

5368177 PLAT B: 311 P: 863

Total Pages: 58 Rec Fee: \$214.50

Recorded in Clark County, WA 01/18/2017 03:11 PM

COMMUNITY DEVELOPMENT

RETURN ADDRESS

Clark County – Community Development

DOCUMENT TITLE (S)

Dedication of Subdivision

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)

FLD2016-00046

GRANTOR (S)

Krippner Homes, LLC, a Wasington Limited Liability Company

M&T Bank

AVEC GK, Inc., a Washington corporation

GRANTEE (S)

Philbrook Farms Phase I Subdivision

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

Tax Lots 222, 37, 18 and 36 Section 30 T3N R2E

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

198794-000

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.

DESCRIPTION

ORDER NO.: 622-82527

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: Tax Lots 222, 37, 18 and 36 Section 30 T3N R2E

Tax Account No.: 198794000 :

DEDICATION

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

Philbrook Farms Phase 1

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

DATED October 7, 2016



Krippner Homes, LLC, a Washington Limited Liability Company

M&T Bank

AVEC GK, Inc., a Washington corporation

DESCRIPTION

ORDER NO.: 622-82527

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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DATED October 7, 2016

Krippner Homes, LLC, a Washington Limited Liability Company

M&T Bank

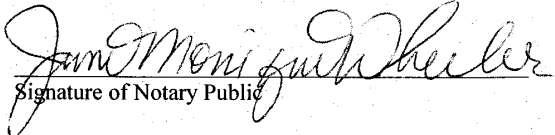


AVEC GK, Inc., a Washington corporation

STATE OF WASHINGTON)
	SS.
COUNTY OF CLARK)

On this day 19TH of OCTOBER, 2016, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID S KENNEDY to me known to be the CFO of AVEC G.K. INC. the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.


Signature of Notary Public

Notary Public in and for the State of Washington,	JUNE MONIQUE WHEELER
Name Printed <u>June Monique Wheeler</u>	Notary Public
Residing at <u>2630 NE 87th Ave, Vancouver, WA</u>	State of Washington
My Commission Expires: <u>11/12/2017</u>	Commission Expires November 12, 2017

Acknowledgment - Corporation - Trust or - Partnership

DESCRIPTION

ORDER NO.: 622-82527

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: Tax Lots 222, 37, 18 and 36 Section 30 T3N R2E

Tax Account No.: 198794000

DEDICATION

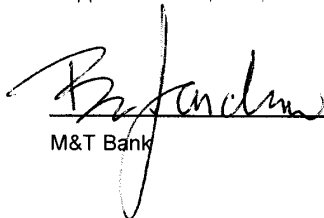
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Philbrook Farms Phase 1

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

DATED October 7, 2016

Krippner Homes, LLC, a Washington Limited Liability Company



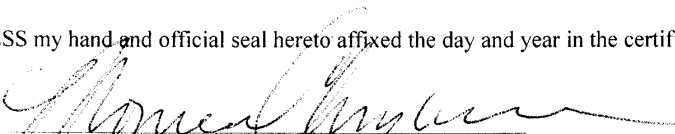
M&T Bank

AVEC GK, Inc., a Washington corporation

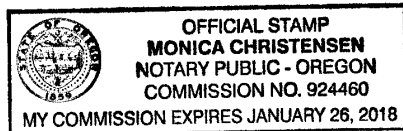
STATE OF Oregon)
COUNTY OF Clatsop SS.

On this day 18th of October 2016, before me, the undersigned, A Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Brian Jarchow to me known to be the Assistant Vice President of M&T Bank the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.


Signature of Notary Public

Notary Public in and for the State of OR
Name Printed Monica Christensen
Residing at West Linn, OR
My Commission Expires: Jan 26, 2018



Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 198794000 a:

A Subdivision in a Portion of Government Lot 1 (fractional Northwest 1/4 of the Northwest 1/4), Government Lot 2 (fractional Southwest 1/4 of the Northwest 1/4) and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 3 North, Range 2 East of the Willamette Meridian, Clark County Washington described as follows:

Commencing at the Northwest corner of said Section 30; Thence along the West line of the fractional Northwest quarter of said Section 30, South 01° 34' 46" West 1153.93 feet to the North line of the South 165.18 feet of Government Lot 1; thence along said North line, South 89° 05' 49" East 30.00 feet to the East right-of-way line of NE 50th Avenue, also being the point of beginning; thence continuing along said North line South 89° 05' 49" East, for a distance of 1367.41 feet; thence along the East line of said Government Lot 1 South 01° 22' 44" West, for a distance of 165.18 feet to the Southeast corner of Government Lot 1; thence along the North line of the West half of the Southeast quarter of the Northwest quarter of said Section 30 South 89° 05' 49" East, for a distance of 488.73 feet; thence leaving said North line South 00° 54' 11" West, for a distance of 138.44 feet; thence South 88° 52' 06" East, for a distance of 5.60 feet; thence South 01° 07' 54" West, for a distance of 154.17 feet; thence North 88° 52' 06" West, for a distance of 1.46 feet; thence South 01° 07' 54" West, for a distance of 262.00 feet; thence North 88° 52' 06" West, for a distance of 1.46 feet; thence South 01° 07' 54" West, for a distance of 262.00 feet; thence North 88° 52' 06" West, for a distance of 1.46 feet; thence South 01° 07' 54" West, for a distance of 108.00 feet; thence South 88° 52' 06" East, for a distance of 565.21 feet; thence South 01° 27' 03" West, for a distance of 96.00 feet; thence South 88° 32' 57" East, for a distance of 46.00 feet; thence South 01° 27' 03" West, for a distance of 41.17 feet; Thence South 88° 32' 57" East, for a distance of 102.00 feet; thence South 01° 27' 03" West, for a distance of 234.01 feet; Thence North 88° 52' 06" West, for a distance of 85.91 feet; thence South 01° 07' 54" West, for a distance of 30.00 feet to the South line of the West half of the Southeast quarter of the Northwest quarter of said Section 30; thence along said South line North 88° 52' 06" West, for a distance of 1121.45 feet to the Southwest corner of the West half of the Southeast quarter of the Northwest quarter of said Section 30; thence along the West line of the West half of the Southeast quarter of the Northwest quarter of Section 30 North 01° 22' 44" East, for a distance of 993.50 feet to the South line of the North half of the North half of Government Lot 2; thence along said South line North 89° 02' 23" West, for a distance of 1369.13 feet to the East right-of-way line of NE 50th Avenue; thence along said East right-of-way line (30 feet from centerline) North 01° 34' 46" East, for a distance of 495.00 feet to the point of beginning.



AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

LEGAL DESCRIPTION

PHILBROOK FARMS PHASE 1 PLAT BOUNDARY

A subdivision in a portion of Government Lot 1 (fractional Northwest 1/4 of the Northwest 1/4), Government Lot 2 (fractional Southwest 1/4 of the Northwest 1/4) and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 3 North, Range 2 East of the Willamette Meridian, Clark County Washington described as follows:

COMMENCING at the Northwest corner of said Section 30; Thence along the West line of the fractional Northwest quarter of said Section 30, South 01°34'46" West 1153.93 feet to the North line of the south 165.18 feet of Government Lot 1;

Thence along said North line, South 89°05'49" East 30.00 feet to the East right-of-way line of NE 50th Avenue, also being the **POINT OF BEGINNING**;

Thence continuing along said North line South 89°05'49" East, for a distance of 1367.41 feet;

Thence along the East line of said Government Lot 1 South 01°22'44" West, for a distance of 165.18 feet to the Southeast corner of Government Lot 1;

Thence along the North line of the West half of the Southeast quarter of the Northwest quarter of said Section 30 South 89°05'49" East, for a distance of 488.73 feet;

Thence leaving said North line South 00°54'11" West, for a distance of 138.44 feet;

Thence South 88°52'06" East, for a distance of 5.60 feet;

Thence South 01°07'54" West, for a distance of 154.17 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 108.00 feet;

Thence South 88°52'06" East, for a distance of 565.21 feet;

Thence South 01°27'03" West, for a distance of 96.00 feet;

Thence South 88°32'57" East, for a distance of 46.00 feet;



Perimeter Phase 1 (AKS Job #4851)
Legal Description

September 29, 2016
Page 1

Thence South 01°27'03" West, for a distance of 41.17 feet;
Thence South 88°32'57" East, for a distance of 102.00 feet;
Thence South 01°27'03" West, for a distance of 234.01 feet;
Thence North 88°52'06" West, for a distance of 85.91 feet;
Thence South 01°07'54" West, for a distance of 30.00 feet to the South line of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along said South line North 88°52'06" West, for a distance of 1121.45 feet to the southwest corner of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along the West line of the West half of the Southeast quarter of the Northwest quarter of Section 30 North 01°22'44" East, for a distance of 993.50 feet to the South line of the North half of the North half of Government Lot 2;
Thence along said South line South 89°02'23" East, for a distance of 1369.13 feet to the East right-of-way line of NE 50th Avenue;
Thence along said East right-of-way line (30 feet from centerline) North 01°34'46" East, for a distance of 495.00 feet to the **POINT OF BEGINNING**.

Containing 36.71 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

Carl A. Beseda



Perimeter Phase 1 (AKS Job #4851)
Legal Description

September 29, 2016
Page 2

Declaration of Developer Covenants to Clark County
For
Philbrook Farms Phase I

THIS DECLARATION OF DEVELOPER COVENANTS TO CLARK COUNTY (hereinafter "DCCC") is made this 1st day of November, 2016 by Krippner Homes, LLC, developer.

A covenant to CLARK COUNTY, State of Washington, (hereinafter "County"), required with the development known as Philbrook Farms Phase I of certain real property, as more particularly described in Exhibit "A", (hereinafter "Site"), whereby the developer of said real property, on behalf of themselves and all their heirs, assigns and successors-in-interest into whose ownership the property may pass, covenant the following conditions:

1. Critical Aquifer Recharge Areas - "The dumping of chemicals into the groundwater is prohibited and the use of excessive fertilizers and pesticides shall be avoided. Homeowners are encouraged to contact the State Wellhead Protection program at (206) 586-9041 or the Washington State Department of Ecology at 800-RECYCLE for more information on groundwater / drinking supply protection."
2. Erosion Control - "Building Permits for lots on the plat shall comply with the approved erosion control plan on file with Clark County Building Department and put in place prior to construction."
3. Responsibility for (private) Stormwater Facility Maintenance: The developer has determined that the stormwater facilities will be private and that the county will not provide long-term maintenance. Future owners/occupants of the lots created by this development shall be responsible for maintenance of the Stormwater facility in compliance with the county's Stormwater Facilities Maintenance Manual as adopted by Chapter 13.26A. The responsible official prior to county approval of the final stormwater plan shall approve such arrangements. Final plats shall specify the legal entity responsible (HOA) for long-term maintenance of stormwater facilities within the Developer Covenants to Clark County. The county shall have the right to inspect privately maintained facilities for compliance with the requirements of this chapter. If the parties responsible (Owner) 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. If these actions are not performed in a timely manner, the county shall take enforcement action and recover from parties responsible (HOA) for the maintenance in accordance with Section 32.04.060.
4. Impact Fees: "In accordance with CCC 40.610, the School, Park and Traffic Impact Fees for each dwelling in this subdivision are:

\$5128.00 – Battle Ground School District

\$1360.00- Acquisition

\$440.00- Development for Park District #8

\$4986.45 - Mt Vista TIF sub-area

The impact fees for lots on this plat shall be fixed for a period of three years, beginning from the date of preliminary plat approval, dated March 24, 2016, and expiring on March 24, 2019. Impact fees for permits applied for following said expiration date shall be recalculated using the then-current regulations and fees schedule."

Modification of Developer Covenants to Clark County

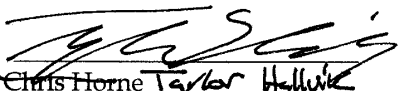
This covenant is executed in conjunction with the approval of the development described above. Under no circumstances shall these covenants be modified unless approved consistent with Clark County Code 40.540.120, "Alteration and Vacation of Final Plats."


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

Dated this 1st day of November, 2016.

APPROVED AS TO FORM ONLY:

Clark County , Washington
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Chris Horne Taylor Halliwell
Civil Deputy Prosecuting Attorney

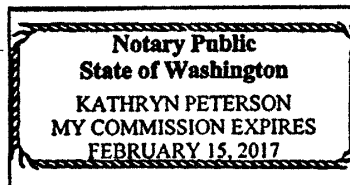
By: 
Krippner Homes, LLC
Owner/Developer

STATE OF WASHINGTON)
)
) SS.
COUNTY OF CLARK)

On this day 15th of November, 2016, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chad Krippner to me known to be the member of Krippner Homes LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that Chad Krippner is/are authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature of Notary Public



Notary Public in and for the State of Washington,

Name Printed Kathryn Peterson

Residing at La Center, WA 98629

My Commission Expires: 2/15/17

Acknowledgment - Corporation - Trust or - Partnership



AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

LEGAL DESCRIPTION

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COMMENCING at the Northwest corner of said Section 30; Thence along the West line of the fractional Northwest quarter of said Section 30, South 01°34'46" West 1153.93 feet to the North line of the south 165.18 feet of Government Lot 1;

Thence along said North line, South 89°05'49" East 30.00 feet to the East right-of-way line of NE 50th Avenue, also being the **POINT OF BEGINNING**;

Thence continuing along said North line South 89°05'49" East, for a distance of 1367.41 feet;

Thence along the East line of said Government Lot 1 South 01°22'44" West, for a distance of 165.18 feet to the Southeast corner of Government Lot 1;

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Perimeter Phase 1 (AKS Job #4851)
Legal Description

October 3, 2016
Page 1

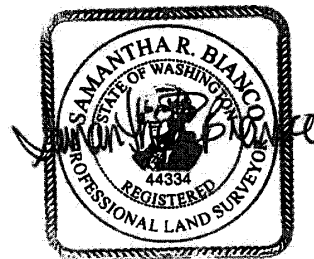
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Thence along said East right-of-way line (30 feet from centerline) North 01°34'46" East, for a distance of 495.00 feet to the **POINT OF BEGINNING**.

Containing 36.71 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Samantha R. Bianco, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

Samantha R. Bianco



GENERAL ANNEXATION COVENANT

THIS COVENANT is made and executed this 1st day of November, 2016, by
and between the City of Vancouver, a municipal corporation, hereinafter referred to as "City" and
Krippner Homes, LLC, hereinafter referred to as "Owner". WHEREAS, the Owner owns, or
claims an ownership interest in, the following real property
located in Clark County, Washington, hereinafter referred to as "Property":

Parcel No(s): 198806-000, 198794-000, 198805-000

Abbr. Legal: Tax lots 222, 37, 18 and 36, S 30 T3N, R2E, WM

WHEREAS, the property is located outside the present city limits of Vancouver, and within the
Vancouver Urban Growth Area; and,

WHEREAS, it is understood that the Owner is submitting their petition signature supporting
annexation; and,

WHEREAS, it is recognized that the Property is to become part of the City of Vancouver through
annexation; and,

WHEREAS, the Owner has been informed of and understands that the City intends to commence
annexation proceedings to annex certain property to the City of Vancouver, including, but not
limited to, the property legally described herein; and,

WHEREAS, the Owner of the Property is not under a legal obligation to sign a petition for
annexation to the City of Vancouver for the Property legally described herein at this time; and,

WHEREAS, the Owner further acknowledges that this covenant shall be considered a valid
Petition supporting annexation; and,

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by
reference.

2. COVENANT RUNNING WITH THE LAND: The Owner agrees that in the event of a sale or transfer of the property affected by this Agreement, future Owners shall acknowledge that the promises made herein, do constitute a covenant running with the land as described above, which shall bind the land and shall run with the land, binding the Owners, heirs, transferees, Successors in Interest and all who derive an interest herein. The Owner understand this covenant shall be considered a valid Petition for Annexation by the Owner, heirs, successors and assignees, for the Property.

3. NON-SEVERABILITY: In the event that any material provision is found unenforceable by a court of competent jurisdiction, this Agreement shall be null and void and the City shall have no further obligation to annex the property that is described herein.

THIS COVENANT shall be recorded in the Clark County Auditor's Office.

Dated this 1st day of November, 2016.

Prosecuting Attorney

Chris Horne Taylor Holwick
Civil Deputy Prosecuting Attorney

Chad Krippner
(Signature of Owner)

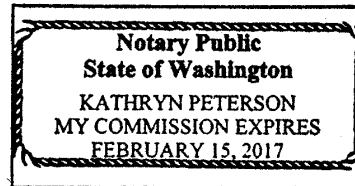
Chad Krippner
(Printed name of Owner)

STATE OF WASHINGTON)
SS.
COUNTY OF CLARK)

On this day 1st of November, 2016, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chad Krippner me known to be the member of Krippner Homes LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that Chad Krippner is/are authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Kathryn Peterson
Signature of Notary Public



Notary Public in and for the State of Washington,

Name Printed Kathryn Peterson

Residing at La Center, WA 98629
My Commission Expires: 2/15/17

COVENANT RUNNING WITH THE LAND

A **COVENANT** to Clark County, State of Washington, hereinafter "County", entered into the conjunction with (Subdivision / Site Plan) Review# FLD2016-00002, of certain real property as more particularly described as ***Philbrook Farms Phase 1***, the plat of which has been recorded with the Clark County Recorder in Book, 311 and Page 863, incorporated therein by this reference. A copy of an expanded portion of the plat is attached hereto and incorporated by reference as Exhibit "B", hereinafter "**SITE**" whereby the owners of said real property on behalf on themselves and al their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that they will maintain the stormwater control and treatment facilities located in ***Philbrook Farms Phase 1*** (hereinafter "**FACILITIES**"), and that the County will have access to the **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 hereinafter described in Exhibit "A".

1. The purposes of this covenant are to ensure that the owners of the real property known as ***Philbrook Farms Phase 1*** and all of their heirs, assigns, and successors in interest to that property will be responsible for inspection and maintenance of the **FACILITIES** as required by Chapters 13.26A and 40.380/40.385 of the Clark County Code (CCC), and that the County will be allowed access to the **FACILITIES**. (_____) initials

2. The owners of the real property known as ***Philbrook Farms Phase 1*** and all of their heirs, assigns, and successors in interest to that property will inspect and maintain the **FACILITIES** according to the requirements of the County Stormwater Facility Maintenance Manual, as further described in CCC Chapters 13.26A and 40.380/40.385. 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 32.04.60.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the stormwater quantity and quality facilities 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. The provisions of this covenant are enforceable in law in equity by Clark County and its successors.
5. 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,
6. 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, (____) initials

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

Dated this 1st day of November, 2016

APPROVED AS TO FORM ONLY:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____

~~Chris Horne / Christine Cook~~ Taylor Hollibaugh
Civil Deputy Prosecuting Attorney

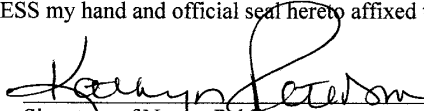
By: _____

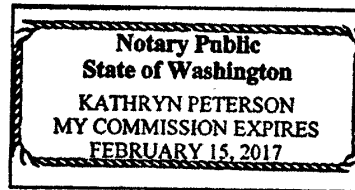
Krippner Homes, LLC

STATE OF WASHINGTON)
SS.
COUNTY OF CLARK)

On this day 1st of November, 2016, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chad Krippner to me known to be the member of Krippner Homes LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that Chad Krippner is/are authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.


Signature of Notary Public



Notary Public in and for the State of Washington,

Name Printed Kathryn Peterson

Residing at La Center, WA 98629

My Commission Expires: 2/15/17

Acknowledgment - Corporation - Trust or - Partnership



AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

LEGAL DESCRIPTION

Exhibit "A"

PHILBROOK FARMS PHASE 1 PLAT BOUNDARY

A subdivision in a portion of Government Lot 1 (fractional Northwest 1/4 of the Northwest 1/4), Government Lot 2 (fractional Southwest 1/4 of the Northwest 1/4) and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 3 North, Range 2 East of the Willamette Meridian, Clark County Washington described as follows:

COMMENCING at the Northwest corner of said Section 30; Thence along the West line of the fractional Northwest quarter of said Section 30, South 01°34'46" West 1153.93 feet to the North line of the south 165.18 feet of Government Lot 1;

Thence along said North line, South 89°05'49" East 30.00 feet to the East right-of-way line of NE 50th Avenue, also being the **POINT OF BEGINNING**;

Thence continuing along said North line South 89°05'49" East, for a distance of 1367.41 feet;

Thence along the East line of said Government Lot 1 South 01°22'44" West, for a distance of 165.18 feet to the Southeast corner of Government Lot 1;

Thence along the North line of the West half of the Southeast quarter of the Northwest quarter of said Section 30 South 89°05'49" East, for a distance of 488.73 feet;

Thence leaving said North line South 00°54'11" West, for a distance of 138.44 feet;

Thence South 88°52'06" East, for a distance of 5.60 feet;

Thence South 01°07'54" West, for a distance of 154.17 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 108.00 feet;

Thence South 88°52'06" East, for a distance of 565.21 feet;

Thence South 01°27'03" West, for a distance of 96.00 feet;

Thence South 88°32'57" East, for a distance of 46.00 feet;



Perimeter Phase 1 (AKS Job #4851)
Legal Description

October 3, 2016
Page 1

Thence South 01°27'03" West, for a distance of 41.17 feet;
Thence South 88°32'57" East, for a distance of 102.00 feet;
Thence South 01°27'03" West, for a distance of 234.01 feet;
Thence North 88°52'06" West, for a distance of 85.91 feet;
Thence South 01°07'54" West, for a distance of 30.00 feet to the South line of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along said South line North 88°52'06" West, for a distance of 1121.45 feet to the southwest corner of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along the West line of the West half of the Southeast quarter of the Northwest quarter of Section 30 North 01°22'44" East, for a distance of 993.50 feet to the South line of the North half of the North half of Government Lot 2;
Thence along said South line North 89°02'23" West, for a distance of 1369.13 feet to the East right-of-way line of NE 50th Avenue;
Thence along said East right-of-way line (30 feet from centerline) North 01°34'46" East, for a distance of 495.00 feet to the **POINT OF BEGINNING**.

Containing 36.71 acres, more or less.

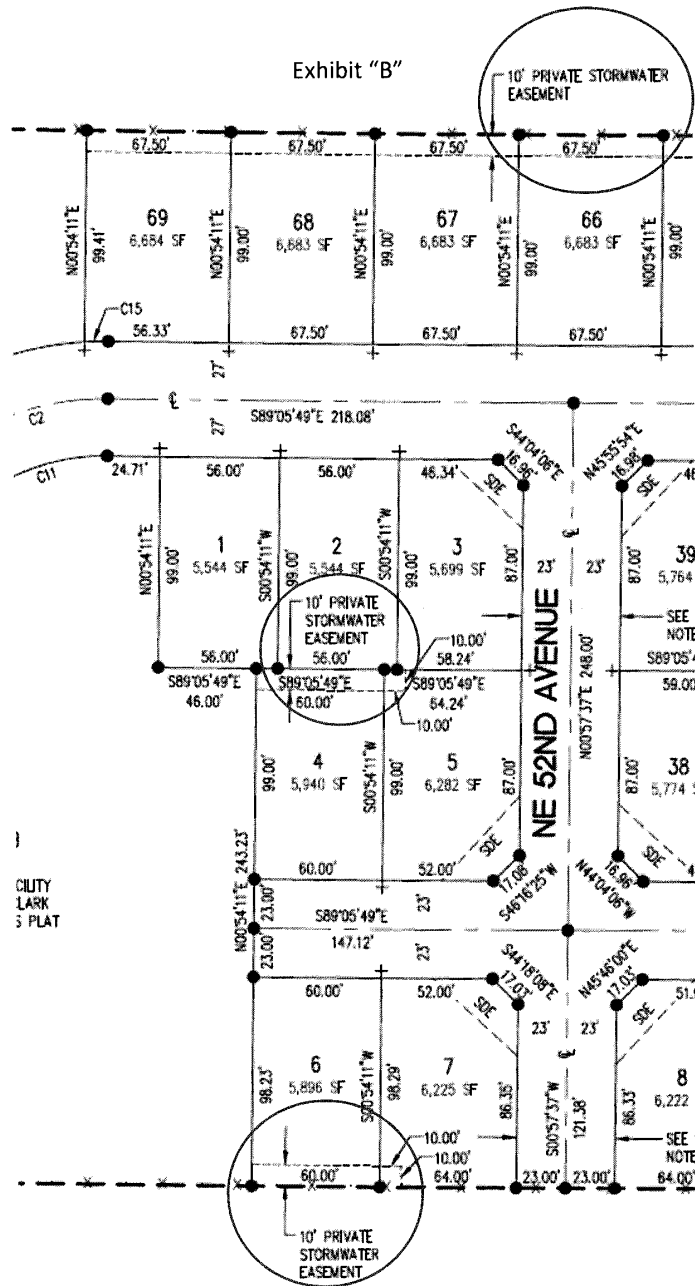
SURVEYOR'S CERTIFICATE

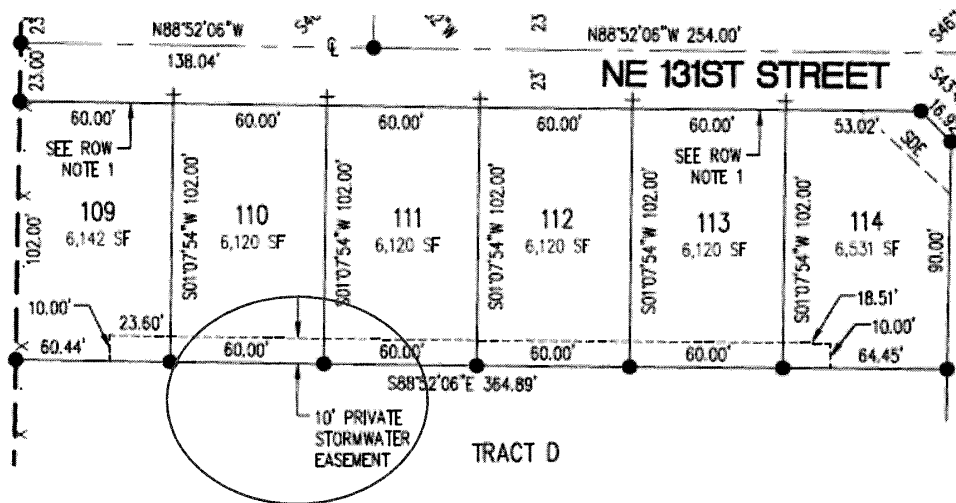
I, Samantha R. Bianco, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

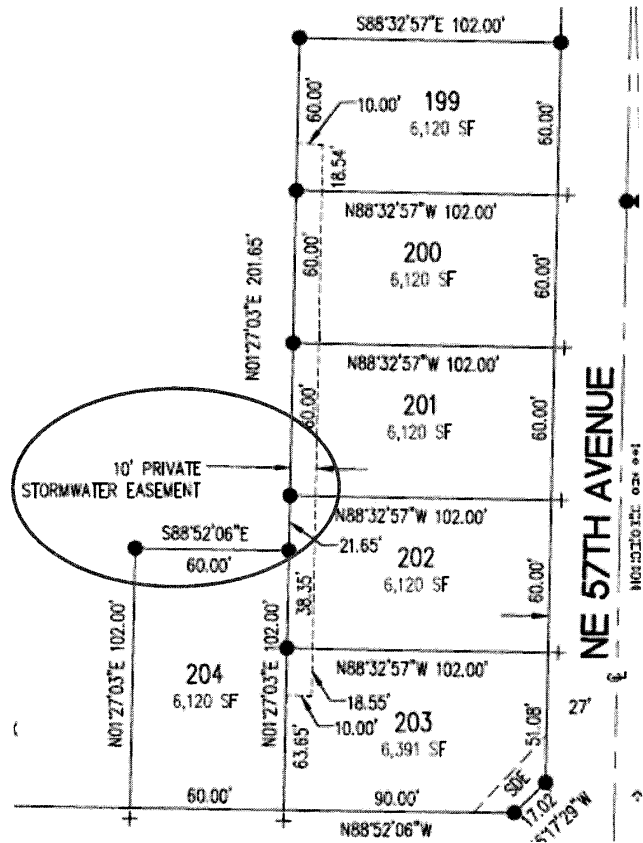
Samantha R. Bianco



Exhibit "B"







**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash Graham & Dunn, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Grantor : Krippner Homes, LLC, a Washington limited liability company
Grantee : The Public
Abbreviated Legal : #18#37 #222 SEC 30 T3NR2EWM
Assessor's Tax Parcel Nos.: 198794-000
Prior Excise Tax No. : NA
Other Reference No. : NA

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
PHILBROOK FARMS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS is made this 5th day of January, 2017, by Krippner Homes, LLC, a Washington limited liability corporation ("Declarant").

RECITALS:

A. Declarant owns all of that real property located in Clark County, Washington, the perimeter of which is legally described in **Exhibit A**, and platted as Philbrook Farms subdivision, Phase 1, a subdivision in the plat records of Clark County, Washington, under Auditor's File Number 5368177 ("Plat") at Book 311, Page 863.

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 1

B. Philbrook Farms is a residential development consisting of residential Lots and Common Areas located in Clark County, Washington.

C. The purpose of this Declaration is to provide a means for maintaining, controlling, and preserving the Property.

D. Declarant will provide leadership in organizing and administering the homeowners association during the development period, but expects Owners within Philbrook Farms to accept responsibility for administration at the Turnover Meeting referred to in Section 6.7 below. Funds for the maintenance of Common Areas and other areas within the development will be provided through Assessments against those who own Lots within Philbrook Farms .

E. Declarant hereby declares that the Property and all improvements thereon are subject to the provisions of this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, and restrictions stated in this Declaration. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall be enforceable as equitable servitudes, shall run with the Property, and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title, or interest in any part of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property described in this Declaration known as Philbrook Farms shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Assessments**" mean all assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association, or the provisions of any governing laws, and include but are not limited to common expenses to be shared by all Owners.

1.2 "**Association**" means the nonprofit corporation to be formed to serve as a homeowner Association.

1.3 "**Board of Directors**" or "**Board**" means the initial directors named in the Articles of Incorporation of the Association or any subsequent directors elected by the Owners of the Association in the manner provided in the Association's Bylaws.

1.4 "**CC&Rs**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Philbrook Farms, and any amendments thereto.

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 2

1.5 "**Common Areas**" and "**Common Improvements**" means those defined areas in Section 3.1 of this Declaration.

1.6 "**Declarant**" means Krippner Homes, a Washington limited liability company, and its successors and assigns to whom Declarant rights have been transferred by deed. Declarant may include more than one entity and in that case the Declarants shall reach agreement among themselves on how to exercise Declarant rights under this Declaration.

1.7 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Philbrook Farms, and any amendments thereto.

1.8 "**Governing Documents**" means this Declaration, together with the Articles of Incorporation, and Bylaws of the Association, rules and regulations adopted by the Board of Directors of the Association, and those documents defined in RCW 64.38.010(10), as any may be amended from time to time.

1.9 "**Improvement**" means a building located upon a Lot within the Property and designated for occupancy as a residential dwelling, together with any garage, deck, patio, or other structure or physical improvement on a Lot.

1.10 "**Lot**" means a numerically designated residential, platted lot within Phase 1 of the Property, and shall include the platted lots within future phases of Philbrook Farms illustrated in **Exhibit B**, once additional phases are made subject to this Declaration by amendment, and including the Improvements located on such Lot. Lots may also be illustrated in recorded plats of the Property ("Plat" or "Plats"). Where there is a conflict between the Lots shown on the Map in **Exhibit B** and the Lots shown on a recorded Plat, the recorded Plat shall control.

1.11 "**Member**" means an Owner having the right to participate in the Association.

1.12 "**Owner**" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.13 "**Property**" means the Property described in Section 2.1 below.

ARTICLE 2

PROPERTY SUBJECT TO THESE COVENANTS

2.1 **Property**. Declarant hereby declares that all the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to this Declaration:

DECLARATION OF COVENANTS, CONDITIONS,
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The perimeter of Phase 1 of the Property is legally described in **Exhibit A** and illustrated in **Exhibit A-1**.

Property may also include all property known as future phases of Philbrook Farms (Future Phases), which Future Phases may be added in an amendment to this Declaration pursuant to the Declarant rights in Section 6.1. A map of all phases of the Property is attached as **Exhibit B**.

The Property is also subject to the conditions in the Final Order approving the Philbrook Farms PUD, Clark County File No. PLD2015-00048 and PUD2015-00002 (SEP2015-00066 and EVR2015-00056), which provisions are incorporated into this Declaration by reference.

ARTICLE 3

COMMON AREAS AND COMMON IMPROVEMENTS

3.1 **Designation of Common Areas and Common Improvements.** The Common Areas consist of the following areas:

3.1.1 All open space tracts as shown on the Plat, including landscaping, play fields, pedestrian paths, play structures, picnic tables, benches, and other amenities within them; except that all stormwater facilities within the open space tracts will be maintained by Clark County. Clark County will own the open space tracts as shown on the Plat, and the Association will have an easement over them to carry out the obligations under this Section 3.1.1, as set forth in a separately recorded instrument.

3.1.2 Planter strip landscaping within road rights-of-way within and adjacent to the Property. Planter strips are to include Glacier Drain, 1-inch to 3-inch rock mix, or a substantially similar rock to be approved by the Board.

3.1.3 Perimeter fencing along NE 50th Avenue, and the entry monument sign on Tracts A and B at the intersection of NE 50th Avenue and NE 134th Street.

3.1.4 All areas located within the Property but not within any Lot, and areas commonly owned or maintained within the Property by the Association, including areas within the Property dedicated to Clark County but which the Board of Directors elects to also maintain, and including front-yard maintenance on Lots pursuant to Section 5.10.3.

3.1.5 All Common Areas within Future Phases of Philbrook Farms, which may be added and described in an amendment executed and recorded by Declarant pursuant to the rights in Section 6.1.

ARTICLE 4

PROPERTY RIGHTS IN LOTS

DECLARATION OF COVENANTS, CONDITIONS,
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4.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but in all cases the Lot shall be bound by and each Owner and the Declarant shall comply with the restrictions contained in Article 5 below and all other provisions of this Declaration for the mutual benefit of all Owners.

ARTICLE 5

DECLARATION OF PROTECTIVE COVENANTS

5.1 Building Restrictions. All dwellings, or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes and regulations of Clark County, and the conditions noted on the Plats of Philbrook Farms. No dwelling shall be constructed or permitted upon any Lot other than one single family dwelling for a single family occupancy only, not to exceed two stories in height. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or mobile home or trailer shall be used as a residence, even on a temporary basis during the course of construction.

5.2 Square Foot Minimum – Dwellings. The floor area of the dwelling structure, exclusive of basements, open or screened porches and garages, shall not be less the 1,600 square feet for a one-story dwelling or 2,000 square feet for a two-story dwelling. No mobile or manufactured homes shall be allowed.

5.3 Roof. All roofs shall be of minimum thirty-year architectural composition shingle in the colors of black, charcoal, or “weathered wood”, or of substantially similar color, as approved by the Architectural Control Committee.

5.4 Color. Unless otherwise approved by the Architectural Control Committee, semi-transparent or solid paints or stains in earth-tone hues only are acceptable. The color combination for the body and trim of a dwelling may not be repeated by any two dwellings sharing a common side-yard boundary or by any dwellings on Lots across the street from each other. Lots across the street from each other means a Lot from which a straight line is extended at any point on that Lot across the street and touches the boundary of the second Lot at any point. In approving a paint color, the Architectural Control Committee shall have the discretion to determine if the intent of this Section to break up the color scheme is met even if there is not strict compliance.

5.5 Siding. Unless approved otherwise by the Architectural Control Committee, all elevations of each dwelling shall be of cedar, redwood, fiber cement product, lap siding, or board and batten pattern, with shakes or shingles, masonry/stone, or such other equivalent accents. Vinyl siding is not allowed. The front elevation of each dwelling must have a minimum of 10% of a stone accent.

5.6 Garages. Each dwelling shall include an attached garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles. Carports will not be permitted. Garage doors shall be painted or stained and not left factory primed.

DECLARATION OF COVENANTS, CONDITIONS,
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5.7 Outbuildings. All outbuildings must be of no more than one level and must complement (i.e. be of like kind and material to) the dwelling in material, color and design. The location of such outbuildings shall be set back or even with the front of the house. No used building or structure shall be moved or placed on the Property or any Lot.

5.8 Fencing. All Lots shall be fenced in the rear and side yards by the homebuilder at the time of construction of the dwelling on the Lot. No fence shall be situated street-ward of the front yard set-back line (as determined by the then current applicable municipal set-back regulations) and all side-yard fencing shall extend to within at least ten feet from the front foundation corner of the dwelling. With the exception of the frontage fencing, all fencing shall be six-foot, dog-eared, three-rail with metal posts, substantially similar in detail to the attached drawing in Exhibit C; and all fences shall have at least one coat of oil stain (i.e., Olympic, Semi-transparent Walnut (708) or equivalent) applied before or at the time of installation. Notwithstanding the foregoing requirements, the Declarant shall have the unqualified right to install fences of any type within or along the boundary lines, Common Areas, easements or other areas while such areas are within the Declarant's ownership during the period of Declarant's Control, defined below, including, but not limited to, metal, cyclone or chain-link fencing.

5.9 Curb Cuts. All curb and pavement cuts must be professionally sawn; provided however, that curb grinding is also allowed. Any damage to the street from a driveway curb cut, concrete spalling, or settlement, shall be the builder/Lot owner's responsibility to repair for a period of not less than two years from the date of the curb modification. All curb cuts shall equal existing curbs in appearance, texture, and sub-grade compaction.

5.10 Landscaping requirements. Each Lot's street-facing side yards exterior of the fencing and the Lot's front yard shall be fully landscaped concurrently with construction of the dwelling, and thereafter the front yards will be maintained by the Association pursuant to Section 5.10.3. Rear yard landscaping interior of the fencing shall be completed within 3 months after the certificate of occupancy for the dwelling is obtained, or up to 6 months from the date of the certificate of occupancy if approved by the Architectural Control Committee, and as long as all required erosion control measures are in place. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Board of Directors. All front and rear yard areas shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees, and lawn areas. Bark mulch, river rock or similar material may be used where appropriate per typical landscaping schemes. Unless approved by the Architectural Control Committee, every Lot must contain a minimum one flowering pear tree in the street planting strip (two trees for corner lots) with an initial base height of not less than six (6) feet. Owners must keep landscaping, including lawns, regularly watered, pruned, fertilized and maintained in a healthy condition year-around.

5.10.1 All roof drainage downspouts and rear and front Lot area drains shall be directly connected to the individual Lot and common pipe drainage system, as indicated in the approved subdivision civil engineering drawings. Roof downspout splash blocks are not allowed. Foundation drains shall be constructed in accordance with the local building codes.

5.10.2 Each Owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases. Each Owner shall provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and neat and not exceed six (6) feet in height.

5.10.3 The Association will provide a community-wide front-yard landscaping maintenance service, including mowing and weed control, and such cost shall be a common expense; provided however, at the time of construction on the Lot each Lot shall be installed with a fully operational front-yard sprinkler system at the Lot Owner's expense.

5.11 Builders. No dwelling on a Lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his services under a general contractor's bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling, unless the Owner meets the requirements of this section.

5.12 Climate Control. Window mounted air conditioners are not allowed.

5.13 Exterior Lighting. Type and placement of exterior lighting devices shall reasonably eliminate glare and annoyance to adjacent property Owners and passersby. No light shall be directed outside the residential Lot line.

5.14 Deck and Patio Covers. All covers for decks and patios must be of complementary design and be constructed of the same materials as dwellings. Covers of metal and plastic sheathing are prohibited.

5.15 Windows. Windows shall be of a design and color complementary to the exterior of the dwelling. Window frames of mill-finished aluminum will not be allowed.

5.16 Completion. Construction of any dwelling shall be completed including exterior decoration within twelve months from date of start of construction. All Lots, prior to the construction of improvements thereon, shall be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

5.17 Maintenance. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval of the Architectural Control Committee. In addition, each Owner shall keep all shrubs, trees, grass, and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material, except that the Association will be responsible for maintenance of Common Areas and Improvements and the front yards. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes to Lots and Improvements thereon shall

DECLARATION OF COVENANTS, CONDITIONS,
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likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

5.18 Easements. Easements for the installation and maintenance of utilities and for sidewalks as necessary to comply with ADA slope requirements, are reserved as shown on the official Plats of Philbrook Farms. Except as otherwise provided in this Declaration or on the Plats, the area included in said easements shall be maintained by the Lot owner of the Lot burdened by the easement in as attractive and well-kept condition as the remainder of the Lot. Permanent structures may not be constructed within the easements except fences.

5.19 Retaining Walls. Retaining walls shall be made of concrete or masonry product or of rock, and fully comply with local building codes. Effort should be made to limit the height of such walls to only the height that is necessary for the retaining wall to function as intended.

5.20 Permitted and Non-Permitted Uses.

5.20.1 No subdivision or Partition. No platted Lot within the Property may be further subdivided or partitioned so as to create more than one parcel.

5.20.2 Residential use. Lots shall only be used for residential purposes. Except home occupations authorized by local zoning laws, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Property, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model or apartment for the purposes of sale or rental, and (c) the right of the Owner of property to use the residence as a home office; provided, however, that the residence is not generally open to the public and is limited to occasional by-appointment-only customer, client or trade visitor visitation. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable government ordinances.

5.20.3 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept or permitted within any Lot or the Property other than a reasonable number of household pets. No household pets shall be commercially bred or commercially raised on the Property. No dogs whose barking causes a regular disturbance to any Owner shall be allowed. Any inconvenience, damage or unpleasantness caused by an animal shall be the responsibility of the respective Owner thereof. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove an animal upon receipt of the third notice in writing from the Association Board of Directors of violations of any rule, regulation or restriction governing animals within the Property. Any animal droppings shall immediately be collected and disposed of by the animal Owner. All animal pens and enclosures shall be kept clean and free of odor at all times. No animal may be kept if it is a nuisance.

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5.20.4 Garbage and Refuse Material. No trash, garbage, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any Lot, driveway or other areas within the Property. Trash, garbage or other waste shall not be kept except in sanitary containers.

5.20.5 Temporary Structures. No trailer, camper, basement, tent, shack, garage, barn, or other out buildings or temporary structures erected or situated within the Property, shall, at any times, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting.

5.20.6 Trailers, Campers, Commercial Vehicles, Boats, Etc. Storage. No boats, trailers, camper vehicles, or other recreational vehicles or equipment, motor vehicles not operated in daily use, or vehicles with a gross vehicle weight of 9,000 pounds or more or over eight feet tall shall be parked or stored in the streets or driveways, or on any other portion of the Property, except for the purpose of temporary (up to 48 hours) loading or unloading, and except that boats, trailers and camper vehicles may be allowed in a side yard only at garage side of dwelling if screened with a solid six foot high fence or if fully enclosed in a garage. One commercial vehicle per lot is allowed, with a maximum gross vehicle weight of under 9,000 pounds or not more than eight feet tall. No vehicle described in this section shall be stored in the front or rear yards or used as a residence temporarily or permanently on any portion of the Property. No vehicle shall display offensive or obnoxious company logos, graphics or literature material. The Board of Directors, at its sole discretion, shall have authority to deny any Owner the right to park vehicles allowed by this Section if the Owner is not in compliance with the provisions of this Declaration, or any rules adopted by the Board. All vehicles described in this section that are to be parked in a side yard shall be approved on a case by case basis by the Board of Directors.

5.20.7 Vehicle & Equipment Storage. All inoperable vehicles and equipment must be stored inside of an enclosed building. No vehicle maintenance or repair may be conducted on any of the streets or Common Areas located within the boundaries of the Property.

5.20.8 Offensive or Unlawful Activities. Owners shall not engage in or conduct, or suffer and permit others to engage in or conduct, any noxious or offensive activities on a Lot or on the Property, or place, install, or locate any material or improvement on a Lot or on the Property that may unreasonably interfere with or unreasonably jeopardize other Owners' use and enjoyment of their respective Lots or the Property. Owners, their lessees, guests, and invitees shall not cultivate, process, dry, use, or consume, or suffer and permit any person to cultivate, produce, process, dry, use, or consume any parts of the plant Cannabis family Moraceae (Marijuana) on any Lot except in Living Units and/or other enclosed structures. Owners shall comply with all laws, zoning ordinances, and other regulations validly adopted by any local, state, or federal government having jurisdiction over the Property. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees, or directed at the managing agent, its agents or employees, or vendors. Lot occupants shall exercise extreme care not to make noises that may disturb other Lot occupants.

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5.20.9 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, for a period in excess of 48 hours, unless kept within a garage. A vehicle shall be deemed to be in an "extreme state of disrepair" when, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

5.20.10 Leasing and Rental of Lots. No Owner may lease or rent Owner's Lot for a period of less than 30 days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. No "For Rent" signs shall be allowed anywhere within the Property, including in yards or in windows. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Lot.

5.20.11 Erosion. No Owner or resident of a Lot or parcel shall allow any condition to arise or continue that causes soil erosion. If soil erosion caused by a condition on or occurring on a Lot, is present at any time, it shall be the responsibility of the Owner of the Lot to immediately correct the condition and stop the erosion. No Owner shall denude a Lot or portion thereof in such a fashion that it causes erosion to occur, except during construction, in which later event, the conditions of this section shall be observed. All bare dirt shall be covered with straw, visqueen, or a similar substance that is designed to prevent rainwater from eroding bare soil. Erosion control fences, catch-basin bags and other measures required by Clark County's erosion control ordinance, and the drainage and erosion control plans approved for the land use approval governing the Properties shall be employed for all construction activities. In the absence of an approved Clark County's erosion control ordinance, the erosion control ordinances adopted by Clark County are incorporated herein by reference and shall govern erosion control as though adopted as a rule of the Association. This section shall create duties as between individual Owners, which shall also be owed to the Association.

5.20.12 Outdoor Facilities.

(a) All utility connections from trunk lines to dwellings shall be underground. Exposed plumbing or electrical lines are not permitted within the Property.

(b) Basketball facilities on a Lot, street, or Common Area shall not be in use between the hours of 9:00 PM and 9:00 AM. Basketball hoops may not be attached to the structure of a dwelling. Moveable basketball hoops may not be located in front yards, streets or sidewalks but may be located in driveways on a Lot.

(c) Service facilities (garbage and recycling bins, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from a street or a neighboring property except on a scheduled pick-up day.

5.20.13 Antennas, Satellite Dishes and Solar Panels. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 18 inches in diameter or other exterior transmission or receiving devices shall not be allowed. Solar panels, as defined in RCW

64.38.055, are allowed (a) if they meet applicable health and safety standards and requirements imposed by state and local permitting authorities; (b) if used to heat water, is certified by the solar rating certification corporation or another nationally recognized certification agency (certification must be for the solar energy panel and for installation); and (c) if used to produce electricity, meets all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories, such as underwriters laboratories, and, where applicable, rules of the utilities and transportation commission regarding safety and reliability; provided, however no part of a roof-mounted solar energy panel shall be visible above the roof line. A solar energy panel may be attached to the slope of a roof facing a street only if: (i) the solar energy panel conforms to the slope of the roof; and (ii) the top edge of the solar energy panel is parallel to the roof ridge. In addition, a solar energy panel frame, a support bracket, or any visible piping or wiring must be painted to coordinate with the roofing material; (ii) an owner or resident must shield a ground-mounted solar energy panel if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent; and (iii) Owners or residents who install solar energy panels must indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel.

5.20.14 Parking.

(a) No Owner or resident shall park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident's access to their driveway.

(b) Vehicles which are not in regular use shall not be parked in streets or driveways. Vehicles may not be parked on the street more than seven consecutive days without leaving the street.

5.20.15 Seasonal Lighting. Seasonal holiday lighting and decorations are permissible if removed within 30 days after the celebrated holiday.

5.20.16 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot, except that two such signs may be placed on a Lot during the course of initial construction of Improvements on such Lot. This restriction shall not prohibit the temporary display of political signs placed no earlier than three weeks prior to an election date. Said political signs shall not exceed three square feet and no more than three political signs shall be displayed on any one Lot at a time. All political signs shall be removed from a Lot within 48 hours after election day. The restrictions in this section shall not apply to an entrance sign placed by the Declarant, or Declarant's successor, advertising the development.

5.20.17 Flags. Pursuant to RCW 64.38.033, the Association may not prohibit the outdoor display of the flag of the United States by an Owner or resident on the Owner's or resident's property if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. Sec. 1 *et seq.* The Board may adopt reasonable rules and regulations, consistent with 4

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U.S.C. Sec. 1 *et seq.*, regarding the placement and manner of display of the flag of the United States. The Association may not prohibit the installation of a flagpole for the display of the flag of the United States. The Board may adopt rules and regulations regarding the location and the size of the flagpole. For purposes of this section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 *et seq.*, that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

ARTICLE 6

ASSOCIATION

6.1 **Formation.** Declarant shall form and organize an association of all of the Owners within the Property during the period of Declarant's Control, defined below. Such Association, its successors and assigns, shall be organized under the name "Philbrook Farms Homeowners Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in the Articles of Incorporation and Bylaws for said Association for the benefit of the Property and all Owners thereof. The Declarant shall have full control of the Association until the Turnover Meeting described in Section 6.7 occurs (Declarant's Control). During Declarant's Control, the Declarant shall have the sole authority to (1) appoint or remove members of the Board of Directors who need not be Owners; (2) appoint or remove officers of Association who need not be Owners; (3) determine when to commence charging assessments against the Lots; (4) veto or approve any action of the Board of Directors or Owners in its sole discretion; and (5) unilaterally adopt and record amendments to this Declaration without any other Owner approval, including but not limited to, any modified or additional restrictions in Article 5, and including amendments which add the Future Phases to the Declaration illustrated in **Exhibit B**, if Declarant owns the Future Phases, and which amendments define the Common Areas and Improvements in Future Phases.

6.2 Architectural Control Committee.

6.2.1 **Required Approval.** No residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, antennae, satellite dish, solar panel or other improvement shall be constructed or erected upon any Lot, nor shall any exterior alteration or addition be commenced, until complete plans and specifications thereof have been reviewed and approved in writing by the Architectural Control Committee. For the purposes of this Declaration, all of the foregoing are referred to as "proposed improvements."

6.2.2 **Composition.** During the period of Declarant's Control, the Architectural Control Committee will consist of the Declarant or its designees. After termination of Declarant's Control, the Declarant will transfer control Architectural Control Committee to the Association. At the Turnover Meeting, the Owners shall elect an Architectural Control Committee consisting of three (3) Owners elected by a majority of the Owners. Members of the Architectural Control

Committee shall serve terms of one (1) year without compensation, but there shall be no limitation on the number of terms served.

6.2.3 Application Requirements. Application for approval of the Architectural Control Committee shall include the following: (a) a site plan of the entire Lot upon which the improvements are proposed, depicting all public streets, easements and rights-of-way encroaching upon or contiguous with said Lot; and all proposed improvements, drawn to a scale of not greater than one inch equals four feet (for purpose of example only, one inch equals five (5) feet is a greater scale than one inch equals four (4) feet); (b) construction drawings showing the proposed improvements in complete detail, including any existing improvements to which it will be attached, drawn to a scale of not greater than one inch equals three (3) feet (c) a color palate including lists of all proposed exterior materials and finishes; (e) a schedule including estimated dates of commencement and completion of construction. In addition to the foregoing, all plans and specifications shall conform to applicable state and local codes and regulations. Every sheet and page submitted shall specify the Lot number and address of proposed improvements, and the correspondence address and telephone number of the Owner.

6.2.4 Processing Application. Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the Architectural Control Committee shall send written approval or disapproval of proposed improvements by mail, return receipt requested, to the Owner's address specified on plans and specifications. Proposed improvements may be disapproved only for failure to comply with the provisions of this Declaration, and the Architectural Control Committee shall specify all objectionable elements of the proposal in any written disapproval. If the Architectural Control Committee fails to mail disapproval to the Owner within the times specified above, the proposed improvements shall be deemed approved; provided, however, all provisions and requirements of this Declaration shall remain applicable to the proposed improvements and this Declaration may be enforced under Article 9 for noncompliance even if the Architectural Control Committee failed to act in time. The Owner may resubmit plans and specifications at any time; provided however, the Architectural Control Committee may refuse to review any plans and specifications which include elements previously disapproved.

6.2.5 Limitation of Liability. No action for damages, costs or attorney fees may be maintained against the Association, the Declarant, the Architectural Control Committee, or any member thereof, for the approval or disapproval of any proposed improvement; provided, however, any Owner may bring an action in the Superior Court of Clark County seeking a declaratory ruling, writ or injunction to stop construction or compel compliance with this Declaration.

6.3 Organization. Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington during Declarant's Control. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated homeowners association under RCW 64.38 of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated association existing thereupon shall automatically vest in a successor unincorporated nonprofit association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the

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incorporated Association. To the greatest extent possible, any successor, unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

6.4 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.5 Voting Rights. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

6.6 Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations contained in the Governing Documents. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation laws of the State of Washington. The Board of Directors shall act in all instances on behalf of the Association except that it shall take no action that affects any of Declarant's rights set forth in Section 6.1. In the performance of their duties, the officers and members of the Board of Directors shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under Chapter 24.03 RCW (Nonprofit Corporation Act).

6.7 Initial Board; Turnover Meeting. Declarant shall have the right to name an initial board of no more than three directors, who shall be named in the Association's Articles of Incorporation. Said directors shall serve as the Board of Directors of the Association until replaced by Declarant during Declarant's Control of the Association, or their successors have been elected by the Owners at the Turnover Meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association once all 250 of the Lots within all phases of the Property illustrated in Exhibit B are sold to Owners other than the Declarant or licensed homebuilders who purchased a Lot from the Declarant, or the date on which the Declarant unilaterally records an amendment to the Declaration in which the Declarant voluntarily surrenders control of the Association, whichever occurs earlier. No other Owner approval is required for the execution and recording of this amendment. Expiration of the Declarant's Control of the Association will not affect the rights of the Declarant as an Owner under the Declaration, Bylaws or other Governing Document.

6.8 At the Turnover Meeting, the initial directors shall resign and their successors shall be elected by the Owners as provided in the Bylaws of the Association. If the Declarant fails to call the Turnover Meeting as required by Section 6.7, any Owner of a Lot may call the meeting by giving notice as provided in the Bylaws. Once the Owners elect the first Board of Directors, Declarant shall provide copies of only the following documents, if in existence, to the newly

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appointed President: (a) copies of this Declaration, the Articles of Incorporation and Bylaws for the Association; (b) bank account number, budget, bank statements, checks, financial statements and funds of the Association; (c) adopted rules and regulations; (d) insurance policies applicable to the Association; and (e) any leases or other contracts, including service contracts, to which the Association is a party. If any of these documents do not exist, the Declarant shall state so in writing to the President. Other than the foregoing, the Declarant is under no obligation to create documents or provide any other documents to the Association except as required by law.

ARTICLE 7

MAINTENANCE

7.1 Maintenance.

7.1.1 The Association shall maintain the Common Areas and Common Improvements described in Article 3.

7.1.2 The Association, its heirs, successors and assigns, shall be the owner of, and be responsible for the maintenance of, the Common Areas and Common Improvements, to the construction standard to which it is originally built. The Association shall not damage any real or personal property of any Lot Owner in the exercise of the inspection and maintenance responsibilities of the Association, and no Lot Owner shall interfere with the Association's access to the Common Improvements for the purposes of inspection and maintenance. The Association may, at the sole discretion of the Association, replace any or all of the Common Improvements in lieu of repair, as a common expense. The Association shall have access to any Lot for the purpose of such repair or replacement, and shall have a temporary easement for the area that must be accessed or occupied by the Association, its duly authorized agents, employees or contractors for the purpose of such repair or replacement, except that any landscaping damaged or destroyed in the process or as a result of such repair or replacement shall be restored as nearly as possible to its pre-replacement or pre-repair condition as soon as practicable, at the expense of the Association, which shall be a common expense among all Owners. The easement areas that are referenced in this subsection shall not extend to the land area under any dwelling.

ARTICLE 8

ASSESSMENTS

8.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas and Improvements and other areas to be maintained by the Association.

Each Lot shall be assessed a \$350 capitalization fee payable to the Association upon the first sale of the Lot by the Declarant or by a licensed homebuilder constructing the house on the Lot. The buyer of the Lot must pay the \$350 capitalization fee at the closing of the buyer's purchase transaction with the Declarant or licensed homebuilder. Licensed homebuilders

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constructing the original house on the Lot are not liable for this capitalization fee. If the capitalization fee is not paid at the buyer's closing for whatever reason, the capitalization fee shall increase to \$450, and the full amount due shall immediately become a lien against the Lot (in addition to any other liens that may exist for unpaid assessments), and the Association will be entitled to enforce the lien pursuant to Section 9.2.

8.2 Apportionment of Assessments. All Lots are subject to Assessment and all Owners shall pay an equal pro rata share of the Assessment commencing upon the date as set forth in Section 8.3 below. Each year thereafter the annual assessment shall be due upon receipt of notice from the Board. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner.

8.3 Annual Assessments. Once the Declarant determines that Assessments will be assessed against the Lots, the Board of Directors of the Association shall prepare an operating budget for the Association, and annually thereafter, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-Assessment, and any funds in an account of the Association. The Board by resolution may increase the annual assessment as a result of the budgeting process. Within thirty days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the owners ratify a subsequent budget proposed by the board of directors. Additional provisions related to the budget, including reserves, are set forth in the Bylaws.

8.4 Special Assessments. In addition to the general assessments provided in Section 8.3, Special Assessments may be levied against Owners for the purpose of defraying, in whole or in part, the cost of any unanticipated or significant expense of the Association, and any Special Assessment shall be levied only with the concurrence of sixty seven percent (67%) or more of the Owners. Special assessments shall also include any cost or charged assessed by the Association against a Lot to reimburse the Association for costs expended to bring a Lot into compliance with this Declaration or for any benefit received by the Lot that is not enjoyed by all Lot Owners as a whole. Special assessments levied against less than all of the Lots shall not require a vote of the Owners but may be approved and assessed by the Board of Directors.

8.5 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Lot against which

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each such Assessment or charge is made at the time each Assessment or charge is made. Such Assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below.

ARTICLE 9

ENFORCEMENT

9.1 Violation of Protective Covenants. In the event any Owner shall violate any provision of the Governing Documents, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, then the Association acting through its Board of Directors shall, after notice and opportunity to be heard, have the right to do any or all of the following:

(a) assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute individual Assessments for purposes of this Declaration;

(b) Cause any vehicle parked in violation of any Governing Document to be towed and impounded at the Owners' expense, which expenses if paid by the Association shall constitute an individual Assessments for purposes of this Declaration;

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document.

Notice and opportunity to be heard shall not available to Owners who have failed to pay an Assessment.

9.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate of 12% per annum until paid in full. In such event the Association may exercise any or all of the following remedies:

(a) The Association shall have a lien against each Lot for any Assessment levied against the Lot, which includes any fines, collection costs, attorney's fees or other charges imposed under any Governing Document or by law against the Owner of the Lot at the time of the Assessment or charge.

(b) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in section (a) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

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(c) The Association shall have any other remedy available to it by law or in equity.

9.3 Costs and Attorneys' Fees. In the event the Association shall take any action to enforce these covenants, with or without bringing suit, or in the event the Association does bring suit or action to enforce any Governing Document or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Clark County Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

9.4 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration or any other Governing Document are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration or any other Governing Document by appropriate legal proceedings.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Amendment and Repeal. While Declarant has control of the Association before the Turnover Meeting (e.g. Declarant owns at least one of the 250 Lots within the Property), Declarant shall have the unilateral right to amend this Declaration without any other Owner approval, and any subsequent amendment thereto, at any time, by a written and recorded instrument signed by the Declarant. While Declarant has control of the Association, Declarant has the right to approve or disapprove any amendment approved by the Owners pursuant to this Section. Subject to the rights of the Declarant, this Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot. Any such amendment or repeal shall become effective only upon recordation in the deed records of Clark County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments or repeal so approved and certifying that said amendments or repeal have been approved in the manner required by this Declaration and only if approved by the Declarant while Declarant has control of the Association. In no event shall non-Declarant amendments under this section create, limit or diminish Declarant's rights without Declarant's consent.

10.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of these covenants restricting or regulating the Owner's use, improvement or

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enjoyment of Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

10.3 Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any other Governing Document of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration or any other Governing Document shall not be deemed a waiver of the right to do so thereafter.

10.4 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall not limit any provision of this Declaration.

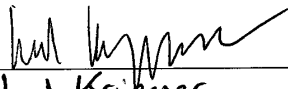
10.5 Notices and Other Documents. Any notice or other document permitted or required by this Declaration or any other Governing Document may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot; if to the Association, to the mailing address of the Association as filed with the Washington Secretary of State. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein. The Bylaws may allow notice and voting by electronic means for matters governed by the Bylaws.

SIGNATURE ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

DECLARANT:
Krippner Homes, LLC, a Washington limited liability company


By: Chad Krippner
Title: Member
Date: January 5th, 2017

Address:


6315 NE 63rd St. Ste 166
Vancouver, WA 98661

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State of Washington)
) ss.
County of Clark)

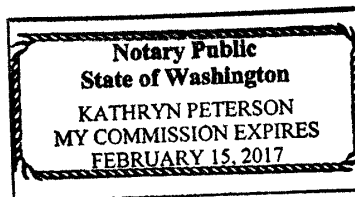
On this 5th day of January, 2017, before me personally appeared Chad Kripper, to me known to be the member of the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated: January 5th, 2017.



Notary Public for Washington

Kathryn Peterson
(Printed or Stamped Name of Notary)
Residing at La Center WA
My appointment expires: 2/15/17



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Exhibit A
Legal Description of Phase 1 of Philbrook Farms
See Following Pages

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AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR · VANCOUVER, WA · SALEM KEIZER, OR

LEGAL DESCRIPTION

PHILBROOK FARMS PHASE 1 PLAT BOUNDARY

A subdivision in a portion of Government Lot 1 (fractional Northwest 1/4 of the Northwest 1/4), Government Lot 2 (fractional Southwest 1/4 of the Northwest 1/4) and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 3 North, Range 2 East of the Willamette Meridian, Clark County Washington described as follows:

COMMENCING at the Northwest corner of said Section 30; Thence along the West line of the fractional Northwest quarter of said Section 30, South 01°34'46" West 1153.93 feet to the North line of the south 165.18 feet of Government Lot 1;

Thence along said North line, South 89°05'49" East 30.00 feet to the East right-of-way line of NE 50th Avenue, also being the **POINT OF BEGINNING**;

Thence continuing along said North line South 89°05'49" East, for a distance of 1367.41 feet;

Thence along the East line of said Government Lot 1 South 01°22'44" West, for a distance of 165.18 feet to the Southeast corner of Government Lot 1;

Thence along the North line of the West half of the Southeast quarter of the Northwest quarter of said Section 30 South 89°05'49" East, for a distance of 488.73 feet;

Thence leaving said North line South 00°54'11" West, for a distance of 138.44 feet;

Thence South 88°52'06" East, for a distance of 5.60 feet;

Thence South 01°07'54" West, for a distance of 154.17 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 262.00 feet;

Thence North 88°52'06" West, for a distance of 1.46 feet;

Thence South 01°07'54" West, for a distance of 108.00 feet;

Thence South 88°52'06" East, for a distance of 565.21 feet;

Thence South 01°27'03" West, for a distance of 96.00 feet;

Thence South 88°32'57" East, for a distance of 46.00 feet;



Perimeter Phase 1 (AKS Job #4851)
Legal Description

October 3, 2016
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Thence South 01°27'03" West, for a distance of 41.17 feet;
Thence South 88°32'57" East, for a distance of 102.00 feet;
Thence South 01°27'03" West, for a distance of 234.01 feet;
Thence North 88°52'06" West, for a distance of 85.91 feet;
Thence South 01°07'54" West, for a distance of 30.00 feet to the South line of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along said South line North 88°52'06" West, for a distance of 1121.45 feet to the southwest corner of the West half of the Southeast quarter of the Northwest quarter of said Section 30;
Thence along the West line of the West half of the Southeast quarter of the Northwest quarter of Section 30 North 01°22'44" East, for a distance of 993.50 feet to the South line of the North half of the North half of Government Lot 2;
Thence along said South line North 89°02'23" West, for a distance of 1369.13 feet to the East right-of-way line of NE 50th Avenue;
Thence along said East right-of-way line (30 feet from centerline) North 01°34'46" East, for a distance of 495.00 feet to the **POINT OF BEGINNING**.

Containing 36.71 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Samantha R. Bianco, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

Samantha R. Bianco



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Exhibit A-1
Plat of Phase 1 of Philbrook Farms
See Following Pages

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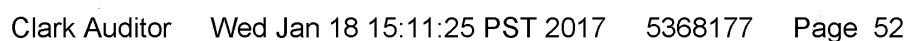
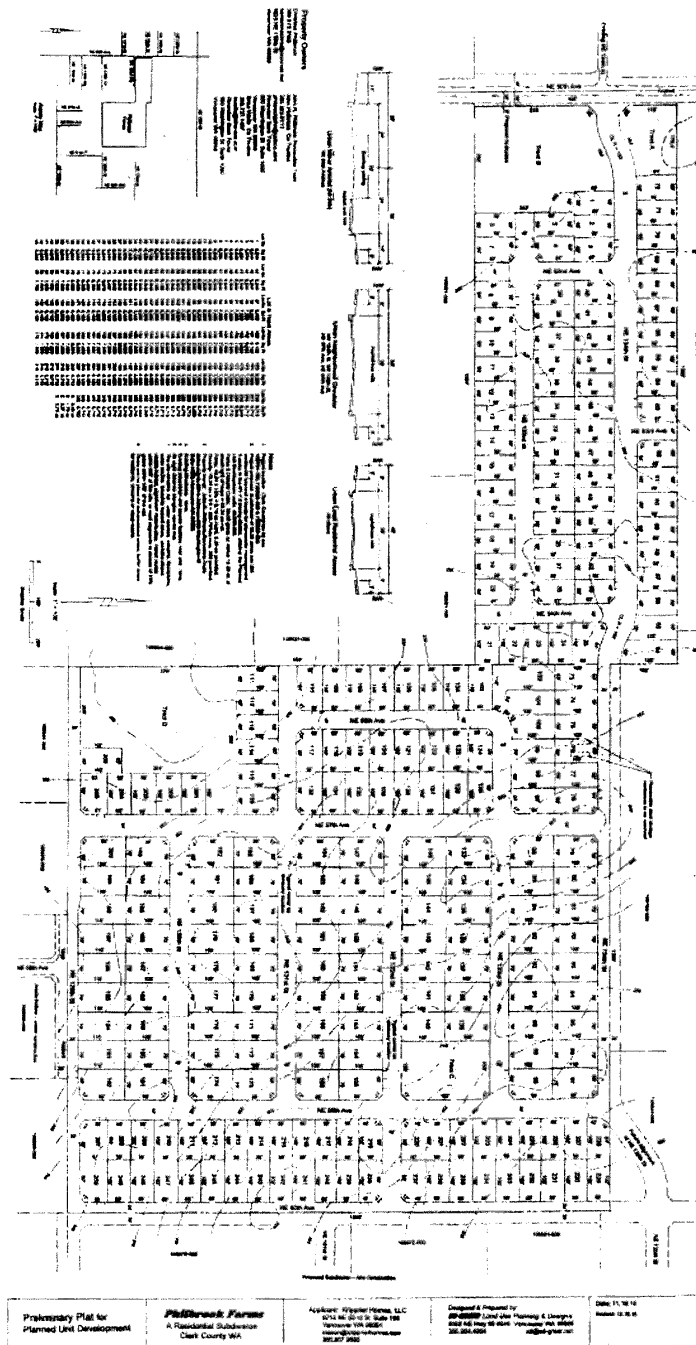


Exhibit B
Phase Map of Philbrook Farms
See Following Page

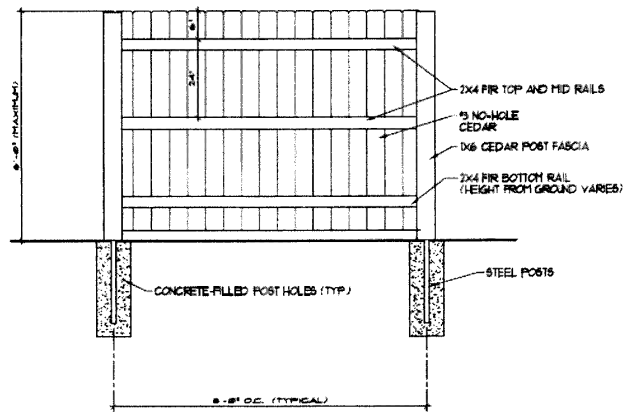
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 27

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 28



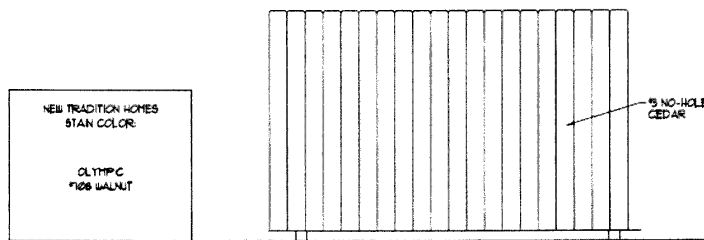
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 29

Exhibit C
Fencing Standard



INTERIOR ELEVATION

NO SCALE



EXTERIOR ELEVATION

NO SCALE

NEW TRADITION HOMES FENCE DETAILS
CLARK COUNTY ALTERNATE STYLE

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS - PAGE 30

CERTIFICATION FOR SUBDIVISION PLATTING

ORDER NO.: 622-82527

This is to certify that in connection with the recordation of the plat and dedication of
Philbrook Farms Phase 1

The following list comprises all necessary parties signatory thereto:

Krippner Homes, LLC, a Washington Limited Liability Company
M&T Bank
AVEC GK, Inc., a Washington corporation

This certificate 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 December 20, 2016

CHICAGO TITLE COMPANY OF WASHINGTON



James R. Copeland



DOUG LASHER
CLARK COUNTY TREASURER

P.O. Box 5000, Vancouver, Washington 98666-5000
Telephone 360-397-2252, Fax: 360-397-6042
Web: www.clark.wa.gov/Treas

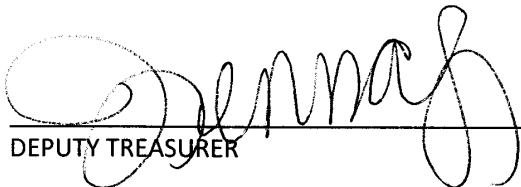
ADVANCE TAXES COLLECTED
PLAT CERTIFICATION LETTER
DATE: December 27, 2016

This is to certify that the 2017 estimated real property tax in the amount of \$374527.16 has been paid. We further certify that the current and prior years' taxes have been paid in full on the property described as follows:

Property ID Abbreviated Legal
198794000 #18 SEC 30 T3NR2EWM 36.71A

Platted As: PHILBROOK FARMS PH1

Platted By: KRIPPNER HOMES LLC
6715 NE 63RD ST STE 166
VANCOUVER WA 98661


DEPUTY TREASURER

RECEIPT# 2961417

