

4171962 PLAT B:311 P:386
RecFee - \$103.00 Pages: 21 - COMMUNITY DEVELOPMENT
Clark County, WA 5/24/05 4:08 PM



BK 311 P386

RETURN ADDRESS

Clark County – Community Development, Planning

DOCUMENT TITLE (S)

Avalon Heights

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)

FLD2005-00080

GRANTOR (S)

Rock Creek Homes, LLC
Irwin Leitgeb

GRANTEE (S)

Avalon Heights

Public and Private

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

Tax Lot 34, located in the NW ¼ of the SE ¼ of Section 36, Township 3 North, Range 1 East of the Willamette Meridian.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

189778-000

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



Fidelity National Title Insurance Company

DESCRIPTION
SEE ATTACHED EXHIBIT "A"

DECLARATION OF DEDICATION

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

AVALON HEIGHTS

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

Dated this 15 day of November, 2005 at 8:00 A.M.

Rock Creek Homes, LLC, a Washington limited
Liability company

BY:

Irwin Leitgeb

BY:

Abbreviated Legal Description: SECTION 36, TOWNSHIP 3 NORTH, RANGE 1 EAST
Tax Account No.: 189778-000

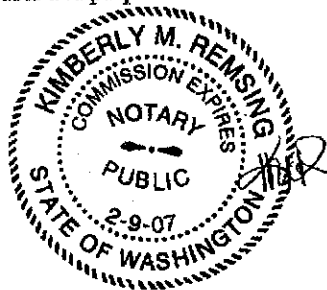
STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Ben Uskokki
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed
this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and
acknowledged it as the Member of ROCK CREEK HOMES LLC
To be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: November 15, 2005

Kimberly M. Remsing
Notary Public in and for the state of Washington
My appointment expires: 2-9-2007



OREGON
STATE OF WASHINGTON
COUNTY OF MULTNOMAH SS.
~~CLARK~~

On this day personally appeared before me IRWIN LEITGEB
To me known to be the individual __ described in and who executed the within and foregoing
instrument and acknowledged to me that he signed the same as his free and voluntary act and deed
for the purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 2005

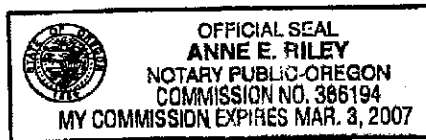


Signature of Notary Public

Printed Name of Notary Public ANNE E RILEY

Residing at: Lake Oswego, Oregon

My commission Expires: 3-3-2007





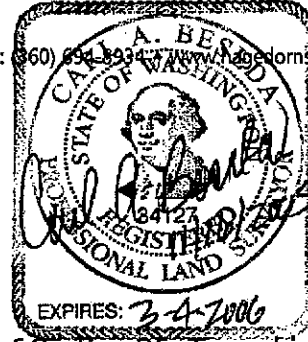
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 696-3934 • www.hagedornse.com

November 15, 2005

**PERIMETER DESCRIPTION
FOR
AVALON HEIGHTS**



A portion of the Northwest quarter of the Southeast quarter of Section 36, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36, as shown in Book 53 of Surveys, page 26, Clark County Auditor's Records; thence North 00° 00' 00" East, along the West line of said Northwest quarter, for a distance of 527.94 feet to the Southwest corner of the "Rock Creek Homes tract" as described under Clark County Auditor's File No. 3996001, also being the Northwest corner of "Pleasant Plaza" recorded in Book "G" of Plats, page 340, Clark County Auditor's Records (Survey 53-26) and the TRUE POINT OF BEGINNING; thence North 89° 52' 27" East, along the South line of said "Rock Creek Homes tract", also being along the North line of "Pleasant Plaza" (G-340), for a distance of 495.00 feet to the Southeast corner of said "Rock Creek Homes tract"; thence North 00° 00' 00" East, along the East line of said "Rock Creek Homes tract", for a distance of 244.00 feet to the Northeast corner thereof; thence South 89° 52' 27" East, along the North line of said "Rock Creek Homes tract", for a distance of 495.00 feet to the Northwest corner thereof being on the West line of the Northwest quarter of the Southeast quarter of Section 36 (Survey 53-26); thence South 00° 00' 00" West, along said West line, for a distance of 244.00 feet to the TRUE POINT OF BEGINNING.

CONTAINS 2.77 acres.

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.

LD2005\Avalon Heights (Harju).acb
05-210

JOINT ACCESS AGREEMENT

Whereas, lots 14, 15 and 16 of Avalon Heights Clark County subdivision recorded in Book of Plats at book number 311, at page 386, share the same access driveway along a common property line;

It is therefore agreed by the present owners of the above described properties, that they have mutual right to access and use said driveway, including utilities right-of-way, maintenance, and repair, to be shared equally.

This agreement will be applicable to the present owners, their heirs, and/or assignees.

BU

Ben Uskoski, Member
Rock Creek Homes, LLC
Lot #14

BU

Ben Uskoski, Member
Rock Creek Homes, LLC
Lot #15

BU

Ben Uskoski, Member
Rock Creek Homes, LLC
Lot #16

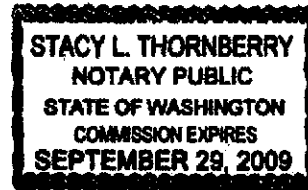
STATE OF WASHINGTON
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Ben Uskoski
To me known to be the Member of the
Rock Creek 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 state that he
is/are authorized to execute the said instrument on behalf of said entity.

Dated: November 16, 2005

Stacy L. Thornberry
Notary in and for the State of Washington.

Residing at: Clark County
My appointment expires: September 29, 2009



COVENANT RUNNING WITH THE LAND

A COVENANT to Clark County, State of Washington, hereinafter "County", entered into in conjunction with Avalon Heights Subdivision, of certain real property as more particularly described in Exhibit "A", whereby the owners of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, covenant that the county will have access to the stormwater control and treatment facilities as shown in Exhibit "B", hereinafter

WITNESSETH:

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 Avalon Heights or any lot thereof, 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. It is the purpose of this covenant to ensure that the County is allowed access to the stormwater control and treatment facilities as shown on Exhibit "B". The purpose of county access is for inspection of the facilities for compliance with CCC 40.380, Stormwater and Erosion Control and its successors. A secondary purpose is for emergency maintenance to prevent flooding or pollution of other properties,
2. If the Avalon Heights Property Owners and the Avalon Heights Homeowners Association, as established under the Declaration of Covenants for Avalon Heights, 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 may perform this maintenance and bill the parties responsible for the maintenance in accordance with CCC 32.04.060.
3. Nothing in this covenant shall be construed to provide for public use of or entry into the stormwater quantity and quality facilities area as shown on Exhibit B'. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant.
4. The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
5. This covenant and all of its provisions, and each of them, shall be binding upon the owners and any, and all of their heirs, assigns and successors in interest into whose ownership 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.

Covenant – Page 1

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 this Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation and Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of said covenant.

IN WITNESS WHEREOF, the undersigned, being the Owner of Avalon Heights have hereunto set its hand this 14th day of December, 2005.

Approved as to form,



ROCK CREEK HOMES, LLC.

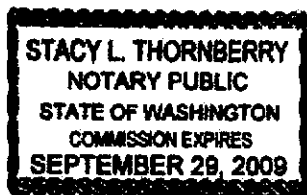
By:



Ben Uskoski, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that BEN USKOSKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Rock Creek Homes, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14th day of December, 2005.




NOTARY PUBLIC in and for the State of
Washington; my appt. expires:
September 29, 2009



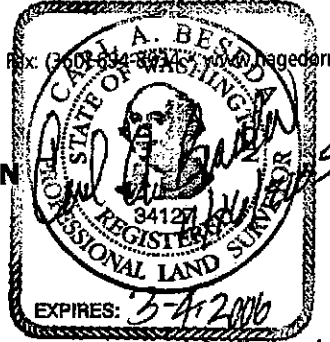
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1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 696-8872 • www.hagedornse.com

November 15, 2005

PERIMETER DESCRIPTION FOR AVALON HEIGHTS



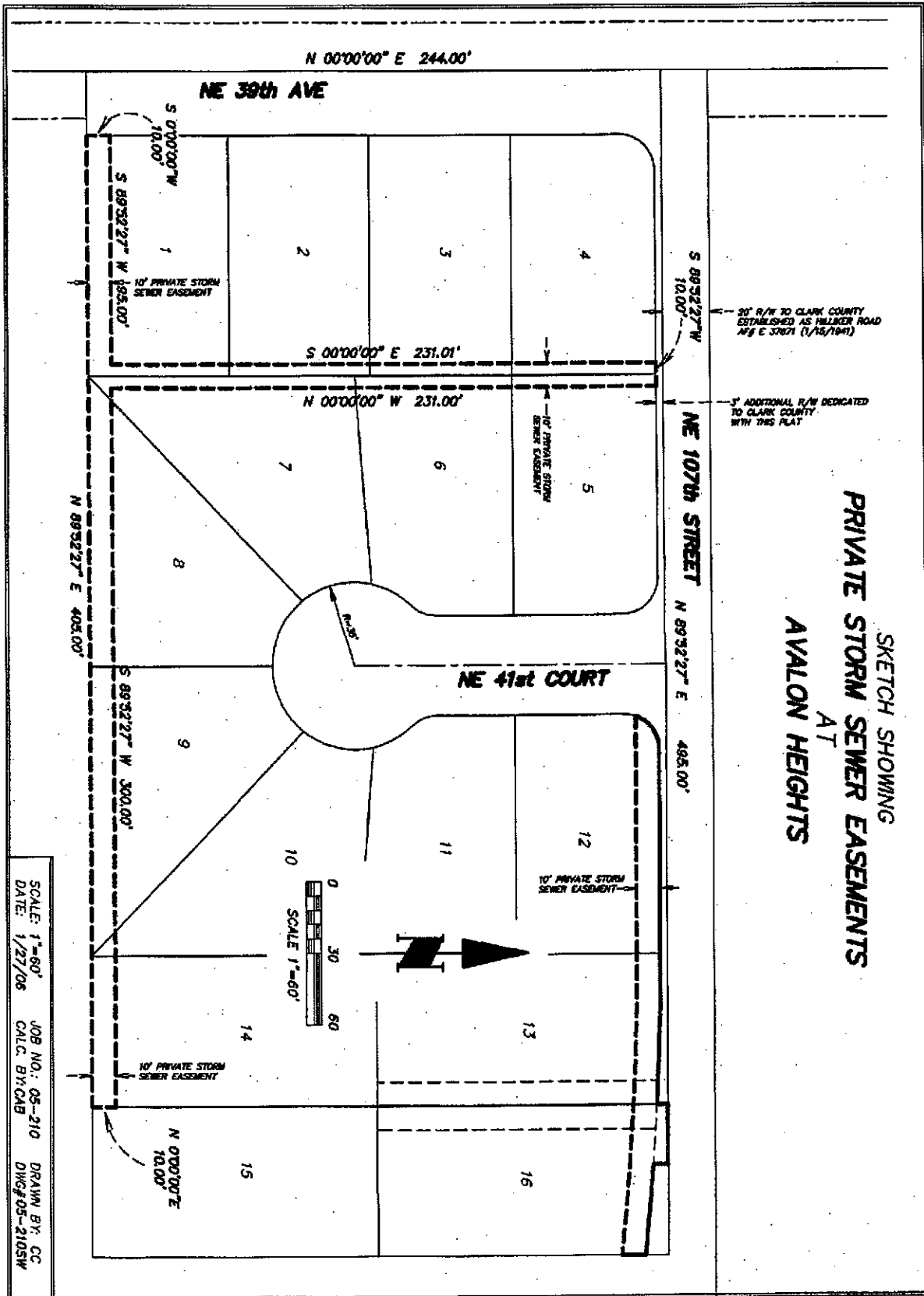
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CONTAINS 2.77 acres.

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.

LD2005\Avalon Heights (Harju).acb
05-210



**DECLARATION OF COVENANTS
FOR
AVALON HEIGHTS**

This Declaration is made by the Developer and current owner of Avalon Heights, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer, as the developer of Avalon Heights in Clark County, State of Washington, described in Exhibit A of this Declaration, desires provide for covenants to maintain the storm drain facilities for the benefit of said subdivision, and to this end, desires to subject the real property described in exhibit A to the covenants, restrictions, reservations and charges hereinafter set forth; each and all of which are declared to be for the benefit of said property and each and every owner of any part thereof, and

WHEREAS, Developer has deemed it desirable to these ends to create an agency to enforce certain of said covenants, restrictions, reservations and charges, and

WHEREAS, The Avalon Heights Homeowners Association, hereafter the "Association" shall be a Washington non-profit Association formed for the purposes of carrying out the intents and purpose of this Declaration of Covenants and Restrictions.

NOW, THEREFORE, Developer hereby declares that the property described above is and shall be held upon and conveyed subject to the covenants, restrictions, reservations and charges hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. The following words and terms when used in this Declaration or any supplemental declaration shall have the following meanings:

- a "Association" shall mean and refer to The Avalon Heights Homeowners Association, a Washington association that shall be formed pursuant to Article II Section 1 hereof.
- b "Properties" shall mean and refer to such Properties that are subject to this Declaration and such additions thereto as may later be brought within the jurisdiction of the Association.
- c "Storm Drain System" shall mean the storm drain system owned and maintained by the Association for the common use and enjoyment of the Owners. The Storm Drain System to be owned and maintained by the Association at the time of conveyance is depicted in Exhibit B and briefly described in words below.

DECLARATION – Page 1

Private Storm Easements ten feet in width, as set forth in Exhibit "B".
Drywell, Drain and Infiltration Systems shown in Exhibit "B"

- d. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties.
- e. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- f. "Member" shall mean and refer to every person or entity that holds membership in the Association.

ARTICLE II FORMATION OF ASSOCIATION

Section 1. Requirements for Formation. The Association will take responsibility for the Storm Drain Systems throughout Avalon Heights upon formation. Said Association shall incorporate as a Washington Nonprofit Corporation or Limited Liability Company, and prior to such incorporation or company formation the property Owner shall be own and be responsible for maintenance of the Storm Drain System, until conveyance to said corporation or company.

Section 2 Owners Responsibilities prior to Association Accepting Responsibility for Storm Drain System. Until the Homeowner Association accepts responsibility for the Storm Drain System pursuant hereto, Developer shall be responsible for all charges related to Storm Drain Systems as submitted pursuant to this Declaration. For purposes of ownership of the Storm Drain System, the Developer shall transfer the Storm Drain System tract following incorporation of and acceptance by the Home Owners Association.

ARTICLE III MEMBERSHIP VOTING RIGHTS

Section 1 - Membership. Every person or entity who is an Owner shall be a Member of the Association upon formation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2 - 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 they determine, but in no event shall more than one vote be cast respecting any lot,

ARTICLE IV ANNEXATION OF ADDITIONAL PROPERTIES

DECLARATION – Page 2

The Owners hereby reserve the right to accept or reject the addition of any additional property.

ARTICLE V PROPERTY RIGHTS IN THE STORM DRAIN SYSTEM

Section 1 - Members Easements of Use Subject to the provisions of Section 2 of Article V, every member shall have a right and easement of use in and to the Storm Drain System and such easement shall be appurtenant to and shall pass with title to every lot and unit.

Section 2 - Extent of Members' Easement. The rights and easement of enjoyment created hereby shall be subject to the following:

- a. The right of the Association provided in its Bylaws to suspend the voting rights for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its rules and regulations, and
- b. The right of the Association to dedicate or transfer all or any part of the Storm Drain System to any municipal county, state, federal or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination shall be effective unless an instrument agreeing to such dedication or transfer, signed by Members entitled to cast two-thirds (2/3) of the votes, has been recorded, and written notice of proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. Finally, no dedication will be effective until the facility is accepted by the governmental entity.

Section 3. Any Member may delegate, in accordance with the Bylaws, his right of use of the Storm Drain System to his tenants, or contract purchasers who reside on the lot

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of Lien and Personal Obligation Assessments. The Developer, for each lot owned within the Properties, covenants and agrees, and each Owner of any lot by acceptance of deed therefore, whether it shall be expressed in such deed, is deemed to covenant and agree to pay the Association an annual assessment or charge (or monthly assessments at the discretion of the Board of Directors) and special assessments. The annual or monthly and special assessments, together with interest costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment or special assessment is made. Each such assessment and special assessment, together with interest costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment shall not pass to his successor in title unless expressly assumed by them.

DECLARATION – Page 3

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the preservation, improvement and maintenance of the Storm Drain System.

Section 3 - Basis and Maximum of Assessments. The Board of Directors of the Association shall fix the annual/monthly assessment as they deem necessary in their discretion.

Section 4 - Uniform Rate of Assessment. Both annual/monthly and any special assessments must be fixed at a uniform rate for all lots.

Section 5 - Quorum for Any Action. The quorum required for any action authorized herein shall be as follows.

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of memberships shall constitute a quorum. If the required quorum is not present; another meeting may be called, subject to the same notice requirements and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 - Date of Commencement of Annual/Monthly Assessments: Due dates. The annual/monthly assessments provided for herein shall commence as to all lots on the first day of the month following the adoption of this Declaration. The Board of Directors shall fix the amount of the annual/monthly assessment as soon as practical and any change in the annual/monthly assessment levy must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7 - Effect of Nonpayment of Assessment Remedies of the Association. If any assessment is not paid when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided become a continuing lien on the lot which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against this lot pursuant to the then applicable provisions of Washington law and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event judgment is obtained, such judgment shall include interest on the assessment provided above and reasonable attorney fees to be fixed by the court, together with the cost of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Storm Drain System or abandonment

DECLARATION - Page 4

of his lot.

Section 8 - Subordination of the Lien to Mortgagee. The lien of the assessments provided for here shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments, thereafter becoming due or from the lien thereof.

Section 9 - Exempt Property. Property, to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, otherwise subject to the Declaration, shall be exempt from the assessment charges and liens created herein.

ARTICLE VII PROTECTIVE COVENANTS

Section 1 - Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. Duplexes may be erected on any corner lot. Outbuildings, which are strictly incident to a private residence, shall be permitted provided they conform in general appearance to the dwelling on the lot. Private swimming pools are permitted.

Section 2 - Building Setbacks. No building shall be located on any lot nearer to the front, rear or side lot lines than permitted by Clark County ordinances and codes.

Section 3 - Easements. Easements for storm drainage, and for installation and maintenance of drainage facilities are reserved as shown on a recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage to or interfere with the installation or maintenance of storm drainage facilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 4 - Maintenance of Grounds and Structures. Each lot and structure shall be maintained in a good and clear condition and free of hazards, fire and otherwise, to the adjacent property and to the occupants thereof.

Section 5 - Landscaping. All front yard and side yard landscaping facing the street must be completed within two (2) months from the date of occupancy of the residence constructed thereon. Trees with a diameter of ten (10) inches may not be removed from those portions of any Lot that lies outside the building envelope unless they are obviously diseased or dying. All landscaped areas shall be maintained in a neat and orderly condition.

Section 6 - Garbage, Rubbish and Trash Disposal. No lot or part of any area may be used as a dump for garbage, rubbish or trash of any kind. All garbage and other

DECLARATION – Page 5

waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

ARTICLE VIII TERM

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. Invalidation of any of these covenants shall in no way affect any other provision, which shall remain in full force and effect.

ARTICLE IX ENFORCEMENT

The foregoing Covenants, Conditions and Restrictions shall bind and ensure to the benefit of, and be enforceable by suit for injunction or for damages by the Owners of any of the above-described lands, their and each of their legal representatives, heirs, successors and assigns; and a failure, either by the Owners above named or their legal representatives, heirs, successors and assigns to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X ATTORNEY FEES

Should suit of action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then, whether said suit be reduced to a decree or not, the Owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney fees in such suit or action.

ARTICLE XI AMENDMENTS

These covenants and restrictions may be amended during the first twenty (20) years from the date of this Declaration, by an Instrument signed by the members entitled to cast not less than ninety percent (90%) of the votes and thereafter by an instrument signed by the members entitled to cast not less than seventy-five percent (75%) of the votes. Any amendment must be recorded.

Regardless of the above, the obligation to maintain and assess money for the maintenance of the Storm water facilities may not be altered or repealed without the approval of Clark County or its successor.

ARTICLE XII NOTICES

DECLARATION – Page 6

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records at the Association at the time of such mailing.

**ARTICLE XIII
SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Owners of Avalon Heights have hereunto set their hands this 14th day of December, 2005.

Approved as to form
Christine P. [Signature]

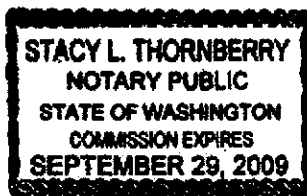
ROCK CREEK HOMES, LLC.

By: *Ben Uskoski*
Ben Uskoski, Member

STATE OF WASHINGTON)
 ss.
COUNTY OF CLARK)

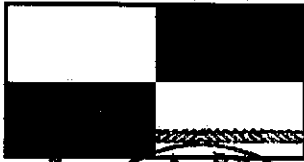
I certify that I know or have satisfactory evidence that BEN USKOSKI is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Rock Creek Homes, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14th day of December, 2005.



Stacy L. Thornberry
NOTARY PUBLIC in and for the State of
Washington; my appt. expires:
September 29, 2009

DECLARATION - Page 7

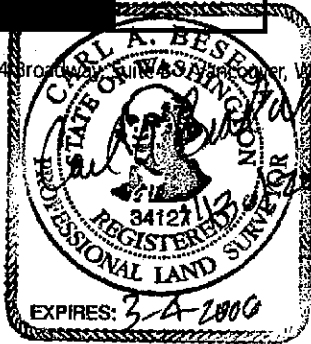


HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Walla Walla, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

November 30, 2005



PERIMETER DESCRIPTION FOR AVALON HEIGHTS

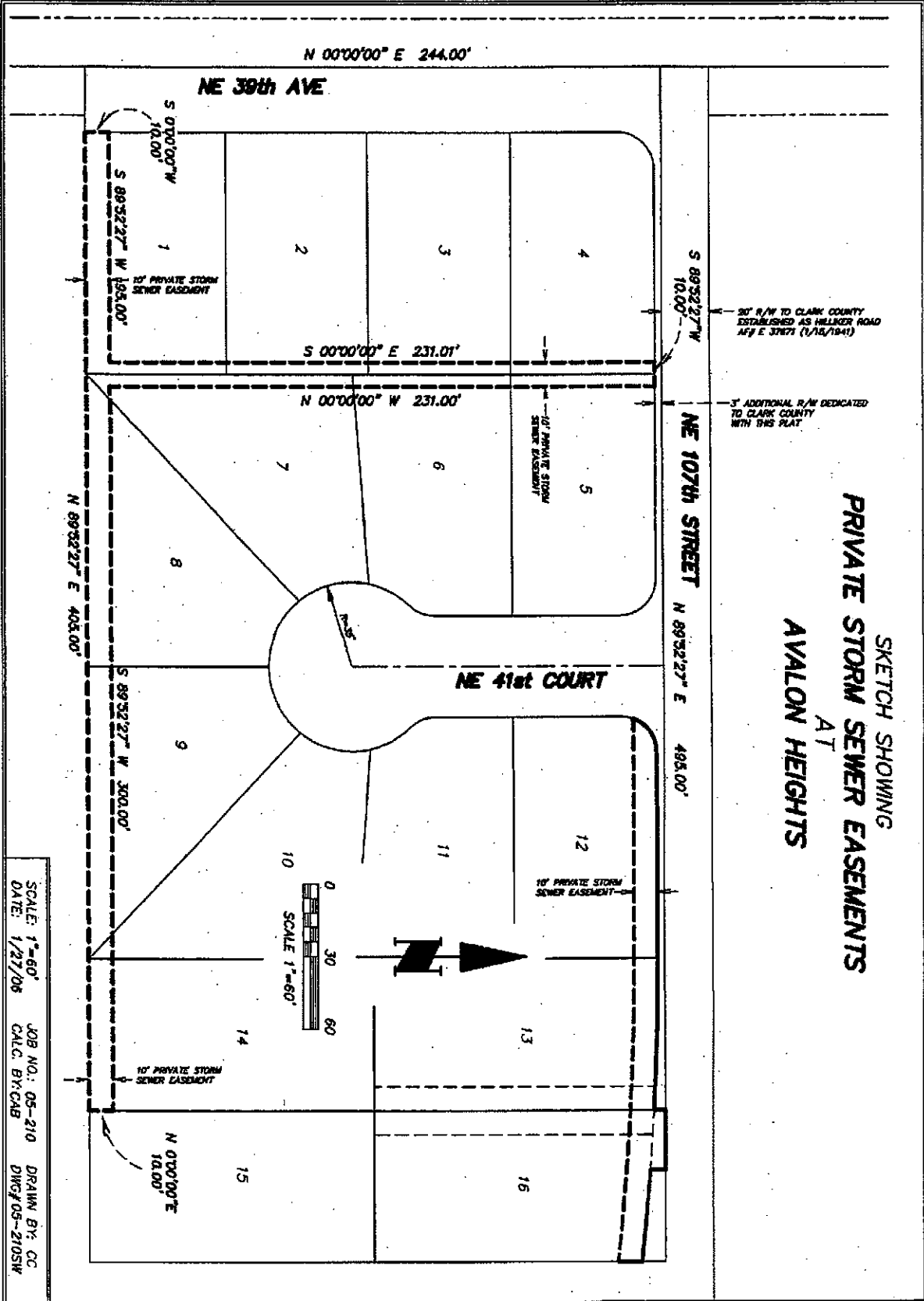
A portion of the Northwest quarter of the Southeast quarter of Section 36, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36, as shown in Book 53 of Surveys, page 26, Clark County Auditor's Records; thence North 00° 00' 00" East, along the West line of said Northwest quarter, for a distance of 527.94 feet to the Southwest corner of the "Rock Creek Homes tract" as described under Clark County Auditor's File No. 3996001, also being the Northwest corner of "Pleasant Plaza" recorded in Book "G" of Plats, page 340, Clark County Auditor's Records (Survey 53-26) and the TRUE POINT OF BEGINNING; thence North 89° 52' 27" East, along the South line of said "Rock Creek Homes tract", also being along the North line of "Pleasant Plaza" (G-340), for a distance of 495.00 feet to the Southeast corner of said "Rock Creek Homes tract"; thence North 00° 00' 00" East, along the East line of said "Rock Creek Homes tract", for a distance of 244.00 feet to the Northeast corner thereof; thence South 89° 52' 27" East, along the North line of said "Rock Creek Homes tract", for a distance of 495.00 feet to the Northwest corner thereof being on the West line of the Northwest quarter of the Southeast quarter of Section 36 (Survey 53-26); thence South 00° 00' 00" West, along said West line, for a distance of 244.00 feet to the TRUE POINT OF BEGINNING.

CONTAINS 2.77 acres.

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.

LD2005\Harju Estates-Perimeter.acb
05-210



SKETCH SHOWING
PRIVATE STORM SEWER EASEMENTS
 AT
AVALON HEIGHTS

SCALE: 1"=60'
 DATE: 1/27/06
 JOB NO.: 05-210
 CALC. BY: CAB
 DRAWN BY: CC
 DVP: 05-210SW

CERTIFICATION FOR PLATTING

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

HARJU ESTATES

The following list comprises all necessary parties signatory thereto:

**ROCK CREEK HOMES, LLC
IRWIN LEITGEB**

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

Dated 18 day of May, 2006 @ 8:00 A.M.

**FIDELITY NATIONAL
TITLE INSURANCE COMPANY**


Steve Bloos



DOUG LASHER
Clark County Treasurer

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

Advance Taxes Collected Plat Certification Letter

DATE: December 01, 2005

TO WHOM IT MAY CONCERN:

This is to certify that the 2006 ADVANCE Real Property tax in the amount of \$5,199.26 has been paid. We further certify that the current and all prior years taxes and all special assessments have been paid in full on the property described as follows:

| <u>Account Nbr(s)</u> | <u>1st Line Legal(s)</u> |
|-----------------------|--|
| 1) 189778-000 | TO BE AVALON HEIGHTS 2007 #34 SEC 36-3-1E 3A |

Platted As: AVALON HEIGHTS

Platted By: ROCK CREEK HOMES LLC
PO BOX 210
HEISSON WA 98622

Doug Lasher
Deputy Treasurer

TR#: 53885

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due, can be made.