 days before the Budget and Assessment Ratification Meeting scheduled immediately before the Annual Membership Meeting during the first week of December of each calendar year, or other date as provided in Section 4.1 of this Declaration.

Budgets and Assessments are ratified according to 64.90.525 as required by State Law. RCW 64.90.525 states within thirty (30) days after the Association's Board adopts any proposed budget, they must provide Owners a copy of that budget and set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting, fifty-one (51%) percent of Lot Owners reject the budget, the budget, and associated Assessments, are ratified, whether or not a quorum is present. General Assessments can only be increased if this procedure is followed. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Owners shall be continued and the assessment rate will remain the same until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

5.2.1 General Assessments Due and Delinquent Dates. Assessments shall be paid Quarterly. No later than ten (10) days after Assessments for the upcoming calendar year are ratified by Owners at the Budget and Assessment Ratification Meeting, the Association or Managing Agent, if so employed, shall provide to each Owner a statement showing the due dates of each quarterly assessment and the amount due with a copy of the ratified budget with assessments. No further invoice or statement shall be required, and it is the responsibility of each Owners to pay each quarterly assessment when due; provided, however, that the Board of Directors may, at their sole discretion, request the Association or Managing Agents, if so employed, to send quarterly statements to Owners or email a reminder notice to Owners who have consented to receiving electronic transmission of statements and notices. Each Owner's Assessments will be based on the number of Lots they own, and General Assessments shall be divided equally among all Lots. General Assessments are due on the first day of January, April, July, and October of each calendar year and become delinquent thirty (30) days thereafter. Special Assessments and other charges which become Assessments by operation of law or by the provisions of this Declaration, the Bylaws, or other Governing Documents of the Association shall be due and payable as set out in the notice to the Owner and shall be deemed delinquent if remaining unpaid thereafter for thirty (30) days. Delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, from the date due until paid in full. The Association may, at its option, file a lien against any delinquent Lot, and foreclose the lien for collection of the delinquent Assessment.

5.3 Special Assessments. In addition to General Assessments, the board at any time may propose special assessments 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. The assessment is effective only if the board follows the procedures for ratification of a budget described in Section 5.2 and the Lot Owners do not reject the proposed assessment. The Board may provide that the special assessment may be due and payable in installments over any period it determines.

5.4 Other Charges That May Be Levied to an Owner. Pursuant to State Law the Association may:

- i. Impose and collect charges for late payments of assessments.
- ii. Levy reasonable fines in accordance with a previously established fine schedule adopted by the Board and furnished to the owners for violation of the Governing Documents of the Association, after the Owner is given notice and an opportunity to be heard by the Board or by the representative designated by the Board and in accordance with the procedures as provided in the Governing Documents adopted by the Board.

These other charges and fines to bring a Lot into compliance with Governing Documents, including attorney fees whether or not an action is commenced, become Assessments by operation of law or by the provisions of this Declaration, the Bylaws, or other Governing Documents of the Association and shall become due and payable thirty (30) days after they are charged to the Owner's account unless otherwise agreed to by the Board and the Owner.

5.5 Personal Obligation and Lien. 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. The Association shall have a lien against any Lot for any Assessment levied against the Lot and Lot Owner which becomes delinquent. The personal obligation shall not pass to the Owner's successors in interest unless expressly assumed but the sale or transfer of the Lot shall not affect the Assessment lien; provided, 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 and the lien shall be satisfied to the extent of delinquent Assessments so recovered. The Association may, at its option, take any legal action deemed necessary and prudent to perfect and collect delinquent Assessments, including filing a lien against any delinquent Lot and foreclosing the lien for collection if necessary.

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. The sale or transfer of any Lot shall not affect the assessment lien.

VI. MAINTENANCE

6.1 Maintenance by Owners. Each Owner shall maintain his Lot, home, 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 maintenance of on-site systems for surface and stormwater 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 re-painting or re-staining and exterior remodeling shall be subject to the provisions of paragraph 8.7 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 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 Use and Maintenance of Common Areas. Common Areas may not be further divided nor used for purposes other than private parks or parkways. However, the Association may, with the approval of 67% of Owners, dedicate/deed the Wetlands and Habitat Common Areas to Clark County. The Association may not convey or otherwise divest itself of fee title to any Common Areas. The Association shall maintain the Common Areas, at all times, in a visually appealing and weed-free condition; provided, however: (a) those portions of the Common Area shown in Exhibit B - Map of the Wetlands, Habitat, and Buffers hereto attached, shall be used and maintained only as provided in Conservation Covenants Running with the Land as recorded in Clark County records as auditor file no. 3505343, pages 10 – 44, file no. 3830263, pages 1-20, and file no. 3908251, pages 22-25; and (b) those portions of the Common Area designated on the final map as “private storm easements” shall be used and maintained only as provided in applicable sections of the Clark County Code and other governing regulations. Except for Common Areas shown in Exhibit - B, any dead or diseased vegetation shall be replaced with like vegetation as soon as reasonably practicable. Any signs, equipment, and improvements located within Common Areas shall be repaired or replaced as necessary and shall be, at all times, maintained in a functional, safe, and aesthetically pleasing condition.

6.3 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 with one residence per Lot. 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 account therein, or handling his or her business or professional telephone calls or correspondence therefrom.

7.2 Exterior Appearance. Except as provided in paragraph 7.15, 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.

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.

7.5 Mobile Homes. No pre-constructed building, residential or otherwise, may be placed on any Lot. Mobile homes shall not be placed or permitted upon any Lot.

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, subject only to reasonable accommodations requirements for fair housing laws. Nothing in this paragraph shall prohibit the keeping of domesticated 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 authorized individual capable of maintaining control. Pet owners, including tenants, shall comply with all animal control ordinances of Clark County related to the keeping of pets or other animals and shall properly dispose of all solid waste created by their pets.

7.8 Refuse. No Owner shall keep or permit the accumulation of refuse or garbage upon any Lot. Garbage and recycle containers shall not be visible from any Lot, street, or road, except on the

day designated for collection by the collecting agency and for 12 hours before and after that date pursuant to the Clark County ordinance 48-hour restriction for containers to be on the sidewalks or streets.

7.9 Parking. The following vehicles or equipment may not be parked visibly to the public on any Lot or street for longer than 24 hours, except within the confines of an enclosed garage or behind a sight obscuring fence or building approved by the Architectural Control Committee as provided in Section VIII of this Declaration: any vehicle which is abandoned or in any state of disrepair, heavy equipment, mobile homes, trailers, boats, camper-trucks or recreational vehicles, and vehicles of greater than one-ton capacity without the approval of the Association. Owners shall comply with Clark County ordinances restricting the parking of trucks, trailers, and recreational vehicles on streets within the Property. Failure to comply with county restrictions shall be a basis for violation of these restrictions.

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 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. Except as otherwise provided by law or this Section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot or Common Area. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner's Lot but shall not extend above the residence's roof ridge. The antennas or dishes shall be placed in the least obstructive location on the owner's property to minimize visual impact while preserving reception quality. It is recommended that Owners have antennae and satellite dishes preapproved by the Architectural Control Committee, under the provisions of Section VIII of this Declaration, to verify they will adhere to adopted rules and regulations that might prevent any problem after installation. This Section and any rules adopted hereunder for antennae and satellite dishes shall not unreasonably delay or increase the cost of installation, maintenance, use, or preclude reception of a signal of acceptable quality.

7.13 Flags, Flagpoles and Solar Panels. Flags, flagpoles, and solar panels are permitted on Lots and Residences. However, the Board of Directors may adopt reasonable rules regarding the placement of a flagpole, what may be flown on it, and the manner of display of the flag of the United States and

Washington State, pursuant to Federal and States laws. Likewise, the Board of Directors may adopt reasonable rules regarding the placement and installation of solar panels pursuant to State Law.

7.14 Outdoor Facilities. No outdoor appliances or recreational/sports equipment shall be located in front yards or driveways, including without limitation play equipment, permanently mounted basketball hoops attached directly to the front of homes, and barbecues. Permanently mounted basketball hoops may be allowed in front yards upon approval of the Board of Directors and ACC. No sports equipment, including without limitation basketball hoops and nets, shall be located in Common Areas. The Board may allow portable basketball hoops on a private Lot, but only if such hoops are kept in good repair and painted and not stored on the sidewalk or street. If moved to the sidewalk or street for play, they must be immediately removed to the Lot when unattended per Clark County ordinances. An unattended basketball hoop on the sidewalk or street shall be a basis for violation of the county ordinance and thereby these CC&Rs. All of the above may be placed upon side yards and back yards behind a fence.

7.15 Signs: The display of signs shall be governed by rules adopted by the Board as allowed by Laws and this Declaration. Owners are allowed to display a security system sign, a no soliciting sign, a home for sale or lease sign, political signs, and any other sign the Board shall deem appropriate for a neighborhood like Whipple Creek Place. The Association may adopt reasonable rules pertaining to placement and manner of display of signs, including the time frame in which a sign is allowed to be displayed, and their size and number as allowed by applicable Laws, so the neighborhood is not cluttered with unsightly signs. The Board may also adopt rules regarding holiday displays and the time in which they may be displayed before and after a holiday. Notwithstanding anything to the contrary contained herein, Owners may display ornamental plates designating the name or address of the residence or the Owners thereof.

7.16 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.

7.17 Offensive or Discriminatory 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 harassment discrimination based on race, color, religion, sex, sexual orientation, national origin, disability, or age will be tolerated and will be reported to the proper authorities. No outside burning of leaves, trash, garbage, or household refuse shall be permitted on any Lot or Common Area.

VIII. DEVELOPMENT STANDARDS

8.1 Architectural Control Committee. The Architectural Control Committee (ACC) shall be composed of three (3) Owners appointed by the Board of Directors and shall serve until their successor is appointed. A Board member can jointly serve on the ACC.

8.2 Required Approval. No residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, other improvements 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 ACC. For the purposes of this Declaration, all of the foregoing is referred to as "proposed improvements."

8.2.1 Application Requirements. Any proposed improvements as provided in 8.2 above shall be submitted in writing by the Owner to the ACC for approval. The Board may, by rule or regulation, provide for the orderly processing of an application and such forms, hearings, and other processes as it may deem necessary that are not inconsistent with these provisions. The application shall include, but is not limited to, the following:

- a. A schematic or drawing of the proposed improvements including approximate dimensions, location, and layout of the improvement upon the Lot.
- b. A description and a detailed list of the materials to be used in the improvement.
- c. A color palate or samples of the exterior materials to be used; and
- d. A schedule of the estimated dates of construction commencement and completion.

In addition, to the foregoing, all plans and specifications for any proposed improvements must conform to applicable Clark County codes, and regulations, and all work shall be conducted in accordance with an approved plan. The ACC may request additional drawings, specifications, and/or information from the Owner to complete its review and make a final determination on the application.

8.2.2 Processing Applications. Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the ACC shall notify the Owner in writing if the request has been approved or disapproved. Proposed improvements may be disapproved only for failure to comply with the provisions of this Declaration and the ACC shall specify all objectionable elements of the proposal in any written disapproval. If the Architectural Control Committee fails to notify the Owner of approval, conditional approval, or disapproval 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. All changes to plans and specifications shall be reviewed and approved by the ACC in the manner provided above in 8.2.1.

8.3 Limitation of Liability. No action for damages, costs, or attorney fees may be maintained against the Association, the ACC, 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.

8.4 Lot Size. No Lot may be subdivided regardless of subsequent changes in zoning; provided, however, this paragraph shall not prevent the dedication of portions of any Lot for purposes of public streets or public utility easements. 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 General and Special Assessments levied hereunder.

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

8.6 Minimum Size of Residences and Garage Requirements. In the event a residence or residences need to be rebuilt, for any reason, the minimum living area of residences rebuilt upon on the Property, exclusive of basements, open or screened porches, and attached or detached garages, shall be as follows with exceptions:

8.6.1 For residences in Phase A west of NW 5th Place, not less than one thousand nine hundred (1,900) square feet for single-story residences, and not less than two thousand one hundred (2,100) square feet for two-story residences with exception as defined below.

8.6.2 For residences in Phase A east of NW 5th Place and Phases B, C, D1, D2, E, and F, not less than one thousand four hundred (1,400) square feet for single-story residences; and not less than one thousand six hundred (1,600) square feet for two-story residences with exception as defined below.

8.6.3 Residence Size Exception: For the few residences that did not meet the above size requirements when initially built, as shown in Clark County's Records, these residences shall be grandfathered in. In the event a rebuild becomes necessary, the minimum size shall be that as shown in the county records as initially built.

8.6.4 Garage Size: All residences must include a fully enclosed garage capable of enclosing at least two (2) full-sized automobiles with exceptions as defined below.

8.6.5 Garage Size Exception: For residences that were initially built with a single-car garage as shown in Clark County records, if a rebuild becomes necessary, an enclosed garage capable of enclosing one full-sized automobile shall only be required.

8.7 Design and Color Scheme. Exterior walls of residences may be painted only in colors and hues consistent with other residences in the Association, as approved by the ACC. The exteriors of all non-residential structures shall be compatible in color with residential structures constructed on the Lot.

8.8 Roofing and Siding Materials. Residences and other buildings constructed on Lots shall be roofed with a minimum of a 25-year architectural composition roofing material, in colors approved by the ACC. 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 but may be used on sheds at the discretion of the ACC.

8.9 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. Fences visible from the street

shall be consistent with the wood picket fences found throughout the Association and must be stained, both of which require ACC approval. Fences grandfathered in without stain must be stained when replaced. The installation and maintenance of retaining walls that are required due to topographic conditions of individual Lots, and approved in writing by the ACC, are the sole and absolute responsibility of the Lot Owner and not the responsibility of the Association.

8.10 Completion. All major improvements, such as home replacement and additions shall be completed within six (6) months after commencing construction without the Board approving an extension. Front yard landscaping on each Lot visible from the street, including side yard landscaping on all corner lots, must be completed prior to occupancy of the residence constructed thereon. Lot driveways that access public or private roads must be paved with concrete prior to occupancy of the residence constructed on such Lot. Minor improvements such as re-painting, re-staining, re-roofing, re-siding, shed additions, yard makeovers visible from the street, etc. shall be completed or in a time frame that the ACC considers reasonable for said project, and shall be no longer than three (3) months without Board approval.

8.11 Fill Material. Some of the Lots may contain fill material that 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.

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

8.13 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 ACC, 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.

IX. GENERAL PROVISIONS

9.1 Binding Effect. All present and future Owners, and occupants of Lots and residences constructed thereon, shall be subject to, shall comply with, the provisions of this 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 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 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 Owner.

9.2 Rules and Regulations, and Enforcement. The Board may adopt reasonable rules and regulations, by resolutions, to enforce the provisions of this Declaration and the Bylaws, and to amend them from time to time, as deemed appropriate and necessary, and to impose reasonable fines for violations thereof per the RCWs. The Board shall adopt a **Compliance Fines and Procedures Resolution** with a fines schedule for violations of this Declaration, the Bylaws, rules, and resolutions. Such rules, regulations, and resolutions shall be binding upon Owners when the Board has adopted them at a duly called Board Meeting, provided a copy of such to each Owner to the address(es) of the Owner as reflected in the latest records of the Association by mail, or email if so requested by Owner. Owners shall be responsible for complying with the rules and regulations adopted by the Board and ensuring that their guests and tenants comply therewith.

To enforce the above provisions the Board shall follow the following procedures:

9.2.1 Notice of Violation. The Board, or Managing Agent, if so employed, shall send the Owner of the Lot where the violation occurred, a written “**Notice of Violation**” as set forth in the **Compliance Fines and Procedures Resolution** which describes the nature of the alleged violation, specifies a time frame in which the violation is to be rectified before a fine is imposed, and gives the Owner an opportunity to be heard by the Board or its representative, to address the violation before a fine is imposed. If the Owner does not correct the violation within the given time frame or a hearing has not been requested by the Owner, the fines stated in the “**Notice of Violation**” shall be imposed and will become an assessment subject to Sections 5.4 and 5.5 of this Declaration. If the Owner requests a hearing, it shall occur as outlined below.

9.2.2 Hearing. If a hearing is requested by the Owner within the time frame provided in the notice, the hearing shall be held before the Board in executive session or by a Representative appointed by the Board as the Board, in its discretion shall determine. The alleged violator shall be afforded a reasonable opportunity to be heard in the time frame as specified in the “**Notice of Violation**”. A Representative, if appointed, shall provide the Board with a report of findings and conclusions on any matter that comes before them within five (5) working days of the conclusion of the hearing. The Board shall take those findings and conclusions into consideration and shall determine the final fine(s) to be imposed, if any, consistent with Governing Documents. The Board may, at its discretion, suspend any portion or all fines if the violation is cured within a specified time frame. Such time frame shall not constitute a waiver of the right to fine the Owner of future violations of the same or other provisions of the governing documents by the alleged violator or any other person.

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 provisions of this Declaration, either to prevent such violation, or to recover damages sustained by

reason of thereof, or both. 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 Indemnification. The Association shall indemnify and defend 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.

9.4 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 be amended by a majority vote of the Directors to bring it into compliance with provisions in Federal, State, County, and local statutes that may be adopted in the future that would supersede provisions in this Declaration. The Board may also change dates of meetings if Owners are given proper notice as defined. This Declaration may also be amended, in part or whole, by Owners of sixty-seven percent (67%) of the Lots, as provided in paragraph 3.3 of this Declaration. No amendment of this Declaration shall be effective until filed for record with the Clark County Recorder.

9.5 Attorney Fees. The Association and the Owners shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorney's fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees, to be set by the appellate court. In addition, thereto, the Association shall be entitled to its reasonable attorney's fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

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

The Effective Date of this Amended and Restated Declaration is the date it is recorded with Clark County.

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CERTIFICATION OF ADOPTION

The undersigned, being the duly elected Presidents of their respective Associations, do by their signatures below, attest that Owners of more than sixty-seven percent (67%) of Lots within their respective Associations have signed an instrument (directed proxy) approving these Amended and Restated Declaration of Covenants, Conditions & Restrictions for Whipple Creek Place Homeowners Association dated 6-12-24, and that Officers of each Sub-Association have signed a Written Attestation stating such pursuant to Section 9.5 of each Sub-Association's CC&Rs and Section 6.5 of the Master Declaration of Whipple Creek Properties, and that on the 10th day of September, 2024, at a properly scheduled meeting, a majority of the Board of Directors adopted these Amended and Restated Declaration in the manner set forth in the governing documents of the Associations.

MASTER ASSOCIATION

BY: [Signature]
Ray Hammitt, Its President

SUB-ASSOCIATION 1

BY: [Signature]
Michael Raymond, Its President

SUB-ASSOCIATION 2

BY: [Signature]
Robert Brehm, Its President

SUB-ASSOCIATION 3

BY: [Signature]
Mario Hernandez, Its President



[Signature]
09/14/2024

STATE OF Washington)
COUNTY OF Clark) :SS.

I certify that I know or have satisfactory evidence that Ray Hammitt
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: 09/14/2024



Julia Kangas
Signature of Notary Public
Notary Public
Title of Office

My commission expires: 09/18/2027

STATE OF Washington)
COUNTY OF Clark) :SS.

I certify that I know or have satisfactory evidence that Michael Raymond
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: 09/14/2024

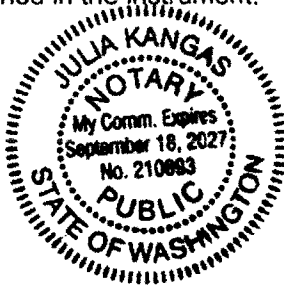


Julia Kangas
Signature of Notary Public
Notary Public
Title of Office

My commission expires: 09/18/2027

STATE OF Washington)
COUNTY OF Clark) :SS.

I certify that I know or have satisfactory evidence that Robert Brehm
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.



Dated: 09/14/2024

Julia Kangas
Signature of Notary Public
Notary Public
Title of Office

My commission expires: 09/18/2027

STATE OF Washington)
COUNTY OF Clark) :SS.

I certify that I know or have satisfactory evidence that Mario Hernandez
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: 09/14/2024



Julia Kangas Signature of Notary Public
Notary Public Title of Office

My commission expires: 09/18/2027

Map of Whipple Creek Place Homeowners Association









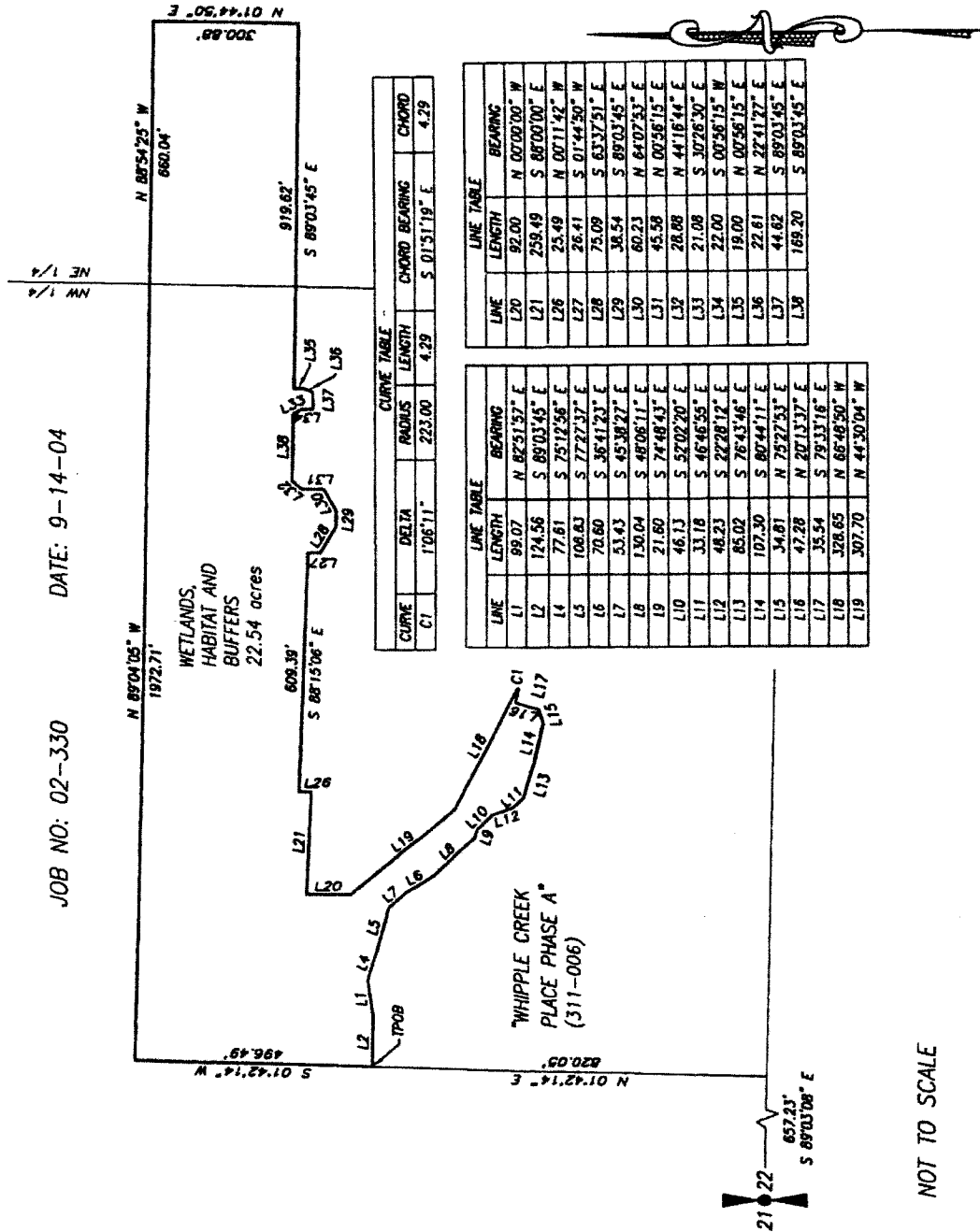
	Whipple Creek Place Landscape-Improved Common Areas		Sub-Association SA1
	WCP Right-of Ways along NE 2nd Ave and NE/NW 149 th St		Sub-Association SA2
	Whipple Creek MA Wetland Habitat and Buffers		Sub-Association SA3
	Clark County Storm Water Facilities		Shared Private Driveways

EXHIBIT B

Map of Wetlands, Habitat, and Buffers



3976781
Page: 6 of 6
04/22/2005 10:39
Clark County, WA



Survey of Map and Map Recorded in Auditor File No. 3976781, Pages 22 - 24

EXHIBIT C

List of Whipple Creek Place CC&Rs being replaced by this Declaration

Declaration	Declarant	Auditor File No	Date Filed
Master Declaration	WCP	3505343	8/27/2002
1st Amendment	WCP	3516488	9/23/2002
2nd Amendment	WCP	3566722	1/3/2003
3rd Amendment	WCP	3715399	9/12/2003
4th Amendment	WCP	3874873	8/27/2004
5th Amendment	WCP & Helmes	4006331	6/22/2005
CC&Rs Phase A	WCP	3512046	9/12/2002
1st Amendment	WCP	3516489	9/23/2002
CC&Rs Phase B	WCP	3528008	10/17/2002
CC&Rs Phase C	Helmes	3644939	5/28/2003
1st Amendment	Helmes	3687678	8/1/2003
CC&Rs Phase D-1	WCP	3863618	8/3/2004
CC&Rs Phase D-2	WCP	3874873	8/27/2004
CC&Rs Phase E	WCP	3908251	11/16/2004
CC&Rs Phase F	WCP	3962033	3/22/2005
1st Amendment Phases D-1, D-2 & E	Helmes	3953809	3/3/2005
2nd Amendment Phases D-1 & D-2	Helmes	3985843	5/10/2005
SHORT PLAT			
Whipple Creek Place B1 S.P.	WCP	3660243	6/20/2003

WCP = Whipple Creek Properties, L.L.C.
Helmes = Helmes Inc.

EXHIBIT D - Page 1 of 5

Whipple Creek Place HOA - Phase, Property ID, and Lot Nos.

WHIPPLE CREEK PLACE PHASE A Book: 311 Page: 6

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575002	1	185575052	26	185575102	51
185575004	2	185575054	27	185575104	52
185575006	3	185575056	28	185575106	53
185575008	4	185575058	29	185575108	54
185575010	5	185575060	30	185575110	55
185575012	6	185575062	31	185575112	56
185575014	7	185575064	32	185575114	57
185575016	8	185575066	33	185575116	58
185575018	9	185575068	34	185575118	59
185575020	10	185575070	35	185575120	60
185575022	11	185575072	36	185575122	61
185575024	12	185575074	37	185575124	62
185575026	13	185575076	38	185575126	63
185575028	14	185575078	39	185575128	64
185575030	15	185575080	40	185575130	65
185575032	16	185575082	41	185575132	66
185575034	17	185575084	42	185575134	67
185575036	18	185575086	43	185575136	68
185575038	19	185575088	44	185575138	69
185575040	20	185575090	45	185575140	70
185575042	21	185575092	46	185575142	71
185575044	22	185575094	47	185575144	72
185575046	23	185575096	48	185575146	73
185575048	24	185575098	49		
185575050	25	185575100	50		

EXHIBIT D - Page 2 of 5

Whipple Creek Place HOA - Phase, Property ID, and Lot Nos.

WHIPPLE CREEK PLACE PHASE B Book: 311 Page: 16

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575170	1	185575202	17	185575234	33
185575172	2	185575204	18	185575236	34
185575174	3	185575206	19	185575238	35
185575176	4	185575208	20	185575240	36
185575178	5	185575210	21	185575242	37
185575180	6	185575212	22	185575244	38
185575182	7	185575214	23	185575246	39
185575184	8	185575216	24	185575248	40
185575186	9	185575218	25	185575250	41
185575188	10	185575220	26	185575252	42
185575190	11	185575222	27	185575254	43
185575192	12	185575224	28	185575256	44
185575194	13	185575226	29	185575258	45
185575196	14	185575228	30	185575260	46
185575198	15	185575230	31	185575262	47
185575200	16	185575232	32		

WHIPPLE CREEK PLACE PHASE B1 SHORT PLAT Book: 3 Page: 521

<u>Property Account</u>	<u>Lot</u>
185575208	1
185575209	2
185575211	3
185575213	4

EXHIBIT D - Page 3 of 5

Whipple Creek Place HOA - Phase, Property ID, and Lot Nos.

WHIPPLE CREEK PLACE PHASE C Book: 311 Page: 67

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575270	1	185575300	16	185575330	31
185575272	2	185575302	17	185575332	32
185575274	3	185575304	18	185575334	33
185575276	4	185575306	19	185575336	34
185575278	5	185575308	20	185575338	35
185575280	6	185575310	21	185575340	36
185575282	7	185575312	22	185575342	37
185575284	8	185575314	23	185575344	38
185575286	9	185575316	24	185575346	39
185575288	10	185575318	25	185575348	40
185575290	11	185575320	26	185575350	41
185575292	12	185575322	27		
185575294	13	185575324	28		
185575296	14	185575326	29		
185575298	15	185575328	30		

WHIPPLE CREEK PLACE PHASE D1 Book: 3 Page: 188

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575364	1	185575394	16
185575366	2	185575396	17
185575368	3	185575398	18
185575370	4	185575400	19
185575372	5	185575402	20
185575374	6	185575404	21
185575376	7	185575406	22
185575378	8	185575408	23
185575380	9	185575410	24
185575382	10	185575412	25
185575384	11	185575414	26
185575386	12	185575416	27
185575388	13	185575418	28
185575390	14	185575420	29
185575392	15	185575422	30

EXHIBIT D - Page 4 of 5

Whipple Creek Place HOA - Phase, Property ID, and Lot Nos.

WHIPPLE CREEK PLACE PHASE D2 Book: 311 Page: 192

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575440	1	185575474	18
185575442	2	185575476	19
185575444	3	185575478	20
185575446	4	185575480	21
185575448	5	185575482	22
185575450	6	185575484	23
185575452	7	185575486	24
185575454	8	185575488	25
185575456	9	185575490	26
185575458	10	185575492	27
185575460	11	185575494	28
185575462	12	185575496	29
185575464	13	185575498	30
185575466	14	185575500	31
185575468	15	185575502	32
185575470	16	185575504	33
185575472	17	185575506	34

WHIPPLE CREEK PLACE PHASE E Book: 3 Page:208

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575510	1	185575534	13	185575558	25
185575512	2	185575536	14	185575560	26
185575514	3	185575538	15	185575562	27
185575516	4	185575540	16	185575564	28
185575518	5	185575542	17	185575566	29
185575520	6	185575544	18	185575568	30
185575522	7	185575546	19	185575570	31
185575524	8	185575548	20	185575572	32
185575526	9	185575550	21	185575574	33
185575528	10	185575552	22		
185575530	11	185575554	23		
185575532	12	185575556	24		

EXHIBIT D - Page 5 of 5

Whipple Creek Place HOA - Phase, Property ID, and Lot Nos.

WHIPPLE CREEK PLACE PHASE F Book: 311 Page: 245

<u>Property Account</u>	<u>Lot</u>	<u>Property Account</u>	<u>Lot</u>
185575584	1	185575634	26
185575586	2	185575636	27
185575588	3	185575638	28
185575590	4	185575640	29
185575592	5	185575642	30
185575594	6	185575644	31
185575596	7	185575646	32
185575598	8	185575648	33
185575600	9	185575650	34
185575602	10	185575652	35
185575604	11	185575654	36
185575606	12	185575656	37
185575608	13	185575658	38
185575610	14	185575660	39
185575612	15	185575662	40
185575614	16	185575664	41
185575616	17	185575666	42
185575618	18	185575668	43
185575620	19	185575670	44
185575622	20	185575672	45
185575624	21	185575674	46
185575626	22	185575676	47
185575628	23	185575678	48
185575630	24	185575680	49
185575632	25		