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Thurston County Treasurer

Real Estate Excise Tax Paid WOW

By 1/23/2012 WCOCK Deputy

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
TRAILSIDE ESTATES**

Grantor: FREESTONE TRAILSIDE LLC, a Washington limited
liability company

Grantee: FREESTONE TRAILSIDE HOME OWNERS
ASSOCIATION, a Washington non-profit corporation

Abbreviated Legal Description: PTN SEC 8 TWP 18N RGE 1W SE QTR NW QTR,
THURSTON COUNTY

Full legal description on **Exhibit A**

Assessor's Property Tax Parcel/
Account Number:

11808240300

4247485

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Thurston County Washington
FREESTONE TRAILSIDE LLC

Pages: 112



**DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
TRAILSIDE ESTATES**

This Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements is made by FREESTONE TRAILSIDE LLC, a Washington limited liability company ("**Declarant**"), as owner of the Property described below.

A. Declarant is the owner of certain real property located in the County of Thurston, State of Washington, described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"). Declarant is developing the residential community ("**Community**") of "TRAILSIDE ESTATES" on the Property in accordance with the Plat of Trailside Estates ("**Plat**"), recorded under Thurston County Auditor's File No. _____.

B. Declarant plans to develop, own and convey the Property subject to the covenants, conditions, restrictions and easements as hereinafter set forth and as set forth in the deed of Lots from Declarant to Owners of Lots in the Property.

C. Declarant has deemed it desirable, for the efficient preservation of the values of the Improvements in and upon the Property and for the maintenance and preservation of the Common Areas, to create a not for profit corporation under Revised Code of Washington Chapter 24.03 (herein called the "**Association**") to which shall be assigned the powers, responsibilities and duties of maintaining and administering the Common Areas and enforcing the covenants, conditions and restrictions herein contained, and collecting and disbursing the Assessments and charges hereinafter created.

D. In addition to the foregoing, Declarant has deemed it desirable for the efficient preservation of the values and quality of the Property and its surrounding environment for the Association and the Owners to maintain the Property, including all Common Areas, Lots, and Improvements in accordance with the Integrated Pest Management Plan and Storm Maintenance Plan (as such terms are defined in Section 6.3 of this Declaration).

E. Declarant hereby declares that all of the Property shall be held, leased, occupied, sold and conveyed subject to the following covenants, conditions, restrictions and reservations of easements, all and each of which are for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property, in furtherance of a general plan for the protection of the Property. All and each of these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes upon the Property. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Property, and every portion thereof, shall be binding on all parties having or acquiring any right, title or interest in the Property, and every portion thereof, and their successors and assigns, shall inure to the benefit of every portion of the Property and any interest therein, shall inure to the benefit of each Owner, and his successors and assigns, and may be enforced by the Owners, the Association and Declarant in accordance with the terms hereof.

ARTICLE 1. DEFINITIONS

The following words, when used in this Declaration and in any amendment hereto shall have the following meanings unless otherwise expressly provided herein or therein:

1.1. "*Alley Access Lots*" shall mean Lots that front the Community's main boulevard and have driveway access off an alley in the back of the Residence.

1.2. "*Articles*" shall mean the Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Washington, as such Articles may be amended from time to time.

1.3. "*Assessment(s)*" shall mean all assessments imposed pursuant this Declaration, including without limitation General Assessments, Capital Improvement Assessments, Special Assessments, and Reconstruction Assessments, and Yard Maintenance Assessments.

1.4. "*Assessment Period*" shall mean a calendar year for General Assessments and Yard Maintenance Assessments, and such other period as determined by the Board for other Assessments.

1.5. "*Association*" shall mean Freestone Trailside Home Owners Association, a Washington non-profit corporation, its successors and assigns.

1.6. "*Association Lien*" shall mean a lien in favor of the Association imposed pursuant to this Declaration.

1.7. "*Board of Directors*" or "*Board*" shall mean the Board of Directors of the Association.

1.8. "*Budget*" shall mean the operating budget for the Association adopted pursuant to Section 3.3 below.

1.9. "*Bylaws*" shall mean the Bylaws of the Association, as adopted by the Board initially, as such Bylaws may be amended from time to time.

1.10. "*Capital Improvement Assessment(s)*" shall mean an Assessment imposed pursuant to Section 3.4 below.

1.11. "*Capital Improvement Work*" shall have the meaning ascribed to it in Section 3.4 below.

1.12. "*Class*" shall mean a class of Membership in the Association as described in Section 2.9 below.

1.13. "*Close of Escrow*" shall mean the date on which a deed conveying a Lot is Recorded.

1.14. "*Committee*" shall mean the Architectural Control Committee formed pursuant to ARTICLE 8 of this Declaration.

1.15. "*Common Areas*" shall mean all real property and Improvements: (a) owned or leased by the Association; (b) in which the Association has an easement for access or maintenance (excepting easements for maintaining Lots) for the use, enjoyment, and benefit of the Members; (c) in which the Members have a right of control by any written instrument, including this Declaration, or by delineation and declaration of the same on the Plat; or (d) in which the Members of the Association have an undivided interest. The Common Areas may be improved by certain common facilities and, if and when improved, shall include such common facilities. The Common Areas may include (where applicable, if and when improved) common greens and open space areas, including Improvements thereon, Street lights, Street trees and other landscaping, Signs, recreational, picnic and athletic facilities, pedestrian and hiking paths and trails, bicycle paths, private alleys, irrigation systems located in public rights of way, drainage and stormwater detention areas and sewer, water, storm drainage, and other utility systems located on or in the Common Areas. The Common Areas shall include specifically (but without limitation) Tracts A through C as shown on the Plat.

1.16. "*Common Expenses*" shall mean all costs and expenses incurred by the Association, including, but not limited to, the following: (a) expenses of administration, maintenance, and operation, including, but not limited to, reasonable compensation to employees of the Association, (b) costs of repair or replacement of the Common Areas or any Improvements thereon, (c) premiums or deductibles for all insurance policies and bonds required or permitted by this Declaration, (d) all real property and other taxes and assessments on the Common Areas, (e) utility and service charges, (f) funding of reserves for anticipated operational shortfalls or for replacement of capital items, (g) funding of reserves for the replacement of the Common Areas and any improvements and community facilities therein, and start-up expenses and operating contingencies of a nonrecurring nature, (h) expenses payable under ARTICLE 3 below, (i) legal fees and costs, (j) the costs of recovering unpaid Assessments, including legal fees and other costs of foreclosure of an Association Lien, (k) fees for architectural services provided to the Committee, (l) expenses of administration, maintenance, operation, repair or replacement of landscaping performed by the Association or the Association's agent on the Owners' Lots, (m) costs payable under Section 2.5(b) below, (n) the cost of maintaining or repairing any storm water drainage system, and (o) any other costs and expenses determined from time to time as reasonably necessary by the Board, or as otherwise incurred by the Association pursuant to this Declaration.

1.17. "*Declarant*" shall mean Freestone Trailside LLC, a Washington limited liability company, its successors and any Person to which it has assigned, in whole or in part, any of its rights hereunder by an express written assignment.

1.18. "*Declaration*" shall mean this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Trailside Estates, as it may be amended from time to time as provided herein.

1.19. "*Development Period*" shall mean the period of time from the date of Recording this Declaration until the Turnover Date.

1.20. "*Fence Requirements*" shall mean the requirements for fences identified in Section 9.1(c) below, and attached as Exhibit D.

1.21. "*General Assessment(s)*" shall mean Assessments imposed by the Association pursuant to Section 3.3(b) below.

1.22. "*Improvement*" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including but not limited to, buildings (including Residences), garages, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, swimming pools, sports courts, fences, walls, decks, stairs, poles, landscaping vegetation, irrigation systems, Streets, Signs, exterior fixtures, playfields and appurtenant facilities, recreational facilities, play structures, picnic structures and any other structure of any kind.

1.23. "*Initial Working Capital Contribution*" shall have the meaning ascribed to it in Section 3.10 below.

1.24. "*Institutional Lender*" shall mean one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including, but not limited to real estate investments trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured the loan of such a lender, including Federal Mortgage Agencies, or any combination of any the foregoing entities.

1.25. "*Lot*" shall mean each separate parcel of the Property as shown on the Plat which is not a Common Area nor dedicated to the public.

1.26. "*Majority Vote*" shall mean a vote of the holders of more than 50% of the total number of votes allocated to the Lots in accordance with Section 2.9 below, whether by Class or in the aggregate as so indicated.

1.27. "*Member*" shall mean every person or entity who or which holds a Membership in the Association, as provided in Section 2.7 below. "*Membership*" shall mean the status of being a Member.

1.28. "*Mortgage*" – "*Mortgagee*" – "*Mortgagor.*" A mortgage shall mean any recorded mortgage or deed of trust on a Lot. Reference in this Declaration to a Mortgagee shall be deemed to include the beneficiary of a deed of trust. Reference to a Mortgagor shall be deemed to include the trustor or grantor of a deed of trust.

1.29. "*Occupant*" shall mean a lessee or licensee of an Owner or any other person or entity, other than an Owner, in lawful possession of a Lot, or a portion of a Lot, with the permission of the Owner.

1.30. "*Owner*" shall mean the Person(s), including Declarant, holding fee simple title of record to any Lot, including purchasers under executory contracts of sale and shall include "Co-Owners" as defined in Section 2.9(c). "*Ownership*" shall mean the status of being an Owner.

1.31. "*Participating Builder*" shall mean a party that purchases unimproved Lots from the Declarant for the purposes of building Residences on such Lots, and offering such Residences for sale.

1.32. "*Person*" shall mean a natural individual, partnership, company, corporation or any other entity with the legal right to hold title to real property.

1.33. "*Plans*" shall mean plans and specifications as further described in Section 9.1 below.

1.34. "*Plat*" shall mean the Plat of Trailside Estates described in A above.

1.35. "*Property*" shall mean all of the real property described in **Exhibit A** to this Declaration.

1.36. "*Prorata Share*" shall mean, for any particular Owner and for any particular Assessment, an amount equal to the number of Lots owned by an Owner, divided by the total number of Lots subject to that particular Assessment.

1.37. "*Reconstruction Assessment(s)*" shall mean an Assessment imposed pursuant to Section 11.1 below.

1.38. "*Record*" or "*File*" shall mean, with respect to any document, the recordation thereof, and with respect to any map, the filing thereof, in the official Records of Thurston County, State of Washington.

1.39. "*Residence*" shall mean a single family residential building, which is constructed on a Lot.

1.40. "*Signs*" shall mean any structure, device or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

1.41. "*Special Assessment(s)*" shall mean an Assessment imposed as a Special Assessment pursuant to any provision of this Declaration.

1.42. "*Street*" shall mean any public or private street, drive-way lane (if located in a public right of way or Common Area), place or other thoroughfare either as shown on any recorded survey or plat of the Property, however designated, or as so used as a part of the Common Areas.

1.43. "*Turnover Date*" shall mean the earlier of (i) ten (10) years from the date hereof, or (ii) the date the last of the Lots has been conveyed by Declarant to an Owner; provided, however, that Declarant may accelerate the Turnover Date by recording a written notice transferring all of Declarant's rights and obligations to the Association and the Members thereof. In any event, on the Turnover Date, all of the rights and obligations of the Declarant shall pass to the Association and the Members thereof.

1.44. "*Working Capital Fund*" shall have the meaning ascribed to it in Section 3.10 below.

ARTICLE 2. THE ASSOCIATION

2.1. **Formation.** The Association has been, or will be, incorporated under the name of Freestone Trailside Home Owners Association, as a non-profit corporation under Revised Code of Washington, Chapter 24.03.

2.2. **Development Period.** The Declarant's control of the Association during the Development Period is established in order to ensure that the Property, Community, and the Association will be adequately administered in the initial phases of development and to ensure an orderly transition of Associations operations.

2.3. **Board of Directors.** The Association shall be managed by a Board of Directors, elected or appointed in accordance with this Declaration, the Articles, and the Bylaws of the Association. Notwithstanding the foregoing, the Declarant shall have the right to appoint all members of the Board in its sole discretion until the Turnover Date.

2.4. **Delegation to Manager.** The Board may delegate any of its managerial duties, powers, or functions to any Person provided that any management agreement shall be terminable by the Association for cause upon thirty (30) days written notice, and without cause upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year, and may be renewed for up to one (1) year at a time. The Board members shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument authorized and entered into by the requisite vote of the Board.

2.5. **Duties and Powers of Association.** The duties and powers of the Association are those set forth in its Articles and Bylaws, together with its general and implied powers as a not for profit corporation, generally to do any and all things that a corporation organized under the laws of the State of Washington may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles, its Bylaws, and in this Declaration.

(a) Purposes. Specifically, but not by way of limitation, the Association shall effectuate the purposes of this Declaration, including but not limited to: (i) adopting and enforcing rules and regulations (through action of the Board pursuant to Section 2.5(c) below); (ii) adopting an operating and capital budget; (iii) controlling and administering the Association's funds, including the levy, collection, and disbursement of Assessments; and (iv) administering and enforcing this Declaration. Subject to any dedications or other provisions of this Declaration, the Association shall have the authority and obligation to establish, manage, repair, and administer the Common Areas. Subject to the approval of any applicable governmental agency and to the approval of the Committee, the Association may at any time, and from time to time, construct, reconstruct, improve, replace and/or restore any Improvement or portion thereof upon the Common Areas, and the Association may construct, reconstruct, improve and/or replace destroyed trees or other vegetation and plant trees, shrubs, ground cover and other landscaping upon the Common Areas. The Association may employ personnel necessary for the effective operation and maintenance of the Common Areas, including the employment of legal and accounting services.

(b) Operating Costs. The Association shall be responsible for the payment of power bills, maintenance, repair, and any other associated operating costs for Street lighting established for the Plat.

(c) Rules and Regulations. The Board is authorized and empowered on behalf of the Association to adopt rules and regulations governing the use of the Property and the personal conduct of the Members, Owners, and their guests, and to establish penalties for the infraction thereof.

2.6. **Priorities and Inconsistencies**. In the event of conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws, the terms and provisions of this Declaration shall prevail.

2.7. **Membership**. An Owner of a Lot shall automatically be a Member of the Association and shall remain a Member until such time as Ownership ceases for any reason, at which time such Membership shall automatically cease. Membership shall be appurtenant to and may not be separated from the Ownership of each Lot. The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws. Except as may otherwise be provided herein, the rights, duties, privileges and obligations of all Members shall be as set forth in this Declaration, the Articles, and the Bylaws.

2.8. **Transfer**. Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot and then only to the purchaser or Mortgagee of such interest in such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

2.9. **Voting Rights**.

(a) Voting Rights. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of a Lot to a new Owner or Co-Owners shall operate to automatically transfer the appurtenant vote without the requirement of any expressed reference thereto. Notwithstanding the foregoing, the voting rights of any Member may be suspended as provided in this Declaration, the Articles, or the Bylaws. Member votes may be tabulated by mail, facsimile, email, or other electronic transmission.

(b) Classes of Membership. The Association shall have two (2) Classes of Membership, Class A and Class B, as follows:

i. Class A. Class A Membership shall consist of all Owners, other than Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned.

ii. Class B. Class B Membership shall consist of the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. Class B Membership shall terminate and be converted to Class A Membership on the Turnover Date. Notwithstanding anything herein to the contrary, the Declarant shall be deemed to have a Majority Vote at all times until the Turnover Date.

(c) Co-Owners. If an ownership interest in a Lot is held by multiple Persons ("**Co-Owners**"), the Association shall have no responsibility to accept any vote for such Lot if such vote is disputed among the Co-Owners.

2.10. **Rules and Regulations**. The Board shall have the power to adopt from time to time and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not unreasonably differentiate among Owners. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations, and/or amendments thereto, shall become effective thirty (30) days after promulgation and shall be mailed to all Owners within thirty (30) days after promulgation. A copy of the rules and regulations in force at any time shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

ARTICLE 3. ASSESSMENTS

3.1. **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any Assessment duly levied by the Association as provided in this Declaration. Such Assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late charges, and attorneys' fees (including all such costs and fees incurred in connection with collection of the Assessment), shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless the lien for such delinquent Assessments had been Recorded prior to title transfer or unless expressly assumed by the successor in title. When Ownership of a Lot changes, Assessments payable in installments shall be prorated between the transferor and the transferee based on a 365-day year.

3.2. **Liability for Assessments**. The Owner of each Lot shall be personally liable for all Assessments imposed on such Lot pursuant to this Declaration, on a joint and several basis. Declarant shall not be obligated to pay any Assessment levied against any Lots owned by it unless a Residence has been constructed on the Lot and such Residence is occupied. No Owner may exempt himself or herself from liability for his Assessments by abandoning any Lot owned by him or her.

3.3. General Assessments.

(a) Association Budget. The Board shall prepare, or cause the preparation of, an operating budget (the "**Budget**") for the Association for each calendar year. The Budget shall set forth sums required by the Association, as estimated by the Board, to meet its annual Common Expenses. General Assessments on each Lot shall commence as follows: (i) for Lots on which Declarant has built a Residence, General Assessments on such Lots shall commence upon the earlier of the Close of Escrow for such Lot with a completed Residence, or upon the

occupancy of such Residence; and (ii) for Lots sold by Declarant to a Participating Builder, General Assessments shall commence on the earlier of the date of the Close of Escrow for the Participating Builder's sale of the Lot with a completed Residence, or upon the occupancy of such Residence, but in no event later than one hundred twenty (120) days after the date that the Participating Builder has completed construction of such Residence and/or obtained a certificate of occupancy for the Residence. After the Turnover Date, the Members of the Association who are obligated to pay General Assessments based on a particular Budget may reject said Budget at a special meeting of the Association by a Majority Vote. If a Budget is rejected, the prior year's Budget shall remain in effect as provided in Section 3.3(d) below. Until General Assessments have commenced on all Lots, Declarant shall have the option for each calendar year of either paying an amount equal to the General Assessments which would have been due with respect to the unoccupied Lots owned by it had General Assessments commenced thereon or paying to the Association an amount equal to the excess, if any, of actual expenses of the Association over General Assessments levied.

(b) Levy of General Assessment. In order to meet the costs and expenses projected in its Budget, the Board shall determine and levy on every Owner a General Assessment. The Association's Budget shall be divided by the number of Lots to determine the amount of the General Assessment applicable to each Lot. Except as provided in Section 3.3 with respect to unoccupied Lots owned by the Declarant, each Owner's Prorata Share of General Assessments shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the General Assessment for each Lot. General Assessments shall be payable in a lump sum annually on the date determined by the Board. The initial annual General Assessment for each Lot shall be \$500. (Owners who purchase Lots from Declarant during a year shall pay their share of the General Assessment for such year, prorated as of the Close of Escrow on a 365 day year basis.)

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(c) Amount of General Assessment. The Board shall make reasonable efforts to determine the amount of the General Assessment payable by each Owner for an Assessment Period at least 30 days in advance of beginning of such Assessment Period. Notice of the General Assessment shall thereupon be sent to each Owner; provided, however, that failure to notify an Owner of the amount of a General Assessment shall not render such General Assessment void or invalid and each Owner shall be obligated for such General Assessment even if no notice is give, and/or notice is given late. Any failure by the Board, before the expiration of any Assessment Period, to fix the amount of the General Assessment hereunder for the next Assessment Period, shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of any Owner from the obligation to pay the General Assessment, or any installment thereof, for that or any subsequent Assessment Period.

(d) Assessment Period. The Assessment Period for General Assessments shall be a calendar year. The General Assessment for the preceding Assessment Period shall continue until a new General Assessment is approved. Upon any revision by the Association of the Budget during the Assessment Period for which each Budget was prepared, the Board shall, if necessary, revise the General Assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a General Assessment for the Assessment Period. The Assessment Period for any other Assessment shall be as determined by the Board.

3.4. Capital Improvement Assessments.

(a) Capital Improvement Work. In addition to the General Assessments authorized by this Article, the Association may levy Capital Improvement Assessments at any time for the purpose of paying the cost of any installation, construction, reconstruction, repair or replacement of any capital improvements ("**Capital Improvement Work**") in or on a Common Area, or for such other purposes as the Association may consider appropriate. Capital Improvement Assessments shall require a Majority Vote (if there are two Classes, Capital Improvement Assessments shall require the prior Majority Vote of both Classes). The total cost of the Capital Improvement Work shall be divided by the number of Lots to determine the amount of the Capital Improvement Assessment applicable to each Lot. Each Owner's Prorata Share of the Capital Improvement Assessment shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the Capital Improvement Assessment for each Lot. Capital Improvement Assessments shall be payable in one lump sum, or in installments, as determined by the Board (and as approved by a Majority Vote of each Class). The Association may charge interest on any Capital Improvement Assessment payable in installments, as determined by the Board (and as approved by a Majority Vote of each Class), and such interest shall become part of the installments due. Capital Improvement Assessments may be levied either before or after the Capital Improvement Work is done, in the discretion of the Board.

(b) Special Facilities. If the Association determines that costs incurred for Capital Improvement Work are in connection with facilities shared in common by one or more, but fewer than all, of the Lots, then the Capital Improvement Assessment for such Capital Improvement Work shall be assessed only against the Owners of the Lots served by such facilities. In such event, the total cost of the Capital Improvement Work shall be divided by the number of Lots served by such facilities to determine the amount of the Capital Improvement Assessment applicable to each Lot. Each Owner's Prorata Share of such Capital Improvement Assessment shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the Capital Improvement Assessment for each Lot, and shall otherwise be on terms as permitted by this Section 3.4.

3.5. **Special Assessments.** The Association may levy Special Assessments against one or more Lots as provided in this Declaration. Special Assessments shall be as determined by the Board in accordance with this Declaration. Special Assessments shall be payable in one lump sum, or in installments, as determined by the Board. The Association may charge interest on any Special Assessment, as determined by the Board, and such interest shall become part of the installments due.

3.6. **Accounts.** Any Assessments collected by the Association shall be deposited in one or more Federally insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof. No withdrawal shall be made from said accounts except to pay for charges and expenses authorized by this Declaration.

3.7. **Waiver of Homestead or Exemption Rights Under Law.** Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any Assessment or installment thereof becomes due and payable pursuant to the terms hereof.

3.8. **Records and Financial Statements.** The Board shall prepare or cause to be prepared for any fiscal year in which the Association levies or collects any Assessments, a balance sheet and an operating (income/expense) statement for the Association which shall include a schedule of delinquent Assessments identified by the number of the Lot and the name of the Lot Owner; provided, however, such documents need not be prepared by a certified public accountant unless requested by the Board or the Owners by a Majority Vote. The Board shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing the maintenance, operating, and any other expense incurred. Such records, copies of this Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available for examination by any Owner at convenient weekday hours upon reasonable advance notice.

3.9. **Certificate of Assessment.** A certificate executed and acknowledged by the treasurer or the president of the Association (or an authorized agent thereof, if neither the president nor treasurer is available) stating the indebtedness for Assessments and charges, or lack thereof, upon any Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Owner or any Mortgagee of a Lot within a reasonable time after request, in Recordable form, at a reasonable fee. Unless otherwise prohibited by law, any Mortgagee holding a lien on a Lot may pay any unpaid Assessments or charges with respect to such Lot, and, upon such payment, shall have a lien on such Lot for the amounts paid of the same priority as the lien of its Mortgage.

3.10. **Contribution to Working Capital Fund.** In connection with the Close of Escrow for the closing of the sale of each Lot to an Owner other than Declarant, the initial Owner of such Lot (including a Participating Builder who acquires a Lot or Lots from Declarant) shall make a nonrefundable working capital contribution payment to the Association for an initial working capital fund ("**Working Capital Fund**"), which contribution shall be in an amount equal to \$500.00 per Lot (the "**Initial Working Capital Contribution**"). The Initial Working Capital Contribution shall not be considered as an advance payment of any Assessments. On the Turnover Date, the Declarant shall make an Initial Working Capital Contribution for any Lots remaining unsold on that date. An Owner that purchases from Declarant a Lot for which Declarant made an Initial Working Capital Contribution shall reimburse such amount to Declarant at the Close of Escrow for the purchase of such Lot from Declarant. An Owner that purchases from a Participating Builder a Lot for which the Participating Builder made an Initial Working Capital Contribution shall reimburse such amount to the Participating Builder at the Close of Escrow for the purchase of such Lot from the Participating Builder. The Working Capital Fund may be used as determined by the Board; provided, however, that on the Turnover Date, the Association shall be required to have in the Working Capital Fund an amount equal to the total number of Lots times \$10.00.

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ARTICLE 4. NONPAYMENT OF ASSESSMENTS

4.1. **Delinquency.** Any installment of any Assessment provided for in this Declaration shall be delinquent, if it is not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within ten (10) days after its due date, the Board may, at its election, require the delinquent Owner to pay a late charge in a sum to be determined by the Board, together with interest on such delinquent sums at a rate to be determined by the Board, but not to exceed the maximum rate permitted by law, calculated from

the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board shall mail a notice to the Owner and to any Mortgagee of such Owner. The notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which date such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year and the recording of a lien ("**Association Lien**") against the Owner's Lot for the full amount of the Assessment and related charges. The notice shall further inform the Owner of the right, if any, to cure after acceleration. If the delinquent installments of the Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all Assessments for the then current fiscal year, attributable to that Owner and his Lot or interest therein, to be immediately due and payable without further demand and may record a lien against the Owner's Lot and enforce the collection of the Assessments and all charges thereon in any manner authorized by law or by this Declaration.

4.2. **Lien and Notice of Lien.** Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or to foreclose an Association Lien provided for in Section 4.1 against an Owner and such Owner's Lot for the collection of delinquent Assessments. No action shall be brought to foreclose said delinquent Association Lien or to proceed under the power of sale herein provided sooner than thirty (30) days after the date a notice of claim of lien is recorded by the Association in the Office of the Thurston County Auditor and a copy thereof is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot at said Owner's last known address. The notice of claim of lien must contain a sufficient legal description of said Lot, the record Owner or reputed Owner thereof, and the amount claimed, including, at the Association's option, the cost of preparing and recording the notice of claim of lien, interest on said unpaid Assessments and costs of collections, including attorney's fees.

4.3. **Foreclosure and Sale.** Any such foreclosure and sale provided for in Section 4.2 shall be conducted in accordance with the laws of the State of Washington applicable to the exercise of powers of foreclosure and sale of mortgages. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.4. **Curing the Default.** Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, the Board, or an authorized representative thereof, shall record an appropriate release of such notice upon payment by the defaulting Owner of a fee to be determined by the Board to cover the cost of preparing and recording such release, together with the payment of such other costs, interests and fees as shall have been incurred by the Association by reason of such default. Any purchaser or encumbrancer, who has acted in good faith and extended value, may rely upon such release as conclusive evidence of the full satisfaction of the sums stated in the notice of claim of lien.

4.5. **Cumulative Remedies.** The Association Lien and right of foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association, and/or its assigns, may have hereunder, in equity and at law, including, but not limited to, a suit to recover a money judgment for unpaid Assessments, or the suspension of a

Member's right to vote until any Assessments unpaid for a period in excess of thirty (30) days are paid. Any institution of a suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages.

4.6. **Subordination of Association Liens.** All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies or liens which, by law, would be superior thereto, and (2) the lien or charge of any Mortgage of Record made in good faith and for value and recorded prior to the date on which the notice of claim of lien is recorded, subject to the provisions of Section 3.3(b) and ARTICLE 10 of this Declaration. Upon the foreclosure of, or acceptance of a deed in lieu of foreclosure of, such a prior Mortgage, the foreclosure purchaser or deed-in-lieu grantee shall take title free of the lien for unpaid Assessments for all said charges that accrue prior to the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE 5. EASEMENTS, DEDICATIONS, AND RIGHTS OF ENTRY

5.1. Easements.

(a) Access. Declarant expressly reserves for the benefit of the Association and for the Owners of the Property reciprocal, non-exclusive easements over all of the Common Areas. Subject to the provisions of this Declaration governing use and enjoyment thereof, such easements may be used by Declarant, its successors, the Owners, and any guests, tenants, and invitees residing upon or temporarily visiting the Property, for walkways, vehicular access, parking, drainage and such other purposes reasonably necessary for use and enjoyment of any Lot in the Property. In addition to the foregoing, each Lot is subject to an easement for encroachments created by construction, settlement, and overhangs as designed or constructed by the Declarant.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots necessary to maintain and repair the Common Areas and to perform all other tasks in accordance with the provisions of this Declaration. There are specifically reserved for the benefit of the Owners easements for the utility services and the repair, replacement and maintenance of the same over all of the Common Areas. Such easements shall be established and used so as not to unreasonably interfere with the use and enjoyment by the Owners of their Lots and the Common Areas. All such easements shall be appurtenant to and shall pass with the title to every Lot conveyed.

(c) Utility Easements. Various easements are reserved on the Lots, as provided by the Plat and applicable laws, ordinances and other governmental rules and regulations for utility installation and maintenance, including but not limited to, underground electric power, telephone, cable television, digital information, water, sewer, gas and drainage and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage, interfere with the installation and maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement

area of each Lot, and all improvements thereon, shall be maintained continuously by the Owner of each Lot, except for those improvements for which a public authority, utility company or the Association is responsible within the easement areas. The Owner shall maintain the portion of any utility on the Owner's Lot, or within a private easement for the Owner's Lot, that serves only the Owner's Lot to the point of connection to the portion of the system that serves more than one Lot. The Association shall have an easement for the maintenance, repair, replacement, and restoration of the portions of the easements that serve more than one Lot up to the point of connection to the public system.

(d) Walkways and Driveways. There shall be no obstruction, including, but not limited to obstruction by basketball hoops or other similar sporting equipment, of any Streets, walkways, or driveways on or located within the Property which would interfere with the free circulation of foot, bicycle or automotive traffic, except such obstruction as may be reasonably required in connection with repairs of such Streets, walkways, and driveways. Use of all Streets, walkways, and driveways within the Property shall be subject to the reasonable rules and regulations adopted by the Association. The Association may, but shall not be obligated to, take such action as may be necessary to abate or enjoin any interference with or obstruction of Streets, walkways, and driveways, and shall have the right of entry for purposes of removing said interference or obstruction. Any costs incurred by the Association in connection with such abatement, injunction, or corrective work shall be deemed to be a Special Assessment of the Owner responsible for the interference or obstruction. Free use of the Streets, walkways, and driveways and free circulation of foot, bicycle and vehicular traffic are essential elements of Declarant's plan for development of the Property.

(e) Landscaping Maintenance Easement. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots to perform maintenance of landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, or replacement of any dead or diseased grass, ground cover, shrubs or trees, and also including any yard maintenance pursuant to Section **Error! Reference source not found.** Notwithstanding the foregoing, each Owner shall be primarily responsible for maintaining the landscaping and yard areas on their respective Lot, as provided in this Declaration.

(f) Association's Authority to Grant Easements. The Association, through approval by the Board, shall have the right to grant necessary easements and rights-of-way over the Common Areas to any Person. Further, the Property is subject to any and all easements shown on the face of the Plat.

5.2. **Right of Entry.** The Association, the Committee and Declarant shall have a limited right of entry in and upon the exterior of all Improvements located on any Lot for the purpose of inspecting the same, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the Committee, or Declarant to maintain or repair any portion of any Lot or any Improvement thereon which is to be maintained or repaired by the Owner. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the Improvements located upon his Lot. However, each Owner shall permit access to such Owner's Lot or Improvements thereon by any Person authorized by the Association, the Committee, or Declarant as reasonably necessary, such as in

case of any emergency originating on or threatening such Lot or Improvements, whether or not such Owner is present.

5.3. **Dedications to Association.** The Declarant does hereby dedicate and convey the Common Areas to the Association. The repair and maintenance of the Common Areas shall be subject to the provisions of ARTICLE 6 of this Declaration.

ARTICLE 6. REPAIR AND MAINTENANCE

6.1. **Repair and Maintenance Duties of the Association.** Following their initial installation, the Association shall maintain, repair, replace, resurface and make necessary improvements to the Common Areas, or shall contract for such maintenance, repair, replacement, resurfacing, and improvements, to keep the Common Areas, including without limitation all improvements thereon, in a good, sanitary, and attractive condition. Such maintenance, repairs, replacement, resurfacing, and improvements shall include, without limitation, maintenance and replacement of lighting, shrubs, trees, vegetation, irrigation systems (if any), Signs, play structures, picnic facilities, playfields and appurtenances and other landscaping improvements located on the Common Areas, repair of and payment for all centrally metered utilities, mechanical and electrical equipment in the Common Areas, repair and maintenance of stormwater facilities and equipment (to the extent such maintenance is not performed by Thurston County, or any other utility service provider), and repair and maintenance of all parking areas, walks, and other means of ingress and egress within the Common Areas. All such maintenance, repairs and improvements to the Common Areas shall be paid for as a Common Expense. The Association shall pay all real and personal property taxes and Assessments which shall constitute a lien upon any portion of the Common Areas. The Board shall use reasonable efforts to require compliance with all provisions of this Declaration.

6.2. **Special Powers of Association.** Without in any way limiting the generality of the foregoing, if the Board determines that an Improvement, the maintenance of which is the responsibility of an Owner, is in need of repair, restoration or painting, or if the Board determines that there is a violation of any provision of this Declaration, then the Board shall give written notice to such Owner of such condition or violation. Unless the Board has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after the Board has given said written notice, and unless such corrective work so approved is completed thereafter within the time allotted by the Board, the Board may cause the Association to undertake to remedy such condition or violation, and the cost thereof shall be charged to the Owner and his Lot. Such cost shall be deemed to be a Special Assessment of such Owner and his Lot, and subject to levy, enforcement and collection by the Board in accordance with ARTICLE 3 and ARTICLE 4 above.

6.3. **Integrated Pest Management Plan and Storm Maintenance Plan.** Notwithstanding anything to the contrary contained in this Declaration, the Owners and the Association shall conduct their respective repair and maintenance obligations in accordance with the Integrated Pest Management Plan, a copy of which is attached as **Exhibit B** (the **"Integrated Pest Management Plan"**) and the Storm Maintenance Plan, a copy of which is attached as **Exhibit C** (the **"Storm Maintenance Plan"**). To the extent that anything in this Declaration is inconsistent with the Integrated Pest Management Plan or Storm Maintenance

Plan, the terms and conditions of the Integrated Pest Management Plan and Storm Maintenance Plan shall prevail.

ARTICLE 7. COMMON AREA PROTECTION

7.1. **Association Control.** The Association shall own fee title to the Common Areas. The Association's appurtenant rights and duties with respect to the Common Areas shall include, without limitation, the following:

(a) Limits. The right of the Association to reasonably limit the number of guests, patrons and invitees of Owners using the Common Areas.

(b) Rules. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

(c) Borrowings. The right of the Association in accordance with the Articles, Bylaws and this Declaration, with a Majority Vote of the Owners, to borrow money for the purpose of maintaining and preserving the Common Areas, and in aid thereof to Mortgage any or all of its real or personal property as security for money borrowed or debts incurred, provided that the right of any such Mortgagee of the Association shall be subordinated to the rights of the Owners.

(d) Voting Rights. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any Assessment against the Owner and his Lot remains unpaid and delinquent for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or rights to use the Common Areas shall be made only by the Board, after notice and an opportunity for a hearing, if any, as provided in the Bylaws.

(e) Reserved Rights. The right of the Declarant (and its sales agents, customers and representatives) to the nonexclusive use of the Common Areas without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby expressly reserves.

(f) Reconstruction. The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Areas, in accordance with the original design, finish or standard construction of such Improvement, or of the general Improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction only with a Majority Vote of each Class of Members.

(g) Replacement. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover, upon any portion of the Common Areas.

7.2. **Easements for County Use.** In addition to the foregoing there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Property, easements for public services and utilities, including without limitation, the right of the City of Lacey, Thurston County, or other recognized governmental entity or utility purveyors to install,

maintain and repair public Streets, Street lights, curbs, gutters and sidewalks, sanity sewer, stormwater facilities and water systems, and the right of the police and other emergency and public safety personnel to enter upon any part of the Common Areas for the purpose of enforcing the law.

7.3. **Waiver of Use.** No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Lot or any other property in the Property.

7.4. **Trash and Other Debris.** No trash, debris, waste, grass clippings, or hazardous waste shall be dumped, deposited, or placed in any Common Areas by any Owner or Occupant.

7.5. **Taxes.** Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain a separate real estate tax assessment of each Lot. If any such taxes or assessments may, in the opinion of the Association, nevertheless be a lien on the Common Areas, or any part thereof, they shall be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Common Areas and attributable to such Owner's Lot and interest in the Common Areas.

7.6. **Permissive Use.** Any Owner may permit an Occupant to use the Common Areas in the same manner as an Owner. All Owners shall be responsible for informing any Occupants of the contents of this Declaration and the rules regarding the Common Areas, and shall be responsible for requiring its Occupants to comply with this ARTICLE 7.

ARTICLE 8. ARCHITECTURAL CONTROL COMMITTEE

8.1. **Committee.** An Architectural Control Committee ("**Committee**") consisting of three (3) Committee members is hereby created with the rights and powers set forth in this Declaration; provided, however, that at Declarant's sole discretion, the Committee may consist of one (1) member to be appointed by the Declarant until the Turnover Date. Committee members shall not be entitled to compensation for their services hereunder. Declarant shall have the right and power at all times to appoint or remove the Committee members or to fill any vacancy on such Committee until the Turnover Date; provided, however, that Declarant may earlier transfer Declarant's rights of appointment to the Board. Any transfer of Declarant's rights of appointment shall not be effective until a written notice of such transfer is Recorded. After the Turnover Date, the Board shall have the power to appoint and remove the Committee members.

8.2. **Residential Development.** Notwithstanding any provision of this Declaration, the approval of the Committee shall not be required for action taken by the Declarant to develop the Property as a residential subdivision, including the initial construction of the Residences.

8.3. **Guidelines.** The Committee shall have the authority (but shall not be required) to adopt and amend written guidelines to be applied in its review of Plans (defined below) in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request. Approval by the Committee of any Plans shall not be a waiver of the

right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

8.4. **Liability.** Neither the Committee nor any of its members (past, present or future) shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the Committee for approval or for failure to approve any matter submitted to the Committee. The Committee or its members may consult with the Association or any Owner with respect to any Plans or any other proposal submitted to the Committee.

8.5. **Appeals.** After the Development Period, the Board shall serve as an appellate panel to review Committee decisions upon the request of any aggrieved Member. The Board shall develop a procedure by which decisions of the Committee may be appealed. The Board may choose to limit the scope of such appeals and provide time limitations therefor.

ARTICLE 9. CONSTRUCTION OF IMPROVEMENTS

9.1. Approval of Plans Required.

(a) Plan Submission and Approval. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot by any Owner until final plans and specifications ("**Plans**") shall have been submitted to and approved by the Committee. Such Plans shall be submitted by the authorized agent, by the builder of such Improvements, or by the Lot Owner. The following information shall be a part of such Plans submitted to the Committee: (a) the location of the proposed structure upon the Lot, (b) the elevation of the structure with reference to the existing and finished Lot grades, (c) the general design, (d) the interior layout, (e) the exterior finish materials and color, including roof materials, and (f) any other information required to determine whether the structure conforms with Community standards.

(b) Contents of Plans. The Plans shall be of such form and content as may be required by the Committee, but shall in any event include the following: description and sketches of the architectural design concept, including intended character and materials. The design concept, including the size, shape, and character of Improvements, shall be consistent with the Community. In addition, materials in all residential buildings shall be of equal or better quality than those of the other residential buildings in the Community.

(c) Requirements. Where applicable, the Plans shall contain no less detail than required by the appropriate governmental authority for the issuance of a building permit. Each Lot must have a private enclosed car shelter for not less than two (2) cars. No Residences shall be altered to provide residence for more than one (1) family per Lot. Each Residence shall contain at least one thousand four hundred (1,400) square feet. In computing the total square footage of a Residence, garages and enclosed decks shall not be included, and each dwelling unit must separately meet the requirements. All roofs must be finished with a minimum twenty (20) year composition material, the color of which shall be approved by the Committee. The exterior finishes on the front of any structures, as well as any paints or stains applied thereto, shall be approved by the Committee. All Residences and other Improvements shall be constructed of new materials, with the exception of "décor" items, such as weathered brick, approved in advance by the Committee in its sole discretion. The back and side yards of

a Lot (the side yards only for Alley Access Lots) must be fenced in accordance with the standards established by the Committee. Fencing shall be in conformance with the Fence Requirements, a copy of which is attached hereto as **Exhibit D**, and fences shall be erected so as to not interfere with or obstruct any easements established in this Declaration or on the Plat, unless such interference or obstruction is expressly approved in writing by all beneficiaries of the applicable easement. Chain Link or split rail fences shall not be allowed. Fence designs that deviate from **Exhibit D** must be reviewed and approved by the Committee prior to installation. Front yards of a Lot shall be landscaped in accordance with Thurston County standards and the standards established by the Committee. No structure shall be located on any Lot nearer to the front Lot line or nearer to any side street than the minimum building setback lines adopted by local governmental authorities. Each yard shall contain at least one (1) tree with a minimum diameter of three (3) inches at the point where its height equals five (5) feet. Landscaping substitutions for a front yard tree must be reviewed and approved in advance by the Committee. Material changes in approved Plans must be similarly submitted to and approved by the Committee.

9.2. **Basis for Approval.** Approval shall be based upon the conditions of approval for the Plat and the restrictions set forth in this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any Plans so long as they are in compliance with the Plat and the restrictions set forth in this Declaration. The Committee shall have the right to disapprove any Plans submitted hereunder on any reasonable grounds including, but not limited to, any one or more of the following:

(a) Restrictions. Failure to comply with any of the restrictions set forth in this Declaration.

(b) Information. Failure to include information in such Plans as may have been reasonably requested by the Committee.

(c) Code Compliance. Failure to comply with any state or local building codes or rules and regulations for the installation of electric wires and equipment.

(d) Guidelines. Failure to comply with any design guidelines adopted by the Board.

(e) Incompatibility. Objection on the grounds of incompatibility of any proposed structure or use with existing structures or the surrounding natural environment.

(f) Landscaping. Objection to the grading or landscaping plan for any Lot.

(g) Design. Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any Improvement.

(h) Parking. Objection to the number or size of parking spaces, or to the design of any parking area.

(i) Other. Any other matter which, in the judgment of the Committee, would render the proposed Improvements or use inharmonious with the general plan for improvement of the Property or with Improvements located upon other Lots or other Property in the Community.

9.3. **Result of Inaction.** If the Committee fails to take action (approve, disapprove, comment, request changes, and/or conditionally approve) with respect to Plans submitted to it within thirty (30) days after the same have been submitted, it shall be conclusively presumed that the Committee has approved said Plans; provided, however, that if within the thirty (30) day period the Committee gives written notice of the fact that more time is required for the review of such Plans, there shall be no presumption that the Plans are approved until the expiration of such reasonable period of time as is set forth in the notice.

9.4. **Variances.** The Committee shall have the authority in its sole discretion to approve Plans which do not conform to the restrictions described herein to (a) overcome practical difficulties, or (b) prevent undue hardship from being imposed on an Owner. However, such variation shall only be approved in the event that the variation will not (a) detrimentally impact the Community or its attractive development, or (b) adversely affect the character of nearby Lots. Granting such a waiver shall not constitute a waiver of the restrictions described herein.

9.5. **Approval.** The Committee may approve Plans as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by the Committee of any Plans submitted, a copy of such Plans, bearing such approval together with any conditions, shall be returned to the applicant submitting the same. The Declarant shall have the right to waive the requirement that Plans be reviewed for any Improvements to be constructed by the Declarant.

9.6. **Proceeding with Work.** Upon receipt of approval of the Plans from the Committee, the Owner to whom approval is given shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing and alterations. In all cases, work shall commence within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed lapsed and revoked unless the Committee, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

9.7. **Completion of Work.** Any Improvement commenced pursuant hereto shall be completed within six (6) months from the date on which the construction of said Improvement began (in accordance with Section 9.6 above), but such period shall be extended for the period that completion is rendered impossible or would impose an unreasonable hardship due to strike, fire, national emergency, natural disaster or other supervening force beyond the control of the Owner and/or its builder. The Committee may, upon written request made and received prior to the expiration of the six (6) month period, extend the period of time within which work must be completed. Failure to comply with this Section 9.7 shall constitute a breach of the Declaration and subject the party in breach to the enforcement procedures set forth herein. Notwithstanding anything herein to the contrary, except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the Improvements being constructed thereon have been completed.

9.8. **Committee and Declarant Not Liable.** Neither the Committee nor the Declarant (nor any officer, director, member, shareholder, partner, employee, agent or representative of the Declarant) shall be liable for any damage, loss or prejudice suffered or claimed by any person on account of: the approval, conditional approval, or disapproval of any Plans, whether

or not in any way defective; the construction of any Improvements, or performance of any work, whether or not pursuant to approved Plans; or the development of any Lot within the Property.

9.9. **Compliance with Codes/Environmental Laws.** Ultimate responsibility for satisfying all state or local building codes or environmental laws shall rest with the Owner and his contractor. The Committee is not responsible for ensuring that Plans it reviews comply with state or local building codes. The Owner shall hold the Committee, its members, and the Declarant harmless from any claims based on (i) the failure of an Improvement constructed based on approved Plans to meet any applicable governmental requirements, (ii) any structural failure of an Improvement constructed based on approved Plans, or (iii) the failure of the Owner or his contractor, by construction undertaken in accordance with approved Plans, to comply with any environmental laws, including, but not limited to, those relating to hazardous waste or underground storage tanks.

9.10. **Construction Without Approval.** If any Improvement shall be altered, erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with the approval of the Committee pursuant to the provisions of the Declaration, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from the Committee any such Improvement so altered, erected, placed, maintained or used upon any Lot in violation of this Declaration shall be removed or altered, and/or such use shall have ceased, so as to conform to this Declaration. Should such removal or alteration not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in this Declaration, including those set forth in Section 16.1 below.

ARTICLE 10. REGULATION OF OPERATIONS AND USES

10.1. **Prohibited Uses.** The Property is being developed as a residential development for Residences. No Lot shall be used except for residential purposes; provided, however, that upon written request by an Owner, the Board may allow an Owner to conduct an "in-home business", provided that all business activities are carried on within the Residence and that there are no employees, clients, customers, tradesmen, suppliers, or similar individuals that come to the Residence in connection with such business. No building shall be erected, altered, placed or permitted on the Lots other than Residences, which shall be designed in accordance with the standards set forth in ARTICLE 9, and which shall not unreasonably interfere with any other Owner's right to enjoy his Lot. The following operations and uses shall not be permitted on any portion of the Property:

(a) Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community.

(b) Other Items. No structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shack, barn or other outbuilding shall be either used or located on any Lot, or on Street, at any time or used as a residence either temporarily or permanently.

(c) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets; provided that they are not kept, bred or maintained for commercial purposes; provided further that no more than two (2) dogs and cats shall be allowed per Lot. Dogs shall be restrained to the Owner's Lot and shall not be allowed to run at large. Leashed animals are permitted within rights-of-way when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner's Lot. If an Owner fails to clean up their animals' waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste.

(d) Parking. Adequate off-street parking for at least four (4) cars shall be provided on each Lot. At a minimum, a two (2) car garage will be provided, plus a driveway for two (2) additional cars. No vehicles shall be permitted to park on the roads within the Property for a period exceeding 24 hours without the prior written permission of the Association. No vehicle may be parked on any Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with a site plan approved by the Committee. Only the cars of guests and visitors may be parked on the Streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot.

(e) Construction. No dirt, debris, or other materials shall be allowed to come off of any Lot onto any Streets, Common Areas, other Lots, or other parts of the Property as a result of any construction or other activities.

10.2. Condition of Property. Each Owner, at its own expense and at all times, shall keep such Owner's Lot, including the Improvements and appurtenances thereon, in a safe, clean and wholesome condition and shall comply in all respects with applicable governmental, health, fire and safety ordinances, regulations, requirements and directives. The Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

10.3. Grounds; Maintenance of Grounds. The entire front landscaping for each Lot with a Residence thereon shall be installed prior to occupancy in accordance with the Plan submitted to the Committee. The entire landscaping, including the remaining portions of the side and rear yard, shall be installed within twelve (12) months of the receipt of a Certificate of Occupancy from the appropriate governmental entity. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his Lot. Nothing contained herein shall preclude an Owner from recovering from any person liable therefore damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on Owner's Lot. Such maintenance and repair shall include, without limitation:

(a) Parking and Other Areas. Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing of

such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required.

(b) Lighting. Cleaning, maintaining and relamping of any external lighting fixtures, except such fixture as may be the property of any public utility or government body.

(c) Landscaping. Maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and replacement of any dead or diseased grass, ground cover, shrubs or trees.

(d) Drainage. Maintenance of all storm water drainage systems, yard drains, and catch basins in their originally designed condition, and in accordance with any governmental requirements. Further, no Owner shall take any action which would interfere with surface water drainage across his Lot either through natural drainage or by drainage easements.

(e) Hillsides and Other. Maintenance of all hillsides, slopes and swales in their as designed and completed condition, and which shall not be changed or interfered with without the prior written consent of the Board.

10.4. Remedies for Failure to Maintain and Repair.

(a) Remedies. If any Owner shall fail to perform the maintenance and repair required by this ARTICLE 10, then the Board after fifteen (15) days' prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner and his Lot with a Special Assessment for the cost of such work together with interest thereon at a rate to be set by the Board from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien (which shall be an Association Lien) signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the Association Lien in accordance with the provisions of this Declaration.

(b) Nonexclusive Remedy. The foregoing Association Lien and the rights to foreclose thereunder shall be in addition to all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid Assessments. If any Owner fails to perform such maintenance and repair and, notwithstanding such failure, the Board should fail to exercise its rights and remedies hereunder, then any other Owner, after fifteen (15) days' prior written notice to the Board and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to the Board, including the right to Record and enforce a lien in the same manner as the Association.

10.5. Refuse; Storage Areas. No refuse, garbage, rubbish, cuttings or debris of any kind shall be left or deposited upon any Lot unless placed in an attractive container. All outdoor refuse storage areas on each Lot shall be visually screened so as not to be visible from neighboring Lots, Streets, or other Common Areas.

10.6. Utility Lines and Facilities. No facilities, antennae, equipment, wires or other devices for the communication or transmission of signals, power, electrical current, or any other electronic transmission, including without limitation telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of a Lot, other than within buildings or enclosed structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other enclosed structures; provided, however, that satellite dishes not exceeding twenty-four inches (24") in diameter may be allowed on buildings with the prior written approval of the Committee, and provided, further, that any approved satellite dish is placed on the building so as to meet the following standards: (a) the satellite dish is placed in the most discreet location practical as determined by the Committee; (b) the satellite dish is screened from view from adjacent Lots; and (c) the satellite dish is not visible from the Street in front of the Owner's Lot. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on a Lot.

10.7. Mechanical Equipment; Vehicles. All mechanical equipment, utility meters, storage tanks, air conditioning equipment and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself, as approved by the Committee. No unlicensed motor vehicles, such as motorcycles, dirt bikes, scooters, and ATV's, shall be permitted to operate on any Street or Lot. No major automotive repairs shall be permitted except for within enclosed garages which are kept closed. The only repairs permitted are occasional casual repairs and maintenance activities such as oil changes.

10.8. Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind. No excavation or fill shall be made nor shall any dirt be removed from any Lot; provided, however, that this shall not prevent the excavation of the earth in connection with the grading or construction of Improvements within a Lot. Water may be extracted to the extent permitted by all applicable governmental agencies.

10.9. Occupants. Any Owner may delegate to any Occupant the right to enjoy the Owner's Lot. All Owners shall be responsible for informing any Occupants of the contents of this Declaration and the rules regarding the use of such Lot, and shall be responsible for requiring its Occupants to comply with this ARTICLE 10.

ARTICLE 11. DAMAGE OR LOSS TO IMPROVEMENTS

11.1. Restoration of Common Areas. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Areas or any other Improvements insured by the Association, the Association shall restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance shall be used for such purpose. The Board is authorized to have the necessary documents prepared and executed, and to take such other action so as to effect such reconstruction as promptly as practical. The Common Areas and all other Improvements shall be constructed or rebuilt substantially in accordance with the original construction plans available, with such changes as are recommended by the Committee. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than the estimated cost of restoration and repair, a Reconstruction Assessment shall be levied by the Board upon the

Owners and their Lots in order to provide the necessary funds for such reconstruction over and above the amount of any insurance proceeds available for such purpose. Reconstruction Assessments shall be borne by the Owners in the same proportions as their Prorata Share of General Assessments.

11.2. **Restoration Obligations of Owners.** In the event of the damage or destruction of any portion of a Lot or the Improvements thereon, it shall be the duty of the Owner of such Lot, as soon as may be practical, to repair or replace the damage or destruction or such portion thereof as will render such damage or destruction indiscernible from the exterior of the Lot. Any reconstruction, replacement or repair required by this section shall be in accordance with the original plans and specifications of the Lot or plans and specifications approved by both the Committee and the holders of Mortgage(s) of Record which encumber(s) the Lot.

11.3. **Condemnation.** In the event that all or any portion of the Common Areas shall be taken or condemned by any authority exercising the power of eminent domain, the proceeds shall be used to restore the remaining Common Areas, and any balance shall be turned over to the Association. The Board shall have the exclusive right to prosecute any such proceedings; provided, however, that nothing contained herein to the contrary shall prevent an Owner from joining in the proceeding for purposes of claiming that the condemnation action has materially affected said Owner's property. The entire award shall be paid to the Association in trust for the benefit of the Owners. The Board shall distribute the award to the Owners in proportion to their Prorata Share of General Assessments; provided, however, that if a Lot is encumbered by a Mortgage or Mortgages which has or have a provision relating to condemnation, then in-lieu-of distributing the award to the Owner of said Lot, the Board shall distribute the award directly to the Mortgagee of the Mortgage with the highest priority and seniority for distribution or payment in accordance with the terms and conditions of said Mortgagee's Mortgage.

ARTICLE 12. PROTECTION OF MORTGAGEES

12.1. **Mortgagee Provisions.** A breach of any of the provisions, covenants, restrictions or limitations hereof or the Recordation of any Association Lien or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any Mortgage of Record. The Owners and their Mortgagees may examine the books and records of the Association during all normal business hours, upon serving written notice of such examination on the Board. All of the provisions herein shall be binding upon and effective against any Owner whose title to said Lot is hereafter acquired through foreclosure or trustee's sale. The Mortgagee of any Mortgage of Record on any Lot may file with the Board a written request for written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration which is not cured within thirty (30) days, and the Board shall give notice thereof to each such Mortgagee. Each Institutional Lender which holds a Mortgage encumbering any Lot in the Property which obtains title to such Lot pursuant to the remedies provided in such Mortgage, by judicial or non-judicial foreclosure or by deed in lieu of foreclosure, shall take title to such Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot. The Association shall treat such unpaid Assessments or charges as a Common Expense.

ARTICLE 13. DURATION AND AMENDMENT

13.1. **Duration.** This Declaration shall continue in full force until fifty (50) years from the date hereof unless a Declaration of Termination or Declaration of Renewal is Recorded meeting the requirements of an amendment to this Declaration as set forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the appurtenant Membership as long as this Declaration shall continue in full force and effect.

13.2. **Amendment.** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. The amendment shall be adopted if approved by the vote, in person or by proxy, or written consent, of sixty seven percent (67%) or more of the total voting power of the Association; provided, however, that until the Turnover Date no termination or other amendment shall be effective without the written approval of Declarant, in Declarant's sole discretion; and provided further, that no amendment to Section 16.3 below shall be made at any time without the written approval of Declarant, in Declarant's sole discretion. A copy of each amendment which has been properly adopted shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the Certificate of Amendment is recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of one-hundred percent (100%) of the aggregate value of Mortgages encumbering the Property at the time of such amendment (provided that any Mortgage holder that fails to submit written notice of approval or disapproval of any such amendment within thirty (30) days of notice from the Association regarding such amendment shall be deemed to have consented to such amendment):

(a) Lien Rights. Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protections granted to Mortgagees as provided in ARTICLE 12 or which seeks to modify Section 13.2 hereof.

(b) Assessments. Any amendment which would necessitate a Mortgagee after it has acquired a Lot through foreclosure to pay more than its Prorata Share of any Assessments accruing after such foreclosure.

(c) Cancellation. Any amendment which would or could result in a Mortgage being cancelled by forfeiture.

13.3. **Amendments and Modifications by Declarant.** For so long as there is a Class B Member, Declarant acting alone may modify or amend this Declaration or any design guidelines adopted by the Committee as in effect from time to time pursuant to Section 8.3 above; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the Community as set forth herein; (ii) prior to any such modification or amendment Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of Improvements or use not presently permitted by this Declaration nor declare any then permitted use to not be permitted. Within thirty (30) days' after any such modification or amendment by Declarant, Declarant shall deliver a written notice

of such modification or amendment to each Owner, which notice shall include a copy of the executed, acknowledged and recorded modification or amendment.

13.4. Governmental Regulation. All governmental enactments, ordinances and regulations are deemed to be part of this Declaration and to the extent that they conflict with any provision, covenant, condition or restriction hereof, said conflicting governmental enactment, ordinance and regulation shall control and the provision, covenant, condition or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance and regulation while still preserving to the extent possible the intent and spirit of the provision, covenant, condition or restriction; or (ii) stricken herefrom should no amendment conforming to the governmental enactment, ordinance or restriction be capable of preserving the intent and spirit of said provision, covenant, condition or restriction.

13.5. Plat. Declarant shall have the right to amend this Declaration at any time prior to the Turnover Date to include within this Declaration additional portions of the real property which are to be included in the Plat.

ARTICLE 14. LIMITATION OF LIABILITY

14.1. Limitation of Liability. So long as a member of the Board, the Committee, any of the Board's other committees, Declarant or any agents of the foregoing has acted in good faith, without willful or intentional misconduct, upon the basis of information possessed by such persons, then that person shall not be personally liable to any Owner, the Association, or to any other person for any damage, loss, or claim on account of any, omission, error, or negligence of such person, except this article shall not apply to the extent such acts, omissions or errors are covered by the Association's insurance. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association or the Committee under this Declaration, neither Declarant, the Association, nor the Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent or approval, whether given, granted, withheld or denied.

ARTICLE 15. INSURANCE; LOSSES.

15.1. Insurance. The Board shall procure for the Association, and continuously maintain, as a Common Expense, one or more policies of insurance as follows: (a) insurance against property loss or damage by fire or other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection, (b) commercial general liability insurance for the use and ownership of the Common Areas, (c) worker's compensation insurance to the extent required by applicable law, (d) insurance against loss of personal property to the Association by fire, theft, and other losses with deductible provisions as the Association deems advisable, and (e) any other insurance the Board deems advisable. Such insurance policies shall meet the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National

Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived by any of the foregoing. All policies shall include an endorsement providing coverage for Directors and Officers of the Association.

15.2. **Casualty Losses.** In the event of substantial damage or destruction of any Common Area, all applicable insurance proceeds for such damage or destruction shall be paid to the Association for repair, replacement, or other disbursement as determined by the Board.

ARTICLE 16. GENERAL PROVISIONS

16.1. **Legal Proceedings.** Failure to comply with any of the terms of this Declaration, the Articles, the Bylaws, or any regulations by an Owner or Occupant, his guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, lien, or any combination thereof, which relief may be sought by Declarant, the Association, the Board, or, if appropriate, by an aggrieved Owner. Failure to enforce any provision thereof shall not constitute a waiver of the right to enforce said provision, or any other provision thereof. The Association, the Board, any Owner (so long as such Owner is not at that time in default hereunder), or Declarant shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees, including attorneys' fees incurred on appeal, in such amount as the Court may deem reasonable in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest thereon at the rate established by the Board therefor from time to time, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

16.2. **Arbitration.** Except with respect to the foreclosure of liens pursuant to this Declaration, any dispute or claim by a party hereto arising under or in connection with this Declaration shall be settled by arbitration in Thurston County, Washington, as set forth in this Section 16.2. Each party will have full access to the courts to compel compliance with these arbitration provisions, or to enforce an arbitration award. In addition, either party may seek injunctive relief, whether or not arbitration is available or under way. The parties to this Declaration acknowledge and agree that the provisions of this Declaration may be specifically enforced. The arbitration will take place pursuant to the arbitration rules and procedures set forth in RCW 7.04, with a single arbitrator. In any arbitration, each party will pay its own costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of the proceeding shall be borne equally.

16.3. Special Declarant Provisions.

(a) Arbitration. Any claim by the Association, any Owner, or any Occupant against the Declarant shall be settled by arbitration in Thurston County, Washington, as set forth in this Section 16.3. Such parties shall have full access to the courts to compel compliance with this arbitration provision, or to enforce an arbitration award. The arbitration will take place pursuant to the arbitration rules and procedures set forth in RCW 7.04, with a single arbitrator. In any such arbitration, each party will pay its own costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of such proceeding shall be borne equally.

(b) Amendments. Notwithstanding Section 13.2 above, the following provisions may not be amended at any time without the Declarant's prior written consent: (a) Section 9.8, (b) Section 9.9, (c) Section 16.3, (d) Section 16.8, or (e) ARTICLE 14. In addition to the foregoing, no amendment to this Declaration shall be effective without the Declarant's prior written consent if the effect of the amendment would be to increase any obligation or liability of Declarant to the Owners, Occupants, Members, the Association, or the Board, or to lessen or decrease any rights of the Declarant under this Declaration, or revoke, reduce, amend or modify any waivers or releases given in favor of the Declarant under this Declaration.

16.4. **Severability**. The provisions hereof shall be deemed independent or severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

16.5. **Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of the Community and for the maintenance of the Common Areas, and any violation of this Declaration shall be deemed to be a nuisance. The article and section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context otherwise requires, as used herein, the singular and the plural shall each include the other and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

16.6. **Construction and Sales by Declarant**. Nothing in this Declaration shall limit, and no Owner shall do anything which shall interfere with, the right of Declarant to reasonably subdivide or resubdivide any portion of the Property owned by Declarant, or to complete any construction of Improvements on the Lots owned by Declarant and the Common Areas, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements on such Lots and Common Areas as Declarant deems advisable prior to completion and sale of the last Lot owned by Declarant. Each Owner, by accepting a deed of a Lot from Declarant, hereby acknowledges that the activities of Declarant may constitute a temporary inconvenience or nuisance to the Owners, but nonetheless shall be permitted. Such right shall include, but shall not be limited to, erecting, construction and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business or completing the work of disposing of the Lots by sale, lease or otherwise. Declarant may at any time use any Lots owned by Declarant as models or real estate sales or leasing and renting offices. This Declaration shall not limit the right of Declarant at any time prior to conveyance of title by deed to the last Lot owned by Declarant to establish on the Lots owned by Declarant and the Common Areas additional easements, reservations and rights-of-way to itself, to utility companies, or to other Persons as may from time to time be reasonably necessary to the property development and disposal of the Lots owned by Declarant. Such easements may be created for the construction, installation, maintenance, removal, replacement, operation and use of utilities, including without limitation sewers, water and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, television, internet, telecommunication, and telephone conduits, lines and wires, and other utilities, public or private, beneath the ground surface (except vaults, vents, access structures and other facilities required to be above ground surface by good engineering practice), including

the right to dedicate, grant or otherwise convey easements for rights-of-way to any public utility or governmental entity for such purposes. In the performance of any work in connection with such utilities, Declarant shall not unreasonably interfere with or disrupt the use of the Common Areas or the facilities located thereon and shall replace and restore the areas and facilities as nearly as possible to the condition in which they were prior to the performance of such work. All or any portion of the rights of Declarant hereunder may be assigned to any successor or successors to all or part of Declarant's respective interest in the Property, by an express written Recorded assignment.

16.7. Owner Liability and Duty. Each Owner shall be liable to the Association for any injury to any person or damage to the Common Areas or any equipment thereon which may be sustained by reason of the negligence of said Owner or of his guests, employees, invitees or tenants. The damage and costs incurred by the Association as a result thereof shall become a Special Assessment against such Owner and his Lot, and shall be subject to levy, enforcement and collection in accordance with the Association Lien procedure provided for in this Declaration. The Association reserves the right to charge a Special Assessment to such Owner equal to the increase, if any, in the insurance premium directly attributable to the damage or injury caused by such Owner or by the use of the Lot of such Owner. The Association shall hold each Owner harmless from liability for loss or injuries that are covered by insurance then maintained by the Association.

16.8. Association Waiver. Notwithstanding anything herein to the contrary, to the extent that any Owner waives any claims against Declarant, or releases the Declarant from any claim with respect to a Lot, the Common Areas, the Improvements, and/or the Community, then the Association shall be deemed to have likewise released Declarant (and its officers, directors, shareholders, members, partners, employees, agents and representatives) from any claim with respect to such Lot, the Common Areas, the Improvements, and/or the Community on a pro rata basis applicable to each such Lot.

16.9. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

16.10. Indemnification. Each officer of the Association, and each member of the Board, the Committee and any of the Board's other committees, and any agents thereof, shall be indemnified by the Association against all expenses and liabilities (including attorneys' fees and costs) reasonably incurred by or imposed in connection with any litigation or other proceeding by reason of such individual holding a position or office, whether or not such person hold that position at the time the expense or liability is incurred, except to the extent such expenses or liabilities are covered by insurance and except where such person is adjudged guilty of willful misfeasance in the performance of his/her duties. However, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

16.11. Enforcement By Self-Help. The Declarant, the Committee, the Board, and the Association (and, as applicable, any of their officers, directors, shareholders, members, partners, employees, agents and representatives) may enter upon any Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration.

16.12. **No Third Party Rights.** This Declaration is made for the exclusive benefit of the Association, the Board, the Owners, the Members, the Declarant and their successors. This Declaration is expressly not intended for the benefit of any other Person besides the Association, the Board, the Owners, the Members, the Declarant and their successors. No third party shall have any rights under this Declaration against any of the Association, the Board, the Owners, the Members, the Declarant and their successors.

16.13. **Notices.** Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more Co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all Co-Owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Lot. Such notice shall be deemed delivered forty-eight (48) hours after the time of such mailing, except for notice of a meeting of Members or of the Board in which case the notice provisions of the Bylaws shall control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

[Signature on the following page.]

THIS DECLARATION is dated effective December 29, 2011.

FREESTONE TRAILSIDE LLC, a Washington
limited liability company

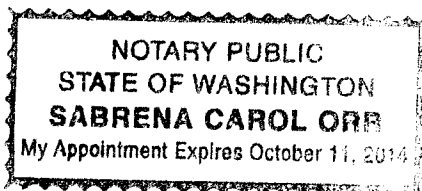
By: Freestone, Inc., Manager

By J. Scott Griffin, Jr.
J. Scott Griffin, Jr., President

STATE OF WASHINGTON)
) ss.
County of ~~PIERCE~~ Thurston

On this 29 day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Scott Griffin, Jr., to me known to be President of Freestone, Inc., the Manager of Freestone Trailside LLC, a Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Sabrena Carol Orr
(Type/Print Name)
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My appointment expires 10-11-2014

**EXHIBIT A
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR TRAILSIDE ESTATES**

Legal Description of the Property

Real Property in the County of Thurston, State of Washington, described as follows:

THE SOUTH 15 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., IN THURSTON COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTH 40 FEET OF PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-02-0307-TC, RECORDED NOVEMBER 19, 2002 UNDER RECORDING NO. 3479671, RECORDS OF THURSTON COUNTY, WASHINGTON;

EXCEPTING THEREFROM THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS SLEATER-KINNEY ROAD.

(ALSO KNOWN AS PARCEL A OF THURSTON COUNTY BOUNDARY LINE ADJUSTMENT NO. BLA-05-107058TC, RECORDED NOVEMBER 18, 2005 UNDER RECORDING NO. 3786317, RECORDS OF THURSTON COUNTY, WASHINGTON.)

TAX PARCEL NUMBER: 11808240300

SITE ADDRESS: 1933 SLEATER KINNEY ROAD NORTHEAST, OLYMPIA, WA 98506

EXHIBIT B
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR TRAILSIDE ESTATES

Integrated Pest Management Plan (as defined in Section 6.3)

[See attached 37 pages]

INTEGRATED PEST MANAGEMENT PLAN

**TRAILSIDE ESTATES
OCTOBER 20, 2011**

EXHIBIT C
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR TRAILSIDE ESTATES

Storm Maintenance Plan (as defined in Section 6.3)

[See attached 36 pages]

I. STORMWATER MAINTENANCE PLAN

**TRAILSIDE ESTATES
OCTOBER 10, 2011**

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Attachment

RESIDENTIAL SUBDIVISION MAINTENANCE AGREEMENT

After recording return to:
Thurston County
2000 Lakeridge Drive SW
Olympia, WA 98502

Thurston County Project No. 2004103706

RESIDENTIAL SUBDIVISION AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN

For purposes of this agreement and for indexing by the Auditor as required by R.C.W. Ch 65.04, the parties of this agreement are Freestone Trailside LLC, **Owner**, and Thurston County.

LEGAL DESCRIPTION OF PROPERTY: (Abbreviated legal description if complete legal will not fit here and reference to where complete legal can be found.)

Parcel "A" BLA05107058TC Recorded Under Auditor's File No. 3786317

Assessor Parcel No.(s)
11808240300

(RESIDENTIAL SUBDIVISION VERSION)

**AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN THE THURSTON COUNTY, AND
FREESTONE TRAILSIDE LLC, AND
ITS HEIRS SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")**

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) are essential to the protection of water resources in Thurston County. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided by Thurston County Code.

LEGAL DESCRIPTION:

The south 15 acres of the Southeast quarter of the Northwest quarter of Section 8, Township 18 North, Range 1 West, W.M., in Thurston County, Washington;
Together with the South 40 feet of Parcel A of Boundary Line Adjustment No. BLA020307TC, recorded November 19, 2002 under recording No. 3479671, Records of Thurston County, Washington;
Excepting therefrom the east 30 feet for County Road Known as Sleater-Kinney Road.
(Also known as parcel A of Thurston County Boundary Line Adjustment No. BLA05107058TC, recorded November 18, 2005 under recording No. 3786317, Records of Thurston County, Washington.)

RECITALS

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "Property".

and

WHEREAS, In connection with the OWNER'S proposed development of the Property, Thurston County, Washington, has required and OWNER has agreed to construct stormwater facilities and to implement a pollution source control plan. The stormwater facilities and pollution source control plan were prepared by Hatton Godat Pantier, Inc for the OWNER'S property and is on file with Thurston County.

and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the Property, in order to further the goals of Thurston County to ensure the protection and enhancement of Thurston County's water resources, THURSTON COUNTY and OWNER hereby enter into this Agreement. The responsibilities of each party to the Agreement are identified below.

OWNER SHALL:

- (1) Implement the stormwater facility maintenance program included herein as Attachment "A".
- (2) Implement the pollution source control program included herein as Attachment "B".
- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by THURSTON COUNTY at 6820 20th Street E, Suite A, Fife, WA 98424 during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected as specified in the attached instruction or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to THURSTON COUNTY regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before August 31 of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address and telephone number of the business, the person, or the firm responsible for the plan implementation, and the person completing the report.
 - (b) Time period covered by the report.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by parties not affiliated with OWNER, include a copy of the invoice for services.
 - (d) An outline of planned activities for next year.
- (5) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item 4 above and shall be approved of by THURSTON COUNTY. Modifications to the stormwater quantity control and stormwater quality system must be approved in advance by

THURSTON COUNTY and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

THURSTON COUNTY WILL, AS RESOURCES ALLOW:

- (1) Provide technical assistance to OWNER in support of its operations and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, as County time and resources permit and at no charge to OWNER.
- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.
- (3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

- (1) If THURSTON COUNTY determines that maintenance or repair work is required to be done to the stormwater facility existing on the OWNER's property, THURSTON COUNTY shall give OWNER, and the person or agent in control of said property if different, written notice in accordance with the Notice Section of this Agreement, of the specific maintenance and/or repair required. THURSTON COUNTY shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by THURSTON COUNTY, written notice will be sent to the person were given notice stating THURSTON COUNTY'S intention to perform such maintenance and bill the owner for all incurred expenses. THURSTON COUNTY may also adjust stormwater utility charges if required maintenance is not performed.
- (2) If at any time THURSTON COUNTY determines that the existing system creates any imminent threat to public health, welfare or water quality THURSTON COUNTY may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances, however, THURSTON COUNTY shall take reasonable steps to immediately notify OWNER of such imminent threat to the public health and welfare. All other responsibilities shall remain in effect.
- (3) OWNER grants unrestricted authority to THURSTON COUNTY for access to any and all stormwater system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and (2).
- (4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to THURSTON COUNTY within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate

for liquidated judgments. If legal action ensues, any costs or fees incurred by THURSTON COUNTY will be borne by the parties responsible for said reimbursements.

- (5) OWNER hereby grants to THURSTON COUNTY a lien against the above-described property in an amount equal to the cost incurred by THURSTON COUNTY to perform the maintenance or repair work described herein.

NOTICE:

Whenever a party is required or permitted under this Agreement to provide the other party with any notice, request, demand, consent, or approval ("Notice"), such Notice will be given in writing and will be delivered to the other party at the address or facsimile number set forth below: (a) personally; (b) by a reputable overnight courier service; (c) by certified mail, postage prepaid, return receipt requested; or (d) by e-mail or facsimile transmission. A party may change its address for Notice by written notice to the other party delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the third (3rd) business day after mailing, if mailed using certified mail; or (iv) on the date sent when delivered by facsimile or e-mail (so long as the sender sends such facsimile or e-mail on a business day and receives electronic confirmation or receipt and a copy of the Notice is sent by one of the other means permitted hereunder on or before the next business date). The initial addresses for Notice are as follows:

IF TO OWNER:

Freestone Trailside LLC
6820 20th Street, Suite A
Fife, WA 98424

Telephone: (206) 819-5505

Fax: (253) 896-0600

E-mail: bettys@freestonecompanies.com

IF TO THURSTON COUNTY:

Thurston County
Storm and Surface Water Utility
929 Lakeridge Dr SW
Bldg. 4, Room 100
Olympia, WA 98502
Telephone: (360) 754-4681
Fax: (360) 754-4682
Web:
<http://www.co.thurston.wa.us/stormwater/>

II. STORMWATER FACILITY MAINTENANCE GUIDE

INTRODUCTION

What is Stormwater Runoff?

When urban and suburban development covers the land with buildings, streets and parking lots, much of the native topsoil, duff, trees, shrubs and grass are replaced by asphalt and concrete. Rainfall that would have soaked directly into the ground instead stays on the surface as *stormwater runoff* making its way into storm drains (including man-made pipes, ditches, or swale networks), stormwater ponds, surface and groundwater, and eventually to Puget Sound.

What is a Storm Drain System and how does it work?

The storm drain system for most developments includes measures to *carry, store, cleanse, and release* the stormwater. Components work together to reduce the impacts of development on the environment. Impacts can include *flooding* which results in property damage and blocked emergency routes, *erosion* which can cause damage to salmon spawning habitat, and *pollution* which harms fish and/or drinking water supplies.

The storm drain system provides a safe method to carry stormwater to the treatment and storage area. Swales and ponds filter pollutants from the stormwater by *physically* settling out particles, *chemically* binding pollutants to pond sediments, and *biologically* converting pollutants to less harmful compounds. Ponds also store treated water, releasing it gradually to a nearby stream or to groundwater.

What does Stormwater Runoff have to do with Water Quality?

Stormwater runoff must be treated because it carries litter, oil, gasoline, fertilizers, pesticides, pet wastes, sediments, and anything else that can float, dissolve or be swept along by moving water. Left untreated, polluted stormwater can reach nearby waterways where it can harm and even kill aquatic life. It can also pollute groundwater to the extent that it requires treatment before it is suitable for drinking. Nationally, stormwater is recognized as a major threat to water quality. Remember to keep everything out of stormwater systems except the rainwater they are designed to collect.

Your Stormwater Facility

Different types of ponds are designed for different purposes. For example, wet ponds primarily provide treatment of stormwater. Dry ponds or infiltration ponds are designed to provide storage for stormwater and allow for its gradual release downstream or into the ground.

Who is Responsible for Maintaining Stormwater Facilities?

All stormwater facilities require maintenance. Regular maintenance ensures proper functioning and preserves visual appeal. This Stormwater Facility Maintenance Guide was designed to explain how stormwater facilities work and provide user-friendly, straightforward guidance on facility maintenance.

You are responsible for regularly maintaining privately owned ponds, catch basins, pipes and other drainage facilities on your property. Stormwater facilities located in public rights-of-way are maintained by local governments.

How to Use the Stormwater Facility Maintenance Guide

This Maintenance Guide includes a Site Plan specific to your development and a Facility Key that identifies the private stormwater facilities you are responsible for maintaining. A "Quick List" of maintenance activities has also been included to help you identify the more routine needs of your facility.

Included in This Guide

- Comprehensive Maintenance Checklists that provide specific details on required maintenance.
- Pollution Prevention Tips that list ways to protect water quality and keep storm drain systems functioning smoothly.
- Resources to provide more information and technical assistance.

A Regional Approach to Stormwater Management

The Cities of Lacey, Olympia and Tumwater together with Thurston County are taking steps to educate and involve area residents in water quality issues and stormwater management. Stormwater runoff is a widespread cause of water quality impairment and stream degradation. The jurisdictions are working together with residents, businesses, community groups and schools to address this problem. This guide focuses on providing information on ways that you can reduce stormwater impacts through pollution prevention and proper facility maintenance.

YOUR STORMWATER FACILITIES

This section consists of two parts that are to be used together: the **Facility Key** and the **Site Plan**. Review the site plan and identify the numbers denoting a feature of the system. Then check the facility key for the feature type and checklist name.

FACILITY KEY

The stormwater facility in your neighborhood is comprised of the following elements:

Type of Feature & Checklist Name	Location on Site Plan
Ponds	1
Catch Basins, Manholes, and Inlets	2
Fencing, Shrubbery Screens, and Gates	3
Conveyance Pipes, Ditches, and Swales	4
Grounds and Landscaping	5
Access Roads and Easements	6
Drywells, French Drains, or Downspouts	See individual lot site plan.

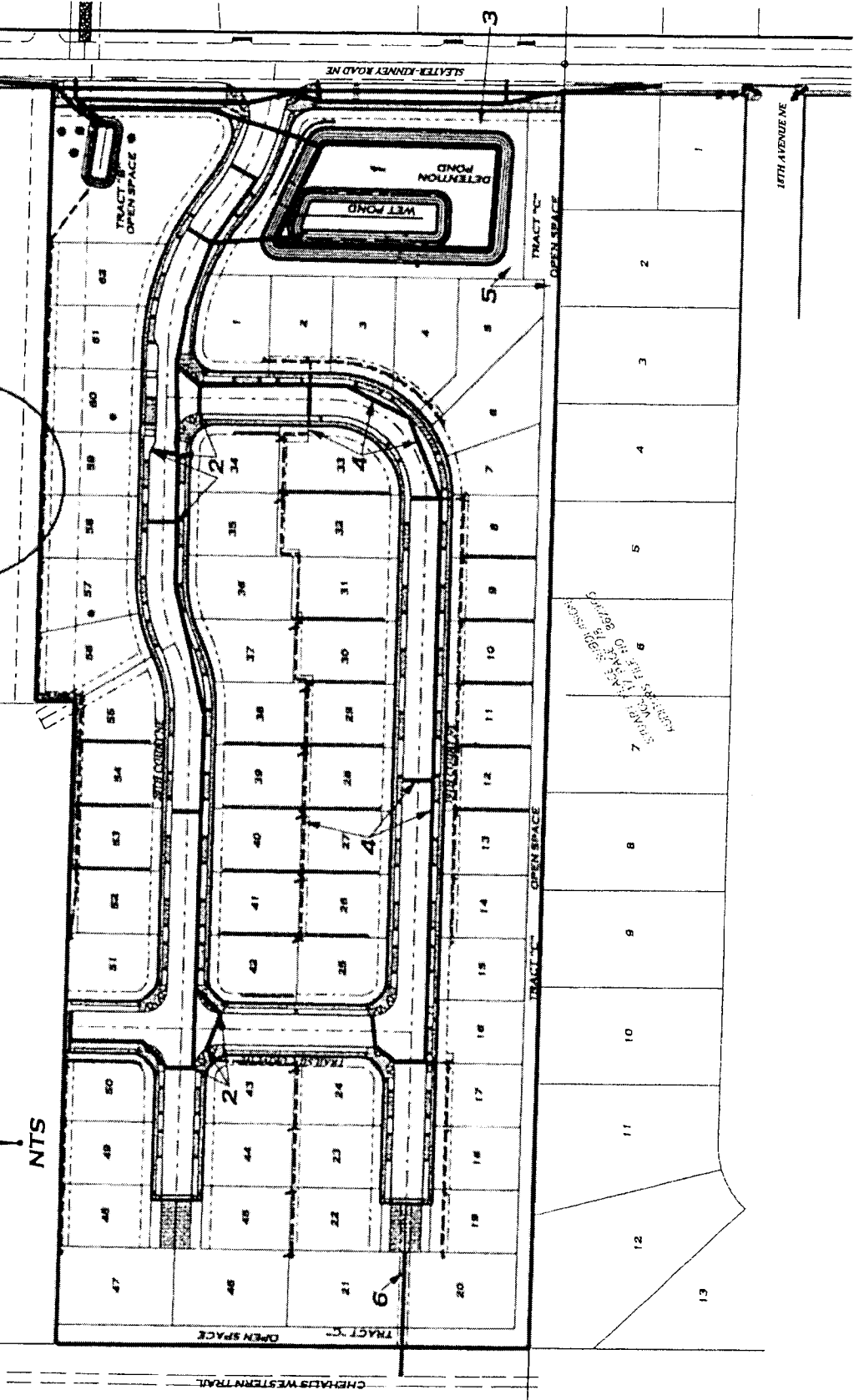
TRAILSIDE ESTATES

STORMWATER FACILITY SITE PLAN



NTS

See Note 1 on drawing



QUICK LIST

The following is an abbreviated checklist of the most common types of maintenance required. Please go over this checklist after heavy rains. The list represents minimum maintenance to be performed and should be completed in conjunction with the other checklists for an effective maintenance program.

- ☐ Inspect catch basin grates to see that they are not clogged or broken. Remove twigs, leaves, or other blockages. Contact the local jurisdiction to replace the grate if it is broken.
- ☐ Inspect inlet and outlet pipes for blockages. Clear all blockages.
- ☐ Inspect filter strip, swale and pond walls for erosion or caved in areas.
- ☐ Inspect riprap (rocks) at the inlets and outlets of culverts and other pipes. If they are silted in or eroded away, replace them.

MAINTENANCE CHECKLISTS

The Maintenance Checklists in this packet are for your use when inspecting the stormwater facilities on your property. This packet has been customized so that only the checklists for your facilities are included. If you feel you are missing a checklist, or you have additional facilities not identified or addressed in this packet, please contact your local jurisdiction.

The checklists are in tabular format for ease of use. Each describes the area to inspect, inspection frequency, what to look for, and what action to take. A log sheet is included toward the end of the chapter to help you track maintenance of your storm drainage system.

Although it is not intended for the maintenance survey to involve anything too difficult or strenuous, there are a few tools that will make the job easier and safer including:

- A flashlight.
- A long pole or broom handle.
- Some kind of pry bar or lifting tool for pulling manhole and grate covers.
- Gloves.

A resource list is included in the next chapter. Here you will find the phone numbers of the agencies referred to in the tables, as well as the contractors and consultants who designed and constructed your facilities.

SAFETY WARNING: In keeping with OSHA regulations, you should never stick your head or any part of your body into a manhole or other type of confined space. When looking into a manhole or catch basin, stand above it and use the flashlight to help you see. Use a long pole or broom handle to check sediment depths in confined spaces. *NO PART OF YOUR BODY SHOULD BREAK THE PLANE OF THE OPEN HOLE.*

Ponds

There are essentially three kinds of ponds: treatment ponds, infiltration ponds, and detention ponds. Although each pond has unique maintenance requirements, there are also many things they have in common. Your facility is a DETENTION pond with a TREATMENT pond.

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Entire Pond	Quarterly	Yard waste such as grass clippings and branches in basin; presence of glass, plastic, metal, foam, or coated paper.	Remove trash and debris and dispose of properly.
Entire Pond	Quarterly	Vegetation that may constitute a public hazard, e.g., tansy ragwort, poison oak, stinging nettles, devilsclub.	Remove invasive or noxious vegetation. Do not spray chemicals on vegetation without obtaining guidance from WSU Cooperative Extension and approval from City or County.
Entire Pond	Quarterly	Presence of chemicals such as natural gas, oil, and gasoline, noxious odor, or sludge.	First, attempt to locate source of pollution; then call Moderate Risk Waste program at Thurston County Environmental Health to report the hazard.
Entire Pond	Quarterly	Sparse, weedy, or overgrown grass in grassy (dry/infiltration) ponds; presence of invasive species or sparse growth of plants in wet ponds.	Grassy ponds: selectively thatch, aerate, and re-seed ponds. Grass should be kept less than 8 inches high. Wet ponds: hand-plant nursery-grown wetland plants in bare areas. Contact WSU Cooperative Extension for guidance on invasive species. Pond bottoms should have uniform dense coverage of desired plant species.
Entire Pond	Quarterly	Evidence of rodent holes if facility is a dam or berm. Water should not flow through rodent holes.	Destroy rodents and repair dam or berm. Contact Thurston County Health Department for guidance.
Entire Pond	Quarterly	Nuisance insects such as wasps, hornets or mosquitoes that may interfere with maintenance.	Destroy or remove insects. Contact WSU Cooperative Extension for guidance.
Entire Pond	Annually	Confirmation that trees are not interfering with maintenance (i.e., mowing, silt removal, or access.)	Prune tree limbs to allow for maintenance. Some trees may be cut.
Inlet	Annually	Confirmation that the riprap under the inlet pipe is intact and that no native soil is exposed. Also, look for accumulations of sediment greater than half the height of the rocks.	Replace rocks and/or remove sediment.
Outlet	Quarterly	A free-flowing overflow that	Replace riprap if missing. Remove trash.

		is clear of debris.	or debris and dispose of properly.
Side Slopes	Annually	Signs of erosion around inlets and outlets. Inspect berms for signs of sliding or settling. Take action if eroded damage is over 2 inches deep and where there is potential for continued erosion.	Attempt to determine the cause of erosion and repair it. Stabilize slopes by reinforcing with rock, planting grass, or compacting soil. Contact WSU Cooperative Extension for guidance on slope reinforcement.
Storage Area	Annually	Sediment build-up on pond bottom. A buried or partially buried outlet structure or very slow infiltration rate may indicate significant sediment deposits.	Remove the sediment and re-seed the pond if necessary to improve infiltration and control erosion.
Dikes	Annually	Significant settling of any part of dike.	Build dike back to the original elevation.
Emergency Overflow/ Spillway	Annually	Intact riprap protective area. Repair if any native soil is exposed.	Replace rocks so all native soil is covered.
Trench Drain	Quarterly	Confirmation that the grate is clear of debris and that the drain is not plugged.	Remove debris from grate, clean drain.

Catch Basins, Manholes, and Inlets

These structures are typically located in the streets and public rights-of-way. Local jurisdictions are responsible for routine maintenance of the pipes and catch basins in rights-of-way, while you are responsible for keeping the grates clear of debris in all areas as well as pipes and catch basins in private areas.

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Catch basin opening	During and after major storms	Accumulation of trash or debris in front of catch basin opening that prevents water from flowing in.	Remove blocking trash or debris with a rake and clean off the grate.
Catch basin	Quarterly	Sediment or debris in the basin. No more than half the depth from the bottom of the pipe to the bottom of the basin should be allowed to accumulate. Use a long stick or broom handle to poke into sediment and determine depth.	Remove debris from catch basin.
Inlet and outlet pipes	Quarterly	Trash or debris in the pipes that has exceeded 1/5 of their height. Ensure there are not tree roots or other vegetation growing in the pipes.	Remove trash or debris from inlet and outlet pipes.
Inlet and outlet pipe joints	Annually	Cracks wider than ½ inch and longer than 12-inches at the joint of any inlet or outlet pipe. Also check for evidence of sediment entering the catch basin through cracks.	Repair cracks or replace the joints.
Grate	Quarterly	Cracks longer than 2 inches or multiple cracks.	Replace grate if necessary.
Frame	Quarterly	Confirmation that the frame is sitting flush on top of the concrete structure (slab). A separation of more than ¾ inch between the frame and the slab should be corrected.	Repair or replace the frame so it is flush with the slab.
Catch basin	Annually	Cracks wider than ½ inch and longer than 3 feet. Also check for any evidence of sediment entering the catch basin through cracks. Determine whether or not the structure is sound.	Replace or repair the basin. Contact a professional engineer for evaluation.
Catch basin	Quarterly	Chemicals such as natural gas, oil, and gasoline have may have entered the catch basin. Check for noxious odor or oily sludge.	Clean out catch basin. Contact your local jurisdiction or Thurston County Environmental Health if you detect a color, odor, or oily sludge.
Oil / water separator (downturned elbow or "T" in	Quarterly	Significant sludge, oil, grease, or scum layer covering all or most of the water surface.	Remove the catch basin lid and skim off oil layer. Pour oil into a disposable container, seal container, wrap securely in

catch basin)			newspaper, and place in trash. Water surface should be clear of oily layer.
Pipe elbow	Quarterly	Damage to top or bottom of pipe; determine whether pipe is plumb.	If pipe is broken, replace pipe in accordance with approved plans on file with your local jurisdiction.

Fencing, Shrubbery Screens, and Gates

Fences and shrubbery screens aren't typically required for stormwater ponds. If the slopes of the sides are too steep, usually some kind of barricade is constructed.

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Fence or shrubbery screen	Quarterly	Inspect the fence or screen to ensure that it blocks easy entry to the facility. Make sure erosion hasn't created an opening under fence.	Mend the fence, repair erosion, or replace the shrubs to form a solid barrier.
Shrubbery screen	Quarterly	Confirm that shrubbery is not growing out-of-control or that it is not infested with weeds.	Trim and weed shrubbery to provide appealing aesthetics. Do not use chemicals to control weeds.
Wire Fences	Annually	Confirmation that fence is still in alignment.	Straighten posts and rails if necessary.
Wire Fences	Annually	Missing or loose tension wire.	Replace or repair tension wire so it holds fabric.
Wire Fences	Annually	Missing, loose, or sagging barbed wire.	Replace or repair barbed wire so that it doesn't sag between posts.
Wire Fences	Annually	Rust or scaling.	Paint or coat rusting or scaling parts with a protective coating.
Wire Fences	Quarterly	Confirm that there are no holes in the fabric or fencing.	Repair holes so that there are no openings in the fabric or fencing.
Gate	Quarterly	Confirm that the gate is not broken, jammed, or missing and that it opens easily.	Repair or replace the gate to allow entry of maintenance people and equipment. If a lock is used, make sure you have a key.

Conveyance Pipes, Ditches, and Swales

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Pipes	Annually	Confirmation that accumulated sediment has not exceeded 20% of the diameter of the pipe and that vegetation has not reduced free movement of water through pipes. Ensure that the protective coating is not damaged and rusted. Dents should not significantly impede flow. Pipe should not have major cracks or tears allowing water to leak out.	Clean pipes of all sediment and debris. Remove all vegetation so that water flows freely through pipes. Repair or replace pipe as necessary.
Open ditches	Quarterly	Yard waste or litter in the ditch.	Remove trash and debris and dispose of properly.
Open ditches	Annually	Confirmation that accumulated sediment has not exceeded 20% of the depth of the ditch.	Clean ditch of all sediment and debris.
Open ditches & Swales	Annually	Vegetation (e.g., weedy shrubs or saplings) that reduces the free movement of water through ditches or swales.	Clear blocking vegetation so that water flows freely through ditches/swales. Grassy vegetation should be left alone.
Open ditches & Swales	Quarterly	Signs of erosion. Inspect slopes for signs of sloughing or settling. Action is needed where eroded damage is over 2 inches deep and where potential for continued erosion exists.	Eliminate causes of erosion. Stabilize slopes by using appropriate erosion control measures (e.g., reinforce with rock, plant grass, compact soil.)
Open ditches & Swales	Annually	Adequate rock placement in splash pad, check dam or lining. Native soil should not be visible.	Replace rocks to design standard.
Swales	Quarterly	Adequate grass coverage. Take action if coverage is sparse and weedy, or areas are overgrown with woody vegetation.	Aerate soils, reseed and mulch bare areas. Keep grass less than 8 inches high. Remove woody growth, regrades, and reseed as necessary.
Swales	Annually	Standing water in swale or very slow flow velocity. Stagnation.	A survey may be needed to verify grades. Grades should be between 1-5%.

Grounds and Landscaping

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Landscaped Areas	Quarterly	Uncontrolled weed growth in landscaped areas.	If possible, pull weeds by hand to avoid using chemical weed controls.
Landscaped Areas	Quarterly	Presence of poison ivy or other poisonous vegetation or insect nests.	Remove poisonous vegetation or insect nests.
Landscaped Areas	Quarterly	Yard waste or litter.	Remove and dispose of properly.
Landscaped Areas	Quarterly	Noticeably visible rills in landscaped areas.	Identify the causes of erosion and take steps to slow down or disperse the water. Fill in contour; seed area.
Trees and shrubs	Annually	Split, broken or otherwise damaged tree parts and shrubs.	Trim trees and shrubs to restore shape. Replace severely damaged trees and shrubs.
Trees and shrubs	Annually	Blown down or knocked over trees or shrubs.	Replant trees or shrubs, inspecting for injury to stem or roots. Replace if severely damaged.
Trees and Shrubs	Annually	Exposed roots, inadequate support, severe leaning.	Place stakes and rubber-coated ties around young trees/shrubs for support.

Access Roads and Easements

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
General	One Time	Adequate access to your stormwater facilities for maintenance vehicles.	If there is not enough access, check with your local jurisdiction to determine whether an easement exists. If so, a maintenance road may need to be constructed.
Access road	Quarterly	Debris that could damage vehicle tires (glass or metal).	Clear all potentially damaging debris.
Access road	Annually	Any obstructions that reduce clearance above and along the road to less than 14 feet.	Clear along and over roadway so there is enough clearance.
Road surface	Annually	Potholes, ruts, mushy spots, or woody debris that limits access by maintenance vehicles.	Add gravel or remove wood as necessary.
Shoulders and ditches	Annually	Erosion along the roadway.	Repair erosion with additional soil or gravel.

Drywells, French Drains, or Downspouts

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Downspout	Annually	Water overflowing from the downspout over the ground.	First clean the gutters and downspouts. If this doesn't solve the problem, a larger drywell may be required.
Roof	Annually	Moss and algae taking over the shadier parts of the shingles.	Disconnect flexible part of the downspout leading to the drywell. Remove moss. Pressure washing or use of fatty acid solutions instead of highly toxic pesticides or chlorine bleach is preferred. Install a zinc strip as a preventative.

RESOURCE LISTING

If you suspect a problem exists, please contact your local jurisdiction at one of the numbers below and ask for Technical Assistance.

Contact Numbers:

Lacey Water Resources	(360) 491-5600
Thurston County (Storm & Surface Water)	(360) 754-4681
WSU Cooperative Extension	(360) 786-5445

Developer Information:

Freestone Trailside LLC
6820 20th ST E, Suite A
Fife, WA 98424
(206) 819-5505

Engineer's Information:

HATTON GODAT PANTIER
3910 Martin Way E, Suite B
Olympia, WA 98506
(360) 943-1599

LOG SHEET

Use log sheets to track maintenance checks and what items, if any, are repaired or altered. The completed sheets will serve as a record of maintenance activity and will provide valuable information about how your facilities are operating. Log sheets should be kept in a dry, readily accessible place.

[illegible]

III. POLLUTION SOURCE CONTROL PROGRAM

Purpose

Many products and practices commonly used in and around the home are hazardous to both the environment and us. Many of these products can end up in our stormwater systems and groundwater. This document gives alternatives, where possible, for those types of products and practices. The Best Management Practices (BMPs) described here, include "good housekeeping" practices that everyone can use.

Recommended Pollution Control Practices For Homeowners

It has been said that the average home today contains more chemicals than the average chemical lab of 100 years ago. When many of these chemicals are used industrially, they can be subject to various health and safety standards; yet these same substances are used freely and often carelessly in our homes.

The BMPs in this section are divided into four categories: **Household Hazardous Wastes**, **Pesticides**, **Remodeling**, and **Septic Maintenance**. Each section includes information on available alternatives.

Household Hazardous Wastes

Many of the cleaning agents, solvents, polishes, etc. commonly used in the home are considered hazardous. These products may be toxic, corrosive, reactive, flammable, and/or carcinogenic. It is critical that these products are handled with care and are properly disposed of. A list of common household hazardous materials is presented in Table 1.

In addition, many hazardous household chemicals persist for long periods of time in the environment. Manufacturers may truthfully state that a product is "biodegradable"; most products are biodegradable, but what is important is the rate at which they are broken down and the products they are broken down into. The term "biodegradable" on its own is misleading at best, unless the product is rapidly degraded into harmless substances.

It is important to note here that the term "biodegradable" currently has no legal definition in this state. This means that any product can use this term according to the manufacturer's own definition. This definition may not be at all similar to the consumer's perception. The following ideas will help you reduce the risks of stormwater and groundwater contamination from many household products:

Household Product Management:

1. Read product labels before purchasing. Toxic product labels will carry many warnings. Either bypass such products or purchase in small quantities. If you cannot use the entire product, try to give it away instead of disposing of it. Thurston County periodically facilitates product exchanges for leftover paints and other hazardous wastes. Call the Thurston County Health Department at (360) 754-4111 for more information.
2. Buy only those detergents that contain little or no phosphorus. Phosphorus can cause algae blooms if washed into lakes or streams. Most detergents that are low or phosphate free are labeled as such.
3. Use no more than the manufacturer's suggested amount of any cleanser. More is not necessarily better.

4. Products such as oven cleanser, floor wax, furniture polish, drain cleaners, and spot removers often contain toxic chemicals. Buy the least toxic product available or use a non-toxic substitute if one can be found. For example, ovens can be cleaned by applying table salt to spills, then scrubbing with a solution of baking soda and water. Table 2 lists substitutes for many commonly used household products.

If it is necessary to use a product that contains toxic chemicals, use the product only as directed. Do not combine products, as they may become more dangerous when mixed (e.g., mixing chlorine bleach and ammonia produces dangerous gases). Use eye protection and rubber gloves as appropriate.

Contact the Hazardous Substance Hotline at 1-800-633-7585 if you have any questions regarding disposal of a product or empty container. The County has both hazardous waste collection days and permanent facilities where residents can bring hazardous wastes. Call the Thurston County Health Department at (360) 754-4111 for more information.

5. Chemicals left over from activities, such as photography and auto repair, are hazardous and should not be flushed down the sink. This is especially important if your home is hooked up to a septic system. Toxic chemicals can kill the beneficial bacteria in the tank used to treat sewage and can pollute water supply wells.
6. Be sure all containers are clearly labeled.
7. Common batteries (not automobile) are one of the largest sources of heavy metals (such as lead, nickel, cadmium, and mercury) found in landfills. Instead of throwing them away, dispose of them at a hazardous waste collection site.

Automotive Usage, Care and Maintenance:

From a waste management standpoint, automobile maintenance is best done by professionals at facilities designed to handle, store, and dispose of the waste products properly. Many of these facilities do an excellent job of dealing with waste oils, antifreezes, other fluids, batteries and tires. They often charge a small fee to cover the added expenses, but it's worth it. However if you repair your car at home, please consider these helpful tips:

1. Cars should be serviced regularly. Leaky lines or valves should be replaced.
2. Dumping oil, degreasers, antifreeze, and other automotive liquids into a stream or a storm drain violates city, county and state laws or ordinances. Do not dump them onto the ground because they will end up in stormwater runoff or in groundwater. Do not use oil to reduce dust levels on unpaved areas. Instead, recycle used oil and antifreeze. Keep them in separate containers. Call the Recycling Hotline at 1-800-RECYCLE or call the Thurston County Health Department for the location of the nearest recycling center or, inquire whether your local automotive service center recycles oil. Some may also take used oil filters.
3. Wrap empty oil or antifreeze containers in several layers of newspaper, tie securely and place in a covered trash can. Antifreeze is sweet tasting, but poisonous to people, fish, pets and wildlife.
4. Sweep your driveway instead of hosing it down. Fluids and heavy metals associated with automobiles can build up on driveway surfaces and be washed into local surface or groundwater when driveways are hosed down.
5. When washing vehicles, do so over your lawn or where you can direct soapsuds onto the lawn or another vegetated area to keep the soaps from washing into the storm drain system or local surface water. Your stormwater pond cannot cleanse soapy water.

6. Small spills of oil and other fluids can be absorbed with materials such as kitty litter or sawdust. Wrap the used absorbent and any contaminated soil in a plastic bag and place in the garbage.

If a spill reaches surface water, you must notify the nearest regional office of the Department of Ecology Immediately! The Southwest Regional Office number is (360) 407-6300 or call 911. There are fines for failure to notify the appropriate agency when a spill occurs.

7. De-icing chemicals (various types of salt) can harm concrete less than three years in age, burn vegetation, and be corrosive to cars and other metal objects. De-icing chemicals and their additives can be toxic. (Cyanide is formed from the breakdown of a common anti-caking agent used in de-icing chemicals.)

Urea salts are an alternative to other types of salt de-icers, but great care must be used in applying them. These salts contain large quantities of nitrogen, which can severely burn plants and encourage algae growth if over-applied.

The use of these chemicals should be minimized or avoided. Instead, shovel walks clear and apply a dusting of sand to improve footing.

TABLE 1. HAZARDOUS HOUSEHOLD SUBSTANCES LIST

AUTO, BOAT AND EQUIPMENT MAINTENANCE	REPAIR AND REMODELING	CLEANSING AGENTS
Batteries	Adhesives, glues, cements	Oven cleaners
Waxes and cleansers	Roof coatings, sealants	Degreasers and spot removers
Paints, solvents and thinners	Caulking and sealants	Toilet, drain and septic tank cleaners
Additives	Epoxy resins	Polishes, waxes and strippers
Gasoline	Solvent-based paints	Deck, patio and chimney cleaners
Flushes	Solvents and thinners	Solvent cleaning fluids
Auto repair materials	Paint removers and strippers	
Motor oil		
Diesel oil		
Antifreeze		
PESTICIDES	HOBBY AND RECREATION	MISCELLANEOUS
Insecticides	Paints, thinners and solvents	Ammunition
Fungicides	Chemicals (photo and pool)	Asbestos
Rodenticides	Glues and cements	Fireworks
Molluscicides	Inks and dyes	
Wood preservatives	Glazes	
Moss retardants	Chemistry sets	
Herbicides	Bottled gas	
Fertilizers	White gas	
	Charcoal starter fluid	

Source: Guidelines for Local Hazardous Waste Planning, Ecology, No. 87-18 1987.

TABLE 2. NON- OR LESS TOXIC ALTERNATIVES TO TOXIC PRODUCTS

HAZARDOUS PRODUCT	ALTERNATIVE(S)
Air fresheners	Set out a dish of vinegar; simmer a potpourri of cinnamon and cloves; set out herbal bouquets or potpourri in open dishes; burn scented candles.
Bleach	Borax or oxygen bleaches or reduce bleach by ½ and add ¼ - ½ C baking soda; line dry clothes.
Brass polish	Worcestershire sauce.
Chrome polish	Apple cider vinegar; a paste of baking soda and water; a lemon.
Coffee pot cleaner	Vinegar; remove coffee stains with moist salt paste.
Copper cleaner	Mixture of lemon juice and salt or tomato catsup.
Drain cleaner	Use a plunger followed by ½ C baking soda mixed in ½ C vinegar. Let sit 15 minutes, pour into drain followed by 2 qt. boiling water.
Furniture polish	Linseed, olive or almond oils; a mixture of 3 parts olive oil to 1 part white vinegar; a mixture of 1T lemon oil and 1 pint mineral oil.
Garbage disposal deodorizer	Lemon rind or baking soda.
Glass cleaner	Mixture of 2T vinegar and 1 quart water.
Grease remover	Paste of borax and water on damp cloth.
Ink stain remover	Spray with non-aerosol hairspray before washing.
Laundry soap	Borax; baking soda; washing soda.
Linoleum floor cleaner	Mixture of 1 C white vinegar and 2 gallons water
Mildew remover	Equal parts vinegar and salt.
Mothballs	Cedar chips or blocks; dried tansy, lavender or peppercorns.
Oil spills	Kitty litter; sawdust.
Oil stain remover	White chalk rubbed into stain prior to washing.
Oven cleaner	Cover fresh spills with salt; scrape off after the oven cools. A soda water solution will cut grease. Paint ammonia on spills with a paintbrush, then rinse off.
Paint brush softener	Hot vinegar.
Paint stripper	Use mechanical sanding instead of chemical strippers.
Paint or grease remover	Wear gloves or try baby oil.
Pet odor remover	Cider vinegar.
Pitch or sap remover	Butter, margarine or vegetable shortening.
Porcelain stain remover	Baking soda
Refrigerator deodorizer	Open box of baking soda.
Rug/carpet cleaner	(General) Use a soap-based non-aerosol rug shampoo, vacuum when dry. (Spots) Pour club soda or sprinkle cornmeal or cornstarch on the rug, let sit for at least 30 minutes; vacuum.
Rust remover	Lemon juice and sunlight.
Rusty bolt remover	Carbonated beverage.
Scorch mark remover	Grated onion.
Scouring powder	Baking soda or non-chlorine scouring powder.
Silver polish	Soak silver in warm water with 1T soda, 1T salt and a piece of aluminum foil.
Stainless steel polish	Mineral oil.
Toilet bowl cleaner	Paste mixture of borax and lemon juice.
Tub and tile cleaner	¼ C soda and ½ C white vinegar mixed with warm water.
Upholstery spot remover	Club soda.
Water mark remover	Toothpaste.
Water softener	¼ C vinegar.

Pesticides¹ and Fertilizers

Pesticides and fertilizers are commonly used by homeowners in their quest for bigger, healthier plants and greener, lusher lawns. These chemicals are often overused and misapplied. These chemicals are easily introduced into stormwater runoff and can cause algae blooms (fertilizers) or kill off aquatic organisms (pesticides).

Fertilizer Management:

Fertilizing a lawn can be done in an environmentally sensitive manner. Here are some ideas:

1. Before fertilizing, test your soil's pH by using a readily available kit, or through tests provided by WSU Cooperative Extension. Use only the recommended amount of fertilizer, and any soil amendments, such as lime, that are recommended in your test results.
2. Use fertilizers that are appropriate for your area and for the types of plants you are growing. Work the fertilizer into the soil directly around the plant's drip line. By incorporating the fertilizer in the soil, there will be less likelihood of contaminated runoff. Contact the Thurston Conservation District for more information.
3. Water before fertilizing. Water enough to dampen the ground thoroughly, but not enough to cause surface runoff. Dampening the soil prevents fertilizer from being washed from the surface of dry soil in the first rain or watering after application.
4. Many soils can benefit from the use of organic fertilizers such as compost or peat. Not only do these substances add nutrients to soil, they also increase the porosity of the soil and increase its ability to hold water.
5. Slow release fertilizers (which are generally resin-coated) can be used in addition to organic fertilizers. They are not mobile in the soil, and are only applied once.

Integrated Pest Management:

Rather than bringing out the sprayer whenever a pest infestation occurs in the garden, consider using Integrated Pest Management (also known as IPM). IPM emphasizes the evaluation of all factors including environmental effects before chemicals are applied. Pesticides should only be used as a last resort. Some of the tactics that can be used to decrease or eliminate the use of pesticides include:

1. Use of Natural Predators, Pathogens: Because chemical sprays generally kill many beneficial insects instead of just the target pest, it may be necessary to introduce natural predators back into the garden. Ladybugs, lacewings, predatory wasps, and nematodes are all commercially available. Garter snakes and toads are also predators and should not be eliminated from the garden.

There are some bacteria, viruses, and insect parasites that are specific to pests and will not harm other insects or animals. A commonly used bacterium in the Puget Sound area is *Bacillus thuringiensis* (Bt), which is intended to control infestations of tent caterpillars. Products containing Bt are available at your nursery.

2. Habitat Changes: Many times a change of habitat can control pest infestations. Removal of old tires can cut down on the mosquito population by removing a convenient water-filled location for them to breed in. Crop rotation, even in a small garden, can reduce the number of pest

¹ As used here, the word pesticide can mean any herbicide, insecticide, rodenticide, miticide, or other types of chemicals used in the same manner.

infestations. Removing last year's leaves from under rose bushes can cut down on the incidence of mildew and blackspot, as these fungi overwinter in dead leaves.

3. Timing: Crops that can overwinter (such as leeks or carrots) should be planted in the Fall. This gives them time to become established before pests arrive in the Spring.
4. Mechanical: Many eggs, larvae, cocoons, and adult insects can be removed by hand. Be sure that the insect is properly identified prior to removing it so those beneficial insects are not destroyed in error. Drowning insects in plain water or spraying them with soapy water are alternatives to squashing them.
5. Resistant Plants: Plants that are native to this area are often more resistant to pests and climate, etc. than are introduced plants. Many plant cultivars have been developed which are resistant to such diseases as verticillium wilt and peach leaf curl. Grass seed mixes are also available for lawns that need much less watering, mowing, and chemical use.
6. Growing Conditions: Plants, such as hostas, that require some shade are more susceptible to pests when they are growing in the sun. Improperly fertilized or watered plants are less vigorous in growth and tend to attract pests. Plants that prefer an acid soil, such as azaleas, will perform better and be less susceptible to pests when they are grown in soil with the proper pH.
7. Chemicals: Chemicals are a small part of the IPM plan and should be applied only as needed after reviewing all other alternatives.

Pesticide Management:

When use of a chemical is the best or only option, follow these simple guidelines:

1. Know your target pest before spraying. Use the pesticide according to the manufacturer's instructions and buy only the needed quantity. Many pesticides have a limited shelf life and may be useless or degrade into even more toxic compounds if for extended periods of time.
2. Do not apply more than the specified amount. Overuse can be dangerous to your health as well as the health of wildlife and the environment. If more than one chemical can be used to control the pest, choose the least toxic. The word "caution" on the label means that the chemical is less toxic than one that is labeled "warning".
3. Do not spray on windy days, in the morning of what will be a very hot day, or when rain is likely. Herbicides can drift and injure valuable ornamental plants. Do not water heavily after application. Plants should be lightly watered BEFORE application to prevent burning of the foliage, and to help evenly spread the chemical.
4. Never apply pesticides near streams, ponds, or wetlands (exception: approved applications for aquatic weeds). Do not apply pesticides to bare eroded ground (exception: use of low toxicity herbicides such as Round-up to allow growth of desired planting in small areas). Many pesticides bind to soil particles and can be easily carried into a stream or storm drain.
5. Pesticides should be stored well away from living areas. Ideally, the storage area should have a cement floor and be insulated from temperature extremes. Always keep pesticides in their original containers with labels in tact. Labels often corrode and become illegible in this climate and may have to be taped onto the container.
6. Federal law now requires that all pesticides be labeled with the appropriate disposal method. Leftovers should never be dumped anywhere, including a landfill. Take unwanted pesticides to the County's hazardous waste collection days or Hazo House at the landfill.

7. Empty containers should be triple-rinsed and the rinse water used as spray. Once containers are triple-rinsed, they are not considered hazardous waste and may be disposed of in most landfills. However, call your local landfill before putting the container in the garbage.
8. If a pesticide is spilled onto pavement, it can be absorbed using kitty litter or sawdust. The contaminated absorbent should be bagged, labeled and taken to Hazo House.
9. If the pesticide is spilled onto dirt, dig up the dirt, place it in a plastic bag and take it to Hazo House.
10. Many pest control companies and licensed applicators have access to pesticides that are more toxic than those available to the consumer. Check with the company before they spray indoors or outdoors to find out what spray they will be using and what precautions, if any, are necessary after the operator leaves.

Home Remodeling

Remodeling uses some of the most toxic substances found in the home. Paints, preservatives, strippers, brush cleaners, and solvents all contain a wide range of chemicals, some of which are suspected to be carcinogenic (cancer causing). These products should never be dumped in a landfill or put down a sewer or septic system.

1. When building a deck consider using wood or wood alternatives such as recycled wood/plastic decking instead of concrete. Wood decking allows rainwater to drip onto the ground below, keeping it from becoming surface runoff.
2. Decks and sidewalks can also be built out of brick interlocking pavers or modular concrete. If these surfaces are placed on a bed of well-drained soil gravel or sand, rainwater can infiltrate into the ground around them.
3. To reduce disposal problems, buy only the needed amount. Used turpentine or brush cleaner can be filtered and reused. Paint cans should be allowed to dry and then be disposed of during a hazardous waste collection day or at Hazo House.
4. Leftover paint can be given away, for example to a theater group. Contact the Thurston County Health Department at (360) 754-4111 for other options.
5. Roof downspouts can be adjusted to infiltrate runoff to a well drained area. The runoff from them can enter a gravel bed where it can infiltrate into the ground. For design criteria, see your jurisdiction's drainage manual.
6. When gardening on slopes, reduce the potential for surface runoff by using terraces across the face of the hill. These can be as simple as little soil "bumps" or more elaborate using timbers, masonry or rock walls.

Septic System Care and Management

While septic systems do not seem to have a direct relationship with stormwater runoff, they can in some instances be related.

1. Roof drains and stormwater runoff should be diverted away from drainfields. Excess water reduces the capacity of the drainfield to absorb effluent from the septic tank.
2. Water from hot tubs should not be drained into a septic system all at once. They are not designed to handle large volumes of chlorinated water. Either use the water on plants in the yard, or drain the hot tub slowly over a period of days.

3. Septic tanks should be pumped regularly. Ponded water, damp places in the yard, foul odors and/or a dark gray or black soil color may indicate septic drain field failure. Effluent from a malfunctioning septic can cause disease and nitrate problems in groundwater. For septic system assistance, contact the Thurston County Health Department.

References

Puget Sound Water Quality Authority, Managing Nonpoint Pollution - an Action Plan for Puget Sound Watersheds, 88-31, June 1989.

Washington State Dept. of Ecology, Water Quality Guide - Recommended Pollution Control practices for Homeowners and Small Farm Operators 87-30, revised June 1991.

Washington State Dept. of Ecology, Hazardous Waste Pesticides, 89-41, August 1989.

IV. GLOSSARY

BEST MANAGEMENT PRACTICE (BMP) - Structures, conservation practices, or regulations that improve quality of runoff or reduce the impact of development on the quantity of runoff.

BIOFILTER (SWALE) - A wider and flatter vegetated version of a ditch over which runoff flows at uniform depth and velocity. Biofilters perform best when vegetation has a thick mat of roots, leaves, and stems at the soil interface (such as grass).

BIOFILTRATION - The process through which pollutant concentrations in runoff are reduced by filtering runoff through vegetation.

BUFFER - The zone that protects aquatic resources by providing protection of slope stability, attenuation of runoff, and reduction of landslide hazards. An integral part of a stream or wetland ecosystem, it provides shading, input of organic debris, and coarse sediments to streams. It also allows room for variation in stream or wetland boundaries, habitat for wildlife, and protection from harmful intrusion.

CATCH BASIN - An inlet for stormwater set into the ground, usually rectangular and made of concrete, and capped with a grate that allows stormwater to enter.

CHECK DAM - A dam (e.g., rock, earthen, log) used in channels to reduce water velocities, promote sediment deposition, and/or enhance infiltration.

COMPOST STORMWATER FILTER - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of specially prepared bigleaf maple compost.

CONSTRUCTED WETLAND - A wet pond with dead storage at varied depths and planted with wetland plants to enhance its treatment capabilities.

CONTROL STRUCTURE (FLOW RESTRICTOR) - A manhole and/or pipe structure with a flow-regulating or metering device such as a weir or plates with small holes known as orifices. This structure controls the rate at which water leaves the pond.

CONVEYANCE - A mechanism or device for transporting water including pipes, channels (natural and man-made), culverts, gutters, manholes, etc.

CRITICAL AREA - Areas such as wetlands, streams, steep slopes, etc. as defined by ordinance or resolution by the jurisdiction. Also known as "environmentally sensitive areas."

CULVERT - A conveyance device (e.g., concrete box, pipe) that conveys water from a ditch, swale, or stream under (usually across) a roadway or embankment.

DEAD STORAGE - The volume of storage in a pond below the outlet that does not drain after a storm event. This storage area provides treatment of the stormwater by allowing sediments to settle out.

DETENTION FACILITY - A facility (e.g., pond, vault, pipe) in which surface and stormwater is temporarily stored.

DETENTION POND - A detention facility in the form of an open pond.

DISPERSION TRENCH - An open-top trench filled with riprap or gravel that takes the discharge from a pond, spreads it out, and spills (bubbles) the flow out along its entire length. Dispersion trenches are used to simulate "sheet flow" of stormwater from an area, and are often used to protect sensitive adjacent areas, such as wetlands.

DRAINAGE SYSTEM - The combination of Best Management Practices (BMPs), conveyances, treatment, retention, detention, and outfall features or structures on a project.

DROP STRUCTURE - A structure for dropping water to a lower elevation and/or dissipating energy. A drop may be vertical or inclined.

DRY POND - A detention facility that drains completely after a storm. This type of pond has a pipe outlet at the bottom.

EASEMENT - A right afforded a person to make limited use of another's real property. Typical easements are for pipes or access to ponds, and may be 15 to 20 feet wide.

EMERGENCY OVERFLOW OR SPILLWAY - An area on the top edge of the pond that is slightly lower in elevation than areas around it. This area is normally lined with riprap. The emergency overflow is used only if the primary and secondary outlets of the pond fail, in the event of extreme storms, or if the infiltration capability of the pond becomes significantly diminished. If the emergency overflow ever comes into play, it may indicate the pond needs to be upgraded.

ENERGY DISSIPATER - A rock pad at an outlet designed to slow the velocity, spread out the water leaving the pipe or channel, and reduce the potential for erosion.

FREEBOARD - The vertical distance between the design high water mark and the elevation of the top of the pond. Most ponds have one to two feet of freeboard to prevent them from overflowing.

INFILTRATION - The soaking of water through the soil surface into the ground (percolation). (Many ponds are designed to fully infiltrate stormwater, and thus do not have a regularly used discharge pipe.)

INFILTRATION FACILITY (or STRUCTURE) - A facility (pond or trench) that retains and percolates stormwater into the ground, having no discharge (to any surface water) under normal operating conditions.

JUNCTION - Point where two or more drainage pipes or channels converge (e.g., a manhole).

JURISDICTION - Olympia, Lacey, Tumwater, or Thurston County (as applicable).

LINED POND or CONVEYANCE - A facility, the bottom and sides of which have been made impervious (using, for example, a plastic liner or clay/silt soil layer) to the transmission of liquids.

LIVE STORAGE - The volume of storage in a pond above the outlet that drains after a storm event. This storage area provides flood control and habitat protection for nearby streams.

MANHOLE - A larger version of a catch basin, often round, with a solid lid. Manholes allow access to underground stormwater pipes for maintenance.

NATURAL CHANNEL - Stream, creek, river, lake, wetland, estuary, gully, swale, ravine, or any open conduit where water will concentrate and flow intermittently or continuously.

OIL-WATER SEPARATOR - A structure or device used to remove oil and greasy solids from water. They operate by using gravity separation of liquids that have different densities. Many catch basins have a downturned elbow that provides some oil-water separation.

OUTFALL - The point where water flows from a man-made conduit, channel, or drain into a water body or other natural drainage feature.

RETENTION FACILITY - An infiltration facility.

RETENTION POND - A retention facility that is an open pond.

REVTMENTS - Materials such as rock or keystones used to sustain an embankment, such as in a retaining wall.

RIP RAP - Broken rock, cobbles, or boulders placed on earth surfaces, such as on top of a berm for the emergency overflow, along steep slopes, or at the outlet of a pipe, for protection against the action of water. Also used for entrances to construction sites.

RUNOFF - Stormwater.

SAND FILTER - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of sand.

STORMWATER - That portion of precipitation that falls on property and that does not naturally percolate into the ground or evaporate, but flows via overland flow, channels or pipes into a defined surface water channel, or a constructed infiltration facility. Stormwater includes washdown water and other wastewater that enters the drainage system.

SWALE - A shallow drainage conveyance with relatively gentle side slopes, generally with flow depths less than one foot. This term is used interchangeably with "BIOFILTER".

TRASH RACK or BAR SCREEN - A device (usually a screen or bars) that fits over a pipe opening to prevent large debris such as rocks or branches from entering and partially blocking the pipe.

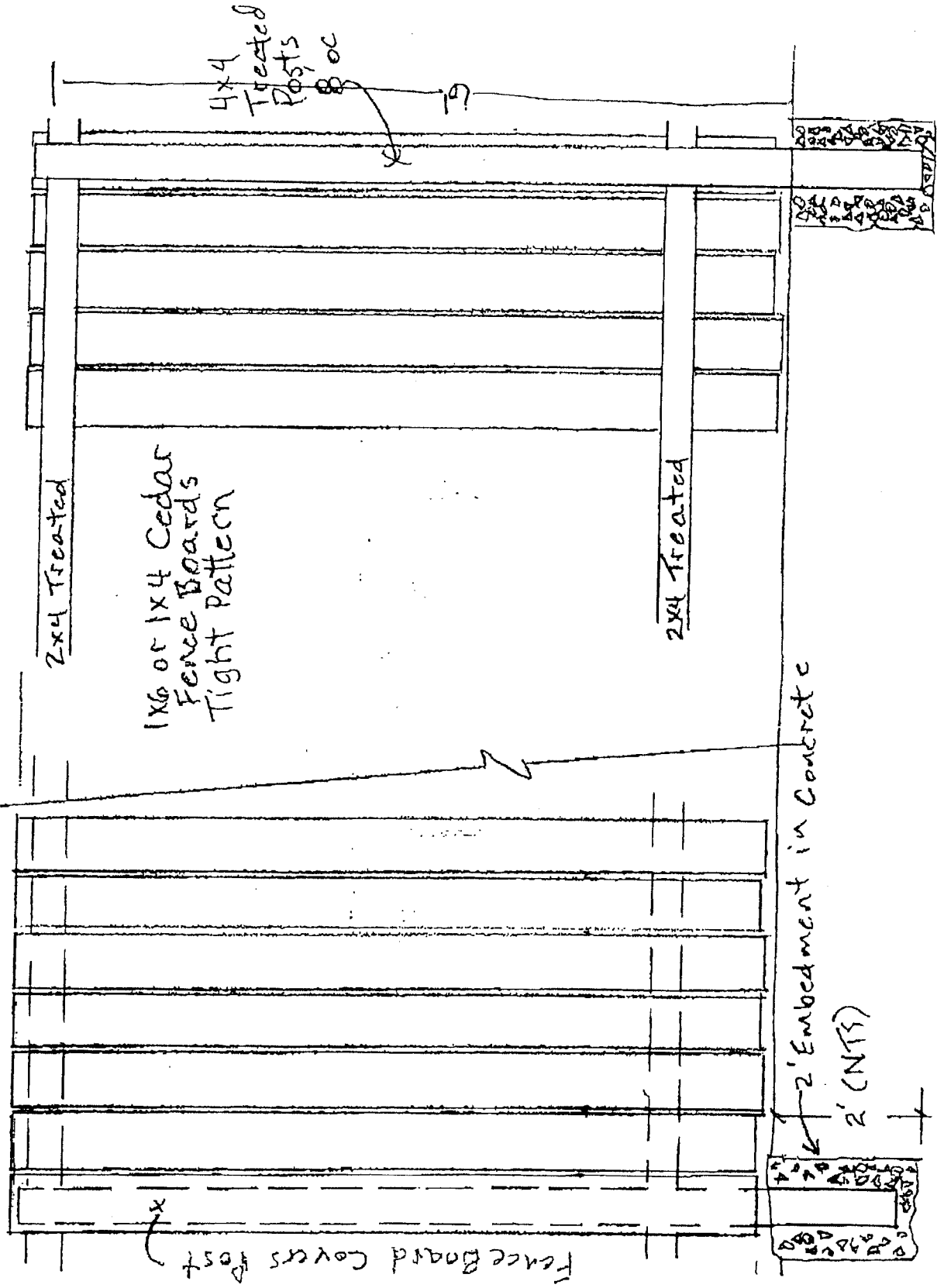
WET POND - A stormwater treatment pond designed with a dead storage area to maintain a continuous or seasonal static water level below the pond outlet elevation.

EXHIBIT D
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR TRAILSIDE ESTATES

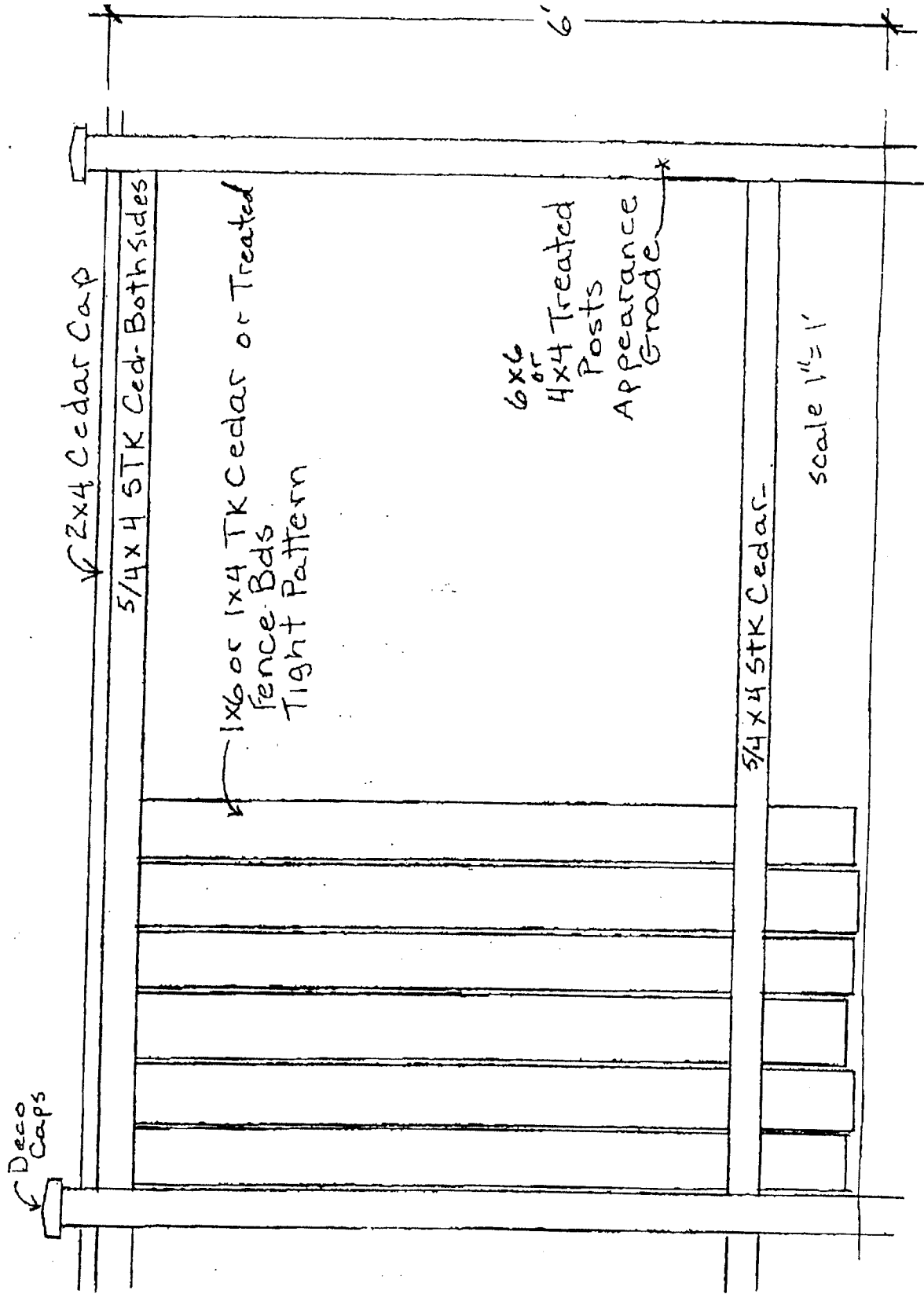
Fence Requirements (Section 9.1(c))

[See attached 2 pages]

Standard 6' Cedar Fence



4 Rail Fence



201207250414 MMCKENZ 3 PGS
07/25/2012 09:38:50 AM \$64.00
AUDITOR, Pierce County, WASHINGTON

After Recording Return to:
Bryce H. Dille
of Campbell, Dille, Barnett & Smith, PLLC
317 South Meridian
Puyallup, WA 98371

RECEIVED JUL 19 2012

RECEIVED AUG 09 2012

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR TRAILSIDE ESTATES

Grantor: Freestone Trailside Home Owners Association
Grantee: Trailside Estate
Recording Numbers of Document Amended: 4247485
Legal Description (abbreviated): Portion of Section 8, Township 18 North, Range 1 West SE
Quarter NW Quarter, Thurston County, Washington
Assessor's Tax Parcel No.: 11808240300

Pursuant to the amendment provisions contained in the Declaration of Protective Covenants, Conditions and Restrictions for Trailside Estates recorded on January 23, 2012, under Thurston County Auditor's Recording No. 4247485, (the "Declaration"), the undersigned, pursuant to Section 13.3 of the Declaration, hereby amends certain provisions of said Declaration as follows:

1. Article 3, **Assessments**, in particular Section 3.3(b), **Levy of General Assessment**, is hereby amended to read as follows:

(b) **Levy of General Assessment**. In order to meet the costs and expenses projected in its Budget, the Board shall determine and levy on every Owner a General Assessment. The Association's Budget shall be divided by the number of Lots to determine the amount of the General Assessment applicable to each Lot. Except as provided in Section 3.3 with respect to unoccupied Lots owned by the Declarant, each Owner's Prorata Share of General Assessments shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the General Assessment for each Lot. General Assessments shall be payable in a lump sum annually on the date determined by the Board. (Owners who purchase Lots from Declarant during a year

shall pay their share of the General Assessment for such year, prorated as of the Close of Escrow on a 365 day year basis.)

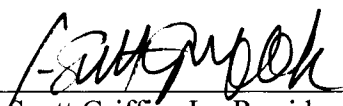
2. Article 3, **Assessments**, in particular Section 3.10, **Contribution to Working Capital Fund**, is hereby amended to read as follows:

3.10 **Contribution to Working Capital Funds.** In connection with the Close of Escrow for the closing of the sale of each Lot to an Owner other than Declarant, the initial Owner of such Lot (including a Participating Builder who acquires a Lot or Lots from Declarant) shall make a nonrefundable working capital contribution payment to the Association for an initial working capital fund ("**Working Capital Fund**"), which contribution shall be in an amount equal to \$250.00 per lot (the "**Initial Working Capital Contribution**"). The Initial Working Capital Contribution shall not be considered as an advance payment of any Assessments. On the Turnover Date, the Declarant shall make an Initial Working Capital Contribution for any Lots remaining unsold on that date. An Owner that purchases from Declarant a Lot for which Declarant made an Initial Working Capital Contribution shall reimburse such amount to Declarant at the Closing of Escrow for the purchase of such Lot from Declarant. An Owner that purchases from a Participating Builder a Lot for which the Participating Builder made an Initial Working Capital Contribution shall reimburse such amount to the Participating Builder at the Close of Escrow for the purchase of such Lot from the Participating Builder. The Working Capital Fund may be used as determined by the Board; provided, however, that on the Turnover Date, the Association shall be required to have in the Working Capital Fund an amount equal to the total number of Lots times \$10.00.

3. All remaining provisions of the Declaration, as amended, shall remain in full force and effect, except as expressly modified and amended herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 14 day of July, 2012.

Freestone Trailside Home Owners Association

By: 
J. Scott Griffin, Jr., President

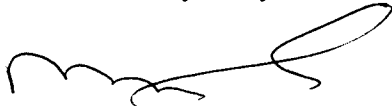
STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

On this 17th day of August, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Scott Griffin, Jr., to me known to be the President of Freestone Trailside Home Owners Association, a Washington non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for

the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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




Printed Name: Betty Stringham
NOTARY PUBLIC in and for the State of
Washington, residing at Tumac
My commission expires: 2-15-14