

Whipple Creek Place HOA

Special Board Meeting January 20, 2026, 7:00 PM via Zoom Proposed Agenda

7:05 PM **Board Special Meeting.** Call to order.

_____ PM Call to Order

1. Homeowner Comments and Questions
2. Establish Quorum.
3. Approve Agenda.
4. Approve the following Minutes.
 - 12-1-25 4th Quarter Board Meeting Minutes.
 - 12-1-25 Budget Ratification Meeting Minutes – 2026 Budget.
 - 12-1-25 2025 Annual Association Meeting Minutes .

Old Business:

1. Collections

New Business

1. Approve New Day invoice for removal of two Ash trees in the Common Area between 152nd and 153rd for \$3590.40
2. Approve New Day invoice for removal of two Ash tree Stumps in the Common Area between 152nd and 153rd for \$734.40
3. Approve Frontier Landscaping invoice for Playground Stump Removal for \$720 plus tax.

Executive Session

1. Request for Hearing and Reconsideration of Fine - (15221 NW 4th Place)

Note: Obtain proposal for playground inspection to be approved at the March 2 Board Meeting.

_____ PM Call to Adjourn

Zoom Meeting Login URL:

<https://us06web.zoom.us/j/81635059894?pwd=gNbql6CBNH0ztY1TTX8K1PAaKgnERp.1>

Meeting ID: 816 3505 9894

Passcode: 434505

OR

Phone In: 253-215-8782

Meeting ID: 816 3505 9894

Passcode: 434505

<http://www.mywhipplecreekplace.com/>

HOMEOWNERS OPEN FORUM

Internal Note:

Hi Aleksandr,

The Board has agreed to remove the \$50 fine due to your being new to the community and the request for the fine policy.

Therefore, the Board has agreed to remove the fine. However, please note that once a Courtesy letter has been issued for a specific violation, if that violation is repeated at any time during the next six months, a fine may be implemented. If you stay in compliance for 6 months, the cycle would start over.

Sincerely,

Suzanne Ashby

On behalf of Whipple Creek Place HOA

This Community is Professionally Managed By:

Invest West Management, LLC

(360) 254-5700 || <https://www.iwmhoa.com/>

Regards,

Pam Halseth, CCM

WCPM Fine and Procedures in question



Pamela Halseth
To Suzanne Ashby

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Wed 11/12/2025 1:27 PM

You replied to this message on 11/12/2025 3:39 PM.

Author: aleksandr kislyi, 15028 NW 1st Ave, No Phone, kislyi1985usa@gmail.com

[Recipients \(BCC\)](#)

11/10/2025 3:12:35 PM

Sent To: [Assistant Manager](#)

[Formatted Note](#)

??, 10 ????. 2025 ?. ? 14:15, Invest West Management, LLC <info@iwmhoa.com>:

If you would like to respond to this notification, please place your response in between the dotted lines found below: -----

Dear Suzanne and Board Members,

I truly appreciate how the Board handled my previous concern fairly and with understanding. It showed a balanced approach and a genuine willingness to listen, which I sincerely value as a homeowner. I have carefully reviewed the Whipple Creek Place HOA Compliance Fines & Procedures Resolution and the Board's comments regarding the six-month violation cycle.

To help ensure consistency and fairness for all homeowners, I would like to respectfully suggest a clarification in the policy language. Specifically, it may be helpful to state that a violation is considered "continuing" only if the original condition remains uncorrected.

If the issue has been corrected, then any later occurrence should begin a new notice cycle, in accordance with RCW 64.90.495, which requires reasonable notice and an opportunity to cure before a fine can be imposed.

This clarification would help prevent misunderstandings in future cases and ensure that both the HOA and homeowners follow a consistent and transparent process.

Thank you again for your time and consideration.

Sincerely,

Aleksandr Kislyi

MINUTES

Whipple Creek Place HOA
4th Quarter Board Meeting
Association Budget Ratification Meeting – 2026 Budget
2025 Association Annual Meeting
December 1, 2025, 7:00 via Zoom

Meeting Minutes

7:07 PM Homeowner Comments and Questions:

Stanley suggestion: walk between NW 1st & 2nd Ave that could use lighting. While discussed in the past, currently don't have the funds for a good solution.

4th Quarter Association Board Meeting Agenda

7:10 PM Call to Order

- 1) Quorum of Board is required.
 - Board Members present: Ray Hammitt, Michael Raymond, Amelia Shelley, Ray Norman, Mario Hernandez, Jonathon Thompson
 - Homeowners present: Jeff Johnson, Lindsay Gohlke, David Menzies, Luigi Serio, Stanley Sessions, Shyam, Brandon Pendergrass
 - Invest West present: Suzanne Ashby

2) Approve Agenda.

- a) Approved as amended. Amelia, Ray N

Date: December 1, 2025

Motion by: Amelia Shelley

Seconded by: Ray Norman

Motion: Minutes approved as amended

3) Approve 11-3-25 2026 Budget Adoption Meeting Minutes.

Date: December 1, 2025

Motion by: Jonathon Thompson

Seconded by: Mario Hernandez

Motion: Minutes approved as submitted

Invest West Report: Suzanne Ashby

Nothing to present.

Old Business

1. Collections – Tabled until 2026

New Business

1. Approve ERMS Wetland weed mitigation contract.

Date: December 1, 2025

Motion by: Amelia Shelley

Seconded by: Jonathon Thompson

Motion: motion to approve wetland weed contract bid of \$2,391.40

Motion: approved as submitted.

2. Approve Newman 2025 Audit Representation Letter.

Date: December 1, 2025

Motion by: Ray Norman

Seconded by: Mario Hernandez

Motion: Motion to approve audit representation in the amount of \$3,100

Motion: approved as submitted

3. Approve chain link fence repair proposal at 316 NW 153rd St.

Date: December 1, 2025

Motion by: Michael Raymond

Seconded by: Amelia Shelley

Motion: Motion to approve the proposal from Able Fence Company inc. in the amount of \$651.00.

Motion: motion approved.

4. Approve stump grinding proposal at playground.

The current proposal does not specify two stumps that need to be removed. Additionally, irrigation repair will need to be done separately in March.

Date: December 1, 2025

Motion by: Michael Raymond

Seconded by: Ray Norman

Motion: Motion to approve a stump grinding proposal from Frontier Landscaping for up to \$800.00, with the understanding to update the current proposal with the correct number of stumps.

Motion: motion approved.

5. Set 2026 Board and Association Meeting Schedule.

Need to configure an updated Zoom account link.

Date: December 1, 2025

Motion by: Amelia Shelley

Seconded by: Jonathon Thompson

Motion: Motion to approve schedule as amended

Motion: agenda approved.

6. Packet to be mailed to Homeowners by IWM within 10 days of this meeting.

- 2026 Owners' Account Statements showing quarterly assessments due dates and the amount due.
- 2026 Whipple Creek Place HOA Approved Budget with Assessments.
- 2026 Meeting Calendar.

7:51 PM Call to Adjourn

Budget Ratification Meeting Agenda – 2026 Budget – Immediately following 4th Qtr. Meeting.

7:51 PM Homeowner Comments and Questions: None.

7:52 PM Call to Order

1. Quorum not required per RCW 64.38.525.
 - Board Members present: 6
 - Number of Homeowners present in person or via proxy: 57 (7 in person 50 proxies)

Order of Business

1. Present 2025 Association Budget.
2. Ratify the 2025 Association Budget.

Budget automatically approved as we do not have 156 homeowners present to reject it.

7:57 PM Call to adjourn.

2025 Annual Association Meeting Agenda – Immediately following Budget Ratification Meeting

7:57 PM Homeowner Comments and Questions:

7:57 PM Call to Order

1. Quorum of Owner is required.
 - Board Members present: 6
 - Homeowners present: 57 (7 in person 51 proxies)
 - Invest West present: 1
2. Approve Agenda.

Date: December 1, 2025

Motion by: Amelia Shelley

Seconded by: Ray Norman

Motion: agenda approved as submitted

Invest West Report: Suzanne Ashby: No report

New Business:

1. Report on Common Areas.
2. Report on Financial Condition of Association.
3. IRS Resolution.

Date: December 1, 2025

Motion by: Ray Norman

Seconded by: Mario Hernandez

Motion: Motion to approve resolution 70-604

Motion: Motion approved unanimously

4. Results of Board of Directors Election - Ballot vote in November

New board members:

Lindsay Gohlke
Brandon Pendergrass
Luigi Serio

8:34 PM Call for adjourn.

8:34 PM Organizational Meeting

New roles:

President: Brandon Pendergrass

Vice President: Jonathon Thompson

Secretary: Michael Raymond

Treasurer: Ray Norman

Board members: Michael Raymond, Amelia Shelley, Ray Norman, Jonathon Thompson, Lindsay Gohlke, Brandon Pendergrass, Luigi Serio

8:53 PM Call to adjourn.

ARCHITECTURAL MATTERS

Whipple Creek Place HOA

ARC Report - Detail for 12/1/2025 - 1/2/2026

SUMMARY

Approved

Exterior Repainting
Landscape Change
Roof Replacement

7

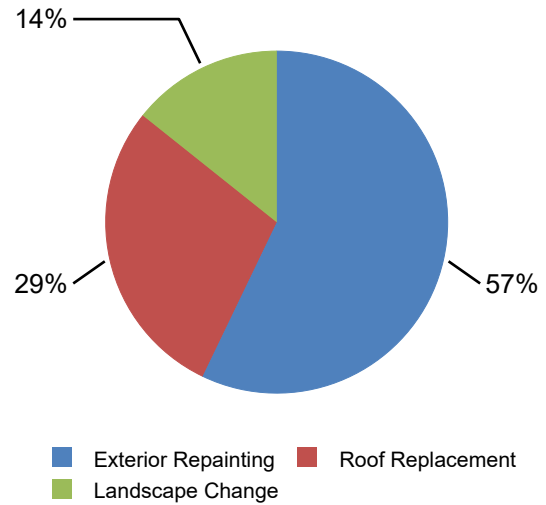
4

1

2

Total 7

TOP DISTRIBUTION BY TYPE



Approved (Total Count = 7)

15020 NW 1st Ave.
Graham Chant

XN: 911014 Acct: 203M22694

Exterior Repainting - PAINTING

11/12/2025	Pam Halseth	Application Received
11/12/2025	Pam Halseth	Notify Management Team
11/12/2025	Pam Halseth	Notify ARC Committee
11/12/2025	Pam Halseth	ARC Review
11/23/2025	Pam Halseth	ARC Review Reminder
11/23/2025	Pam Halseth	Notify ARC Committee
11/23/2025	Pam Halseth	ARC Review
12/3/2025	Pam Halseth	ARC Decision - Approved
12/3/2025	Pam Halseth	Approved

15118 NW 1st Ave
Mike Osborn

XN: 920960 Acct: 203M22711

Exterior Repainting - EXTERIOR PAINTING

11/20/2025	Pam Halseth	Application Received
11/20/2025	Pam Halseth	Notify Management Team
11/20/2025	Pam Halseth	Notify ARC Committee
11/20/2025	Pam Halseth	ARC Review
12/31/2025	Pam Halseth	ARC Decision - Approved
12/31/2025	Pam Halseth	Approved

15009 NE 1st Ave
Aaron Johnson

XN: 939406 Acct: 203M22682

Roof Replacement - NEW ROOF

12/2/2025	Pam Halseth	Application Received
12/2/2025	Pam Halseth	Notify Management Team
12/2/2025	Pam Halseth	Notify ARC Committee

Whipple Creek Place HOA

ARC Report - Detail for 12/1/2025 - 1/2/2026

12/2/2025	Pam Halseth	ARC Review
12/2/2025	Pam Halseth	ARC Decision - Approved
12/2/2025	Pam Halseth	Approved
15032 NW 1st Ave Zaichao (Charles) Xu XN: 942457 Acct: 203M22735		Roof Replacement - NEW ROOF
12/4/2025	Pam Halseth	Application Received
12/4/2025	Pam Halseth	Notify Management Team
12/4/2025	Pam Halseth	Notify ARC Committee
12/4/2025	Pam Halseth	ARC Review
12/7/2025	Pam Halseth	ARC Decision - Approved
12/7/2025	Pam Halseth	Approved
806 NW 150th Street Richard G. McClelland and Linda S. McClelland Trustees XN: 945566 Acct: 203M22429		Landscape Change - A tree on the right side of the drive has grown so large that the root system is directly over the service path for electric, natural gas and irrigation. I would like to remove the tree before there is damage to any of the vital services. The adjacent neighbor was contacted and is in full agreement on removal. When will you be submitting the provided ARC application?
12/7/2025	Richard G. McClelland	Application Received
12/7/2025	Richard G. McClelland	Notify Management Team
12/7/2025	Pam Halseth	Response to Owner
12/10/2025	System	ARC Review Reminder
12/10/2025	Pam Halseth	Response to Owner
12/13/2025	System	ARC Review Reminder
12/22/2025	Pam Halseth	Void
12/28/2025	System	Owner Response
12/29/2025	Pam Halseth	Application Received
12/29/2025	Pam Halseth	Notify Management Team
12/29/2025	Pam Halseth	Notify ARC Committee
12/29/2025	Pam Halseth	ARC Review
12/30/2025	Pam Halseth	ARC Decision - Approved
12/30/2025	Pam Halseth	Approved
502 NW 153rd St Jin Huang XN: 951311 Acct: 203M22701		Exterior Repainting - EXTERIOR PAINTING
12/10/2025	Pam Halseth	Application Received
12/10/2025	Pam Halseth	Notify Management Team
12/10/2025	Pam Halseth	Notify ARC Committee
12/10/2025	Pam Halseth	ARC Review
12/15/2025	Pam Halseth	ARC Decision - Approved
12/15/2025	Pam Halseth	Approved

Whipple Creek Place HOA

ARC Report - Detail for 12/1/2025 - 1/2/2026

15109 NW 1st Ave

MollyAnn Callen

XN: 975984 Acct: 203M22714

Exterior Repainting - EXTERIOR PAINTING Received application on 12/30/25.

12/30/2025	Pam Halseth	Application Received
12/30/2025	Pam Halseth	Notify Management Team
12/30/2025	Pam Halseth	Notify ARC Committee
12/30/2025	Pam Halseth	ARC Review
12/31/2025	Pam Halseth	ARC Decision - Approved
12/31/2025	Pam Halseth	Approved

FINANCIALS

Financial Reporting Package
Whipple Creek Place HOA
11/30/2025

Whipple Creek Place HOA

Balance Sheet For 11/30/2025

Assets

10000 - Operating Whipple Creek Place Master	\$119,226.80
10010 - Reserve Whipple Creek Place Master	\$19,356.52
10023 - CD AAB 2.01.26 - 1749	\$26,980.78
10024 - CD AAB 2.01.27 - 8647	\$26,861.93
10036 - CD Alliance 1563	\$27,672.94
10040 - Reserve CDARS 5769 AAB 3.13.2025-3.11.2027	\$25,627.43
10050 - WCPM - AAB RSV CDARS 2.10.28 - 0674	\$82,066.16
10060 - Reserve AAB CD 7250 3.7.25-3.7.26	\$25,649.98
10200 - Accounts Receivable-Operating	\$44,517.31
10260 - Allowance for Doubtful Accounts	(\$34,096.28)
10280 - Prepaid Insurance	\$3,741.15

Total Assets

	\$367,604.72
Total Assets	<u>\$367,604.72</u>

Liabilities

20100 - Accounts Payable	\$40.00
22200 - Prepaid	\$11,469.29
22560 - Income Tax Payable	\$623.00
25000 - Contract Liabilities	\$164,318.80

Total Liabilities

\$176,451.09

Equity

30600 - Retained Earnings	\$54,435.04
30610 - Prior Year Operating	\$121,388.01
30620 - Prior Year Reserve	\$15,330.58

Total Equity

	\$191,153.63
Total Liabilities / Equity	<u>\$367,604.72</u>

Whipple Creek Place HOA

Summary Statement of Revenues and Expenses For 11/30/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Operating Income													
40000 - Association Operating Assessments	30,070	-	-	30,070	-	-	30,070	-	-	30,070	-	-	120,280
40010 - Interest Revenue- Bank Operating	2	2	2	2	2	2	3	3	2	3	2	-	27
40050 - Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	189	-	189
40070 - Association Violation-Fine	-	-	-	200	(150)	450	3,350	(200)	1,500	3,650	2,650	-	11,450
40100 - Late Fee	-	-	-	-	2,300	(50)	(450)	1,925	(126)	-	1,500	-	5,100
40110 - NSF Fee	-	(35)	-	-	45	-	45	90	-	45	90	-	280
40120 - Interest	-	111	282	(1)	255	295	172	254	254	244	240	-	2,107
40200 - Collection Fee	-	-	-	-	-	505	-	-	-	-	-	-	505
Total Income Operating	30,072	79	285	30,271	2,453	1,202	33,190	2,071	1,631	34,011	4,671	-	139,936
Total Income	30,072	79	285	30,271	2,453	1,202	33,190	2,071	1,631	34,011	4,671	-	139,936

Operating Expense

Administrative & General													
50000 - Management Contract	2,926	2,926	2,926	2,926	2,926	2,926	2,926	2,926	2,926	2,926	2,926	-	32,190
50050 - Collection-Expense	-	10	10	-	-	305	-	200	-	-	-	-	525
50100 - Insurance	685	685	685	685	685	685	1,361	732	732	732	732	-	8,398
50150 - Licenses & Fees	-	-	-	20	-	-	-	-	1,200	-	-	-	1,220
50250 - Reserve Study	-	485	-	-	485	-	-	-	-	-	-	-	970
50350 - Legal	-	-	-	-	-	-	44	-	-	-	-	-	44
50400 - Audit/Tax Prep	-	-	-	-	3,050	-	-	-	-	-	40	-	3,090
50450 - Federal Tax	-	-	-	800	-	-	-	-	-	-	-	-	800
50550 - Assoc. Operating Expenses	-	137	180	671	172	231	231	870	416	207	314	-	3,428
50560 - Late Fee Chargeback	-	200	50	175	50	900	525	225	1,525	130	312	-	4,092
51150 - Management Extra	-	-	-	1,915	(1,245)	-	1,120	-	-	1,435	-	-	3,225
Total Administrative & General	3,611	4,443	3,851	7,192	6,124	5,047	6,206	4,953	6,798	5,429	4,324	-	57,981

Utilities

Whipple Creek Place HOA

Summary Statement of Revenues and Expenses For 11/30/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Operating Expense													
52000 - Electricity	-	-	-	28	-	-	-	-	-	56	-	-	84
52050 - Water / Sewer	-	-	-	338	360	701	768	1,175	1,103	630	117	-	5,193
Total Utilities	-	-	-	366	360	701	768	1,175	1,103	686	117	-	5,277
Landscaping													
54000 - Landscape Contract	3,002	3,002	3,952	3,002	3,002	3,002	3,002	3,002	3,002	3,002	3,002	-	33,977
54010 - Irrigation Repairs	-	-	-	13	-	806	350	-	155	-	-	-	1,324
54020 - Landscape Improvements	-	-	-	-	-	-	1,628	-	-	-	-	-	1,628
54030 - Tree Maintenance	-	-	-	-	-	-	-	-	3,559	2,067	825	-	6,451
54050 - Wetland/Habitat Maint.	-	-	-	298	298	298	298	-	-	-	298	-	1,492
54070 - Tree Pruning/Removal/Replacement	-	-	-	-	-	-	1,139	-	-	-	-	-	1,139
Total Landscaping	3,002	3,002	3,952	3,314	3,301	4,107	6,417	3,002	6,716	5,070	4,125	-	46,009
Maintenance & Repairs													
55050 - Play Equipment Maint.	-	-	730	1,180	-	-	-	322	-	-	-	-	2,231
Total Maintenance & Repairs	-	-	730	1,180	-	-	-	322	-	-	-	-	2,231
Total Expense	6,614	7,446	8,533	12,052	9,785	9,855	13,392	9,452	14,618	11,185	8,567	-	111,498
Operating Net Total	\$23,458	(\$7,367)	(\$8,248)	\$18,219	(\$7,332)	(\$8,653)	\$19,798	(\$7,381)	(\$12,987)	\$22,826	(\$3,895)	-	\$28,438

Whipple Creek Place HOA

Summary Statement of Revenues and Expenses For 11/30/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Reserve Income													
Income Reserve													
41001 - Association Reserve Assessments	4,805	-	-	4,805	-	-	4,805	-	-	4,805	-	-	19,220
41010 - Interest Revenue-Reserve	555	558	482	558	757	633	645	653	640	652	644	-	6,777
Total Income Reserve	5,360	558	482	5,363	757	633	5,450	653	640	5,457	644	-	25,997
Total Income	5,360	558	482	5,363	757	633	5,450	653	640	5,457	644	-	25,997
Reserve Net Total													
Reserve Net Total	\$5,360	\$558	\$482	\$5,363	\$757	\$633	\$5,450	\$653	\$640	\$5,457	\$644	-	\$25,997
Net Total	\$28,818	(\$6,809)	(\$7,766)	\$23,582	(\$6,575)	(\$8,020)	\$25,248	(\$6,728)	(\$12,347)	\$28,283	(\$3,251)	-	\$54,435

Whipple Creek Place HOA

Statement of Revenues and Expenses 11/1/2025 - 11/30/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income Operating							
40000 - Association Operating Assessments	-	-	-	120,280.00	120,280.00	-	120,280.00
40010 - Interest Revenue- Bank Operating	2.45	-	2.45	26.69	-	26.69	-
40050 - Miscellaneous Income	188.70	-	188.70	188.70	-	188.70	-
40070 - Association Violation-Fine	2,650.00	200.00	2,450.00	11,450.00	2,200.00	9,250.00	2,400.00
40100 - Late Fee	1,500.00	-	1,500.00	5,099.50	-	5,099.50	-
40110 - NSF Fee	90.00	-	90.00	280.00	-	280.00	-
40120 - Interest	240.28	100.00	140.28	2,106.81	1,100.00	1,006.81	1,200.00
40200 - Collection Fee	-	-	-	504.50	-	504.50	-
Total Income Operating	4,671.43	300.00	4,371.43	139,936.20	123,580.00	16,356.20	123,880.00
Total Income	4,671.43	300.00	4,371.43	139,936.20	123,580.00	16,356.20	123,880.00

Operating Expense

Administrative & General							
50000 - Management Contract	2,926.32	2,926.32	-	32,189.52	32,189.52	-	35,115.84
50050 - Collection-Expense	-	200.00	200.00	524.50	2,200.00	1,675.50	2,400.00
50100 - Insurance	731.66	-	(731.66)	8,398.11	8,300.00	(98.11)	8,300.00
50150 - Licenses & Fees	-	-	-	1,220.00	-	(1,220.00)	-
50200 - Bad Debt	-	250.00	250.00	-	2,750.00	2,750.00	3,000.00
50250 - Reserve Study	-	-	-	970.00	1,000.00	30.00	1,000.00
50350 - Legal	-	200.00	200.00	43.75	2,200.00	2,156.25	2,400.00
50360 - Corp. Trans. Act	-	-	-	-	750.00	750.00	750.00
50400 - Audit/Tax Prep	40.00	-	(40.00)	3,090.00	3,190.00	100.00	3,190.00
50450 - Federal Tax	-	-	-	800.00	-	(800.00)	-
50550 - Assoc. Operating Expenses	313.90	298.33	(15.57)	3,428.06	3,281.63	(146.43)	3,580.00
50560 - Late Fee Chargeback	312.35	-	(312.35)	4,091.65	-	(4,091.65)	-
50750 - Website	-	-	-	-	250.00	250.00	250.00
51150 - Management Extra	-	-	-	3,225.00	-	(3,225.00)	-
Total Administrative & General	4,324.23	3,874.65	(449.58)	57,980.59	56,111.15	(1,869.44)	59,985.84

Utilities							
52000 - Electricity	-	49.00	49.00	84.15	343.00	258.85	343.00
52050 - Water / Sewer	117.09	-	(117.09)	5,192.72	6,800.00	1,607.28	7,100.00
Total Utilities	117.09	49.00	(68.09)	5,276.87	7,143.00	1,866.13	7,443.00

Landscaping							
54000 - Landscape Contract	3,002.47	3,002.47	-	33,976.55	33,027.17	(949.38)	36,029.60
54010 - Irrigation Repairs	-	-	-	1,323.64	3,000.00	1,676.36	3,000.00
54020 - Landscape Improvements	-	-	-	1,627.50	4,500.00	2,872.50	4,500.00
54030 - Tree Maintenance	824.60	-	(824.60)	6,450.60	-	(6,450.60)	-
54050 - Wetland/Habitat Maint.	298.38	-	(298.38)	1,491.90	5,000.00	3,508.10	5,000.00
54070 - Tree Pruning/Removal/Replacement	-	-	-	1,139.25	4,400.00	3,260.75	4,400.00

Whipple Creek Place HOA

Statement of Revenues and Expenses 11/1/2025 - 11/30/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Total Landscaping	4,125.45	3,002.47	(1,122.98)	46,009.44	49,927.17	3,917.73	52,929.60
Maintenance & Repairs							
55050 - Play Equipment Maint.	-	-	-	2,231.08	2,800.00	568.92	2,800.00
55450 - Fence	-	-	-	-	500.00	500.00	500.00
55650 - Pest Control	-	-	-	-	221.56	221.56	221.56
Total Maintenance & Repairs	-	-	-	2,231.08	3,521.56	1,290.48	3,521.56
Total Expense	8,566.77	6,926.12	(1,640.65)	111,497.98	116,702.88	5,204.90	123,880.00
Operating Net Total	(3,895.34)	(6,626.12)	2,730.78	28,438.22	6,877.12	21,561.10	-

Whipple Creek Place HOA

Statement of Revenues and Expenses 11/1/2025 - 11/30/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Income Reserve							
41001 - Association Reserve Assessments	-	-	-	19,220.00	19,220.00	-	19,220.00
41010 - Interest Revenue-Reserve	644.01	300.00	344.01	6,776.82	3,700.00	3,076.82	4,000.00
Total Income Reserve	644.01	300.00	344.01	25,996.82	22,920.00	3,076.82	23,220.00
Total Income	644.01	300.00	344.01	25,996.82	22,920.00	3,076.82	23,220.00
Reserve Net Total	644.01	300.00	344.01	25,996.82	22,920.00	3,076.82	23,220.00
Net Total	(3,251.33)	(6,326.12)	3,074.79	54,435.04	29,797.12	24,637.92	23,220.00

Whipple Creek Place HOA

AP Aging for Ending Date: 11/30/2025

Provider	Current	Over 30	Over 60	Over 90	Total
NEWMAN CERTIFIED PUBLIC ACCOUNTANT, PC Inv # 49994 on 11/30/2025 - - Audit/Tax Prep	40.00	0.00	0.00	0.00	40.00
Total	40.00	0.00	0.00	0.00	40.00

Whipple Creek Place HOA

Ownership Transfers for 11/1/2025 - 11/30/2025

Property	Current Owner	Address	Contact	Settlement	Processed	Previous Owner
813 NW 151st Street	Khoa Tran	813 NW 151st Street, Vancouver WA 98685	thaojasmine@gmail.com\n(503) 868-0009	11/14/2025	11/14/2025	Phillip Krumm
118 NE 153rd St	Gerald Koretke	118 NE 153rd St, Vancouver WA 98685		11/18/2025	11/19/2025	Daniel Koerner

Whipple Creek Place HOA

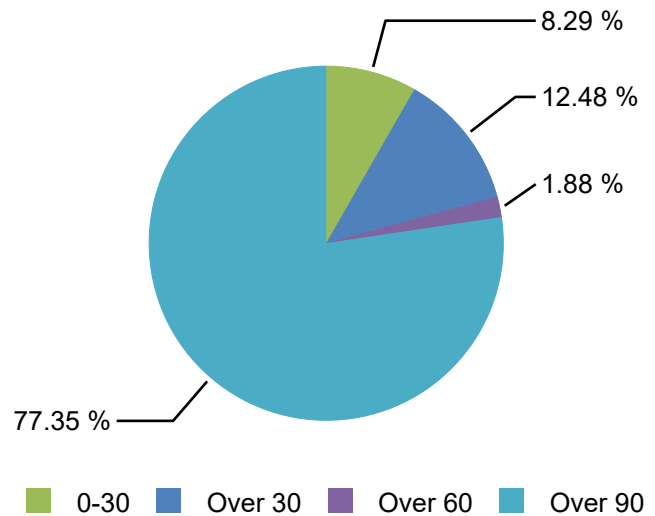
AR Aging - 11/30/2025

SUMMARY

Charge	Balance
Association Operating Assessment (26)	\$11,824.46
Association Reserve Assessment (26)	\$3,386.98
Bank Return - Stop Payment (1)	\$45.00
Collection Turnover Fee (2)	\$3,239.96
Interest (19)	\$6,897.94
Late Fee (30)	\$3,364.00
Miscellaneous Income (3)	\$92.83
Violation (40)	\$11,019.00
Association Reserve Assessment (Bankruptcy) (1)	\$360.00
Collection Turnover Fee (Bankruptcy) (1)	\$1,094.57
Late Fee (Bankruptcy) (1)	\$250.00
Miscellaneous Income (Bankruptcy) (1)	\$16.74
Collection Fee (Bankruptcy) (1)	\$1,177.20
Interest (Bankruptcy) (2)	\$548.63
Violation (Bankruptcy) (1)	\$1,200.00

Total \$44,517.31

DISTRIBUTION



Property	0-30	Over 30	Over 60	Over 90	Balance
203M22588 - 313 NW 152nd St. - Saftich	\$102.87	\$240.12	\$77.62	\$12,697.96	\$13,118.57
(Bankruptcy)					
Late Fee	\$25.00	-	-	\$1,014.00	\$1,039.00
Violation	-	\$50.00	-	\$2,000.00	\$2,050.00
Interest	\$77.87	\$77.62	\$77.62	\$3,165.06	\$3,398.17
Miscellaneous Income	-	-	-	\$33.68	\$33.68
Collection Turnover Fee	-	-	-	\$2,789.12	\$2,789.12
Association Operating Assessment	-	\$97.00	-	\$915.00	\$1,012.00
Association Reserve Assessment	-	\$15.50	-	\$1,035.45	\$1,050.95
Late Fee (Bankruptcy)	-	-	-	\$250.00	\$250.00
Interest (Bankruptcy)	-	-	-	\$24.34	\$24.34
Miscellaneous Income (Bankruptcy)	-	-	-	\$16.74	\$16.74
Collection Turnover Fee (Bankruptcy)	-	-	-	\$1,094.57	\$1,094.57
Association Reserve Assessment (Bankruptcy)	-	-	-	\$360.00	\$360.00
203M22539 - 421 NW 150th Way - Hansen	\$236.63	\$173.88	\$260.38	\$8,170.12	\$8,841.01
Coll Status: Second Notice					
Late Fee	\$25.00	-	-	\$350.00	\$375.00
Violation	\$150.00	-	\$200.00	\$2,400.00	\$2,750.00
Interest	\$61.63	\$61.38	\$60.38	\$2,007.38	\$2,190.77
Miscellaneous Income	-	-	-	\$54.40	\$54.40
Collection Turnover Fee	-	-	-	\$450.84	\$450.84
Association Operating Assessment	-	\$97.00	-	\$1,804.00	\$1,901.00
Association Reserve Assessment	-	\$15.50	-	\$1,103.50	\$1,119.00

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

AR Aging - 11/30/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
203M22713 - 15205 NW 4th Place - Alazrak	\$340.23	\$377.48	\$113.98	\$4,569.56	\$5,401.25
(Bankruptcy)					
Late Fee	\$25.00	-	-	\$225.00	\$250.00
Violation	\$300.00	\$250.00	\$100.00	\$150.00	\$800.00
Interest	\$15.23	\$14.98	\$13.98	\$145.57	\$189.76
Association Operating Assessment	-	\$97.00	-	\$1,033.00	\$1,130.00
Association Reserve Assessment	-	\$15.50	-	\$114.50	\$130.00
Violation (Bankruptcy)	-	-	-	\$1,200.00	\$1,200.00
Interest (Bankruptcy)	-	-	-	\$524.29	\$524.29
Collection Fee (Bankruptcy)	-	-	-	\$1,177.20	\$1,177.20
203M22535 - 321 NW 150th Way - Fox					
Coll Status: Third Late Notice	\$49.62	\$136.87	\$24.37	\$3,016.35	\$3,227.21
Late Fee	\$25.00	-	-	\$350.00	\$375.00
Violation	-	-	-	\$150.00	\$150.00
Interest	\$24.62	\$24.37	\$24.37	\$554.10	\$627.46
Miscellaneous Income	-	-	-	\$4.75	\$4.75
Association Operating Assessment	-	\$97.00	-	\$1,804.00	\$1,901.00
Association Reserve Assessment	-	\$15.50	-	\$153.50	\$169.00
203M22574 - 15013 NW 2nd Ave - Liu					
Coll Status: Third Late Notice	\$36.30	\$224.01	\$11.01	\$1,256.91	\$1,528.23
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Violation	-	\$100.00	-	\$50.00	\$150.00
Interest	\$11.30	\$11.51	\$11.01	\$127.41	\$161.23
Association Operating Assessment	-	\$97.00	-	\$915.00	\$1,012.00
Association Reserve Assessment	-	\$15.50	-	\$114.50	\$130.00
203M22724 - 15213 NW 4th Place - Lanz					
Coll Status: Final Notice	\$184.00	\$271.25	\$7.75	\$892.89	\$1,355.89
Late Fee	\$25.00	-	-	\$125.00	\$150.00
Violation	\$150.00	\$150.00	-	\$50.00	\$350.00
Interest	\$9.00	\$8.75	\$7.75	\$42.89	\$68.39
Association Operating Assessment	-	\$97.00	-	\$603.00	\$700.00
Association Reserve Assessment	-	\$15.50	-	\$72.00	\$87.50
203M22548 - 315 NW 150th Way - Leonard					
Coll Status: Third Late Notice	\$34.38	\$121.63	\$9.13	\$993.28	\$1,158.42
Late Fee	\$25.00	-	-	\$150.00	\$175.00
Interest	\$9.38	\$9.13	\$9.13	\$55.78	\$83.42
Association Operating Assessment	-	\$97.00	-	\$707.00	\$804.00
Association Reserve Assessment	-	\$15.50	-	\$80.50	\$96.00
203M22723 - 515 NW 153rd St - Al Khayat					
Coll Status: Third Late Notice	\$180.38	\$267.63	\$104.13	\$546.76	\$1,098.90
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Violation	\$150.00	\$150.00	\$100.00	\$150.00	\$550.00
Interest	\$5.38	\$5.13	\$4.13	\$9.26	\$23.90
Association Operating Assessment	-	\$97.00	-	\$291.00	\$388.00
Association Reserve Assessment	-	\$15.50	-	\$46.50	\$62.00

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

AR Aging - 11/30/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
203M22667 - 15024 NW 1st Ave - Noel					
Coll Status: Third Late Notice	\$328.24	\$365.49	\$52.49	\$327.08	\$1,073.30
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Violation	\$300.00	\$250.00	\$50.00	\$50.00	\$650.00
Interest	\$3.24	\$2.99	\$2.49	\$3.58	\$12.30
Association Operating Assessment	-	\$97.00	-	\$192.50	\$289.50
Association Reserve Assessment	-	\$15.50	-	\$31.00	\$46.50
203M22573 - 15111 NW 2nd Ave - Mascarenhas					
Coll Status: Third Late Notice	\$33.46	\$121.61	\$9.11	\$811.33	\$975.51
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Interest	\$8.46	\$9.11	\$9.11	\$37.66	\$64.34
Association Operating Assessment	-	\$97.00	-	\$643.17	\$740.17
Association Reserve Assessment	-	\$15.50	-	\$80.50	\$96.00
203M23518 - 423 NW 153rd St - Fernandez					
Coll Status: Second Notice	\$176.88	\$214.13	\$51.13	\$187.50	\$629.64
Late Fee	\$25.00	-	-	\$25.00	\$50.00
Violation	\$150.00	\$100.00	\$50.00	\$50.00	\$350.00
Interest	\$1.88	\$1.63	\$1.13	-	\$4.64
Association Operating Assessment	-	\$97.00	-	\$97.00	\$194.00
Association Reserve Assessment	-	\$15.50	-	\$15.50	\$31.00
203M22657 - 15006 NE 1st Ave - Madrigal					
Coll Status: Courtesy Notice	\$28.19	\$116.59	\$4.09	\$331.50	\$480.37
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Interest	\$3.19	\$4.09	\$4.09	\$12.97	\$24.34
Association Operating Assessment	-	\$97.00	-	\$194.00	\$291.00
Association Reserve Assessment	-	\$15.50	-	\$74.53	\$90.03
203M22676 - 15011 NW 1st Ave - Robinson					
Coll Status: Courtesy Notice	\$225.00	\$250.00	-	-	\$475.00
Late Fee	\$25.00	-	-	-	\$25.00
Violation	\$200.00	\$250.00	-	-	\$450.00
203M22504 - 206 NW 152nd St. - Chang					
Coll Status: Courtesy Notice	\$27.61	\$164.86	\$2.74	\$267.03	\$462.24
Late Fee	\$25.00	-	-	\$50.00	\$75.00
Violation	-	\$50.00	-	\$50.00	\$100.00
Interest	\$2.61	\$2.36	\$2.74	\$6.37	\$14.08
Association Operating Assessment	-	\$97.00	-	\$129.66	\$226.66
Association Reserve Assessment	-	\$15.50	-	\$31.00	\$46.50
203M22445 - 815 NW 150th St. - Creamer					
Coll Status: Final Notice	\$26.38	\$157.50	\$6.63	\$155.40	\$345.91
Late Fee	\$25.00	-	-	\$25.00	\$50.00
Interest	\$1.38	-	\$6.63	\$17.90	\$25.91
Bank Return - Stop Payment	-	\$45.00	-	-	\$45.00
Association Operating Assessment	-	\$97.00	-	\$97.00	\$194.00
Association Reserve Assessment	-	\$15.50	-	\$15.50	\$31.00
203M22602 - 305 NW 153rd St - Watson					
Coll Status: Courtesy Notice	\$25.00	\$213.63	\$50.00	-	\$288.63
Late Fee	\$25.00	-	-	-	\$25.00
Violation	-	\$100.00	\$50.00	-	\$150.00
Interest	-	\$1.13	-	-	\$1.13
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

AR Aging - 11/30/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
203M23511 - 223 NW 150th Way - Bergerson					
Coll Status: Second Notice	\$25.00	\$212.50	\$50.00	-	\$287.50
Late Fee	\$25.00	-	-	-	\$25.00
Violation	-	\$100.00	\$50.00	-	\$150.00
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22567 - 309 NW 152nd St. - Roberts	\$125.00	\$162.50	-	-	\$287.50
Late Fee	\$25.00	-	-	-	\$25.00
Violation	\$100.00	\$50.00	-	-	\$150.00
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22690 - 115 NW 150th St - Harding	\$26.38	\$113.63	\$1.13	\$137.50	\$278.64
Late Fee	\$25.00	-	-	\$25.00	\$50.00
Interest	\$1.38	\$1.13	\$1.13	-	\$3.64
Association Operating Assessment	-	\$97.00	-	\$97.00	\$194.00
Association Reserve Assessment	-	\$15.50	-	\$15.50	\$31.00
203M22714 - 15109 NW 1st Ave - Callen					
Coll Status: Second Notice	\$25.00	\$212.50	-	-	\$237.50
Late Fee	\$25.00	-	-	-	\$25.00
Violation	-	\$100.00	-	-	\$100.00
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22693 - 504 NW 152nd St - AMERICAN HOMES 4 RENT					
Coll Status: Second Notice	\$75.00	\$150.00	-	-	\$225.00
Late Fee	\$25.00	-	-	-	\$25.00
Violation	\$50.00	\$100.00	-	-	\$150.00
Association Operating Assessment	-	\$34.50	-	-	\$34.50
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22479 - 811 NW 150th Street - Singh					
Coll Status: Courtesy Notice	\$25.75	\$113.00	\$1.13	\$75.00	\$214.88
Late Fee	\$25.00	-	-	\$25.00	\$50.00
Violation	-	-	-	\$50.00	\$50.00
Interest	\$0.75	\$0.50	\$1.13	-	\$2.38
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22656 - 15018 NE 1st Ave - Lebaron					
Coll Status: Courtesy Notice	\$100.00	\$100.00	-	-	\$200.00
Violation	\$100.00	\$100.00	-	-	\$200.00
203M22677 - 505 NW 152nd St. - Reyes					
Coll Status: Courtesy Notice	-	\$200.00	-	-	\$200.00
Violation	-	\$200.00	-	-	\$200.00
203M22710 - 15031 NW 1st Ave. - Chang					
Coll Status: Second Notice	\$200.00	-	-	-	\$200.00
Violation	\$200.00	-	-	-	\$200.00

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

AR Aging - 11/30/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
203M22474 - 15200 NW 7th Court - Roberts					
Coll Status: Second Notice	\$125.00	\$50.50	-	-	\$175.50
Late Fee	\$25.00	-	-	-	\$25.00
Violation	\$100.00	-	-	-	\$100.00
Interest	-	\$0.50	-	-	\$0.50
Association Operating Assessment	-	\$34.50	-	-	\$34.50
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22470 - 709 NW 150th Street - Morawski					
Coll Status: Second Notice	\$25.00	\$112.50	-	-	\$137.50
Late Fee	\$25.00	-	-	-	\$25.00
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22621 - 329 NW 151st St. - Warnock					
	\$25.00	\$112.50	-	-	\$137.50
Late Fee	\$25.00	-	-	-	\$25.00
Association Operating Assessment	-	\$97.00	-	-	\$97.00
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22569 - 305 NW 152nd St. - Pendergrass					
Coll Status: Account Review (Send to Manager)	\$25.00	\$80.13	-	-	\$105.13
Late Fee	\$25.00	-	-	-	\$25.00
Association Operating Assessment	-	\$64.63	-	-	\$64.63
Association Reserve Assessment	-	\$15.50	-	-	\$15.50
203M22727 - 15026 NE 1st Ave - Dolan					
	\$100.00	-	-	-	\$100.00
Violation	\$100.00	-	-	-	\$100.00
203M22554 - 215 NW 151st St. - Miller					
	\$100.00	-	-	-	\$100.00
Violation	\$100.00	-	-	-	\$100.00
203M22449 - 517 NW 151st Street - Burasvili					
	\$100.00	-	-	-	\$100.00
Violation	\$100.00	-	-	-	\$100.00
203M22643 - 422 NW 152nd St. - Roy					
	\$100.00	-	-	-	\$100.00
Violation	\$100.00	-	-	-	\$100.00
203M22526 - 15005 NW 2nd Ave - Kaur					
	\$100.00	-	-	-	\$100.00
Violation	\$100.00	-	-	-	\$100.00
203M22680 - 513 NW 152nd St - Lange					
Coll Status: Courtesy Notice	-	\$97.50	-	-	\$97.50
Violation	-	\$97.50	-	-	\$97.50
203M22664 - 427 NW 153rd st. - Barkee					
Coll Status: Courtesy Notice	\$26.58	\$50.00	-	-	\$76.58
Late Fee	\$25.00	-	-	-	\$25.00
Violation	-	\$50.00	-	-	\$50.00
Interest	\$1.58	-	-	-	\$1.58
203M22701 - 502 NW 153rd St - Huang					
Coll Status: Second Notice	\$25.00	\$50.00	-	-	\$75.00
Late Fee	\$25.00	-	-	-	\$25.00
Association Operating Assessment	-	\$34.50	-	-	\$34.50
Association Reserve Assessment	-	\$15.50	-	-	\$15.50

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

AR Aging - 11/30/2025

Property	0-30	Over 30	Over 60	Over 90	Balance
203M22705 - 109 NE 150th Street - Zommers					
Coll Status: Courtesy Notice	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22608 - 207 NW 150th Way - Yip	\$50.00	-	-	-	\$50.00
Violation	\$50.00	-	-	-	\$50.00
203M22584 - 307 NW 151st St. - Okhrimenko					
Coll Status: Courtesy Notice	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22674 - 412 NW 153rd St - Lin	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22730 - 526 NW 153rd St - Hoang					
Coll Status: Courtesy Notice	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22614 - 207 NW 153rd St. - Woodall					
Coll Status: Courtesy Notice	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22735 - 15032 NW 1st Ave - Xu	\$50.00	-	-	-	\$50.00
Violation	\$50.00	-	-	-	\$50.00
203M22661 - 15115 NW 1st Ave - Priest	\$50.00	-	-	-	\$50.00
Violation	\$50.00	-	-	-	\$50.00
203M22668 - 15000 NW 1st Ave - Kramer	\$50.00	-	-	-	\$50.00
Violation	\$50.00	-	-	-	\$50.00
203M22641 - 15221 NW 4th Place - Kin					
Coll Status: Courtesy Notice	-	\$50.00	-	-	\$50.00
Violation	-	\$50.00	-	-	\$50.00
203M22622 - 15206 NW 6th Ave - GREYHOUSE LLC	\$50.00	-	-	-	\$50.00
Violation	\$50.00	-	-	-	\$50.00
203M22666 - 408 NW 153rd St - Shan					
Coll Status: Courtesy Notice	\$25.00	-	-	-	\$25.00
Late Fee	\$25.00	-	-	-	\$25.00
203M22651 - 15113 NW 1st Ave - HPA US1 LLC					
Coll Status: Courtesy Notice	\$25.00	-	-	-	\$25.00
Late Fee	\$25.00	-	-	-	\$25.00
203M22634 - 15016 NW 1st Ave - HPA Borrower 2018-1 MS LLC					
Coll Status: Courtesy Notice	-	\$21.50	-	-	\$21.50
Violation	-	\$21.50	-	-	\$21.50
Total:	\$3,688.88	\$5,555.44	\$836.82	\$34,436.17	\$44,517.31
Property Count:	42	38	18	16	

(*** indicates previous owners)

(Bankruptcy) indicates owners with bankruptcy Action Items

Whipple Creek Place HOA

Pre Paid Homeowners For 11/30/2025

Account	Property	Owner Name	Credit Amount
203M22678	509 NW 152nd St	Mei-Chuan Wu	2,362.50
203M22624	203 NW 150th Way	Klava Socha	1,170.00
203M22488	15206 NW 7th Court	Robert Shannon	1,148.35
203M22820	418 NW 152nd St.	Yon Park	950.00
203M22460	509 NW 150th Cir.	Sharie Lewis	945.00
203M22732	15105 NW 1st Ave	Yang Yaohua	742.75
203M22731	409 NW 152nd St	Hsiao Yih Chow	592.50
203M22514	312 NW 153rd St	Robert Coenen	495.00
203M22585	222 NW 151st St.	Charles Feely	491.00
203M22524	419 NW 150th Way	Bryan Jones	337.50
203M22597	15205 NW 2nd Ave	Andrew Shaddy	270.00
203M22579	207 NW 152nd St.	Jodie Peterson	187.50
203M22694	15020 NW 1st Ave.	Graham Chant	172.50
203M24172	323 NW 150th Way	Abigail Fulton	170.95
203M22627	106 NW 152nd St	Starr Winborne-Smith	135.00
203M22673	15004 NW 1st Ave	Rusty Smith	120.00
203M22462	501 NW 150th Circle	Christopher Newcomb	113.63
203M22558	116 NW 153rd St	Tyler Pagel	112.50
203M22662	15017 NE 1st Ave	Byung Ho	112.50
203M22545	15017 NW 2nd Ave	Qi Jing	112.50
203M22737	15209 NW 4th Place	Taylor Harder	112.50
203M22520	15213 NW 2nd Ave	Paul Gohlke	112.50
203M22518	222 NW 153rd St.	Richard DeNise	112.50
203M22502	319 NW 150th Way	Jonathan Caldwell	85.00
203M22631	503 NW 153rd St	Tiffany Wildfang	62.50
203M22448	605 NW 151st Street	James Deane	50.00
203M22444	15005 NW 7th Avenue	Jeromie Buttrey	47.75
203M22733	15201 NW 4th Place	Brian Stecker	47.62
203M22716	514 NW 153rd St	EJ Ventures	30.00
203M22552	214 NW 150th Way	Victor Logreco	25.00
203M22538	409 NW 150th Way	Kristina Fisher	25.00
203M22466	15215 NW 7th Court	Paul Hubbard	7.50
203M22562	320 NW 150th Way	James Quann	3.79
203M22572	401 NW 150th Way	Chris Morrison	3.38
203M22642	410 NW 152nd St	June Lee	2.50
203M22496	511 NW 151st Street	Kuniko Wilczek	.07
Total			11,469.29

(*** indicates previous owners)

LANDSCAPE MATTERS

Frontier Landscaping, Inc.

Service is Our Business, Performance a Priority,
Customer Satisfaction Our Goal

Proposal/Contract

Date: 12/2/2025 11:50 AM
**Whipple Creek Place HOA c/o Invest West
Mgmt
Suzanne Ashby
12503 SE Mill Plain Blvd #260
Vancouver, WA 98684**

Bid Date: 11/25/2025
Phone: 360-254-5700
Email: sashby@iwmhoa.com
Work Site: 809 NW 151st Street
Vancouver, WA 98685

Proposed By: Steve Pash

We are pleased to submit a proposal for the above referenced. Below please find our list of proposed items.

#	Item	Description	Qty	Cost
1	Stump(s)	Stump Grinding Locate needed Location: East of the playground on NW 4th AVE (2 Stumps) Grind Stump 12 " deep. Back fill to a level grade and dispose of all the excess debris. **Note: Please let us know if you would like our assistance with the removal and cleanup of all the stump grinding debris to restore your yard. Due to the inability to locate sprinkler lines, drainage or area lighting, etc, Frontier Landscaping, Inc. can not guarantee that during the stump grinding process that any irrigation, drainage or area lighting near the stump will not be damaged. If damages do occur, we can schedule an irrigation tech to come out and repair any damages at \$85.00 per hr plus any parts. Please note that this will not necessarily be scheduled the same day.	0	\$720.00

Frontier Landscaping, Inc.

Service is Our Business, Performance a Priority,
Customer Satisfaction Our Goal

Proposal/Contract

Notes:

Total Cost of Work: \$720.00


Customer Signature

12/2/2025
Date

Sales Tax Not Included

Agreement: This proposal is for immediate acceptance, and becomes a contract only upon acceptance by Purchaser and approval by Contractor. Upon execution, you have agreed to the Terms and Conditions that follow this Proposal/Contract and have acknowledged the Guarantee. Please initial the Terms and Conditions, sign and date the Guarantee, sign and date the Disclosure Notice, and return with the signed contract.

COVID-19/Supply Chain Note- Due to the ever changing availability of products, there may be the need to make changes or substitutions for products. We strive to minimize this as much as possible, but unfortunately this is out of our control. If any major changes are needed, we will discuss options at that time. Thank you in advance for your understanding on this!

TERMS AND CONDITIONS

Proposal/Contract: This proposal becomes a formal offer when signed by an authorized agent of Frontier Landscaping, Inc. ("Contractor") This proposal shall automatically expire at 12:00 noon on the 30th day following date of this proposal unless accepted and executed by Owner/Authorized Representative ("Owner"). The Term of this Contract begins upon acceptance of Owner. This Contract is contingent on items beyond Contractor's control such as weather, theft, vandalism, accidents and Acts of God.

Payment: 1/2 down payment required at start of work, balance due upon completion. **There is a 3% processing fee (subject to change) on all credit card payments.** Each installment for which payment is not received within ten (10) days from the due date thereof shall earn interest thereafter at the highest rate permitted by law, not to exceed twelve percent (12%) per annum on the entire balance. Owner agrees to pay all collection expenses, including reasonable attorney fees incurred in the collection of any amount payable hereunder, whether or not suit or other action is filed, and upon appeal or in a Bankruptcy proceeding.

PLEASE NOTE: By signing this Contract, Owner agrees he/she has read and understands the Terms and Conditions and the Guarantee.

Changes/Extras: Alterations, additions, or deviations to the said Contract requested by Owner shall be charged to Owner at the Contractor's normal selling price. At the time of any alterations, additions or deviations, a new Contract or Addendum will be drawn up for acceptance.

Concealed Contingencies: The contract proposal is subject to extra charges for concealed contingencies such as rock, debris, poor drainage, etc., which are not readily apparent in estimating the material and work specified. The site will be received by the Contractor at a finished grade, properly drained, and in a clean, workable condition.

Property Lines: The Owner will be responsible for the location of all property lines and corners. The Contractor will not be responsible for any construction work that may infringe upon a property line or corner.

Permits: All necessary construction permits will be obtained and paid for by the Owner unless specified in this contract.

Mediation: Should the parties to this Contract find themselves in a dispute they are unable, in good faith, to resolve, prior to filing suit or action, each party agrees to meaningfully participate in the Mediation process with a Mediator chosen by the parties, for a period of 14 days. If the parties are unable to agree on a Mediator, they shall apply to the Presiding Judge of the County where the work is performed for appointment of a Mediator. The parties shall pay equally for the cost of the Mediator. Contractor shall be able to record a Contractor's Lien during the Mediation period.

Owner Initial's _____

GUARANTEE

This guarantee covers all materials provided and installed by Frontier Landscaping, Inc. for one full year from date of job completion. All work to be completed in a professional manner according to standard practices. Guarantee excludes items beyond our control (i.e. accidents, theft, vandalism, or Acts of Nature or God).

Woody plant materials purchased from our company will be guaranteed to live for one year, provided proper care is given to plants by owner, according to our specifications (i.e. watering, fertilizing, etc.). All plants that fail to survive under this guarantee will be replaced once at the end of the guarantee period with the same type and size as originally specified. This guarantee does not cover any materials that are transplanted or disturbed by others not affiliated with Frontier Landscaping, Inc. within the one year period.

Guarantee excludes plant materials of a perishable nature (i.e., annuals, perennials, roses, plants in tubs, planter boxes).

A uniform stand of grass will be guaranteed on seeded lawns, providing proper maintenance practices are carried out. Sod will be guaranteed for the first growing season if proper maintenance practices are followed (i.e., watering, fertilizing, mowing, etc.). If the final product is disturbed by others not affiliated with Frontier Tree Service within the one year period, this guarantee will be voided.

We will not be responsible for damage to any underground utilities (anything not located by a local utilities locating company) unless notified before job starts of exact location of utilities.

This entire guarantee is void if terms of payment according to the contract are not fulfilled.

DISCLOSURE NOTICE

This contractor is registered with the State of Washington, Registration No. FRONTLI957M5, as a general/specialty contractor and has posted with the State a bond or cash deposit of \$12,000/\$6,000 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is April 7, 2026.

THIS BOND OR CASH DEPOSIT MAY NOT BE SUFFICIENT TO COVER A CLAIM WHICH MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000/\$6,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor on your job, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.



Proposal

New Day Arborist
1415 Northeast 199th Street
Ridgefield, WA 98642
360-887-6955

Whipple Creek Place HOA 20251217

Wednesday, December 17, 2025

Whipple Creek Place HOA
Ray Norman
213 NW 151st St
Vancouver, WA 98685
Phone: 360-210-9464

Salesperson: Andrew Craig
503-631-4760
Andrew@newdayarborist.com

Worksite: Common space adjacent to
504 NW 152nd St
Vancouver, WA 98685

#	Item	Description	Qty	Cost
1	Ash	Emergency - Cleanup Clean up to 2 failed Raywood Ash in the common space. Haul all wood. No stump grinding. Includes cleanup and removal of brush (8" and smaller) produced- unless otherwise agreed to by salesman and client Wood over 8" left on site unless otherwise stated above. Final cleanup and dump fees for storm work.	0	\$3,300.00

Subtotal:	\$3,300.00
Tax:	\$290.40
Total:	\$3,590.40
Total Due by Check:	\$3,590.40

CREDIT CARD FEES WILL APPLY

Customer Signature

Date

17 Dec 25



Proposal

New Day Arborist
1415 Northeast 199th Street
Ridgefield, WA 98642
360-887-6955

Whipple Creek Place HOA 20251219

Friday, December 19, 2025

Whipple Creek Place HOA
Ray Norman
213 NW 151st St
Vancouver, WA 98685
Phone: 360-210-9464

Salesperson: Garrett Day
360-980-1536
garrett@newdayarborist.com

Worksite: Common space adjacent to
504 NW 152nd St
Vancouver, WA 98685

#	Item	Description	Qty	Cost
1	Ash	Stump Grinding Grind 2 Raywood Ash stumps Diameter at soil: 24"-30" New Day Reserves the right to subcontract certain stumps. We have a contract with one sub-contractor who assists on larger stumps. Schedule may vary based on stump. Average stump grind includes: Grinding 6-10 inches below existing grade On average 12" outside root flare. chasing visible roots- usually no smaller than 3" Stump grind material is not removed as standard. Additional charges will apply for increased grinding depth, and chasing additional roots. Removal of debris charged at \$10/ debris bucket- (3/4 of a 32gallon trash can) NOT RESPONSIBLE: New Day Arborist is not responsible for unseen objects buried near stumps and roots. Mark all irrigation lines and sprinkler heads, drain lines. We are not responsible for irrigation boxes/water meter boxes/low voltage lighting ect. buried under the soil. If object is broken, New Day can repair for cost of parts plus hourly labor. If Alpine Magnum Portable stump grinder must be used- We will get the stump down below grade- Chasing roots, and deep grinding is exceptionally hard- Additional time may be required and added to final bill, if the client desires deep grinding.	0	\$675.00



Proposal

New Day Arborist
1415 Northeast 199th Street
Ridgefield, WA 98642
360-887-6955

Subtotal:	\$675.00
Tax:	\$59.40
Total:	\$734.40
Total Due by Check:	\$734.40

Customer Signature

Date

CREDIT CARD FEES WILL APPLY



1415 Northeast 199th Street Ridgefield, WA 98642

Terms and Conditions

Payment

Payment shall be due to *New Day* upon completion of work unless otherwise agreed upon in writing by *New Day* and *Client*.

New Day does not offer cash discounts.

Payment made via credit card shall be subject to a 3.5% processing fee. Payment made via check or debit card shall not be subject to a processing fee.

Past Due Balance: All amounts owing not paid by *Client* within thirty (30) days of completion of work shall be deemed to be in default and (i) shall be subject to a late fee of ten percent (10%) of the default amount and (ii) shall accrue interest at a default rate of eighteen percent (18%) per annum. If it becomes necessary for *New Day* to enforce payment, *Client* agrees to pay all collection costs including but not limited to attorney fees, regardless of whether legal action is filed with the courts.

Costs and Payment- Subcontractors: Upon receipt of an order to utilize a subcontractor, *New Day* requires a fifty-percent (50%) down payment from *Client* for all subcontracted services. Upon receipt of such down payment, *New Day* will schedule subcontractors. If *Client* terminates the Work Order following acceptance, *New Day* retains the right to retain charges for costs associated with the subcontractor. Any pre-payment made by the *Client* that is above subcontracted charge will be returned. Subcontracted work may exceed original bid amount.

Change Order

Any work requested by *Client* above and beyond the work described in the Work Order shall require a written Change Order signed by *Client* and *New Day* which shall include the additional charges associated with such additional work.

However, *New Day* reserves the right to modify work identified on the Work Order without the consent of *Client* if work conditions are deemed to be unsafe (in the sole discretion of *New Day*) or if additional equipment is required because of conditions not fully communicated to *New Day* by *Client*.

Cancellation

Client may cancel scheduled work in writing without penalty or obligation with a minimum of seventy-two (72) business hours' notice prior to the project's scheduled date to begin. A 10% cancellation fee will be assessed if such notice is not given. Work scheduled to be performed within seventy-two (72) business hours constitutes a waiver of any right to cancel.

Bill Splitting

New Day Arborist does not split bills. Sharing bills for tree/ shrub/ hedge maintenance is the responsibility of the *Client*. Our *Client* is responsible for the total cost of the Work Order.



1415 Northeast 199th Street Ridgefield, WA 98642

Site Issues

Client shall be solely responsible for properly defining all property lines and *New Day* shall have no liability for work performed based on reliance on *Client's* instructions relating to such property lines. *Client* shall indemnify and hold *New Day* harmless from any dispute related to property lines or services rendered that are disputed by adjacent property owners or any others affected by the work performed by *New Day*.

Client must allow *New Day* access to the property identified in the Work Order for any purpose contemplated by the work performed (or to be performed) by *New Day*. *Client's* failure to promptly provide such access shall result in the termination of the Work Order without further notice.

Client is responsible for moving all personal property that might be affected by the work performed by *New Day* including, but not limited to, yard ornaments, vehicles, boats, trailers or other delicate items. *New Day* reserves the right to increase the cost agreed upon in the Work Order for the reasonable time and effort spent moving *Client's* personal property or awaiting such removal by a third party.

Due to the unpredictable nature of the work performed by *New Day*, specifically cabling and bracing trees, *Client* agrees to indemnify and hold *New Day* harmless for any loss or damage resulting from cabling or bracing system failure. *Client* understands and agrees that the work performed by *New Day* is akin to large scale construction. Heavy equipment is utilized routinely, and reasonable care will be taken by *New Day* to protect lawn, shrubs, trees and structures. However, *New Day* can not and does not guarantee that lawn, shrubs, trees and structures will not be damaged during the work performed. However, *New Day* agrees, in its own discretion, to reseed any damaged lawn (turf) and replace any damaged shrubs or trees with similar species in common sizes.

New Day Arborist adheres to the ISA's (International Society of Arboriculture), TCIA's (Tree Care Industry Association), and OSHA's (Occupational Safety and Health Administration) tree health and safety standards.

Client guarantees that all trees, plants, and property upon which work is to be carried out are either owned by him/her or that permission for the work has been acquired in writing from the owner, and provided to *New Day Arborist*. *New Day Arborist* is not responsible for any claims for damages resulting from the customer's failing to obtain such permission.

In rare cases large trees, both living and dead may represent unforeseen circumstances that are out of our control. These circumstances typically can only be seen from a "birds eye view" or once we have ascended the tree. If the tree(s) we are removing should have one or more of these unforeseen issues, it may require more time or alternative measures to bring the tree to the ground safely. This may affect the price quoted and will be discussed with you upon discovery, before proceeding.



1415 Northeast 199th Street Ridgefield, WA 98642

Neighbors: *Client* is responsible for resolving property line or neighbor disputes *in advance* of project and agrees to defend New Day against any and all fines or legal actions. New Day's liability is limited to it's on- site work. See *Standby Time*.

Pets: All pet waste on property should be removed prior to the arrival of our crew. If pet waste is present in the work zone upon the crew's arrival, a pest waste fee of minimum \$100 can be applied to your invoice at New Day's discretion. Pets should be secured indoors or out of the work zone during operations for the safety of the pets and employees.

Fallen Fruit: New Day is not responsible for picking up and cleaning excess fruit on the ground. New Day will clean the area as best as possible without removing fallen fruit.

Water features: *Client* is responsible for covering all water features such as ponds, fountains or pools. New Day is not responsible for sawdust in water features. Sprinklers should be marked or flagged.

Quality Concerns

Any quality concerns shall be submitted in writing within 72 hours of the job completion. Scope of work originally provided by salesman shall supersede all concerns, and will be referred to in comparison with work completed. Crew is instructed not to deviate from the scope of work originally provided by salesman. *New Day* does not warrantee any work directed by homeowner while crew is on site unless there is a signed change order and discussion with original salesman has occurred.

Permits

Client shall be solely responsible for all permit fees/costs, acquisition and municipal code compliance unless noted in the Work Order. *New Day* can assist *Client* with permit requirements for a service fee to be defined in the Work Order, plus all permit fees/costs.

Sales and Consulting

For best results, an in-person consultation is recommended. *New Day* stands behind its services and will do everything reasonable to make sure *Client* is fully satisfied with all work performed. However, *Client's* unavailability for an in-person consultation prior to or during the work performed will result in discretionary decisions being made by *New Day* regarding the manner in which work is performed. *Client* acknowledges and agrees that any misunderstanding regarding the scope and manner of work performed will be at *Client's* own risk if *Client* fails to attend an in-person consultation. All quality assurance concerns shall be at the sole discretion of Garrett Day of *New Day*.

Scheduling

Client will receive a scheduling email from *New Day* regarding the Work Order. *New Day* has multiple crews and does multiple jobs each day but will make reasonable effort to provide an accurate arrival time at the job site identified in the Work Order. (Note that the first job of each day usually commences between 7:45am – 8:15am and each subsequent job during the day is



1415 Northeast 199th Street Ridgefield, WA 98642

affected by the completion time of the previous job). Due to the unpredictability of the type of work performed by *New Day*, there is a possibility that any given job will require rescheduling so that crews have adequate time to provide quality work in a safe environment. Therefore, *New Day* reserves the right to reschedule *Client's* job on short notice if, in *New Day's* sole discretion, rescheduling becomes necessary.

Rescheduling: *New Day* requires seventy-two (72) business hours' notice in the event your project needs to be rescheduled. Should less notice be given, *New Day* reserve the right to assess a fee of 10% of the project total.

Standby time: Stand-by time will be billed at \$135/ manhour in the event our crew arrives on site as scheduled and is unable to begin your project due to circumstances out of our control, such as blocked access, dogs, locked gates, vehicles, etc.

Annual Programs

Our plant healthcare and maintenance pruning are annual programs and will automatically continue until customer notifies our office in writing of any changes. Some work is weather permitting. We do not warranty our plant healthcare programs, nor do we guarantee our services will work. Our maintenance pruning does not include or cover any storm related, high winds, vandalism, or any other acts of tree damage out of our control.

Tree Planting

Guarantee Installation: *New Day* guarantees the proper installation of trees and shrubs, including but not limited to staking, depth and placement and use of 3-way soil. We take pride in our craftsmanship and are committed to delivering high-quality installation services.

Warranty Disclaimer: Please be advised that trees and shrubs installed by *New Day* are not warranted. Due to the dynamic nature of weather conditions, changes in the surrounding environment, variations in watering practices (over or under), and other circumstances beyond our control, we cannot guarantee the ongoing health or viability of trees and shrubs post-installation.

Customer responsibility for Ongoing Care: As the *Client*, you are solely responsible for the ongoing care and maintenance of the trees and shrubs following installation. This includes but is not limited to regular watering, pruning and any possible pest control measures. Failure to provide adequate care may result in adverse effects on the health and longevity of the plants.

Costs and Payment: Upon receipt of an order to purchase trees and/or shrubs, *New Day* requires a fifty-percent (50%) down payment from *Client* for all items ordered. Upon receipt of such down payment, *New Day* will purchase trees and/or shrubs. If *Client* terminates the Work Order following the purchase of the ordered trees and/or shrubs but prior to planting, *New Day* retains the right to charge *Client* for reimbursement of the costs associated with the purchase of the trees and/or shrubs. This includes but is not limited to the price of the plants, pickup and delivery, potential maintenance while in our care.



1415 Northeast 199th Street Ridgefield, WA 98642

Stump Grinding

New Day shall not be liable for unseen objects buried near stumps or roots including, but not limited to, irrigation boxes, water meter boxes, low voltage lighting, cable tv lines, irrigation lines, drip lines or any other obstacle buried under the soil. It is *Client's* sole responsibility to know and visibly mark the location of irrigation lines, heads and drain lines.

If an unseen object or line is broken due to the work performed by *New Day*, *New Day* at its discretion, may present *Client* with an estimate for fixing the broken object or line. *New Day* at its discretion, may hire a subcontractor to fix objects or lines. *Client* may elect to fix the broken object or line on their own (or via their own contractor).

New Day DOES NOT remove stump grinding debris unless removal is noted on the Work Order.

Tree Related Emergency Services

New Day will make every effort to minimize potential property damage. However, Due to the hidden dangers faced by arborists during emergency tree work, personnel safety comes first and therefore we will not assume liability during emergency situations.

Media Content

Client authorizes *New Day* and its employees to utilize pictures and videos of work being performed on the property described in the Work Order for training and marketing purposes. *New Day* shall not utilize names, property addresses, license plates or other personal information in any marketing content without the written consent of *Client*.

Plant Healthcare /Pesticide Information

Upon request, *New Day* will provide *Client* with a copy of the manufacturer's specimen label and the "safety data sheet" for the pesticide(s) which will be used on the property identified in the Work Order. All such pesticide(s) will be stored in a container that is impervious to that pesticide and sufficiently strong to prevent leakage arising from the ordinary risk of handling and transport.

Warranty and Disclaimers.

New Day warrants that it will comply with the laws and regulations applicable to *New Day's* business in the performance of the Services.

EXCEPT AS SET FORTH IN THIS AGREEMENT, *New Day* MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES. *New Day* HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. *New Day* SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS OUTSIDE THE REASONABLE CONTROL OF *New Day*. IN NO EVENT WILL *New Day* BE LIABLE TO *Client*, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL,



1415 Northeast 199th Street Ridgefield, WA 98642

PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. *New Day's* AGGREGATE LIABILITY HEREUNDER FOR ALL DAMAGES ARISING UNDER OR RELATING TO THE PROVISION OF SERVICES, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF REGULAR MONTHLY FEES ACTUALLY RECEIVED BY *New Day* FROM *Client* FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE MONTH IN WHICH THE INCIDENT CAUSING THE DAMAGES AROSE. THE LIMITATION ON LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES SHALL BE AGGREGATED, TO DETERMINE IF THE LIMIT HAS BEEN REACHED. THE ABOVE LIMITATIONS OF LIABILITY REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES IN VIEW OF THE FAVORABLE FEES BEING CHARGED BY *New Day* RELATIVE TO THE SERVICES DESCRIBED HEREIN AND ARE MATERIAL TERMS HEREOF.

General Provisions.

Assignment. Neither party may assign this *Agreement*, in whole or in part, without the other party's prior written consent, except that *New Day* may assign this *Agreement* without *Client's* consent in the case of a merger, reorganization, acquisition or consolidation of *New Day's* business organization. Any attempt to assign this *Agreement* other than as permitted herein will be null and void. Without limiting the foregoing, this *Agreement* will inure to the benefit of and bind the parties' respective successors and permitted assigns.

Force Majeure. No failure or omission by the parties hereto in the performance of any obligation of this *Agreement* shall be deemed a breach of this *Agreement*, nor shall it create any liability, provided the party uses reasonable efforts to resume performance hereunder, if the same shall arise from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following, which, for the purpose of this *Agreement*, shall be regarded as beyond the control of the parties in question: (a) acts of God; (b) acts or omissions of any governmental entity; (c) any rules, regulations or orders issued by any governmental authority or any officer, department, agency or instrumentality thereof; (d) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, strikes and lockouts; or (e) utility or telecommunication failures.

Governing Law. This *Agreement* will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this *Agreement* will be brought exclusively in the federal or state courts located in Clark County, in the State of Washington, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.



1415 Northeast 199th Street Ridgefield, WA 98642

Attorney Fees. In the event of a default under this *Agreement*, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation attorney fees. Additionally, in the event a suit or action is filed to enforce this *Agreement*, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including reasonable attorney fees

Notices. Any legal notice under this *Agreement* will be in writing and delivered by personal delivery or first-class USPS mail. Notices will be deemed to be effective upon personal delivery or upon the postmark date of mail sent via the USPS. Notice shall be delivered to the address provided by the parties upon execution of this *Agreement*. Such address may be changed from time-to-time by the parties.

Entire Agreement. This *Agreement* is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter.

Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this *Agreement* to be unenforceable, that provision of the *Agreement* will be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this *Agreement* will continue in full force and effect.

Waiver. Failure of either party to insist on strict performance of any provision herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.

Modifications. *New Day* may make modifications to this *Agreement* by posting the modifications to the weblink this *Agreement* is located at. Client agrees to the updated version thirty days following posting of the modified terms.

New Day Arborist Subscription Service

The following are the benefits members receive when they are subscribed to NDA Subscription.

- **Priority Scheduling** – Subscription members will receive priority scheduling on their accepted jobs. We will schedule members before nonmembers (when jobs have been accepted on the same day. Our goal is to reduce your wait time by up to 50%. In other words, if our current backlog is 6 weeks, your job will be scheduled in approximately 3!
- **10% discount on all New Day Arborist labor** – The work you request will be proposed, then a 10% discount will be applied, all except materials, trucking fees, dump fees, permit fees, and Subcontractors.
- **Yearly Assessment** - One Tree Inspection will be made during the year. A Tree inspection includes a visual observation of tree health, structure, and/or form to provide information to the tree owner or manager to guide tree health care or management decisions. While tree inspection is part of tree risk assessment, it is not meant to be a tree risk assessment.



1415 Northeast 199th Street Ridgefield, WA 98642

- Priority Response During a Storm – Members have the benefit of priority care and scheduling during a storm. Should a tree emergency occur within your landscape, simply let us know and we will prioritize your work ahead of our regularly scheduled clients to mitigate that emergency. A certified arborist will contact you within 24 hrs of your contact. Should a storm be forecasted and create known damage, we will contact you by phone and email at least once. We will request any current or imminent tree updates or failures. Members will have priority scheduling during storm events.
 - o Member and non member emergencies will still be scheduled in order of severity. However Member emergencies will be prioritized over non member emergencies of the same severity. For example- a small tree fallen in the back yard of a member, is a lower priority than a 150ft tree over a children's hospital.
- Post-storm inspection—We're lucky; we generally don't have a devastating storm every single year, but we do have them often! After a damaging storm and after the storm clean-up has been completed, a certified arborist will stop by to visually inspect your trees for any unseen damage. Of course, should we find any damage, we will describe a management plan to present to the member, with an estimate to mitigate any concerns found. Post storm inspection shall count towards a members yearly inspection visit.
- HOA Pricing- New Day Arborist will determine price for HOA membership based on number of units, size of property, and number of trees.
 - o All HOA's, that are subscribed to NDA subscription service, initially will have the discount extended to all HOA member individuals.
 - o New Day reserves the right to not work for individual HOA members, and can rescind the discount at our discretion.

How we describe a storm – “Weather strong enough to create known tree damage.” The local population has been warned from local news outlets of an impending weather event. There is known potential of property and tree damage from extreme wind, snow, ice, or flood.

The main thing is communication! We do have what is sometimes called Micro Bursts, heavy winds or weather in a small location. These are generally not forecasted or reported, so, if you notice tree damage in your landscape, *Client*

New Day reserves the right to change the offerings of the subscription service and will notify clients if this occurs. Changes will not take effect until subscription renews for the upcoming year.



To: See client information on page one of this proposal

NOTICE TO OWNER

(Pursuant to RCW 60.04.031)

IMPORTANT: READ THE ENTIRETY OF THIS NOTICE CAREFULLY.

PROTECT YOURSELF FROM PAYING TWICE.

To: See client information on page one of this proposal

DATE: See page one of this proposal

From: **New Day Maintenance LLC (DBA) New Day Arborist**

AT THE REQUEST OF: Garrett Day (Owner)

THIS IS NOT A LIEN: This notice is sent to you to tell you who is providing professional services, materials or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take note that laborers on your project may claim a lien without sending you a notice.

OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY

Under Washington law, those who furnish labor, professional services, materials or equipment for the repair, remodel or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review the back of this notice for more information and ways to avoid lien claims.

COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY

New Day Maintenance LLC has or will be providing professional services, materials or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fails to pay **New Day Maintenance LLC**, **New Day Maintenance LLC** may file a lien



To: See client information on page one of this proposal

against your property. A lien may be claimed for all professional services, materials or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to your property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Sender: New Day Maintenance LLC
1415 NE 199th St.
Ridgefield, WA 98642

Claimant Contact: Garrett Day (360)-887-6955

IMPORTANT INFORMATION ON THE FOLLOWING PAGE

Brief description of services, materials or equipment provided or to be provided:

Tree Removal, Tree Pruning, Stump Grinding, Consultation, or similar work. For an exact description of work, refer to the scope of work depicted above.

IMPORTANT INFORMATION FOR YOUR PROTECTION

THIS NOTICE is sent to inform you that **New Day Maintenance LLC** has or will be providing services, materials or equipment for the improvement of your property. **New Day Maintenance LLC** expects to be paid by the person who ordered their services, but if they are not paid, they have the right to enforce their claim by filing a construction lien against your property.

LEARN more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.

COMMON METHODS TO AVOID CONSTRUCTION LIENS: There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods:

DUAL PAYCHECKS (Joint Checks): When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.



To: See client information on page one of this proposal

LIEN RELEASES: You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.

**YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT
YOUR PROPERTY FROM LIENS**

***YOUR PRIME CONTRACTOR AND YOUR CONSTRUCTION LENDER ARE REQUIRED
BY LAW TO GIVE YOU WRITTEN INFORMATION ABOUT LIEN CLAIMS. IF YOU
HAVE NOT RECEIVED IT, ASK THEM FOR IT.***

Garrett Day, Agent for Claimant



To: See client information on page one of this proposal

NOTICE OF RIGHT TO A LIEN

(ORS 87.021)

**Warning: Read this notice.
Protect yourself from paying any contractor or
supplier twice for the same service.**

This is presented to all clients who intend to contract with New Day Arborist:
Client and Address information is located on page one of this proposal
Date of mailing: See page one of this proposal

This is to inform you that New Day Maintenance LLC (DBA) New Day Arborist has begun to provide Tree Removals, Tree Pruning, Stump Grinding, Consultation, or other similar work. For an exact depiction of work provided, refer to the proposal above.

A lien may be claimed for all materials, equipment, labor and services furnished after a date that is eight days, not including Saturdays, Sundays, and holidays, as defined in ORS 187.010, before this notice was mailed to you. Even if you or your mortgage lender has made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

THIS IS NOT A LIEN. It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

This notice has been sent to you by:

Name: New Day Maintenance LLC (DBA) New Day Arborist

Address: 1415 NE 199th St. Ridgefield, WA 98642

Phone: (360)-887-6955

If you have questions about this notice, feel free to call us (the sender) at the phone number above.

Under Oregon's laws, those who work on your property or provide labor, equipment, services or materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, materials suppliers, rental equipment suppliers, service providers or laborers, or neglects to make other legally required payments, the people who are owed money can look to your property for payment, even *if you have paid your contractor in full*.

The law states that all people hired by a contractor to provide you with materials, equipment, labor or services must give you a *Notice of Right to a Lien* to let you know what they have provided.



To: See client information on page one of this proposal

WAYS TO PROTECT YOURSELF ARE:

- RECOGNIZE that this *Notice of Right to a Lien* may result in a lien against your property unless all those supplying a *Notice of Right to a Lien* have been paid.
- LEARN more about the lien laws and the meaning of this notice by contacting an attorney, the firm sending this notice, or the Construction Contractors Board (CCB). *NOTE: CCB cannot give legal advice.*
- ASK for a statement of the labor, equipment, services or materials provided to your property from each party that sends you a notice of right to a lien.
- WHEN PAYING your contractor for materials, equipment, labor or services, you may make checks payable jointly to the contractor and the firm furnishing materials, equipment, labor or services for which you have
- OR use one of the methods suggested by the "Information Notice to Owners About Construction Liens." If you have not received this notice from your contractor, contact the Construction Contractors Board.
- GET EVIDENCE that all firms from whom you have received a notice of right to a lien have been paid or have waived the right to claim a lien against your property.
- CONSULT an attorney, a professional escrow company or your mortgage lender.

Learn more about the lien laws by reviewing the *Construction Liens* pamphlet on the Construction Contractors Board website at <https://www.oregon.gov/CCB/Documents/pdf/constructionlienspamphlet.pdf>.

87.021 Notice to owners; notice from owner to original contractor; effect of failure to give notice. (1) Except when material, equipment, services or labor described in ORS 87.010 (1) to (3), (5) and (6) is furnished at the request of the owner, a person furnishing any materials, equipment, services or labor described in ORS 87.010 (1) to (3), (5) and (6) for which a lien may be perfected under ORS 87.035 shall give a notice of right to a lien to the owner of the site. The notice of right to a lien may be given at any time during the progress of the improvement, but the notice only protects the right to perfect a lien for materials, equipment and labor or services provided after a date which is eight days, not including Saturdays, Sundays and other holidays as defined in ORS 187.010, before the notice is delivered or mailed. However, no lien is created under ORS 87.010 (5) or (6) for any services provided for an owner-occupied residence at the request of an agent of the owner.

(2) The notice required by subsection (1) of this section shall be substantially in the form set forth in ORS 87.023.

(3)(a) Except as provided in paragraph (b) of this subsection, a lien created under ORS 87.010 (1) to (3), (5) or (6) may be perfected under ORS 87.035 only to the extent that the notice required by subsection (1) of this section is given.

(b) A person who performs labor upon a commercial improvement or provides labor and material for a commercial improvement or who rents equipment used in the construction of a commercial improvement need not give the notice required by subsection (1) of this section in order to perfect a lien created under ORS 87.010. As used in this paragraph:

(A) "Commercial improvement" means any structure or building not used or intended to be used as a residential building, or other improvements to a site on which such a structure or building is to be located.

(B) "Residential building" means a building or structure that is or will be occupied by the owner as a residence and that contains not more than four units capable of being used as residences or homes.

(4) Unless otherwise agreed or the lien claimant who is required to give the notice under subsection (1) of this section is in privity with the original contractor, when a provision in an agreement for the construction of a commercial improvement requires the original contractor to hold an owner harmless or to indemnify an owner for a lien created under ORS 87.010 and perfected under ORS 87.035, that provision is not enforceable as to any lien which requires that a notice under this section be given to the owner unless a copy of the notice is delivered pursuant to ORS 87.018 to the original contractor not later than 10 days after its receipt by the owner.

MAINTENANCE

NEW BUSINESS

EXECUTIVE SESSION

KIN HEARING

CURTIS A. KIN
3342 Tica Drive
Los Angeles, CA 90027
Curtis.Kin@gmail.com

December 10, 2025

VIA E-MAIL: info@iwmhoa.com
Whipple Creek Place HOA
c/o Invest West Management
12503 SE Mill Plain Boulevard, Suite 260
Vancouver, WA 986684

Re: Fine Notice – 15221 NW 4th Place, Vancouver, WA 98685

Dear HOA Board of Directors:

My wife Kim Meyer and I are the homeowners of 15221 NW 4th Place, Vancouver, WA 98685. We purchased this home in 2009 because Kim is from Olympia, and she has extended family in Ridgefield we often visit. Since purchasing the home, we have only had three families living there as long-term renters, as it has always been important to us to have responsible families in our home who would enjoy the home, treat it as their own, and contribute responsibly to the neighborhood and community. I write to ask for reconsideration of the \$50.00 fine that was assessed on October 27, 2025, for “non compliance” with “6.1 Maintenance by Owners” based on “Landscaping: Remove the weeds from the planter bed at the right side of your driveway.” A copy of the Fine Notice is attached.

I do not dispute that, as stated in the Fine Notice and depicted in its attached photo, there were some weeds in the planter on the right side of our driveway on October 20, 2025. However, we never received any notice or opportunity to cure that issue in order to avoid the fine. The Fine Notice states: “You were previously notified regarding this matter in correspondence available to you via your community portal.” That is inaccurate.

On July 1, 2025, we did receive a “Courtesy Notice/Notice to Correct” for a violation of “6.1 Maintenance by Owners” based on “Landscaping Mow and edge front lawn and remove the weeds from the front yard landscape,” which was observed on June 16, 2025. A copy of that Courtesy Notice is attached. Upon receipt of that Courtesy Notice, we immediately notified our tenants, and they took care of the issue well within the 14-day period to correct. We heard nothing further

from the HOA or the community management staff, as the matter had been addressed.

Thus, we never received any fair notice or opportunity to correct the condition for which the fine was assessed on October 27, 2025. The landscaping issues observed on June 16, 2025, were remedied soon after July 1, 2025. There were no further issues in July, August, September, and most of October. Indeed, the small patch of weeds depicted in the photo attached to the October 27, 2025 Fine Notice could not possibly have been growing unabated for months since the summer. Notably, the July 1, 2025 Courtesy Notice did not mention or include photos of any front yard landscaping issues on the opposite side of the driveway where the weed patch was later observed in October.

Most important, upon receipt of the Fine Notice, we contacted our tenants, and they immediately took care of the small weed patch depicted in the October 27, 2025 Fine Notice. In other words, when provided notice and given an opportunity to remedy, we and our tenants have responsibly addressed any issues brought to our attention and complied with the HOA CC&Rs. For these reasons, I respectfully request that the HOA waive or vacate the \$50.00 fine assessed on October 27, 2025.

Thank you for your consideration. I am available at your convenience to discuss matters further and can be reached at the above mailing and email addresses. I am also available by phone—(213) 712-2043.

Sincerely,

A handwritten signature in blue ink that reads "Curtis A. Kin". The signature is stylized with a large "C" and a long horizontal stroke at the end.

CURTIS A. KIN

cc: w/encl: Pam Halseth (phalseth@iwmhoa.com)
Kim Meyer (kim.meyer125@gmail.com)
Kaley Alvarado Longwell (kaleyav515@gmail.com)

Whipple Creek Place HOA
C/O Invest West Management
12503 SE Mill Plain Boulevard, Suite 260
Vancouver, WA 98684

October 27, 2025

Curtis Kin & Karen Meyer (Kim)
3342 Tica Drive
Los Angeles, CA 90027

RE: Fine Notice – 15221 NW 4th Place, Vancouver, WA 98685

Dear Curtis Kin:

Community Associations, like the one in which you live, have the responsibility to preserve and protect property values. On **10/20/2025**, the following condition(s) of certain item(s) at your property were observed to not meet the standards set forth in your Association's governing documents:

- **Landscaping: Remove the weeds from the planter bed at the right side of your driveway.**

Your account has been assessed \$50.00 for non-compliance.

You were previously notified regarding this matter in correspondence available to you via your community portal; to prevent additional fines from accumulating, this needs to be corrected within 14 days of this notice.

Please be reminded that your Association's governing documents require &/or state the following: **"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 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 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."**

If one or more pictures related to the violation(s) noted above are available, one of them is at the bottom of this letter. Please log into your portal account to see the other pictures, if any. Your fine is immediately due and payable, and unpaid fines may incur late fees. Payments can be made in the same manner as you make your regular assessments.

Failure to correct the violation or respond within the above-mentioned time frame may lead to additional fines being imposed and assessed to your account. If you have any questions, please contact your Invest West Management team by logging into your owner portal at https://portal.iwmhoa.com/Home_v2/Login. Click on 'View All Requests →' from the Dashboard on the right side of the screen and select the applicable Violation Record from the My Items screen to send a message.

Thank you in advance for your attention to this matter. We appreciate your cooperation and for doing your part to keep the community a desirable place to live.

Sincerely,
Whipple Creek Place HOA

Please remember, all Whipple Creek Place HOA governing documents can be found on portal.iwmhoa.com.

This Community is Professionally Managed By:
Invest West Management, LLC



Whipple Creek Place HOA
C/O Invest West Management
12503 SE Mill Plain Boulevard, Suite 260
Vancouver, WA 98684

July 01, 2025

Curtis Kin & Karen Meyer (Kim)
3342 Tica Drive
Los Angeles, CA 90027

RE: Courtesy Notice/Notice to Correct – 15221 NW 4th Place, Vancouver, WA 98685

Dear Curtis Kin:

Community Associations, like the one in which you live, have the responsibility to preserve and protect property values. On **06/16/2025**, the following condition(s) of certain item(s) at your property were observed to not meet the standards set forth in your Association's governing documents:

- **Landscaping Mow and edge front lawn and remove the weeds from the front yard landscape.**

This needs to be corrected within 14 days of this notice.

Please be advised that your Association's governing documents require &/or state the following: **"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 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 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."**

If one or more pictures related to the violation(s) noted above are available, one of them is at the bottom of this letter. Please log into your portal account to see the other pictures, if any.

Any owner receiving notice of an infraction of any provisions of the Association governing documents who believes no violation has occurred has the right to be heard by the Board of Directors. An owner may request a hearing by sending written notice to info@iwmhoa.com within 14 days of this notice.

Failure to correct the violation or respond within the above-mentioned time frame may lead to fines being imposed and assessed to your account. If you feel that you are in compliance or would like to provide additional information on this matter, please contact your Invest West Management team by logging into your owner portal at https://portal.iwmhoa.com/Home_v2/Login. Click on 'View All Requests →' from the Dashboard on the right side of the screen and select the applicable Violation Record from the My Items screen to send a message.

Thank you in advance for your attention to this matter. We appreciate your cooperation and for doing your part to keep the community a desirable place to live.

Sincerely,
Whipple Creek Place HOA

Please remember, all Whipple Creek Place HOA governing documents can be found on portal.iwmhoa.com.

This Community is Professionally Managed By:
Invest West Management, LLC



Whipple Creek Place HOA
C/O Invest West Management
12503 SE Mill Plain Boulevard, Suite 260
Vancouver, WA 98684

July 01, 2025

Curtis Kin & Karen Meyer (Kim)
3342 Tica Drive
Los Angeles, CA 90027

RE: Courtesy Notice/Notice to Correct – 15221 NW 4th Place, Vancouver, WA 98685

Dear Curtis Kin:

Community Associations, like the one in which you live, have the responsibility to preserve and protect property values. On 06/16/2025, the following condition(s) of certain item(s) at your property were observed to not meet the standards set forth in your Association's governing documents:

- **Landscaping Mow and edge front lawn and remove the weeds from the front yard landscape.**

This needs to be corrected within 14 days of this notice.

Please be advised that your Association's governing documents require &/or state the following: **"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 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 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."**

If one or more pictures related to the violation(s) noted above are available, one of them is at the bottom of this letter. Please log into your portal account to see the other pictures, if any.

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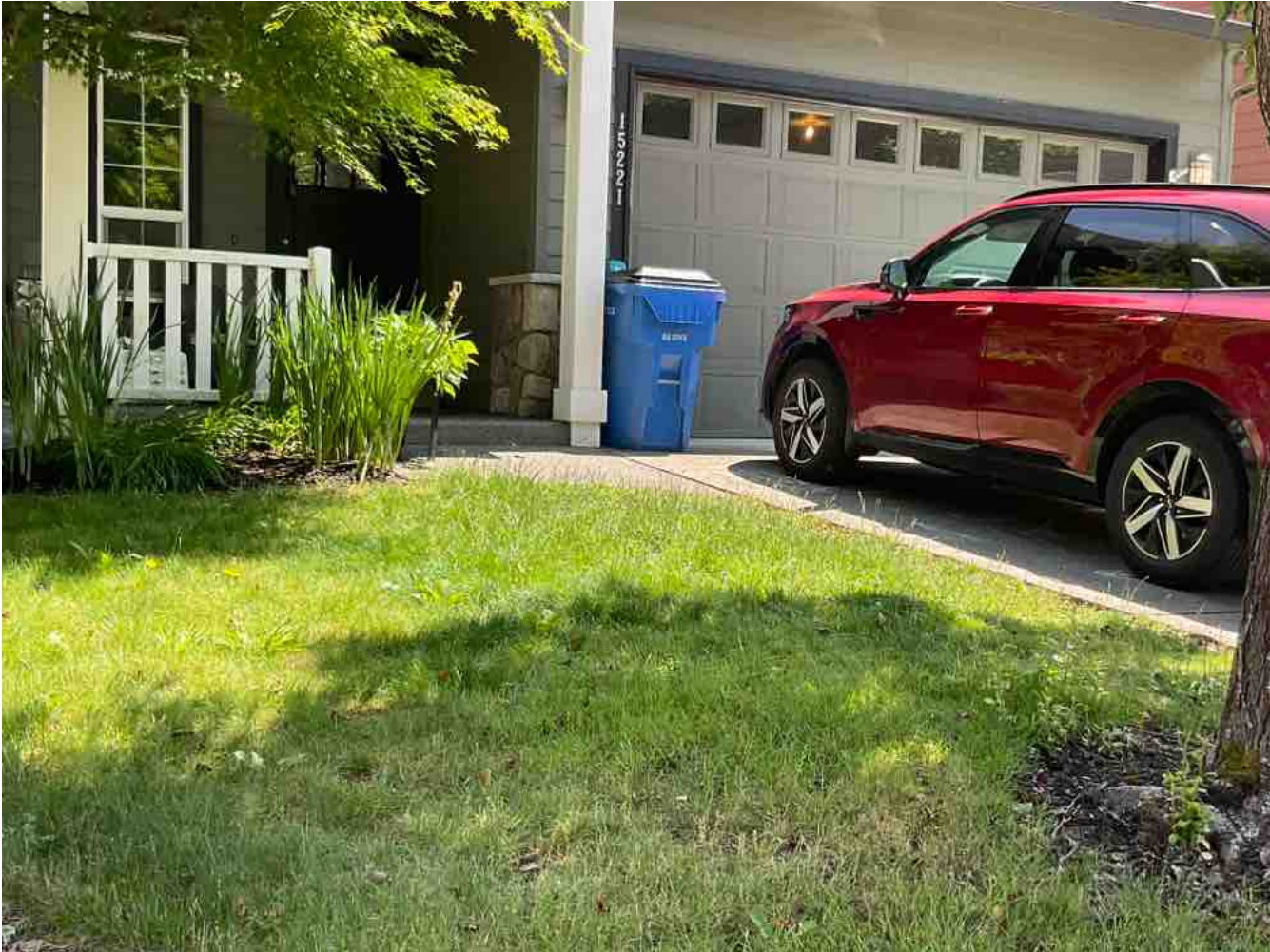
Failure to correct the violation or respond within the above-mentioned time frame may lead to fines being imposed and assessed to your account. If you feel that you are in compliance or would like to provide additional information on this matter, please contact your Invest West Management team by logging into your owner portal at https://portal.iwmhoa.com/Home_v2/Login. Click on 'View All Requests →' from the Dashboard on the right side of the screen and select the applicable Violation Record from the My Items screen to send a message.

Thank you in advance for your attention to this matter. We appreciate your cooperation and for doing your part to keep the community a desirable place to live.

Sincerely,
Whipple Creek Place HOA

Please remember, all Whipple Creek Place HOA governing documents can be found on portal.iwmhoa.com.

This Community is Professionally Managed By:
Invest West Management, LLC





Whipple Creek Place HOA
C/O Invest West Management
12503 SE Mill Plain Boulevard, Suite 260
Vancouver, WA 98684

October 27, 2025

Curtis Kin & Karen Meyer (Kim)
3342 Tica Drive
Los Angeles, CA 90027

RE: Fine Notice – 15221 NW 4th Place, Vancouver, WA 98685

Dear Curtis Kin:

Community Associations, like the one in which you live, have the responsibility to preserve and protect property values. On 10/20/2025, the following condition(s) of certain item(s) at your property were observed to not meet the standards set forth in your Association's governing documents:

- **Landscaping: Remove the weeds from the planter bed at the right side of your driveway.**

Your account has been assessed \$50.00 for non-compliance.

You were previously notified regarding this matter in correspondence available to you via your community portal; to prevent additional fines from accumulating, this needs to be corrected within 14 days of this notice.

Please be reminded that your Association's governing documents require &/or state the following: **"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 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 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."**

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Sincerely,
Whipple Creek Place HOA

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This Community is Professionally Managed By:
Invest West Management, LLC





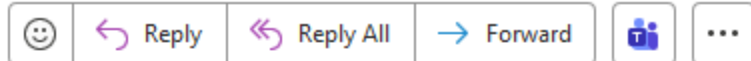
RE: Whipple Creek Hearing Request 15221 NW 4th Place



Suzanne Ashby

To 'Curtis Kin'

Cc Pamela Halseth; Kim Meyer



Fri 12/12/2025 4:52 PM

Hi Curtis

No problem, I will go ahead and add you to the agenda.

Here is the sign in information for the meeting scheduled for January 20, 2026 at 7 p.m.

The meeting is held virtually through Zoom.

Meeting URL:

<https://us06web.zoom.us/j/81635059894?pwd=gNbql6CBNH0ztY1TTX8K1PAaKgnERp.1>

Meeting ID: 816 3505 9894

Passcode: 434505

OR

One tap mobile

+12532158782,,81635059894#,,,,*434505#

OR

Telephone

(253) 215-8782

Meeting ID: 816 3505 9894

Passcode: 434505

Re: Whipple Creek Hearing Request 15221 NW 4th Place



Curtis Kin <curtis.kin@gmail.com>

To Suzanne Ashby

Cc Pamela Halseth; Kim Meyer



Fri 12/12/2025 10:50 AM

You replied to this message on 12/12/2025 4:52 PM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Suzanne. Thank you for pointing that out. My wife and I will continue to consider such information in the interim, but please go ahead and keep us on the agenda for the Board Meeting on January 20th. We still would like the opportunity to seek a waiver or suspension of the fine under the circumstances, particularly, where, as here, the escalating fines, schedule of notice provisions, and reference to a "violation cycle" in the 2/3/25 WCPHOA Compliance Resolution appear designed to remedy and mitigate against non-compliance with an ongoing "Continuing Violation." That does not seem to fit the circumstances here.

Thank you for checking with us. I will await details and confirmation regarding our requested hearing.

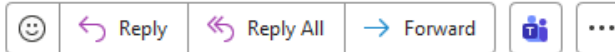
Whipple Creek Hearing Request 15221 NW 4th Place



Suzanne Ashby

To [Curtis.Kin@gmail.com](#)

Cc [Pamela Halseth](#)



Wed 12/10/2025 5:46 PM

Hi Curtis

I received your request for a hearing with the Whipple Creek Board of Directors.

Our next scheduled meeting is on January 20 at 7 p.m.

However, before I place you on the agenda, I did want to point out the rules regarding violations in case you wish to reconsider.

The violation you received was in regard to landscape maintenance. While we may have pointed out the areas of concern at the time, they are under the same category. Mowing, weeding, edging, pruning, etc. is considered landscape maintenance. Please see excerpt from CC&Rs 6.1 below.

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,

While we understand that your tenant took care of the weeds and mowing after the first letter you received in June, they were again to be found in violation of this same rule again in October (4 months later). The excerpt from the Compliance Dines and Procedures Resolution below explains why you received the fine notice.

If compliance issues are not repeated for six (6) consecutive months, the violation cycle will begin again

Since there was not a 6 month period in between this compliance issue, the fine was noticed.

Please confirm is you would still like a hearing with the Board after reviewing this information.

Thanks

Suzanne Ashby, PCAM, CCAM-PM, CMCA, AMS, CCM

Community Manager

Reply to Homeowner

Author: Pam Halseth

Sent To: [Homeowner](#)

Subject: Response to email

If you would like a hearing with the board, you would have to request it in writing. Once we receive it, we will schedule with the Board.

Reply

Reply All

11/06/2025 4:26:43 PM

[Formatted Note](#) [Email](#)

Reply to Homeowner

Author: Curtis Kin [Recipients \(BCC\)](#)

Sent To: [Assistant Manager](#)

Pam. Please send me form and information on how I may appeal this decision. Thank you.

Reply

Reply All

11/06/2025 12:45:50 PM

[Formatted Note](#)

On Thu, Nov 6, 2025, 10:54 AM Invest West Management, LLC <info@iwmhoa.com> wrote:

Dear Curtis Kin,

Curtis,

Yes, the first notice stated weeds in your front yard, this is for the entire front yard. When we performed our inspection on October 20, 2025 there was still an issue with the weeds at the right side of your front yard. Therefore, you received the following letter with a fine.

Sincerely,

Pam Halseth

This Community is Professionally Managed By:

Invest West Management, LLC | (360) 254-5700 | <https://www.iwmhoa.com/>

Fine Notice - First Fine

● Author: Curtis Kin [Recipients \(BCC\)](#)

Sent To: [Manager, Assistant Manager](#)

Reply

Reply All

11/05/2025 4:47:06 PM

[Formatted Note](#)

Dear HOA. I would like to contest the \$50 fine assessed below. The letter states we have been assessed \$50 for non-compliance, explaining: "You were previously notified regarding this matter in correspondence available to you via your community portal." That is incorrect. We have never received notice of this landscaping violation regarding the weeds depicted in the photo. It is true that we previously received a July 1, 2025 courtesy notice, which stated: "Landscaping Mow and edge front lawn and remove weed from the front yard landscape." The photo attached to that courtesy notice depicted landscaping in the front of the house on the other side of the driveway. Within days of receiving that notice, we forward it to our tenants, who remedied the situation. The matter was resolved, and we never heard from the HOA again. The current fine is for weeds depicted in a different front area that are clearly not a continuing violation of the landscaping issue remedied in July 2025. Indeed, based on the size and limited scope of the weeds depicted, they could not possibly have even existed in July 2025. Nonetheless, we take seriously the obligation to have suitable landscaping for the benefit of the community, and I have forwarded the fine notice to our tenants, informing them they must remove these new weeds. I fully expect that they will comply as they did before. However, I request that the fine for this violation be set aside or waived, as we had no prior notice of this violation and thus no ability to remedy it. Thank you for your consideration. Curtis Kin.