

AFTER RECORDING, RETURN TO:  
Hugh Lewis, Attorney at Law, P.C.  
2200 Rimland Drive, Suite 220  
Bellingham, WA 98226  
(360) 392-2880



200511230127

Skagit County Auditor

11/23/2005 Page

1 of

33 2:56PM

DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATIONS  
FOR  
FAIRGARDEN

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR FAIRGARDEN

GRANTOR:

THE FAIRGARDEN, L.L.C.

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

LOTS 2 - 6 AMENDED BARNUM SHORT PLAT,  
AF# 20050708009, and  
LOTS 7A, 7B, 7C & 7D PLAT FAIRGARDEN, AF  
# 200507070039

TAX PARCEL NOS.:

P122351e, P122357, P122358, P122359,  
P122360, P123052, P123053, P123054,  
P123055

## TABLE OF CONTENTS

ARTICLE I – IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE .....	1
1.1. Identification of Declarant and Property .....	1
1.2. Identification of Community and Platting Documents .....	1
1.3. Purpose .....	1
ARTICLE II – DEFINITIONS .....	1
ARTICLE III – DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES .....	3
3.1. Development Plan .....	3
3.2. Amenities .....	4
ARTICLE IV – LOTS .....	4
4.1. Number and Location .....	4
4.2. Street Addresses .....	4
4.3. Initial Construction of Dwellings and Other Improvements Within Lots .....	4
4.4. Upkeep of Lots .....	4
ARTICLE V – COMMON AREAS .....	5
5.1. Common Areas .....	5
5.2. Maintenance, Repair and Replacement .....	5
5.2.1. General Provisions .....	5
5.2.2. Limited Common Assessments for Maintenance of Barnum Lane .....	5
5.3. No Interference with Common Areas .....	5
5.4. Right of Access .....	5
ARTICLE VI – MAINTENANCE OF COMMON AREAS .....	5
6.1. Association's General Maintenance Responsibility .....	6
6.2. Upkeep of Stormwater Drainage Facilities .....	6
ARTICLE VII – OWNERS ASSOCIATION .....	6
7.1. Name and Form of Association .....	6
7.2. Powers of Association .....	6
7.3. Membership and Voting Rights .....	6
7.4. Bylaws of Association .....	6
ARTICLE VIII – MANAGEMENT OF ASSOCIATION .....	7
8.1. Management by Declarant .....	7
8.2. Authority of the Board .....	7
8.2.1. General Authority .....	7
8.2.2. Incurring and Payment of Common Expenses .....	7
8.2.3. Acquisition of Property .....	7
8.2.4. No Business Authority .....	7
8.2.5. Board as Attorney in Fact .....	7
ARTICLE IX – PERMITTED USES .....	8
9.1. Permitted Uses .....	8
9.1.1. Residential Use .....	8
9.1.2. Use of Common Areas .....	8
9.1.3. Trees and Vegetation .....	8
9.1.4. Surface Water Run-Off .....	8
9.1.5. Offensive or Illegal Activity .....	8
9.1.6. Privacy Fencing .....	8



200511230127

Skagit County Auditor

9.1.7.	Parking Restrictions .....	9
9.1.8.	Signs .....	9
9.1.9.	Underground Utilities .....	9
9.1.10.	Uses by Declarant .....	9
ARTICLE X –	ASSESSMENTS AND LIENS FOR COMMON EXPENSES .....	9
10.1.	Assessments for Common Expenses .....	10
10.1.1.	Liability of Lots .....	10
10.1.2.	Limited Common Assessments .....	10
10.1.3.	Timing of Payments. ....	10
10.1.4.	Owners Personally Liable for Common Expenses .....	10
10.2.	Liability Following Conveyance of Lot .....	10
10.3.	Statement of Unpaid Assessments .....	11
10.4.	Lien for Assessments. ....	11
10.5.	Perfection of Lien. ....	11
10.6.	Priority of Lien. ....	11
10.7.	Enforcement of Lien. ....	11
10.8.	Limitation of Lien Enforcement. ....	11
10.9.	Rent Subject to Lien for Assessments .....	11
10.10.	Remedies Cumulative .....	12
ARTICLE XI –	INSURANCE MATTERS .....	12
11.1.	Authority, Name of Insured .....	12
11.2.	Deductible .....	12
ARTICLE XII –	CONDEMNATION .....	12
ARTICLE XIII –	COMPLIANCE WITH LAW AND COVENANTS .....	12
13.1.	Compliance by Owners and Occupants .....	12
13.2.	Enforcement by Association. ....	13
13.3.	Legal Proceedings. ....	13
13.4.	Costs and Attorney's Fees. ....	13
13.5.	Late Charges and Interest. ....	13
13.6.	No Waiver of Rights. ....	13
13.7.	Remedies Cumulative. ....	13
ARTICLE XIV –	LIMITATION OF LIABILITY .....	14
14.1.	No Liability for Equipment Failure, Etc. ....	14
14.2.	No Bailment. ....	14
ARTICLE XV –	MORTGAGEE PROTECTION .....	14
ARTICLE XVI –	EASEMENTS AND SPECIAL DECLARANT RIGHTS .....	14
16.1.	Easements for Lots and Lot Owners .....	14
16.1.1.	In General .....	14
16.1.2.	Specific Easement Shown on Platting Documents .....	14
16.2.	Easement for Association Functions .....	15
16.3.	Easement for Utilities .....	15
16.4.	Easement for Emergency Access .....	15
16.5.	Easements for Declarant .....	15
16.6.	Special Declarant Rights .....	15
ARTICLE XVII –	AMENDMENT OF DECLARATION OF COVENANTS .....	16

(ii)



200511230127

Skagit County Auditor

17.1.	Procedure for Amendment of Declaration of Covenants .....	16
17.2.	Recordation Required. ....	16
17.3.	Amendments by Declarant .....	16
ARTICLE XVIII – MISCELLANEOUS .....		16
18.1.	Notices for All Purposes, Delivery .....	16
18.2.	Severability .....	17
18.3.	No Right of First Refusal .....	17
18.4.	Effective Date .....	17

(iii)



200511230127  
Skagit County Auditor

## ARTICLE I

### IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

#### 1.1. Identification of Declarant and Property.

THE FAIRGARDEN, L.L.C., a Washington Limited Liability Company hereinafter referred to as the "Declarant," is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property").

#### 1.2. Identification of Community and Platting Documents.

Declarant owns Lots 2 - 6 inclusive, Barnum Short Plat, as amended under Auditor's File 20050708009, records of Skagit County, Washington, and also owns contiguous property sharing certain common amenities known as Lots 7A, 7B, 7C & 7D, Plat of FairGarden, recorded under Skagit County Auditor's File No. 200507070039. When the word "Lot" is used hereinafter, it shall mean one of the above numbered Lots. All such Lots shall be known collectively as the "Community", which the Declarant has named FairGarden.

#### 1.3. Purpose.

This Declaration of Covenants, together with the Platting Documents referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

## ARTICLE II

### DEFINITIONS

2.1. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Community and enforce the provisions of the Governing Documents.

2.3. "Board of Directors" means the body with primary authority to manage the affairs of the Association.

2.4. "Common Areas" means those portions of the property within the Community so designated on the Platting Documents, along with any other real property owned by the Association or for which the Association has maintenance responsibilities under this Declaration of Covenants. Common Areas are further defined and described in Article V hereof.

2.5. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

2.6. "Common Expense liability" means the liability for Common Expenses allocated to each Lot pursuant to Section 10.1 of this Declaration of Covenants.

2.7. "Community" means all the Property described in Section 1.2 hereof, along with all the improvements constructed therein, the Association, and all other institutions and things serving the Owners of Lots therein.

2.8. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.9. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants, or (b) reserves or succeeds to any Special Declarant Right under the Declaration of Covenants.

2.10. "Declarant control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors or to veto or approve a proposed action of the Board or Association pursuant to Sections 8.1 and 16.6 of this Declaration of Covenants.

2.11. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.12. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City of Burlington. The term also includes any amendments thereto approved by applicable governmental entities.

2.13. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.14. "Governing Documents" means the Declaration of Covenants, the Platting Documents, the Bylaws of the Association along with any Rules and Regulations adopted by the Board of Directors.



2.15. "Limited Common Expenses" are portions of the Common Expenses for which one or more, but fewer than all Lot Owners may become liable under the terms of the Governing Documents.

2.16. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Platting Documents.

2.17. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.18. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.19. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental Community or agency, or other legal entity.

2.20. "Property" or "the Property" means all the real property described as being contained within the Platting Documents and, where appropriate, includes all real property which may be from time to time either added to the Community by the Declarant or acquired by the Association pursuant to Section 8.2.3 hereof.

2.21. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.22. "Special Declarant Rights" means rights reserved for the benefit of the Declarant to: (a) Complete improvements indicated on the Platting Documents; (b) maintain sales offices, management offices, signs advertising the Community, and models; (c) use easements through the Common Areas for the purpose of making improvements within the Community; (d) appoint or remove any officer of the Association or any member of the Board of Directors; or (e) to veto or approve a proposed action of the Board or Association during any period of Declarant Control reserved in this Declaration of Covenants. Special Declarant Rights are described in Section 16.6 hereof.

2.23. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community and with all applicable legal, administrative or regulatory requirements.

### ARTICLE III

#### DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES

##### 3.1. Development Plan.

The Lots in this Community were permitted by the City of Burlington under separate platting processes authorized by the Burlington Municipal Code, subject to certain conditions appearing on the face



of the Platting Documents. Many of such conditions are reproduced in the text of the Covenants which follow.

3.2. Amenities.

The Subdivision's amenities include a private road providing access to Lots 1 - 6, along with storm drainage and infiltration facilities in areas depicted on the Platting Documents.

ARTICLE IV

LOTS

4.1. Number and Location.

The Community contains nine (9) Lots which are depicted on the Platting Documents. The location of those Lots and their dimensions are shown on the Platting Documents. Lot 1, Barnum Short Plat, is not part of the Community.

4.2. Street Addresses.

A list of the street addresses for the Lots in the Community is attached hereto as Exhibit A.

4.3. Initial Construction of Dwellings and Other Improvements Within Lots.

Dwellings and related improvements, including fencing and accessory structures, will be constructed within the Lots by or under the direction of the Declarant, according to a common design scheme established by the Declarant. No manufactured homes are permitted. Any addition, alteration or improvement upon any Lot shall be consistent with the Declarant's scheme, and shall be constructed in accordance with the building code and other ordinances of the City of Burlington.

4.4. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot and its any improvements in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

4.5. Damaged Improvements.

If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the



Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

## ARTICLE V

### COMMON AREAS

#### 5.1. Common Areas.

The Common Areas of the Community consist of a series of Easement Areas depicted on the Platting Documents which variously burden and benefit the Lots for the purposes of providing rights of ingress, egress, utilities, stormwater conveyance and sanitary sewer service, as depicted on the Platting Documents. These areas contain the improved roadway surface of Barnum Lane and drainage facilities associated therewith, as well as the utility and sanitary sewer service corridors depicted on the Platting Documents.

#### 5.2. Maintenance, Repair and Replacement.

##### 5.2.1. General Provisions.

The Association, through its Board of Directors, is and shall remain perpetually responsible for all necessary Upkeep of the Common Areas. See Article VI hereof for further details.

##### 5.2.2. Limited Common Assessments for Maintenance of Barnum Lane.

The costs of providing Upkeep, including reserves for future maintenance and repair, shall be assessed exclusively to Lots 2 - 6, pursuant to Section 10.1.2 hereof.

#### 5.3. No Interference with Common Areas.

No Lot Owner shall obstruct any of the Common Areas nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.

#### 5.4. Right of Access.

Each Lot Owner shall afford to the Association, and to its agents or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas. If damage is inflicted on the Lot or its any improvements or appurtenances as a result of such activities, the Association shall be liable for the repair thereof.

## ARTICLE VI

### MAINTENANCE OF COMMON AREAS



6.1. Association's General Maintenance Responsibility.

The Board shall develop a schedule of routine maintenance for all components of the Common Areas which require Upkeep, establishing appropriate times during each year when such maintenance should occur. The Board should also periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Areas which will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget which would, when funded, minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future.

6.2. Upkeep of Stormwater Drainage Facilities.

All necessary Upkeep of the components of the Stormwater System shall be conducted by the Association in accordance with the provisions of the Stormwater Facility Maintenance Plan dated September 28, 2004, prepared by Summit Engineers & Surveying, Inc., a copy of which is attached as Exhibit "B". Such Manual shall govern such Upkeep unless modified under provisions of the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as the same may be updated from time.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be the "FairGarden Community Association." The Association has been or will be incorporated by the Declarant as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and of said corporation shall be governed by the provisions of the Homeowners Association Act and of this Declaration of Covenants. The Association shall remain organized as a profit or nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Homeowners Association Act, Chapter 64.38 RCW, the Homeowners Association Act shall control.

7.2. Powers of Association.

The Association shall, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act, and such additional powers as may be prescribed in the Articles of Incorporation or any Bylaws of the Association.

7.3. Membership and Voting Rights.

The Owner of each Lot in the Community shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot. Membership and voting rights are further specified in the Articles of Incorporation and Bylaws of the Association. Each Lot is entitled to one vote in the Association.

7.4. Bylaws of Association.



Bylaws for the administration of the Association and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants may be adopted by Board of Directors of the Association.

## ARTICLE VIII

### MANAGEMENT OF ASSOCIATION

#### 8.1. Management by Declarant.

The Declarant has reserved the rights to (a) appoint and remove the Officers and members of the Board of Directors of the Association, and (b) veto or approve a proposed action of the Board or the Association, for a period of three (3) years, or until all Lots in the Community are sold to purchasers unrelated to the Declarant.

#### 8.2. Authority of the Board.

##### 8.2.1. General Authority.

The Board, for the benefit of the Community and the Owners, shall perform all Upkeep for the Common Areas, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this Declaration of Covenants which are not expressly subject to the approval of the Owners.

##### 8.2.2. Incurring and Payment of Common Expenses.

The Board shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.

##### 8.2.3. Acquisition of Property.

The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

##### 8.2.4. No Business Authority.

Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

##### 8.2.5. Board as Attorney in Fact.

Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including,



but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

## ARTICLE IX

### PERMITTED USES

#### 9.1. Permitted Uses.

##### 9.1.1. Residential Use.

The Lots in this Community are intended to be used for residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. The Board may permit the use of part of a Dwelling for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other lawful occupants of the Community.

##### 9.1.2. Use of Common Areas.

The Common Areas shall be used only for the furnishing of such services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Areas shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents or Rules and Regulations adopted by the Board, no Owner shall make any private, exclusive or proprietary use of any of the Common Areas.

##### 9.1.3. Trees and Vegetation.

Following the construction of a dwelling structure on a Lot, its Owner(s) shall endeavor to preserve mature trees on the Lot and properly maintain any landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community and to prevent the spread of noxious weeds.

##### 9.1.4. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the owners thereof.

##### 9.1.5. Offensive or Illegal Activity.

No noxious, offensive or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

##### 9.1.6. Privacy Fencing.



Fences are permitted but must conform to the style installed by the Declarant, consistent with such further standards as required by the City of Burlington. Any fencing installed by Declarant shall be maintained by the abutting Lot Owners within the Community.

9.1.7. Parking Restrictions.

9.1.7.1. General Restrictions.

Vehicle parking is permitted on portions of the Lot which have been improved for such purposes. A minimum of two off-street parking spaces is required per Lot, which can be accomplished by using the driveway area in front of the garage associated with each Dwelling.

9.1.7.2. No Parking on Private Roadways.

No parking is permitted on Barnum Lane.

9.1.8. Signs.

The Association shall continuously maintain "No Parking, Fire Lane" signage on Barnum Lane, consistent with requirements of the Burlington Fire Department. Initially, no other sign of any kind, shall be displayed to the public view on or from any Lot or the Common Areas without the prior consent of the Board; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Lot is for sale or rent. The Board may by resolution establish further policies regarding signs, to reflect the sentiments of the Community while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Lots in the Community. The Board's judgment in such matters shall be conclusive, except to the extent necessary to satisfy State or Federal law governing such matters.

9.1.9. Underground Utilities.

All utilities are required to be located underground.

9.1.10. Uses by Declarant.

Nothing in the Governing Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES



10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots.

The total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be generally assessed equally against the Lots, subject to the provisions of Section 10.1.2 hereof.

10.1.2. Limited Common Assessments.

Common Expenses associated with Upkeep for Barnum Lane constitute Limited Common Expenses shall be assessed only against Lots 2 - 6. Further, by resolution supported by greater than 60% of the votes in the Association, the Association may require that any Common Expense or portion thereof benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted.

10.1.3. Timing of Payments.

Until changed by resolution of the Board of Directors, the annual Assessment against each Lot for its share of the Common Expenses shall be due and payable on the first day of the month of February of each year. The Board may adopt further payment policies which permit payment in installments under conditions to be determined by the Board.

10.1.4. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot so assessed as of the time the Assessment is due. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Owner may exempt himself or herself from liability with respect to any portion of the Common Expenses for any reason, including without limitation a waiver of the enjoyment of the right to use any of the Common Areas or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Owner shall continue to pay (with or without notice) a periodic Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Owner.

10.2. Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against his or her Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser



of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

10.3. Statement of Unpaid Assessments.

The Association, upon written request, shall furnish to a Lot Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Lot.

10.4. Lien for Assessments.

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due.

10.5. Perfection of Lien.

Recording of this Declaration of Covenants constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the county in which the Community is located.

10.6. Priority of Lien.

A lien under this Section shall be prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recording of the Declaration of Covenants; (b) a mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Lot.

10.7. Enforcement of Lien.

The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

10.8. Limitation of Lien Enforcement.

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six years after the amount of the Assessments sought to be recovered becomes due.

10.9. Rent Subject to Lien for Assessments.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be



entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lots as and when due. If the rental is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots in this type of project, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

10.10. Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies which may be available under the law although not expressed herein.

ARTICLE XI

INSURANCE MATTERS

11.1. Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors.

11.2. Deductible.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

ARTICLE XII

CONDEMNATION

In the event that Common Areas of the Community are become subject to eminent domain proceedings, the Association shall be a necessary party to such proceedings.

ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Governing Documents. All remedies provided the Association in this Article may be enforced against any tenant or other occupant of a Lot.



13.2. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents.

13.3. Legal Proceedings.

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

13.4. Costs and Attorney's Fees.

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Special Assessment against the Owner's Lot.

13.5. Late Charges and Interest.

The Board may impose and collect reasonable late charges to encourage prompt payment of Assessments. Until changed by resolution of the Board with advice of counsel, the Board may collect a late charge: (a) when any Assessment or installment thereof is received by the Association more than ten (10) days beyond the due date of such Assessment or installment; (b) in an amount not to exceed the greater of \$25.00 or ten percent (10%) of the amount of said Assessment or installment. Delinquent Assessments shall bear interest from the date of delinquency at the rate of 12% per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

13.6. No Waiver of Rights.

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents or the Act, shall not constitute a waiver of the right of the Association, the Board or the Owner to enforce such right, provision, covenant or condition in the future.

13.7. Remedies Cumulative.

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Act shall be deemed to cumulative and the exercise of any one or more thereof shall not



be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Act or at law or in equity.

#### ARTICLE XIV

##### LIMITATION OF LIABILITY

###### 14.1. No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

###### 14.2. No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

#### ARTICLE XV

##### MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may attend and address any meeting which a Lot Owner may attend.

#### ARTICLE XVI

##### EASEMENTS AND SPECIAL DECLARANT RIGHTS

###### 16.1. Easements for Lots and Lot Owners.

###### 16.1.1. In General.

Each Lot has an easement in and through each other Lot and the Common Areas for utilities and for lateral and/or adjacent support.

###### 16.1.2. Specific Easement Shown on Platting Documents.



Easements shown on the Platting Documents are hereby confirmed. Any easement shown on the Platting Documents which benefits one or more Lots in the Community, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property, and may also impose obligations upon the Association. Reference should be made to the Platting Documents.

16.2. Easement for Association Functions.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

16.3. Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors. See the Platting Documents for further details.

16.4. Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

16.5. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

16.6. Special Declarant Rights.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any improvements indicated on the Platting Documents or described earlier in the Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Community; and to appoint or remove any officer of the Association or any member of the Board of Directors, or to veto or approve a proposed action of the Board or Association during the Declarant Control Period described in Section 8.1 hereof; the Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for such purposes.



## ARTICLE XVII

### AMENDMENT OF DECLARATION OF COVENANTS

#### 17.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 17.3 hereof, amendments may be adopted only at a meeting of the Owners if at least 75% percent of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least 75% of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association.

#### 17.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

#### 17.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant is the Owner of any Lot in the Community or until the expiration of the time limit for the exercise of any Special Declarant Rights reserved by the Declarant.

## ARTICLE XVIII

### MISCELLANEOUS

#### 18.1. Notices for All Purposes, Delivery.

18.1.1. Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing, or to the most recent address known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to his or her Lot if no other mailing address has been given to the Board. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Association may be given to Declarant until the initial Board has been constituted and thereafter shall be given to the President or Secretary of the Association, or to its Registered Agent.

18.1.2. New Lot Owners must supply their names and addresses, along with the names and addresses of their respective Mortgagees, to the Secretary of the Association promptly after conveyance.



18.2. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act and furthers the common plan of this Community

18.3. No Right of First Refusal.

There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

18.4. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 15<sup>th</sup> day of November, 2005.

DECLARANT:  
THE FAIRGARDEN, L.L.C.

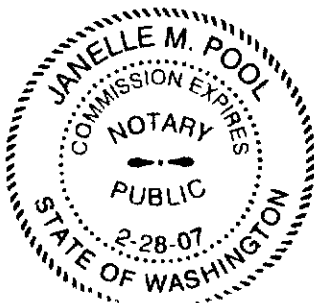
By  
Its

[Signature]  
Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of the Declarant, THE FAIRGARDEN, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 15, 2005.



Janelle M. Pool  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 02/28/07



**EXHIBIT "A"**

**List of Street Addresses**



### FairGarden Lot List

<u>Lot</u>	<u>Model</u>	<u>Address</u>	<u>Parcel</u>
2	FG3	1819 Barnum Lane	P122356
3	FG3	1823 Barnum Lane	P122357
4	FG1	1827 Barnum Lane	P122358
5	FG2	1820 Barnum Lane	P122359
6	FG1	1824 Barnum Lane	P122360
7A	FG2	1811 E. Fairhaven Ave.	P123052
7B	FG2	1817 E. Fairhaven Ave.	P123053
7C	FG2	1821 E. Fairhaven Ave.	P123054
7D	FG1a	105 Gardner Road	P123055



200511230127

Skagit County Auditor

**EXHIBIT "B"**

**Stormwater Facility Maintenance Plan**

Prepared By  
Summit Engineers & Surveying, Inc.



200511230127  
Skagit County Auditor

# **BARNUM SHORT PLAT & FAIRGARDEN PLAT**

**Burlington, Skagit County, Washington**

## **Stormwater Facility Maintenance Plan**

Prepared For: Landed Gentry Development, Inc.  
504 Fairhaven Ave.  
Burlington, WA 98233  
(360) 755-9021

Prepared By: *SUMMIT Engineers & Surveyors, Inc.*  
2218 Old Highway 99 So.  
Mount Vernon, WA 98273  
(360) 416-4999

Date: September 28, 2004



200511230127

Skagit County Auditor

**STORM WATER  
MAINTENANCE PROGRAM**

**Inspection Period:** \_\_\_\_\_

**Number of Sheets Attached:** \_\_\_\_\_

**Date Inspected:** \_\_\_\_\_

**Name of Inspector:** \_\_\_\_\_

**Inspector's Signature:** \_\_\_\_\_



200511230127  
Skagit County Auditor

## ATTACHMENT "A"

### MAINTENANCE PROGRAM

#### Maintenance Checklist for Closed Detention Systems (Pipes/Tanks)

Frequency	Drainage Systems Feature	✓	Problem	Conditions To Check For	Conditions That Shall Exist
M	Storage area (pipe tank)		Plugged air vents (small pipe that connects catch basin to storage pipe)	One-half of the end area of a vent is blocked at any point with debris and sediment. Plugged vent can cause storage area to collapse.	Vents free of debris and sediment.
M			Debris and sediment	Accumulated sediment depth exceeds 15% of diameter. Example: 72-inch storage tank would require cleaning when sediment reaches depth of 10 inches	All sediment and debris removed from storage area. Contact the County for guidance on sediment removal and disposal.
A			Joints between tank/pipe section	Any crack allowing material to leak into facility.	All joints between tank/pipe sections are sealed.
A			Tank/pipe bent out of shape	Any part of tank/pipe is noticeably bent out of shape.	Tank/pipe repaired or replaced to design. Contact a professional engineer for evaluation.
M,S	Manhole		Cover not in place	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole is closed.
A			Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2-inch of thread (may not apply to self-locking lids).	Mechanism opens with proper tools.
A			Cover difficult to remove	One maintenance person cannot remove lid after applying 80 pounds of lift. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
A			Ladder rungs unsafe	Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks. Ladder must be fixed or secured immediately.	Ladder meets design standards and allows maintenance persons safe access.

If you are unsure whether a problem exists, please contact a Professional Engineer.

Comments:

Key:

A = Annual (March or April preferred)

M = Monthly (see schedule)

S = After major storms (use 1-inch in 24 hours as a guideline)

J - 19



200511230127

Skagit County Auditor

## ATTACHMENT "A" (CONTINUED)

### Maintenance Checklist for Control Structure/Flow Restrictor (Structure that controls rate at which water exits facility)

Frequency	Drainage Systems Feature	✓	Problem	Conditions To Check For	Conditions That Should Exist
M	Structure		Trash & debris (includes sediment)	Distance between debris buildup and bottom of orifice plate is less than 1-1/2 feet.	All trash and debris removed.
A			Structural damage	Structures are not securely attached to manhole wall and outlet pipe structure should support at least 1,000 pounds of up or down pressure.	Structure securely attached to wall and outlet pipe.
A				Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
A				Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.
M				Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.
M,S	Cleanout gate		Damaged or missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
A				Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
M,S				Chain leading to gate is missing or damaged.	Chain is in place and works as designed.
A				Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
M,S			Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
M,S	Overflow pipe		Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.

If you are unsure whether a problem exists, please contact a Professional Engineer.  
Comments:

**Key:**

A=Annual (March or April preferred)

M=Monthly (See schedule)

S=After major storms (use 1-inch in 24 hours as a guideline)



## ATTACHMENT "A" (CONTINUED)

### Maintenance Checklist for Catch Basins and Inlets

Frequency	Drainage System Feature	✓	Problem	Conditions To Check For	Conditions That Should Exist
M,S	General		Trash, debris, and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%	No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.
M				Sediment or debris (in the basin) that exceeds 1/3 the depth from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment or debris in the catch basin. Catch basin is dug out and clean.
M,S				Trash or debris in any inlet or pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
M			Structural damage to frame and/or top slab	Corner of frame extends more than 3/4 inch past curb face into the street (if applicable).	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (intent is to make sure all material is running into the basin).	Top slab is free of holes and cracks.
M				Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe. Contact a professional engineer for evaluation.
A			Settlement/misalignment	Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
M,S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, and gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.
M,S			Outlet pipe is clogged with vegetation	Vegetation or roots growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present

If you are unsure whether a problem exists, please contact a Professional Engineer.



200511230127

Skagit County Auditor

11/23/2005 Page

29 of

33

2:56PM

## ATTACHMENT "A" (CONTINUED)

### Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	General		Trash & debris buildup in pond	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Poisonous vegetation	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M,S			Fire hazard or pollution	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Vegetation not growing or is overgrown	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Rodent holes	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Insects	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
A	Storage area		Sediment buildup in system	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design. A sediment trapping area is installed to reduce sediment transport into infiltration area.
A			Storage area drains slowly (more than 48 hours) or overflows	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Additional volume is added through excavation to provide needed storage. Soil is aerated and rototilled to improve drainage. Contact the County for information on its requirements regarding excavation.
M			Sediment trapping area	Any sediment and debris filling area to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
One Time			Sediment trapping area not present	Stormwater enters infiltration area directly without treatment.	Add a trapping area by constructing a sump for settling of solids. Segregate settling area from rest of facility. Contact the County for guidance.
M	Rock filters		Sediment and debris	By visual inspection little or no water flows through filter during heavy rain storms.	Replace gravel in rock filter.

If you are unsure whether a problem exists, please contact a Professional Engineer.



## ATTACHMENT "A" (CONTINUED)

### Maintenance Checklist for Conveyance Systems (Pipes, Ditches, and Swales)

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	Pipes		Sediment & debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damaged (rusted, bent, or crushed)	Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%).	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
M,S	Open ditches		Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of nondegradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as prescribed by the County.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
A			Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movements of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
M			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
A			Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standard.
Varies	Catch basins			See Catch Basins Checklist.	See Catch Basins Checklist.
M,S	Swales		Trash & debris	See above for Ditches.	See above for Ditches.
M			Sediment buildup	See above for Ditches.	Vegetation may need to be replanted after cleaning.



Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M			Vegetation not growing or overgrown	Grass cover is sparse and seedy or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Maintain grass height at a minimum of 6 inches for best stormwater treatment. Remove woody growth, recontour, and reseed as necessary.
M,S			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
M			Conversion by homeowner to incompatible use	Swale has been filed in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact the County to report problem if not rectified voluntarily.
A			Swale does not drain	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1-5% range if possible. If grade is less than 1% underdrains may need to be installed.

If you are unsure whether a problem exists, please contact a Professional Engineer.

Comments:

Key:

A=Annual (March or April preferred)

M=Monthly (see schedule)

S=After major storms (use 1-inch in 24 hours as a guideline)



## ATTACHMENT "A" (CONTINUED)

### Maintenance Checklist for Access Roads/Easements

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
One Time	General		No access road exists	If ponds or other drainage system features needing maintenance by motorized equipment are present, either an access road or access from public streets is required.	Determine whether an easement to drainage feature exists. If yes, obtain the County permits and construct gravel (or equal) access road. If not, report lack of easement to the Municipaolity.
M			Blocked Roadway	Debris which could damage vehicle tires (glass or metal).	Roadway free of debris which could damage tires.
A				Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
A				Any obstructions restricting the access to less than 15 feet width.	Obstruction removed to allow at least a 15-foot-wide access.
A,S	Road Surface		Settlement, potholes, mush spots, ruts	When any surface irregularity exceeds 6 inches in depth and 6 square feet in area. In general, any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots, or ruts. Occasionally application of additional gravel or pitrun rock will be needed.
M			Vegetation in road surface	Woody growth that could block vehicular access. Excessive weed cover.	Remove woody growth at early stage to prevent vehicular blockage. Cut back weeds if they begin to encroach on road surface.
M,S	Shoulders and ditches		Erosion damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.

If you are unsure whether a problem exists, please contact a Professional Engineer.

Comments:

**Key:**

A=Annual (March or April preferred)

M=Monthly (see schedule)

S=After major storms (use 1-inch in 24 hours as a guideline)

