



BK311 P511

RETURN ADDRESS

Clark County – Community Development, Engineering

DOCUMENT TITLE (S)

Whispering Meadows Phase II

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)

FLD2006-00049

GRANTOR (S)

Whispering Meadows Development, LLC, a Washington limited liability company

GRANTEE (S)

Whispering Meadows Phase II

Public and Private

LEGAL DESCRIPTION (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

Tax Lot 121 and 51, located in W ½ of the SW ¼ of Section 10, Township 3 North, Range 2 East of the Willamette Meridian.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

194144-000, 194075-000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



Fidelity National Title Insurance Company

DESCRIPTION
SEE ATTACHED EXHIBIT "A"

DECLARATION OF DEDICATION

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

Whispering Meadows Development, LLC, a Washington limited liability Company

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

Dated this *15th* day of *MAY* 2007 at 8:00 A.M.

Scott E. [Signature] member

Whispering Meadows Development, LLC
A Washington limited liability Company
By:

Abbreviated Legal Description: Section 10, Township 3 North, Range 2 East
APN: 194144-000 and 194075-000

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that

- SCOTT HENRIKSON -

(is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the Member of **Whispering Meadows Development, LLC, a Washington limited liability Company** to be (his/her/their free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: May 15, 2007

[Signature]
Notary Public in and for the State of Washington
My appointment expires: 5-30-07

Linda C. Comley

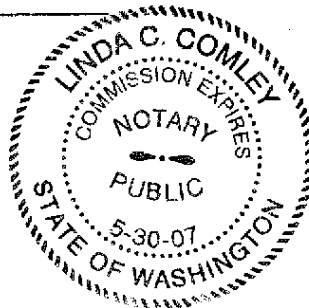


Exhibit "A"

LEGAL DESCRIPTION FOR SCOTT HENDRICKSON
Whispering Meadows Phase II Perimeter

August 21, 2006

A parcel of property in the West half of the Southwest quarter of Section 10, Township 3 North, Range 2 East, of the Willamette Meridian, Clark County, Washington described as follows;

COMMENCING at the Northwest corner of said Southwest quarter;

THENCE South $89^{\circ} 37' 22''$ East along the North line of said Southwest quarter 165.02 feet to the most Northerly Northwest corner of that tract conveyed to Whispering Meadows Development, LLC by deed recorded under AF# 3863533, Clark County records and the TRUE POINT OF BEGINNING;

THENCE South $01^{\circ} 09' 25''$ West along a Westerly line of said Whispering Meadows Development, LLC tract 264.02 feet to a Northerly line of said Whispering Meadows Development, LLC tract;

THENCE North $89^{\circ} 37' 22''$ West along said Northerly line 165.02 feet to the West line of said Southwest quarter;

THENCE South $01^{\circ} 09' 25''$ West along said West line 766.16 feet to the Northwest corner of that parcel conveyed to Robert W. Lokker, et al, by deed recorded under AF # 8509250114, Clark County records;

THENCE North 89°15' 37" East along the North line of said Lokker tract 6.87 feet to the Northeast corner of said Lokker tract;

THENCE South 00° 56' 17" West along the East line of said Lokker tract 149.11 feet to the Southeast corner thereof;

THENCE South 89° 15' 04" West along the South line of said Lokker tract 7.44 feet to the West line of said Southwest quarter;

THENCE South 01° 09' 25" West along said West line 448.63 feet to the North line of Whispering Meadows Phase I, a Subdivision recorded in Book 311 of Plats at Page 322, Clark County records;

THENCE South 89° 23' 24" East along said North line 25.50 feet to a 125.00 foot radius curve to the left;

THENCE around said 125.00 foot radius curve to the left and along said North line 34.41 feet;

THENCE South 21° 18' 42" East along said North line 50.72 feet;

THENCE North 68° 41' 18" East along said North line 178.40 feet to a 175.00 foot radius curve to the left;

THENCE around said 175.00 foot radius curve to the left and along said North line 71.53 feet;

THENCE South 64° 33' 07" East along said North line 392.57 feet to the East line of the West half of the West half of said Southwest quarter;

THENCE North 01° 10' 29" East along said East line 921.06 feet to the Southeast corner of that tract conveyed to Doreen L. Wadsworth by Boundary Adjustment recorded under AF# 9702280355, Clark County records;

THENCE North 85° 08' 45" West along the South line of said Wadsworth tract 5.38 feet to the Southwest corner thereof;

THENCE along the West line of said Wadsworth tract the following courses:

THENCE North 00° 07' 22" East 46.77 feet;

THENCE North 01° 29' 43" East 50.82 feet;

THENCE North 02° 47' 05" East 59.51 feet;

THENCE North 00° 27' 35" East 46.47 feet;

THENCE North 00° 48' 03" East 57.63 feet;

THENCE North 00° 39' 07" East 57.78 feet;

THENCE North 00° 29' 41" East 46.90 feet;

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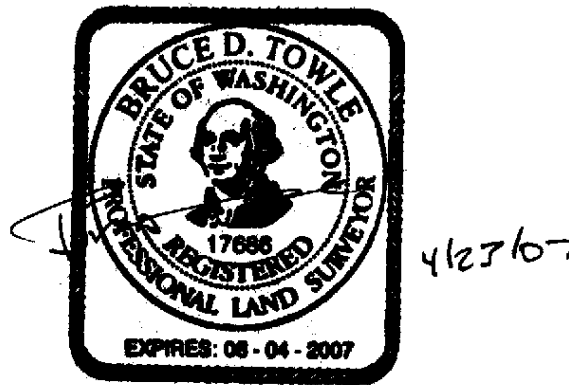
THENCE North 01° 03' 36" East 76.25 feet to a Northerly line of said Whispering Meadows Development, LLC tract;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 89° 37' 22" West along said Northerly line 308.55 feet to an Easterly line of said Whispering Meadows Development, LLC tract;

THENCE North 01° 09' 25" East along said Easterly line 250.00 feet to the North line of said Southwest quarter;

THENCE North 89° 37' 22" West along said North line 180.83 feet to the TRUE POINT OF BEGINNING.



COVENANT RUNNING WITH THE LAND

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into in conjunction with Whispering Meadows Phase II, FLD 2006-0049, of certain real property as more particularly described in Exhibit "A", hereinafter "**SITE**", whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that the County will have access to the stormwater control and treatment facilities as shown on an expanded portion of the plat of Whispering Meadows Phase II , attached hereto and incorporated herein by reference as Exhibit "B", hereinafter "**FACILITIES**".

Owners herein covenant and agree to Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the SITE might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land described in Exhibit "A".


1. It is the purpose of this covenant to ensure that the County is allowed access to the stormwater control and treatment facilities as shown on Exhibit "B". The purpose of County access is for the inspection of facilities for compliance with CCC 40.380, Stormwater Control Ordinance and its successors. A secondary purpose if for emergency maintenance to prevent flooding or pollution of other properties.
2. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the County shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. Required maintenance shall be performed according to County Stormwater Maintenance Manual as adopted by Chapter 13.26A CCC. If these actions are not performed in a timely manner, the County may perform this maintenance and bill the parties responsible for the maintenance in accordance with CCC 32.04.060.

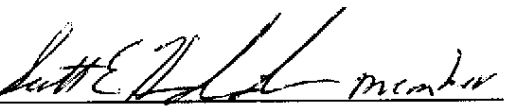
3. Nothing in this covenant shall be construed to provide for public use of or entry into the stormwater quantity and quality facilities area as shown on Exhibit "B". However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant.
4. This covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership **FACILITIES** may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the **FACILITIES** may pass.
5. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the real property is annexed into a City that the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation and Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of said covenant.

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

Dated this 6th day of March 2007.

APPROVED AS TO FORM ONLY:

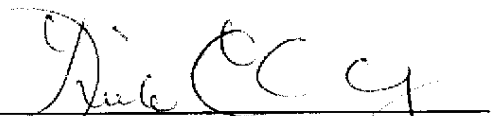
By: 
Chris Horne
Civil Deputy Prosecuting Attorney

By: 
Scott E. Hendrickson of
Whispering Meadows LLC

STATE OF WASHINGTON)
) :SS
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Scott E. Hendrickson Signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mention in this instrument.

Dated: March 6th 2007


Notary's Signature
Linda C. Comley
My Appointment Expires: 5/30/07

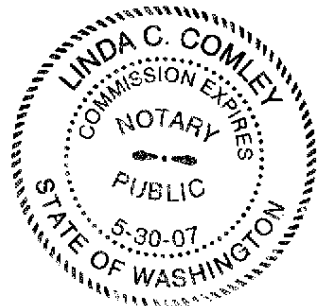


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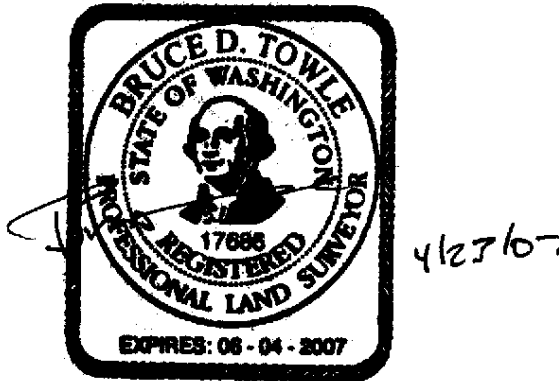
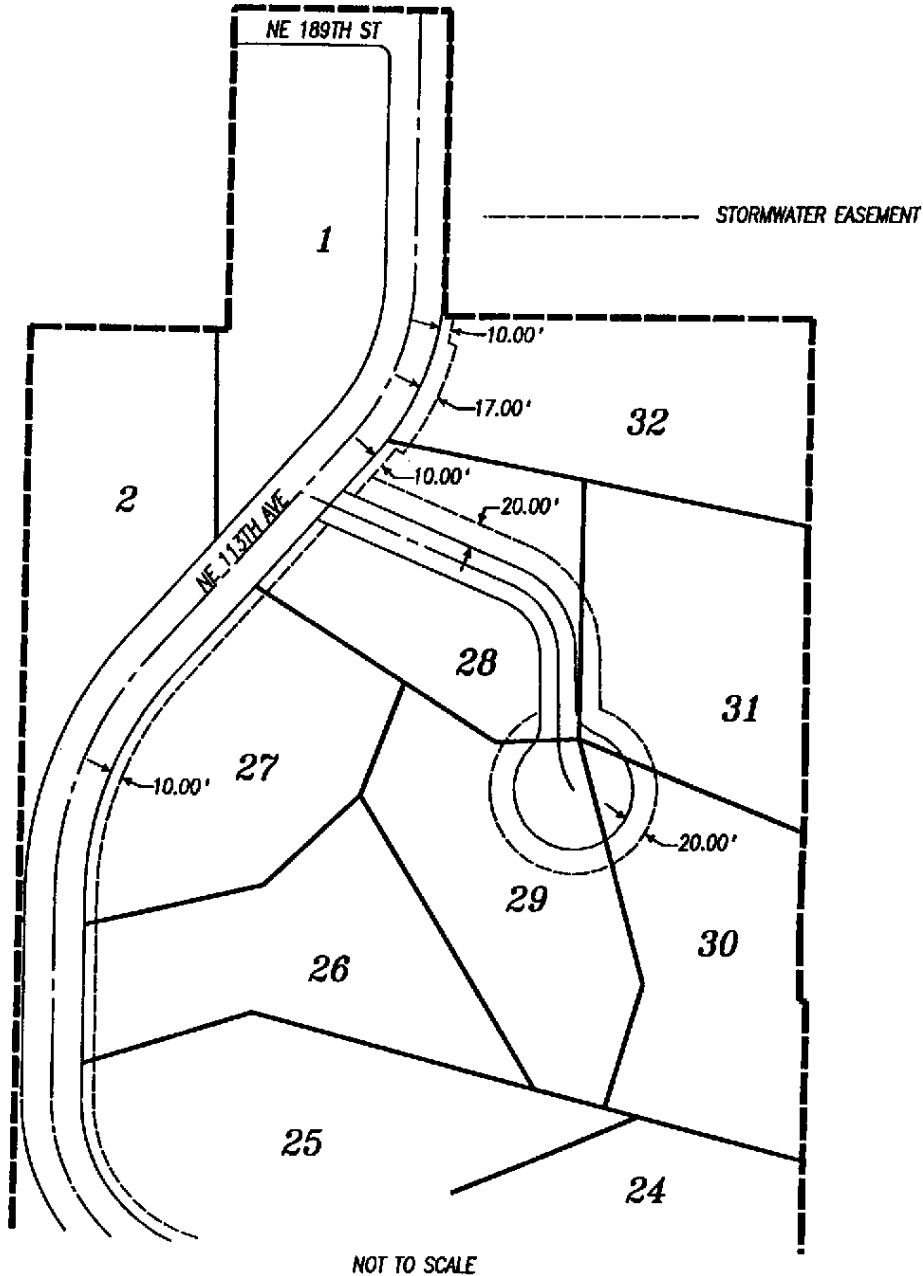
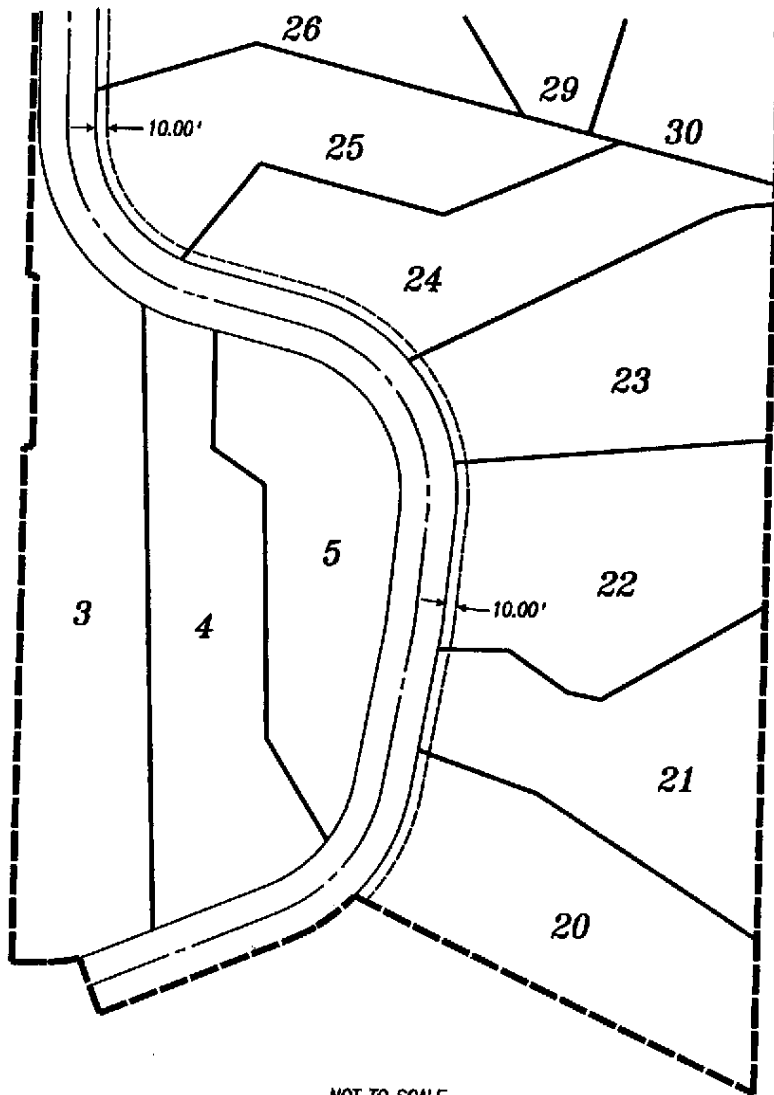


EXHIBIT "B"
WHISPERING MEADOWS PHASE II
STORMWATER EASEMENTS GRANTED TO CLARK COUNTY



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT "B"
WHISPERING MEADOWS PHASE II
STORMWATER EASEMENTS GRANTED TO CLARK COUNTY
----- STORMWATER EASEMENT



NOT TO SCALE

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-895-1383
1-803-288-8838

WHISPERING MEADOWS PHASE 2
LOTS #1, #2, #3, #4, #5, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32
COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as CC&R's), has been deemed beneficial for the preservation of value and desirability of the property known as "Whispering Meadows Phase 2." This Declaration of Covenants, Conditions, and Restrictions is supplemental to and shall supersede any previous Covenants, Conditions, and Restrictions pertaining to the property known as Whispering Meadows Phase 2.

A. DURATION

The following CC&R's shall run with the land, shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns and all conveyances of the property or portions thereof, as if set forth in full in such transfers and conveyances. Such CC&R's shall be binding and effective for twenty (20) years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless a suitable instrument is signed by all of the then property owners of the above-described property agreeing to change said CC&R's, in whole or in part, and filed for record. Notwithstanding any other provision to the contrary, the obligations to

Whispering Meadows Phase 2

COVENANTS, CONDITIONS AND RESTRICTIONS

Page 1 of 18

maintain private roads and storm water facilities may not be amended or repealed without the prior approval of Clark County or its successor.

B. JOINT MAINTENANCE AGREEMENT

Each owner of a lot within Whispering Meadows Phase 2 shall, from the time of purchase of said lot, automatically be party to a Joint Maintenance Agreement, with all of the rights and responsibilities incident thereto. A Homeowners Association will be formed to maintain the private road and storm facilities. Scott Hendrickson and/or assignee will manage the association for the initial term of one (1) year. At the end of each year, a new manager will be elected by the homeowners to serve for the ensuing year.

C. ARCHITECTURAL CONTROL COMMITTEE

Scott Hendrickson comprises the Architectural Control Committee (hereinafter referred to as the "ACC"). The ACC shall have the authority and duty to regulate the external design, appearance, color, location, and maintenance of any and all improvements on property per the provisions of this Declaration. The ACC shall also be in charge of enforcing these covenants.

All proposals for erection or alteration of any structure or improvement on any lot must be submitted to the ACC in the form of a Complete Application consisting of two copies of each of the following: the plot plan, complete working drawings, specifications, and description of materials complying with the provisions outlined in this document. The ACC shall approve or disapprove the proposal within ten (10) working days after the receipt of the Complete Application and return one copy of the plot plan, working drawings, and specifications marked to indicate approval or disapproval, which will require corrections or changes for approval.

D. DESIGN GUIDELINES

1. DWELLING: The minimum floor area of the dwelling, exclusive of basements, open or screened porches, and garages, shall not be less than 3,000 square feet, nor less than 1,800 square feet for the first level of a two-story dwelling. All roofs shall be a minimum of 50-year architectural type composition. Concrete tile or slate is also acceptable. All materials and colors are subject to ACC approval. Exterior walls shall be of the following: wood, vinyl, masonite, stucco, brick, or other materials as approved by the ACC. T1-11, LP, plywood, composite material, or any other sheet type siding is not acceptable. A minimum of 30 percent of the front elevation of the house will be of brick, stone, or some other form of masonry.

2. GARAGE: There shall be a minimum of three (3) fully enclosed vehicle parking spaces in a garage attached to the dwelling. The maximum number of parking spaces in said attached garage is unlimited.

3. OUTBUILDINGS: There may be only one (1) outbuilding per lot which must be constructed in like construction to the dwelling (same roofing, same siding, same color, same exterior brick, etc). Said outbuilding cannot exceed 40 percent of the square footage of the house up to a maximum of 2,500 square feet. The design must be approved by the ACC prior to construction.

4. DRIVEWAYS: All driveways from the street to the residence and/or outbuildings must be paved with asphalt or concrete within six (6) months of completion of the residence or outbuilding.

5. VEHICLE AND EQUIPMENT STORAGE: Outside temporary parking (up to one (1) month) of one (1) recreational vehicle is permitted. All other recreational vehicles, boats, trailers, and all other equipment, including all inoperable vehicles, must be stored inside of an enclosed building or behind the home out of site from the road.

6. EXTERIOR COLORS: Exterior colors of all buildings shall be of moderate hues and shall be approved by the ACC prior to painting.
7. TEMPORARY STRUCTURES: Structures of a temporary character, basement only, tent, shack, garage, barn, or other outbuildings shall be considered as a residence and may not be used. No mobile or manufactured homes are permitted on the property.
8. EXCEPTIONS: Modifications to the minimum square footage or 3-car garage requirements may be approved by the ACC at its sole discretion. Reasons for modifying said requirements may include wetland restrictions or unusually irregular building envelope. If these situations prevent construction of a 3,000-square-foot home with a 3-car garage, the minimums may be reduced to allow construction if approved by the ACC.

E. LANDSCAPING/MAINTENANCE:

1. LANDSCAPING: Front yard landscaping of each lot must be completed within twelve (12) months of the START of construction.
2. FENCING: No sight obstructing fence is to be erected higher than six (6) feet above the grade on which it is situated, and no fence or hedge over three (3) feet in height

shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulation. Acceptable fence material includes wrought iron or other metal, rock or stone, or concrete. Wood is not an acceptable fence material.

3. DRAINAGE AND EROSION CONTROL: Drainage shall comply with those conditions of the plat as required by Clark County. Erosion control is the responsibility of the property owner. It is understood that this particular area has poor draining soil, and as such, owners and/or their builders and representatives shall be responsible for any and all measures to adequately drain off the foundations and structures to the approved site drainage. Water from one property may not drain onto another neighboring property. All drainage shall be directed to the detention ponds, wetlands, or appropriate areas.
4. SLOPE AND DRAINAGE EASEMENTS: Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.
5. ROADSIDE MAINTENANCE, SWALES, AND DITCHES: The Homeowners Association and property owners agree to maintain the private bio-swale running by their lots on a regular basis. The minimum requirement during the growing season

shall be to mow the grass once per month and to assure that the swale maintains its designed shape and capacity to convey water. No grass clippings or debris of any kind shall be placed in the swale. Any lot owner that has a private ditch which is not a bio-swale running through his or her lot agrees to maintain that ditch as needed to allow water to flow freely in the ditch.

6. COMMON AREAS: Common areas are intended for use by all properties, and as such, no one property owner can keep or refuse any other property owner from use of said common areas. Maintenance of said common areas shall be shared equally by all property owners.

7. GENERAL MAINTANENCE: Lot owners will be responsible for keeping roadways and adjoining lots clean and free of debris, and roadways free of mud, arising from construction activities or maintenance of their lot. Damage caused during construction will be the responsibility of the lot owner/builder.

Yards, grounds, and buildings shall be kept in a neat and orderly fashion at all times. To maintain a neat and clean look, and prevent a fire hazard, lots (occupied or unoccupied) must be kept in an orderly condition by each lot owner. Non-landscaped or native areas of grass or weeds must be mowed a minimum of twice annually (once in June and once between August 15 and September 15).

F. GENERAL PROVISIONS

1. CONSTRUCTION SCHEDULE: There are no requirements as to when construction shall begin, but each building must be completed within one (1) year from the start of construction. Extensions may be granted at the sole discretion of the ACC.

2. CONSTRUCTION – NEW AND/OR REMODELING: Homeowners are expected to keep the property clean at all times during construction and keep debris in a designated area only per site. Said debris shall be disposed of on a regular basis. Contractors will work only during regular working hours so that homeowners are not disturbed. Only approved General Contractors may build homes in Whispering Meadows Phase 1. General Contractors may only be approved by the ACC.

3. LAND USE: Farming shall not be permitted, and there shall be no raising of hogs and no commercial raising of any type of animal, nor shall there be any kennels operated on a commercial basis. Dogs, cats, and any other similar animals shall not exceed more than a total of three (3) animals. There will be no large animals (horses, cows, pigs, llamas, etc. No animals are permitted prior to construction of a residence on a lot unless approved by the ACC.

4. **GARBAGE AND REFUSE MATERIAL:** No property shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage, or similar material. After initial construction of the residence, all garbage and trash shall be kept in covered containers and disposed of on a regular basis.
5. **STREET PARKING:** No vehicle parking shall be allowed on the road, shoulder, cul-de-sac, or within the private road right-of-way.
6. **SIGNS:** No sign shall be erected, maintained, or displayed on any lot, except signs advertising the property for sale or rent, or any type of ornamental name plate. The sign shall not exceed six (6) square feet in size.
7. **ANTENNAS:** No communication antennas capable of sending a signal shall be allowed in excess of twenty-five (25) feet tall, or eight (8) feet above the highest point of the roof of the residence. Such communication signals cannot interfere with other residence communication receiving equipment.
8. **MAILBOXES:** Mailboxes shall be grouped in a specific location as per the US Post Office requirements.

G. ENFORCEMENT

Whispering Meadows Phase 2

COVENANTS, CONDITIONS AND RESTRICTIONS

Page 9 of 18

It is the responsibility of each property owner to maintain their property in the fashion set out in the Covenants, Conditions, and Restrictions above. Any damage caused to existing conditions, properties, or roadways by a specific act of a property owner, their builder, agents or assigns, shall be the sole responsibility of that property owner to correct or repair that damage.

H. PRIVATE ROAD MAINTENANCE AGREEMENT

This Covenant is recorded in connection with the division of the property described below and the creation of a private road to serve the parcels described. The purpose of this covenant shall be to provide adequate funds for the repair and maintenance of the private road described below for the continued use and benefit of the owners thereof.

This Covenant touches and concerns the land and shall run with the land for as long as the private road described below is used to serve one or more of the lots described below.

1. OWNERS: The term "owner" shall mean any person holding beneficiary interest in a lot described in paragraph 2 below or any plat thereof whether by deed, real estate contract, or other instrument evidencing the ownership of the lot.

2. RESPONSIBILITY OF OWNERS: The owners of all lots or plat thereof shall designate a "responsible owner" and an "assistant" for purposes of administering this Covenant. An affirmative vote of majority of the owners of the lots described herein, or any plat thereof, shall be sufficient to designate the responsible owner and assistant. Until such time as fifty percent (50%) of the lots in the plat are sold, the original plat owner(s) shall be the responsible owner, after which time the original owner shall call a meeting of the lot owners for the purpose of explaining the duties of the "responsible owners" and "assistant," choosing a new "responsible owner" and "assistant," and giving to them monies collected to date together with any bank accounts and bank statements related to this matter.

The "responsible owner" and "assistant" shall serve for a minimum of one (1) year after which they may call all lot owners together and designate a new "responsible owner" and/or "assistant" and assign maintenance duties, monies, and statements over to them at that time.

3. STANDARDS OF MAINTENANCE:

- a. Maintenance shall include, but not be limited to, road surfacing, shoulders, gates, signs, storm drainage facilities, and vegetation control (Section 12.05.200.2.F).

- b. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property affected hereby.
- c. A recommended periodic maintenance schedule prepared by the engineer for this project is attached.

4. FUNDS:

- a. Normal Expenses—
 - i. Undeveloped Lots. The owner of each lot not developed by a permanent structure shall pay the sum \$200.00 per year to cover the pro-rata share of normal street maintenance expenses.
 - ii. Developed Lots. The owner of each lot developed with any permanent structure shall pay the sum of \$200.00 per year to cover the pro-rata share of normal street maintenance expenses.

b. Extraordinary Use—

Any lot being used for other than single family residential purposes shall be assessed an additional fee, to be paid at the same time as the fee described in paragraph 4.a.ii above, which shall compensate for the additional wear and tear due to the extraordinary use. If agreement cannot be reached on the appropriate additional charge, the responsible owner may obtain the opinion of a licensed professional engineer to ascertain the

amount of the extra assessment, which opinion shall be binding on all parties.

c. Extraordinary Repairs—

The responsible owner may at any time assess additional charges for emergency repairs or extraordinary repairs where approval of such charges is made in writing by the owners of not less than seventy-five percent (75%) of the lots described herein.

5. COLLECTION AND EXPENDITURES: The responsible owner shall have the authority to collect funds provided herein and to contract for purposes of accomplishing the provision of this Covenant. In so acting, said owner shall be acting on behalf of all owners for the limited purposes described herein.

6. CHANGES: The responsible owner shall annually review the changes set forth herein and may change the charges specified herein. An affirmative vote of 60 percent (60%) of the property owners of the lots described herein shall be sufficient to effect a change in the rates. Any other changes to this Covenant shall be approved in writing and signed by the owners of record of 75 percent (75%) of the owners of the lots described herein.

7. ADMINISTRATION: The responsible owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this Covenant. In the event funds are not paid when due, said owner may maintain an action to collect the funds and shall be entitled to costs and reasonable attorney fees upon recovery. All costs incurred by the owner shall be charged to the account described above.

8. CONTINUING OBLIGATION: The covenants herein are necessary for the full use and enjoyment of the property described herein and shall be binding upon all owners, their heirs, successors, or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

I. CONSERVATION COVENANT RUNNING WITH THE LAND

A COVENANT to Clark County, State of Washington, hereinafter "County," by the owner, Whispering Meadows Development, LLC, of real property described in Exhibit "A" on behalf of themselves and all their heirs, assigns, and successors in interest into whose ownership said property may pass, agrees that this covenant shall run with the land. It is the purpose of this covenant that certain wetlands and their associated buffer areas as shown in Exhibit "B" will be maintained in a protected state as follows:

1. A physical demarcation along the upland boundary of the buffer area shall be installed and therein maintained. Such demarcation may consist of logs, a tree or hedgerow, fencing, or other prominent physical marking approved by the Director of Planning for the County. Any changes to the type of demarcation shall be similarly approved by the Director of Planning.

2. Consistent with the purpose of this covenant, the following activities shall not occur within the wetlands, streams, and their associated buffers unless otherwise approved by the Director of Planning for the County:
 - a. The removal, excavation, grading, dredging, dumping, discharging, or filling of soil, sand, gravel, minerals, organic matter, or any material in excess of fifty (50) cubic yards or impacting more than one (1) acre of wetlands or buffer, except where undertaken for the maintenance (but not construction) of drainage ditches or for emergency utility repair;

 - b. The construction of a structure, provided that this shall not apply to the reconstruction of damaged or destroyed structures or the expansion of a residential structure or accessory residential structure or a lawfully established pre-existing lot;

- c. The construction of storm water management facilities;
- d. The destruction or alteration of wetlands vegetation through clearing, harvesting, intentional burning, or planting of vegetation that would alter the character of the wetlands or buffer. Provided, however, that the foregoing shall not apply to the following activities undertaken in a manner which minimizes impacts:
 - i. The pruning or removal of dead, dying, or diseased trees and shrubs;
 - ii. The harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation, or the planting of native vegetation which is indigenous to the area;
 - iii. The removal or eradication of noxious weeds so designated in Title 7 of the Clark County Code or other exotic nuisance plants, including non-native blackberries;
 - iv. Site investigative work necessary for land use application submittals such as surveys, soil logs, and percolation tests;
 - v. The construction of trails which shall be pervious or elevated when located within wetlands;

- vi. Emergency fire control or utility repair;
- vii. Activities of the mosquito control district.

3. Nothing in this covenant shall be construed to provide for public use of or entry into the wetlands or buffer areas shown on Exhibit "B." However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant; provided that owners or their heirs, successors, or assigns are given at least 24-hours' advance notice of any such entry.
4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns, and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners shall be enforceable against all of their heirs, assigns, and successors in interest into whose ownership the above-described real property may pass.

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

Dated this 17th day of April, 2007.

WHISPERING MEADOWS DEVELOPMENT, LLC

By Scott Hendrickson
Scott Hendrickson

APPROVED AS TO FORM ONLY:

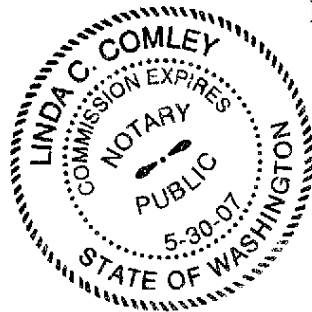
[Signature]
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) SS
County of Clark)

I hereby certify that I know or have satisfactory evidence that Scott Hendrickson signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 17, 2007

[Signature]
Notary Public for the State of WA
My Commission Expires: 5/30/07



Linda C. Comley

Exhibit "A"

LEGAL DESCRIPTION FOR SCOTT HENDRICKSON
Whispering Meadows Phase II Perimeter

August 21, 2006

A parcel of property in the West half of the Southwest quarter of Section 10, Township 3 North, Range 2 East, of the Willamette Meridian, Clark County, Washington described as follows;

COMMENCING at the Northwest corner of said Southwest quarter;

THENCE South $89^{\circ} 37' 22''$ East along the North line of said Southwest quarter 165.02 feet to the most Northerly Northwest corner of that tract conveyed to Whispering Meadows Development, LLC by deed recorded under AF# 3863533, Clark County records and the TRUE POINT OF BEGINNING;

THENCE South $01^{\circ} 09' 25''$ West along a Westerly line of said Whispering Meadows Development, LLC tract 264.02 feet to a Northerly line of said Whispering Meadows Development, LLC tract;

THENCE North $89^{\circ} 37' 22''$ West along said Northerly line 165.02 feet to the West line of said Southwest quarter;

THENCE South $01^{\circ} 09' 25''$ West along said West line 766.16 feet to the Northwest corner of that parcel conveyed to Robert W. Lokker, et al, by deed recorded under AF # 8509250114, Clark County records;

THENCE North $89^{\circ}15'37''$ East along the North line of said Lokker tract 6.87 feet to the Northeast corner of said Lokker tract;

THENCE South $00^{\circ}56'17''$ West along the East line of said Lokker tract 149.11 feet to the Southeast corner thereof;

THENCE South $89^{\circ}15'04''$ West along the South line of said Lokker tract 7.44 feet to the West line of said Southwest quarter;

THENCE South $01^{\circ}09'25''$ West along said West line 448.63 feet to the North line of Whispering Meadows Phase I, a Subdivision recorded in Book 311 of Plats at Page 322, Clark County records;

THENCE South $89^{\circ}23'24''$ East along said North line 25.50 feet to a 125.00 foot radius curve to the left;

THENCE around said 125.00 foot radius curve to the left and along said North line 34.41 feet;

THENCE South $21^{\circ}18'42''$ East along said North line 50.72 feet;

THENCE North $68^{\circ}41'18''$ East along said North line 178.40 feet to a 175.00 foot radius curve to the left;

THENCE around said 175.00 foot radius curve to the left and along said North line 71.53 feet;



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE South $64^{\circ} 33' 07''$ East along said North line 392.57 feet to the East line of the West half of the West half of said Southwest quarter;

THENCE North $01^{\circ} 10' 29''$ East along said East line 921.06 feet to the Southeast corner of that tract conveyed to Doreen L. Wadsworth by Boundary Adjustment recorded under AF# 9702280355, Clark County records;

THENCE North $85^{\circ} 08' 45''$ West along the South line of said Wadsworth tract 5.38 feet to the Southwest corner thereof;

THENCE along the West line of said Wadsworth tract the following courses:

THENCE North $00^{\circ} 07' 22''$ East 46.77 feet;

THENCE North $01^{\circ} 29' 43''$ East 50.82 feet;

THENCE North $02^{\circ} 47' 05''$ East 59.51 feet;

THENCE North $00^{\circ} 27' 35''$ East 46.47 feet;

THENCE North $00^{\circ} 48' 03''$ East 57.63 feet;

THENCE North $00^{\circ} 39' 07''$ East 57.78 feet;

THENCE North $00^{\circ} 29' 41''$ East 46.90 feet;

THENCE North $01^{\circ} 22' 03''$ East 53.16 feet;

THENCE North $01^{\circ} 05' 55''$ East 65.18 feet;

THENCE North $01^{\circ} 03' 36''$ East 76.25 feet to a Northerly line of said Whispering Meadows Development, LLC tract;

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PJS/lea

3 of 4

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 89° 37' 22" West along said Northerly line 308.55 feet to an Easterly line of said Whispering Meadows Development, LLC tract;

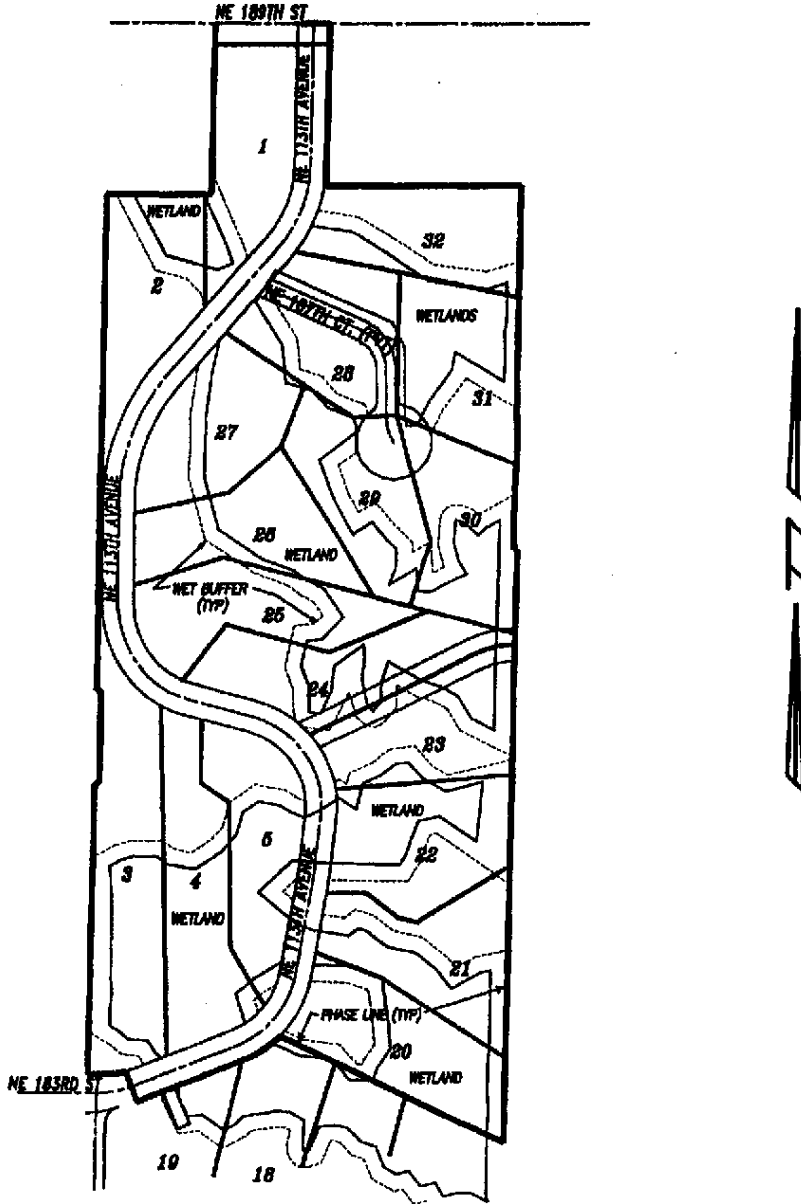
THENCE North 01° 09' 25" East along said Easterly line 250.00 feet to the North line of said Southwest quarter;

THENCE North 89° 37' 22" West along said North line 180.83 feet to the TRUE POINT OF BEGINNING.



8125106

WHISPERING MEADOWS PHASE 2
WETLAND EXHIBIT "B"



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-780-696-1385
1-303-299-8839

CERTIFICATION FOR PLATTING

This is to certify that in connection with the recordation of the plat and dedication of

Whispering Meadows Phase 2

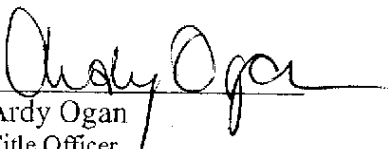
The following list comprises all necessary parties signatory thereto:

Whispering Meadows Development, LLC, a Washington limited liability Company

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

Dated: *6* day of *May* 2007 at 8:00 A.M.

FIDELITY NATIONAL
TITLE INSURANCE COMPANY


Ardy Ogan
Title Officer



DOUG LASHER
Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000
Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Plat Certification Letter

DATE: May 16, 2007

TO WHOM IT MAY CONCERN:

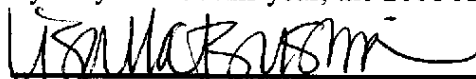
This is to certify that the CURRENT Year 2007 real property taxes in the amount of \$22,197.39 have been paid. We further certify that all prior years taxes and all special assessments are paid in full on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 194144-000	TO BE WHISPERING MEADOWS PH 2 #121 SEC 10 T3N R2EWM 21.14A
2) 194075-000	TO BE WHISPERING MEADOWS PH 2 #51 SEC 10 T3N R2EWM .48A

Platted As: WHISPERING MEADOWS PH 2

Platted By: WHISPERING MEADOWS DEV LLC
PO BOX 518
CRESWELL OR 97426

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2007 taxes if the plat is not recorded with Clark County Auditor by May 31st of this year, the 2008 Advanced taxes must be paid in order to record this plat.


Deputy Treasurer

Treasurer Receipt # 82304