

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

Mark A. Erikson
Erikson & Hirokawa, PLLC
1111 Main Street, Suite 402
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THIRD AMENDMENT TO MASTER DECLARATION OF WHIPPLE CREEK PROPERTIES

Declarant:	Whipple Creek Properties, L.L.C.
Beneficiary:	The Owners of Lots within Whipple Creek Place, Phases D-1 & E
Legal Description:	TL's 2, 31, 32, & 52, NW¼, Sec 22, T3N, R1E, W.M. (portions)
Assessor's Tax Parcels:	185540.005, 185422.000 & 185423.000, & 185443.000 (portions)
Related Documents:	3505343, 3516488 & 3566722.

This *Third Amendment*, dated as of July 29, 2003, amends that certain *Master Declaration of Whipple Creek Properties* dated as of July 31, 2002 (the "Master Declaration"), filed for record at Clark County Auditor's File No. 3505343 by Whipple Creek Properties, L.L.C., a Washington limited liability company (referred to herein as the "Declarant"), as previously amended by: (i) that certain *First Amendment* dated as of September 18, 2002, filed for record at Clark County Auditor's File No. 3516488; and (ii) that certain *Second Amendment* dated as of December 2, 2002, filed for record at Clark County Auditor's File No. 3566722.

RECITALS

WHEREAS, the Master Declaration provides a common plan and scheme for development of Whipple Creek Place, and further provides that the Property described therein shall be held, sold and conveyed subject to covenants, conditions and restrictions, which shall run therewith and bind

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**THIRD AMENDMENT TO
MASTER DECLARATION OF
WHIPPLE CREEK PROPERTIES - 1**

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all parties having or acquiring any right, title or interest in said Property or any Lot or part thereof, and shall inure to the benefit of each Owner; and

WHEREAS, the Declarant desires to exercise its right under the Master Declaration to add additional phases of Whipple Creek Place thereto.

NOW THEREFORE, the Declarant hereby amends the Master Declaration as follows:

1. **Phases D-1 and E.** The term "Property" as used in paragraph 2.8 of the Master Declaration is hereby amended to include the parcels of real property described in Exhibit A annexed hereto, which parcels are commonly known as Whipple Creek Place Phase D-1 and Phase E.

2. **Section III** of the Master Declaration is hereby amended to include the following paragraph:

3.6 **Habitat Monitoring & Maintenance.** The Master Association has entered into an *Environmental Services Agreement* with the Resource Company, Inc., in the form annexed hereto as Exhibit D and incorporated herein by reference, which provides for mitigation, monitoring and maintenance of habitat buffer areas designated on the Plat for Whipple Creek Phase E. The Master Association may not terminate said agreement without entering into a replacement agreement acceptable to the Clark County Habitat Biologist.

3. **Paragraph 5.1** of the Master Declaration is hereby amended to read, in its entirety, as follows:


5.1 **General Assessments.** General assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such assessments shall be expended by the Master Association for: (i) the maintenance of Common Areas, common personal property and fixtures, (ii) payment to the Resource Company, Inc., for mitigation, monitoring and maintenance of habitat areas designated on the Plat, as provided in the *Environmental Services Agreement* annexed hereto as Exhibit D, and (iii) payment of premiums on comprehensive general public liability insurance covering the Declarant and all persons who now or hereafter own Lots, against all claims for personal injury, death and property damage occurring in, upon or about common areas, with coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, and (iv) the enforcement of this Master Declaration. There shall be no

expenditure of funds belonging to the Master Association except: (a) as provided in this Section V, or (b) upon written attestation that the treasurer of each Sub-Association has obtained concurrence of sixty seven percent (67%) of the Lots within his or her Sub-Association.

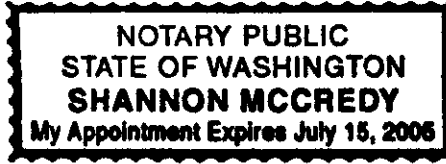
Except as explicitly amended herein, all terms and provisions of the Master Declaration are hereby reaffirmed and incorporated by reference.

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

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

By: 
Randal S. Clarno, Managing Member

STATE OF WASHINGTON)
) ss.
County of Clark)



On this 19 day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randal S. Clarno, known to me to be the Managing Member of Whipple Creek Properties, L.L.C., that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument by the Operating Agreement of said limited liability company.

Date: 8/19/03 By: Shannon McCredy

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





The Resource Company, Inc.
1014 Franklin Street
Vancouver, WA 98660
Phone (360) 693-4555
Fax (360) 699-6242

EXHIBIT - D

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Environmental Services Agreement

The Resource Company, Inc., hereinafter referred to as "TRC", agrees to provide environmental services for Whipple Creek Place Master Association (WCPMA) hereinafter referred to as "Client", upon the following terms and conditions.

- 1. Description of Services:** TRC has prepared an approved habitat compensation plan (December 13, 2002) for the Whipple Creek Place development that outlines several methods to improve the riparian habitat between Whipple Creek and the development area. The plan calls for understory plantings, placement of woody debris, installation of nest boxes, and creating snags. Clark County has approved this project provided that the client conduct three (3) years of monitoring for the plantings and 10 years of monitoring for the habitat improvements (years 1, 3, 5, 7, & 10). TRC is providing a cost estimate to conduct the monitoring and maintenance for the planting area and habitat improvement areas outlined in the approved plan. The services to be provided and the costs for these services are outlined in the tasks listed below:

Task 1. Understory Plantings - TRC will work with WCPMA's landscape contractor to determine the survival rate for the understory plantings. It is TRC's understanding that WCPMA's landscape contractor will conduct the initial plantings and provide the plants and labor for replacement plantings. Therefore, the services provided by TRC include conducting the monitoring (counting surviving plants) and preparation of a report for submittal to Clark County that outlines re-planting and maintenance recommendations for the habitat understory planting area. Costs associated with the above listed work are estimated at \$2,000.00/year. Total over the 3-year time period approximately \$6,000.00.

Task 2. Habitat improvements (large woody debris placement, nest box installation, & tree girdling). It is TRC's understanding that WCPMA will employ a contractor to perform the above listed work. TRC's involvement in

the initial portion of this work will involve identifying areas for placement of woody debris and nest boxes and trees to be girdled. In addition, TRC will be on-site to oversee the habitat improvement operation. It is TRC's estimate that the cost involved during the initial portion of the habitat improvements is approximately \$1,000.00. In addition, TRC will conduct monitoring of the habitat improvements over a 10 year time period at years 1, 3, 5, 7, & 10. The monitoring will consist of checking the girdled trees to determine the success of the snag development. TRC will check the nest boxes for use and maintenance needs. Years 1 and 3 will be included in the monitoring for the habitat planting area. There will be no additional charge for these years. For years 5, 7, and 10, TRC will conduct monitoring of the nest boxes, snags and woody debris areas to determine success and maintenance requirements. TRC will prepare a report for submittal to Clark County that outlines the results of the monitoring. In addition, TRC will take corrective maintenance actions necessary to repair nest boxes or ensure that the number of snags required in the habitat mitigation plan occur within the compensation areas. The estimated cost to conduct the monitoring, prepare the monitoring report and conduct the maintenance for years 5, 7 & 10 is approximately \$4,800.00. Please keep in mind that this is an attempt to determine cost estimates 10-years in the future.

3. Fees: TRC estimates that the amount to be charged for the services described above in Tasks 1 & 2 approximately \$11,800.00. However, said amount is an estimate only and has been given as a guide to the Client. The Client agrees and understands that such estimate is approximate only and is subject to change depending on conditions encountered during the course of furnishing said services. The actual amount due shall be the number of hours worked times the current billing rate for each involved staff member. In addition, the Client agrees to pay all costs and expenses incurred by the TRC on the Client's behalf.

4. Payment: TRC shall submit monthly invoices, or at longer intervals as TRC sees fit. Client agrees to pay all invoices within 30 days of receipt. In the event payment is not made as agreed, Client agrees to pay interest of 1.5% per month on any unpaid balance, and to pay a \$5.00 charge for any rebilling of any overdue amount, or the handling of any check returned due to insufficient funds.

5. Changes: Any modification of the services to be performed by TRC shall be contained in a written amendment, signed by TRC and Client. Notwithstanding the absence of a written amendment, Client agrees to pay for reasonably necessary, increased or additional services due to any change in government regulations or procedures.

EXHIBIT - D

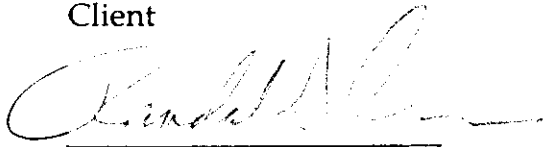
6. **Integration:** This agreement is the complete and fully integrated agreement between the parties. If any part of this agreement should be determined to be unenforceable, then the remaining provisions of this agreement shall remain in full force and effect.

7. **Fees; Venue:** In the event of any action or suit between the parties, arising out to this agreement, including collection of any unpaid fees, the prevailing party shall be entitled to collect its reasonable costs and attorney fees. Venue shall be in Clark County, Washington.

Client Authorization

The terms of this agreement are valid for a period of 90 days after signed by The Resource Company, Inc. By signing below, the Client agrees to the terms and conditions outlined in this Environmental Services Agreement

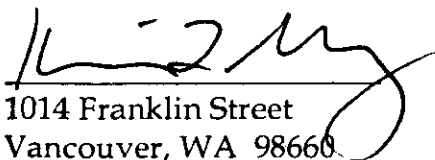
Client



8/19/03
Date

Address:

The Resource Company, Inc., by



1014 Franklin Street
Vancouver, WA 98660
(360) 693-4555

6/5/03
Date

EXHIBIT - D