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Skagit County Auditor

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1 of

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DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
HABITAT VILLAGE SEDRO-WOOLLEY

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR HABITAT VILLAGE
SEDRO-WOOLLEY

GRANTOR:

SKAGIT HABITAT FOR HUMANITY

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

HABITAT VILLAGE SEDRO-WOOLLEY, PER
PLAT AT AF # P 39454 & P 39453 PAGES

→ AF# 200907090068

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

SKAGIT HABITAT FOR HUMANITY, a Washington Nonprofit Corporation 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"). Declarant has submitted the Property to the provisions of City of Sedro-Woolley Code, Chapter 16.08 (hereinafter referred to as the "Ordinance"), and has thus created from such Property a Subdivision known as "Habitat Village Sedro-Woolley".

1.2. Reference to Platting Documents.

The Declarant has recorded with the Auditor of Skagit County, Washington a certain subdivision plat map showing the location and dimensions of various lots and/or tracts and Common Areas within the Subdivision, together with other necessary information; this subdivision plat map is hereinafter referred to as the "Plat Map"; the Plat Map, as amended, is recorded at Auditor's File No. 200907090068.

1.3. Purpose.

This Declaration of Covenants, together with the Plat Map 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, Special and Limited 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.



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Skagit County Auditor

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Subdivision 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 all portions of the Subdivision other than the Lots. Such areas may be denoted as "Tracts" on the Platting Documents and include areas of land, along with specific facilities and improvements. To the extent that some Common Areas may be depicted within the boundaries of any Lot within this Community, such Common Areas consist of easements burdening such Lot for the benefit of the Association or other Owners and Occupants of the Community. 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 the aggregate of all the Property within the Subdivision, 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 Subdivision; 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 or County in which the Community is located. 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 Plat Map, 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 Subdivision designated for separate ownership, the boundaries of which are depicted on the Plat Map.

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. "Occupant" means a person lawfully occupying any Lot; the term includes Lot Owners, family members and tenants of Lot Owners.

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

2.21. "Property" or "the Property" means all the real property described as being contained within the Plat Map and, where appropriate, includes all real property which may be from time to time either added to the Subdivision by the Declarant or acquired by the Association pursuant to Section 8.3.3 hereof.

2.22. "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.

2.23. "Special Declarant Rights" means rights reserved for the benefit of the Declarant to: (a) Complete improvements indicated on the Plat Map; (b) maintain sales offices, management offices, signs advertising the Subdivision, and models; (c) use easements through the Common Areas for the purpose of making improvements within the Subdivision; (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.

2.24. "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 GENERAL THEME

3.1. Development Plan.



The Community will be developed in accordance with the conditions of approval imposed by The City of Sedro-Woolley for this project in City File No. LP-8-08. The Association has perpetual responsibility for maintenance of all the Common Areas of this Community for the common benefit of the Lot Owners.

3.2. General Theme - Amenities.

This Community is located in the City of City of Sedro-Woolley, off Polte Road near Township Street. The Community is designed to include the following common facilities: a private driveway and a private stormwater management system that is designed to drain both the private driveway and an existing drainage way that flows through the southeast portion of the Community. The Community consists of four (4) conventionally-sized residential Lots along with a larger Lot containing the Central Methodist Church and its associated areas and facilities. These Covenants primarily address the residential portions of the Community. Where restrictions on Lots are expressed in these Covenants, the restrictions apply only to Lots 1 through 4, unless the context clearly requires a different construction. Lot 5 is not a member of the Association. Thus, Lot 5 is largely unaffected by these Covenants. The Common Areas of the Community consist of a private driveway, a private stormwater system serving only Lots 1 through 4, and common fencing and landscaping depicted on the Plat Map.

ARTICLE IV

LOTS

4.1. Number and Location.

The Subdivision contains five (5) Lots which are depicted on the Plat Map. The location of those Lots and their dimensions are shown on the Plat Map. Addresses for the Lots are shown on the Plat Map.

4.2. Upkeep of Residential Lots.

4.2.1. Upkeep by the Association.

The Association shall be responsible for all front yard landscaping maintenance, along with maintenance of any Common Area facilities located within the boundaries of the Lots, such as common perimeter fencing, along with portions of the driveway and stormwater system.

4.2.2. Upkeep by Lot Owners.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot, the Dwelling thereon and any other improvements in good order, condition and repair and shall do all decorating 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. Each Lot Owner is responsible for maintaining, repairing and replacing the roof gutters and downspouts on the Dwelling within the Lot, and for maintaining in a tidy and sanitary condition all landscape vegetation and materials within the Lot that are not maintained by the Association.

4.3. 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 Subdivision consist of a series of facilities existing within easement areas depicted on the Plat Map. Such facilities include a private driveway, a private stormwater drainage system, all perimeter fencing located along the western and southwestern boundaries of the Subdivision, and buffering vegetation and/or fencing along portions of the common boundary between Lots and Lot 5. The private driveway is depicted on the Plat Map in the form of easements across all the Lots in the Subdivision. The private Stormwater Drainage System serving Lots 1 - 4 consists of ditches, catchment basins, underground lines and a vault which exist in locations within easement areas on individual Lots in the Community depicted on the Plat Map; easement rights associated with such easements are described with some particularity in Section 16.2.2 hereof. Maintenance requirements for the Stormwater System appear in Section 6.1.2 hereof.

5.2. Status of Common Areas - Appurtenance to Lots.

The Declarant declares that each Lot in the Subdivision has allocated to it an equal undivided interest in the Common Areas of the Community, which interest shall be conclusively presumed to be a perpetual appurtenance to such Lot, and which is known as the Lot's Allocated Interest in the Common Areas. This Allocated Interest shall be deemed included with each Lot in any conveyance of such Lot, irrespective of whether so stated in the conveyance deed. No Allocated Interest in the Common Areas may be severed from, mortgaged or conveyed separately from the Lot. Any purported severance, mortgaging or conveyance shall be void. Each Lot Owner shall thus be a tenant in common with all other Lot Owners with respect to the Common Areas, and no separate deed from the Declarant conveying Common Elements to the Lot Owners or to the Association will be required.

5.3. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, shall be perpetually responsible for Upkeep of all the Common Areas.

5.4. Uses of Common Areas - No Interference.



The Common Areas shall be used for their normal intended purposes. No Owner or Occupant shall make any personal or proprietary use of any of the Common Areas, nor shall any person obstruct any of the Common Areas nor 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. The Board may promulgate rules and regulations to further govern the uses of Common Areas.

5.5. 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

SPECIAL MAINTENANCE REQUIREMENTS - SCHEDULE OF REGULAR MAINTENANCE

6.1. Upkeep of Roadway and Associated Drainage Facilities.

6.1.1. General Provisions.

The private driveway and its associated drainage facilities are designed to provide means of ingress and egress and stormwater drainage capacity for the Community. No uses of any such areas may be made which interfere with the proper functioning of such facilities. The Association shall perpetually maintain all such areas in good and sightly condition for their intended purposes, continuously providing all maintenance, repair and replacement thereof, along with street sweeping, snow removal and landscape maintenance. The Board may, in its discretion, install and provide Upkeep to speed bumps on the road surface and/or post speed limit signage adjacent thereto. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.

6.1.2. Upkeep of Stormwater Drainage Facilities.

Upkeep to the Oil-Water Separator shall be performed as required in the the Manual for the Concrete Vault Oil-Water Separator prepared by Facet International, and all other components shall be maintained in accordance with any relevant DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as the same may be updated from time. In particular, maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, basins and vaults, and replacement of filters and other components of common drainage facilities as needed. The Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities. City of Sedro-Woolley has reserved the right but not the obligation to perform work that is necessary to maintain the drainage system but that has not been performed by the Association, and to recover any and all costs so incurred by the City from the Owners of Lots 1-4.

6.2. Schedule of Regular Maintenance.



The Board shall develop a schedule of routine maintenance for all components of the Common Elements 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 Elements 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.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be "Habitat Village Sedro-Woolley 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 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 have, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act, along with such additional powers as may be prescribed in the Articles of Incorporation or any Bylaws of the Association. The Association has the general responsibility to maintain, repair, replace, manage and insure the Common Areas of the Community, to enforce the Covenants contained herein, and to perform such other and further functions as may be provided in the Governing Documents.

7.3. Membership an Appurtenance.

Only the Owners of Lots 1 through 4 shall be members of the Association, and such membership shall be an inseparable appurtenance to such Owner's Lot. The Owner of Lot 5 shall not be a member of the Association.

7.4. Membership and Voting Rights.

Membership and voting rights are specified in the Articles of Incorporation and Bylaws of the Association

7.5. 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 shall be adopted by Board of Directors of the Association.

7.6. Perpetual Existence - Rights of City of Sedro-Woolley.

The Association shall have perpetual existence; it may not be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned absent the advance written approval of the City, following a public hearing before the Planning Commission. Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Association shall become a partnership under which the Lot Owners shall be jointly and severally liable for all obligations imposed upon the Association under these Covenants.

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 time known as the "Declarant Control Period". Limitations on the Declarant Control Period are specified in Section 16.6 hereof..

8.2. Professional Management.

Provisions for professional management of the Association appear in the Bylaws.

8.3. Authority of the Board.

8.3.1. General Authority.

The Board, for the benefit of the Community, 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 which are not expressly subject to the approval of the Owners. The Board has the statutory power to adopt Rules and Regulations to facilitate the proper governance of the Community.

8.3.2. 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.

8.3.3. 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.

8.3.4. 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.

8.3.5. Board as Attorney in Fact.

Each Residential Lot 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.

8.4. Perpetual Existence - Rights of City of Sedro-Woolley.

The Association shall have perpetual existence; it may not be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned absent the advance written approval of the City, following a public hearing before the Planning Commission. Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Association shall become a partnership under which the Residential Lot Owners shall be jointly and severally liable for all obligations imposed upon the Association under these Covenants.

ARTICLE IX.

PERMITTED USES

9.1. Permitted Uses.

9.1.1. Residential Use.

The residential Lots in this Subdivision shall be used for residential purposes and for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Dwelling may also be used for a professional office or other form of home business office, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and provided that no such use will involve excessive levels of customer traffic or bulk shipping or receiving. As a condition for such office use, the Board may require the Lot Owner to provide proof of adequate personal/business liability insurance coverage.

9.1.2. 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 Subdivision and to prevent the spread of noxious weeds.

9.1.3. 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.

9.1.4. Offensive or Illegal Activity.

No noxious, offensive, excessively noisy 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.

9.1.5. Lighting.

Exterior lighting should be generally unobtrusive and shielded from direct view, so that it does not shine into windows of other Dwellings.

9.1.6. Privacy Fencing.

Common perimeter fencing exists in locations depicted on the Plat Map. Other privacy fencing may be installed and perpetually maintained by a Lot Owner, provided that any such fencing be of good quality, that it be maintained in a safe and sightly condition, and that no portions of any fence shall extend forward of the front building line of the Dwelling on the Lot. No cyclone fencing may be installed; unless otherwise approved by the Board of Directors, the composition and color of any such fencing shall match the common fencing. The Board may adopt further rules relating to fencing.

9.1.7. Vehicle Use and Parking Restrictions.

Vehicles shall be operated in a safe and sensible manner within the Community. The Board may adopt rules and regulations governing other aspects of vehicle use within the Common Areas of the project, including restrictions on vehicle speed. No vehicle parking is permitted on the private driveway. Parking areas on Lot 5 exist for the exclusive use of the Church and its parishioners; no parking by Residential Lot Owners or their visitors shall be permitted on Lot 5.

9.1.8. Underground Utilities.

All utilities are required to be located underground.

9.1.9. Uses by Declarant.

The Declarant has reserved Special Declarant Rights in Section 16.6 hereof, which permit the Declarant to make certain uses of the Common Areas of this Community.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES



10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots - Association Assesses Developed Lots.

The Association shall assess only Lots 1 - 4 in the Subdivision. Except as provided in Section 10.1.4 hereof, 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 each fiscal year shall be assessed equally against the Residential Lots containing completed Dwellings, in the manner prescribed in Section 10.2 hereof. All expenses associated with Lots containing uncompleted Dwellings shall be borne by the Declarant or the Owner(s) of such Lot(s), as appropriate. Lot 5 is not directly subject to assessment; see Section 10.1.4(b) below. Assessments against the Residential Lots shall commence when directed by the Declarant.

10.1.2. Timing of Payments.

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

10.1.3. Special Assessments.

The Board of Directors may levy a Special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time, but by statute, the Budget Ratification process described in Section 10.2 must be undertaken by the Board with respect to any such Assessment.

10.1.4. Limited Common Assessments.

(a) To the extent that any Common Expense is caused by the negligence or misconduct of any Lot Owner, including damage to the private driveway in excess of ordinary wear and tear, the Association may, subject to the provisions of the Bylaws, levy a Limited Common Assessment for that expense against the Owner's Lot. In addition and without limitation, the liability of a Lot Owner to pay for expenses associated with any Upkeep provided by the Association to such Lot, any other costs, fees, charges, insurance deductibles or fines imposed or incurred by the Association associated with the Lot under this Declaration of Covenants, along with any costs and/or attorney's fees recoverable under the Governing Documents, and interest on any delinquent account shall be deemed a Limited Common Assessment which, unless otherwise directed by the Board, shall be due and payable within thirty (30) days following their imposition.

(b) The Residential Lots shall be assessed for the costs of Upkeep to the common driveway in those proportions specified in Exhibit "A" attached hereto. Lot 5 shall contribute to the costs of Upkeep to the common driveway under the terms of the Joint Maintenance Agreement described in Section 16.1.3 hereof, and otherwise has no financial obligations to the Association.

(c) Upon a resolution approved by at least a majority of the votes in the Association available to Lots 1 - 4, any portions of the Common Expenses which vary among Lots 1 - 4 based upon



divergent usage of services or facilities, or other factors which justify differential assessment rates, may be assessed differentially among those Lots.

10.1.5. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot to which the same are 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 Lot Owner may exempt himself or herself from liability with respect to the Common Expenses by 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 a Lot 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) an 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 Lot Owner.

10.2. Budget for Common Expenses.

Within thirty (30) days following the Annual meeting of the Association, or at such other time as may be deemed necessary or desirable by the Association's accountant, the Board shall prepare an Annual Budget which shall estimate the Common Expenses, described generally in the Covenants, to be paid during such year. The Budget shall also contain provisions for creating, funding and maintaining reasonable reserves for capital improvements, replacements, major repairs and the amount(s) of any deductible from insurance policies obtained by the Association, and shall further take into account any expected income and any surplus available from the prior year's operating fund. Income to support the expense items in the Budget shall be derived from assessments against the Lots in the Community, but may also include other sources of revenue which may be available to the Association from time to time.

10.3. Meeting of Association to Ratify Budget.

Within thirty days after adoption of any proposed budget for the Association, the Board of Directors shall provide a summary of the budget to all the Residential Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Pursuant to RCW 64.38.025(3), this procedure shall be deemed to govern both general assessments and special assessments; this Section of these Bylaws may not be amended without the advice of counsel, since its terms are controlled by law.

10.4. 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.

10.5. Lien for Assessments.

The Association shall have a lien on each Residential 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.

10.6. 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 Subdivision is located.

10.7. 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.

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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.

10.12. 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.

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. At minimum, liability insurance covering the Common Areas should be obtained, if such coverage is not reasonably available through policies of insurance protecting the individual Lots in the Community.

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 Subdivision 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. Liability for Conduct Causing Common Expense.

Each Owner shall be liable for the cost of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or the act, neglect or carelessness of any member of his or her family or his or her employees, agents, tenants or licensees, but only to the extent that such cost is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. To the extent that any Common Expense is caused by the misconduct of any Owner, the Association may specially assess that expense against the Owner's Lot, PROVIDED that no such Limited Common Assessment may be levied unless the allegedly offending Owner has been provided with notice of and an opportunity to be heard at a hearing to be conducted by the Board of Directors.

13.5. 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.

13.6. 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.

13.7. Occupants Subject to Rights and Responsibilities of Owners.

Any tenant or other Occupant of an Owner shall be deemed to be bound by all portions of the Governing Documents that are binding upon the Owner, with the exception of the obligation to pay the dues, assessments and other charges owing by the Owner to the Association. All rights, remedies and procedures available to the Association when dealing with Owners under the Governing Documents shall be available to the Association when dealing with any tenant of an Owner. In addition, the Association shall have the right (but not the obligation) to terminate the lease of a tenant who, following a proceeding under Section 7.10 of the Bylaws, has been found to have violated the Governing Documents; the Association shall be deemed a "real party in interest" in any legal proceeding brought to enforce this right.

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 subjacent support.

16.1.2. Specific Easement Shown on Plat Map.

Easements shown on the Plat Map are hereby confirmed. Any easement shown on the Plat Map which benefits one or more Lots in the Subdivision, 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 Plat Map. See Section 16.1.3 below for special provisions regarding apportioning costs associated with maintaining the easement for the common driveway.

16.1.3. Joint Maintenance Agreement for Common Driveway.

The Owner of Lot 5 has entered into a Joint Maintenance Agreement with the Association under which the costs and burdens of maintaining the common driveway are to be apportioned between the Association and the Owner of Lot 5. That Agreement is recorded with the Auditor for Skagit County, at Auditor's File No. 200907090070.

16.2. Easement for Association Functions.

16.2.1. In General.

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.

16.2.2. Easement to Maintain Stormwater System Components and Other Common Areas.

There is specifically granted and reserved to the Association, or its duly authorized agents and representatives, the easement rights to perpetually provide Upkeep to all common fencing and any components of the driveway or Stormwater System located within any Lot in the Community.

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 Plat Map for further details.

16.4. Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the private driveway 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.

16.6.1. General Reservation.

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 Plat Map filed with the Declaration of Covenants; to exercise any Development Right reserved by the Declarant in this 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 control the Association during the Declarant Control Period described in Section 16.6.2 below. The Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for all such purposes.

16.6.2. Declarant Control Period.

The Declarant has reserved the right to designate a majority of the members of the Board of Directors of the Association, and to appoint or remove any Officer of the Association or any member of its Board of Directors or of any Committee, or to veto or disapprove a proposed action of the Association, its Board of Directors or any Committee, for a period of time not to exceed three (3) years, subject to the following limitations: The Declarant Control Period shall terminate sixty days after conveyance of ninety percent of the Lots which may be created in the Community to Owners other than the Declarant. 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.

16.6.3. Legal Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.



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 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 67% 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 67% 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 Subdivision 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 Subdivision or until the expiration of the time limit for the exercise of any Development Rights or 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.



18.3. No Right of First Refusal.

18.4. Effective Date.

DATED this 21st day of July, 2009

By

By

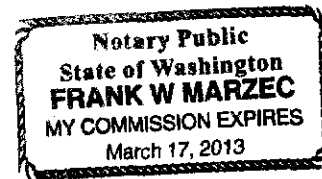
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that JOHN MILNOR 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 President of the Declarant, SKAGIT HABITAT FOR HUMANITY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9 July, 2009.

Frank Marzec
NOTARY PUBLIC for the State of
Washington. My Commission
expires _____

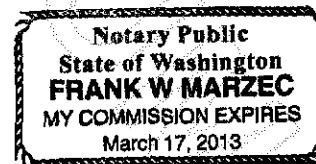


STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that WAYNE WEGNER 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 Executive Director of the Declarant, SKAGIT HABITAT FOR HUMANITY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9 July, 2009.

Frank Marzec
NOTARY PUBLIC for the State of
Washington. My Commission
expires _____



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Skagit County Auditor

EXHIBIT "A"
Assessment Percentages for Upkeep to Road & Stormwater System

Assessment Percentages for Road:

Lot 1: 14.2855%
Lot 2: 28.5715%
Lot 3: 28.5715%
Lot 4: 28.5715%
100.00 %

Assessment Percentages for All Other Common Areas and Facilities:

Lot 1: 25%
Lot 2: 25%
Lot 3: 25%
Lot 4: 25%
100 %



TABLE OF CONTENTS

ARTICLE I – IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE	1
1.1. Identification of Declarant and Property.	1
1.2. Reference to Platting Documents.	1
1.3. Purpose.	1
ARTICLE II – DEFINITIONS	1
ARTICLE III – DESCRIPTION OF DEVELOPMENT PLAN AND GENERAL THEME	3
3.1. Development Plan	3
3.2. General Theme - Amenities	4
ARTICLE IV – LOTS	4
4.1. Number and Location.	4
4.2. Upkeep of Residential Lots.	4
4.2.1. Upkeep by the Association.	4
4.2.2. Upkeep by Lot Owners.	4
ARTICLE V – COMMON AREAS	5
5.1. Common Areas	5
5.2. Status of Common Areas - Appurtenance to Lots.	5
5.3. Maintenance, Repair and Replacement.	5
5.4. Uses of Common Areas - No Interference.	5
5.5. Right of Access.	6
ARTICLE VI – SPECIAL MAINTENANCE REQUIREMENTS - SCHEDULE OF REGULAR MAINTENANCE	6
6.1. Upkeep of Roadway and Associated Drainage Facilities.	6
6.1.1. General Provisions.	6
6.1.2. Upkeep of Stormwater Drainage Facilities.	6
6.2. Schedule of Regular Maintenance	6
ARTICLE VII – OWNERS ASSOCIATION	7
7.1. Name and Form of Association	7
7.2. Powers of Association.	7
7.3. Membership and Appurtenance	7
7.4. Membership and Voting Rights	7
7.5. Bylaws of Association	7
7.6. Perpetual Existence - Rights of City of Sedro-Woolley	8
ARTICLE VIII – MANAGEMENT OF ASSOCIATION	8
8.1. Management by Declarant	8
8.2. Professional Management	8
8.3. Authority of the Board	8
8.3.1. General Authority.	8
8.3.2. Incurring and Payment of Common Expenses	8
8.3.3. Acquisition of Property.	8
8.3.4. No Business Authority	9
8.3.5. Board as Attorney in Fact.	9
8.4. Perpetual Existence - Rights of City of Sedro-Woolley	9
ARTICLE IX – PERMITTED USES	9
9.1. Permitted Uses.	9
9.1.1. Residential Use	9



200907090069

Skagit County Auditor

9.1.2.	Trees and Vegetation	9
9.1.3.	Surface Water Run-Off	10
9.1.4.	Offensive or Illegal Activity	10
9.1.5.	Lighting	10
9.1.6.	Privacy Fencing	10
9.1.7.	Vehicle Use and Parking Restrictions	10
9.1.8.	Underground Utilities	10
9.1.9.	Uses by Declarant	10
ARTICLE X – ASSESSMENTS AND LIENS FOR COMMON EXPENSES		10
10.1.	Assessments for Common Expenses	11
10.1.1.	Liability of Lots - Association Assesses Developed Lots	11
10.1.2.	Timing of Payments.	11
10.1.3.	Special Assessments.	11
10.1.4.	Limited Common Assessments	11
10.1.5.	Owners Personally Liable for Common Expenses	12
10.2.	Budget for Common Expenses	12
10.3.	Meeting of Association to Ratify Budget.	12
10.4.	Liability Following Conveyance of Lot	12
10.5.	Lien for Assessments.	13
10.6.	Perfection of Lien.	13
10.7.	Priority of Lien.	13
10.8.	Enforcement of Lien.	13
10.9.	Limitation of Lien Enforcement.	13
10.10.	Rent Subject to Lien for Assessments	13
10.11.	Remedies Cumulative	14
10.12.	Statement of Unpaid Assessments	14
ARTICLE XI – INSURANCE MATTERS		14
11.1.	Authority, Name of Insured	14
11.2.	Deductible	14
ARTICLE XII – CONDEMNATION		14
ARTICLE XIII – COMPLIANCE WITH LAW AND COVENANTS		15
13.1.	Compliance by Owners and Occupants	15
13.2.	Enforcement by Association.	15
13.3.	Legal Proceedings.	15
13.4.	Liability for Conduct Causing Common Expense.	15
13.5.	No Waiver of Rights.	15
13.6.	Remedies Cumulative.	15
13.7.	Occupants Subject to Rights and Responsibilities of Owners.	16
ARTICLE XIV – LIMITATION OF LIABILITY		16
14.1.	No Liability for Equipment Failure, Etc.	16
14.2.	No Bailment.	16
ARTICLE XV – MORTGAGEE PROTECTION		16
ARTICLE XVI – EASEMENTS AND SPECIAL DECLARANT RIGHTS		17
16.1.	Easements for Lots and Lot Owners	17
16.1.1.	In General	17
16.1.2.	Specific Easement Shown on Plat Map	17

(ii)



200907090069

Skagit County Auditor

16.1.3.	Joint Maintenance Agreement for Common Driveway	17
16.2.	Easement for Association Functions	17
16.2.1.	In General	17
16.2.2.	Easement to Maintain Stormwater System Components and Other Common Areas ...	17
16.3.	Easement for Utilities	17
16.4.	Easement for Emergency Access	18
16.5.	Easements for Declarant	18
16.6.	Special Declarant Rights	18
16.6.1.	General Reservation	18
16.6.2.	Declarant Control Period	18
16.6.3.	Legal Status of Special Declarant Rights	18
ARTICLE XVII	– AMENDMENT OF DECLARATION OF COVENANTS	19
17.1.	Procedure for Amendment of Declaration of Covenants	19
17.2.	Recordation Required	19
17.3.	Amendments by Declarant	19
ARTICLE XVIII	– MISCELLANEOUS	19
18.1.	Notices for All Purposes, Delivery	19
18.2.	Severability	19
18.3.	No Right of First Refusal	20
18.4.	Effective Date	20



STORMWATER SYSTEM MAINTENANCE PLAN FOR HABITAT VILLAGE

The stormwater drainage system designed and constructed for Habitat Village is located within the common easement areas, as well as on each individual lot.

Maintenance of the drainage system is of primary importance in order to ensure that the infiltration trench, individual drywells, culverts and catch basins function as originally designed. The maintenance of the system is an obligation of the Habitat Village Homeowner's Association, which may assign the responsibility and duties to the Association's Maintenance Committee. In the event this Committee is unable or unwilling to perform its duties concerning the maintenance of the system, the Association's President shall be responsible for fulfilling this obligation.

The system shall be maintained in conformity with applicable sections of Sedro-Woolley Municipal Code and the Washington State Department of Ecology's (WDOE) Stormwater Management Manual for the Puget Sound Basin, 2005. A copy of the WDOE's specific maintenance requirements for catch basins and control structures (Table III-3.5), with design information for the proposed onsite drywells, are attached. In case of conflict, the more stringent process should be followed.

The Maintenance Committee shall:

1. Keep and maintain a copy of the Habitat Village drainage plan drawings and of the Maintenance Plan approved by the City of Sedro-Woolley, and use them for reference and guidance in fulfilling all maintenance obligations.
2. Inspect the monitoring wells within the drywells, as well as the stormwater conveyance system (, grates, catch basins, culverts, asphalt curbing, and access roads) at least twice a year; make repairs whenever necessary. One inspection shall occur during the month of October and the other during the month of April – the beginning and end of the rainy season.
3. After each major storm event, the chairman of the Maintenance Committee or their designee shall visually inspect the stormwater conveyance system to check for debris or accumulation of silt that could impede the flow of stormwater into or out of the gravel trench bed or the conveyance system. Corrective action shall be promptly taken as dictated by the circumstances.
4. Use the attached checklist (or similar document) to record inspections. This written log is to be kept of operation, inspection, and repair as well as any chemical applications, including the action taken (inspection, repair, application, etc.), date performed and by whom.

There are three components to the Habitat Village drainage system:



200907090069

Skagit County Auditor

GRAVEL TRENCH BED - INFILTRATION FACILITIES

The gravel trench bed is located under the paved access road. It is designed to collect water from this development and impervious surfaces (roofs and driveways) within the development via culverts and catch basins. The water is infiltrated into the existing sandy soils.

Maintenance of the infiltration trench is extremely limited due to its underground location.

STORMWATER STRUCTURES AND CATCH BASINS

Habitat Village Facilities: There are FIVE catch basins, ONE Coalescing Plate Oil Water Separator (OWS), and one Stormwater cleanout with the subdivision. The Homeowner's Association has responsibility for all of the referenced facilities. The sump area inside the catch basins provides an area for sediment in the stormwater to settle out of the runoff. This helps to keep the drainage system working and keeps pollutants and silts out of the infiltration system. The OWS removes oils from the stormwater runoff to prevent contamination of the existing soils. The cleanout is simply a connection point that will need to be maintained.

Private Facilities:

Upon completion of the four lots, there will be TWO catch basins per lot, connected to the drywell facilities. The Homeowner's Association and the property owner have responsibility for referenced facilities. The sump area inside the catch basins provides an area for sediment in the stormwater to settle out of the runoff. This helps to keep the drainage system working and keeps pollutants and silts out of the infiltration system. The drywells will each be provided a monitoring well, that shall be uncapped and inspected for sediments and silts.

The Maintenance Committee shall:

April and October:

1. Remove all sediment and debris from catch basins and verify cleanout does not have any sediment or blockage.
2. Remove all debris on or near the catch basin grate that could impede water flow.
3. Review the attached WDOE Maintenance Requirements for Catch Basins to see if other work needs to be done.
4. Inspect each monitoring well looking for sediments among the washed rock. Sediments tend to rise to the surface, so if present, should be obvious. If a heavy sediment load is discovered, that particular drywell shall be closely monitored for failure. If failure occurs (area always wet, possible moisture/wetness under home), the well shall be excavated, the silty material removed, and a new drywell installed. A Civil Engineer shall be present during excavation and reinstallation.

Yearly:

5. Pump, clean and flush OWS yearly. The coalescing plates shall be removed from the vault, and cleaned professionally, to prevent the oily washwater from entering the stormwater system. See attached manufacturer's specifications for further details on the OWS.



200907090069
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CONVEYANCE SYSTEMS

The stormwater conveyance system for Nookachamp Hills PUD uses pipes, and a thickened asphalt edge to convey runoff. These systems convey the stormwater to the gravel trench bed. The conveyance system is designed to carry runoff without overflowing for up to the 100-year storm event. Proper maintenance of the system is required to help avoid flooding damage to property.

The Common Areas Committee shall:

April, July and October:

1. Inspect the pipe systems and clean out when sediment is observed.

Annually before the asphalt plant closes (usually September)

1. Check to see that all thickened asphalt edges and berms that direct water into the conveyance system are intact, and repair accordingly.

April and October:

1. Review the attached WDOE Maintenance Requirements for Conveyance systems to see if other work needs to be done.



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INSPECTION REPORT

Inspector's Name: _____

Inspection Date: _____

ITEM INSPECTED	CHECKED YES/NO	MAINTENANCE REQ'D/NOT REQ'D	OBSERVATIONS AND REMARKS
STRUTURES			
1. Trash and debris blocking catch basin grate. Remove trash and debris.			
2. Sediment, trash and debris in catch basin sump. Remove any trash and debris, and clean out any sediment if accumulated to within 1-1/2 feet of the pipe discharge point (6" deep).			
3. Damage or cracks to frame or top slab. Repair or replace.			
4. Damage or cracks to basin walls or bottom. Repair or replace.			
5. Oil Water Separator. Remove debris/sediment, pump, clean and flush.			
CONVEYANCE SYSTEMS			
1. Trash and debris. Remove trash and debris from ditches, swales and overflow channels.			
2. Silt/sediment accumulation in pipes. Whenever accumulation exceeds 20% of the diameter of the pipe, clean out sediment in the pipe.			
3. Damaged pipes. Any dent that decreases cross section area of pipe > 20%, or any rust causing >50% deterioration to any pipe, must be repaired or replaced.			
4. Monitoring Wells. Inspect for sediment/silt buildup.			
6. Asphalt edges and berms. Repair if necessary.			
OTHER			
1. Complaints from local residents. Describe.			



200907090069
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7/9/2009 Page

30 of

61 11:47AM

1. Inspector's remarks:

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Acceptable ☐

Unacceptable ☐

Inspector's Signature: _____



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Maintenance. Control structures and catch basins have a history of *maintenance-related problems* and it is imperative that a good maintenance program be established for their proper functioning. A typical problem is that sediment builds up inside the structure which blocks or restricts flow to the inlet. To prevent this problem these structures should be routinely cleaned out at least twice per year. Regular inspections of control structures should be conducted to detect the need for non-routine cleanout, especially if construction or land-disturbing activities are occurring in the contributing drainage area.

A 15-foot wide access road to the control structure should be installed for inspection and maintenance.

Table 3.5 provides maintenance recommendations for control structures and catch basins.

Table 3.5 Maintenance of Control Structures and Catchbasins			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall.	Structure securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes--other than designed holes--in the structure.	Structure has no holes other than designed holes.
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
		Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
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.



Table 3.5
Maintenance of Control Structures and Catchbasins

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Manhole	See Table 3.4	See Table 3.4	See Table 3.4
CATCH BASINS			
General	Trash & Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.	No Trash or debris located immediately in front of catch basin or on grate opening.
		Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
		Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe. Measured from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment in the catch basin.
	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch. (Intent is to make sure no material is running into basin).	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. Frame not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
	Fractures or Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
		Grout fillet has separated or cracked 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.	Pipe is regouted and secure at basin wall.
	Settlement/Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.
	Vegetation	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.
		Vegetation 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.



Table 3.5 Maintenance of Control Structures and Catchbasins			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Contamination and Pollution	See "Detention Ponds"	No pollution present.
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed
	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.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (If Applicable)	Grate opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

Methods of Analysis

This section presents the methods and equations for design of control structure restrictor devices. Included are details for the design of orifices, rectangular sharp-crested weirs, v-notch weirs, sutro weirs, and overflow risers.

Orifices. Flow-through orifice plates in the standard tee section or turn-down elbow may be approximated by the general equation:

$$Q = C A \sqrt{2gh} \quad (\text{equation 4})$$

where

- Q = flow (cfs)
- C = coefficient of discharge (0.62 for plate orifice)
- A = area of orifice (ft²)
- h = hydraulic head (ft)
- g = gravity (32.2 ft/sec²)

Figure 3.20 illustrates this simplified application of the orifice equation.



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3.1.1 Downspout Infiltration Systems

Downspout infiltration systems are trench or drywell designs intended only for use in infiltrating runoff from roof downspout drains. They are not designed to directly infiltrate runoff from pollutant-generating impervious surfaces.

Application

The following apply to parcels as described in Volume I:

1. Single family subdivision projects subject to Minimum Requirement #7 for flow control (Volume I) must provide for individual downspout infiltration systems on all lots smaller than 22,000 square feet if feasible. Local governments may specify a different lot size that is more appropriate - based on local soil and slope conditions and rainfall. Concentrated flows may not be directed to adjoining lots. They must be dispersed and retained on the building lot to the maximum extent possible.
2. The feasibility or applicability of downspout infiltration must be evaluated for all subdivision single-family lots smaller than 22,000 square feet. The evaluation procedure detailed below must be used to determine if downspout infiltration is feasible or whether downspout dispersion can be used in lieu of infiltration.
3. For subdivision single-family lots greater than or equal to 22,000 square feet, downspout infiltration is optional, and the evaluation procedure detailed below may be used if downspout infiltration is being proposed voluntarily.
4. If site-specific tests indicate less than 3 feet of permeable soil from the proposed final grade to the seasonal high groundwater table, then a downspout dispersion system per Section 3.1.2 may be used in lieu of infiltration.
5. On lots or sites with more than 3 feet of permeable soil from the proposed final grade to the seasonal high groundwater table, downspout infiltration is considered feasible if the soils are outwash type soils and the infiltration trench can be designed to meet the minimum design criteria specified below.

Note: If downspout infiltration is not provided on these lots, then a downspout dispersion system must be provided per Section 3.1.2.

Flow Credit for Roof Downspout Infiltration

If roof runoff is infiltrated according to the requirements of this section, the roof area may be discounted from the project area used for sizing stormwater facilities. This is done by clicking on the "Credit" button in WWHM and entering the percent of roof area that is being infiltrated.



**Procedure for
Evaluating
Feasibility**

1. A soils report must be prepared by a professional soil scientist certified by the Soil Science Society of America (or an equivalent national program), a locally licensed onsite sewage designer, or by other suitably trained persons working under the supervision of a professional engineer, geologist, hydrogeologist, or engineering geologist registered in the State of Washington to determine if soils suitable for infiltration are present on the site. The report must reference a sufficient number of soils logs to establish the type and limits of soils on the project site. The report should at a minimum identify the limits of any *outwash type soils* (i.e., those meeting USDA soil texture classes ranging from coarse sand and cobbles to medium sand) versus other soil types and include an inventory of topsoil depth.
2. On lots or sites with no outwash type soils, a downspout dispersion system per Section 3.1.2 may be used in lieu of infiltration.
3. On lots or sites containing outwash type soils (coarse sand and cobbles to medium sand), additional site-specific testing must be done. Individual lot or site tests must consist of at least one soils log at the location of the infiltration system, a minimum of 4 feet in depth (from proposed grade), identifying the SCS series of the soil and the USDA textural class of the soil horizon through the depth of the log, and noting any evidence of high groundwater level, such as mottling.

Note: This testing must also be carried out on lots or sites where downspout infiltration is being proposed in soils other than outwash.

4. If site-specific tests indicate less than 3 feet of permeable soil from the proposed final grade to the seasonal high groundwater table, then a downspout dispersion system per Section 3.1.2 may be used in lieu of infiltration.
5. On lots or sites with more than 3 feet of permeable soil from the proposed final grade to the seasonal high groundwater table, downspout infiltration is considered feasible if the soils are outwash type soils and the infiltration trench can be designed to meet the minimum design criteria specified below.

**Design Criteria
for Infiltration
Trenches**

Figure 3.2 shows a typical downspout infiltration trench system, and Figure 3.3 presents an alternative infiltration trench system for sites with coarse sand and cobble soils. These systems are designed as specified below.

General

1. The following minimum lengths (linear feet) per 1,000 square feet of roof area based on soil type may be used for sizing downspout infiltration trenches.

Coarse sands and cobbles	20 LF
Medium sand	30 LF



Fine sand, loamy sand	75 LF
Sandy loam	125 LF
Loam	190 LF

2. Maximum length of trench must not exceed 100 feet from the inlet sump.
3. Minimum spacing between trench centerlines must be 6 feet.
4. Filter fabric must be placed over the drain rock as shown on Figure 3.2 prior to backfilling.
5. Infiltration trenches may be placed in fill material if the fill is placed and compacted under the direct supervision of a geotechnical engineer or professional civil engineer with geotechnical expertise, and if the measured infiltration rate is at least 8 inches per hour. Trench length in fill must be 60 linear feet per 1,000 square feet of roof area. Infiltration rates can be tested using the methods described in Section 3.3.
6. Infiltration trenches should not be built on slopes steeper than 25 percent (4:1). A geotechnical analysis and report may be required on slopes over 15 percent or if located within 200 feet of the top of steep slope or landslide hazard area.
7. Trenches may be located under pavement if a small yard drain or catch basin with grate cover is placed at the end of the trench pipe such that overflow would occur out of the catch basin at an elevation at least one foot below that of the pavement, and in a location which can accommodate the overflow without creating a significant adverse impact to downhill properties or drainage systems. This is intended to prevent saturation of the pavement in the event of system failure.

***Design Criteria
for Infiltration
Drywells***

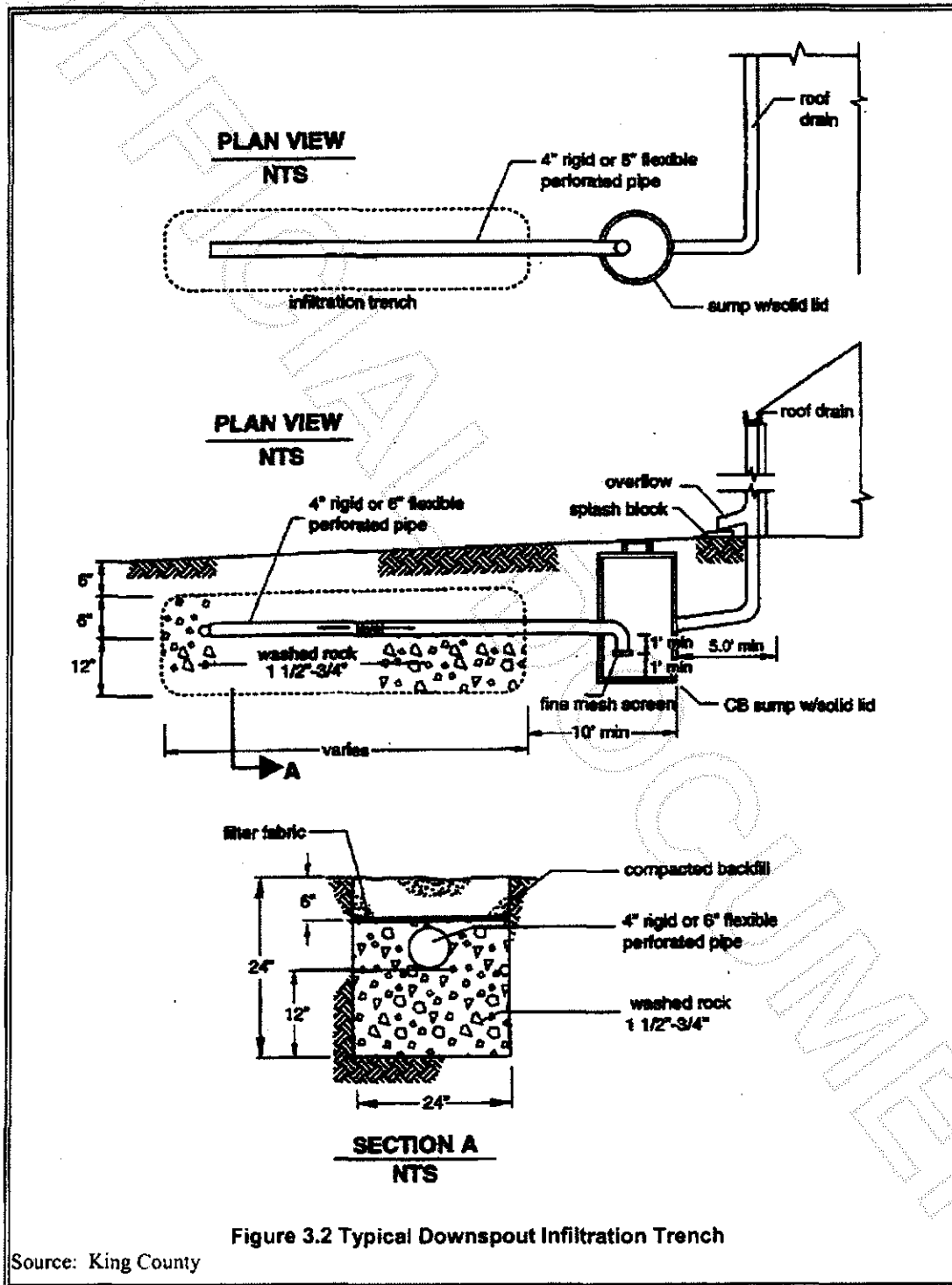
Figure 3.4 shows a typical downspout infiltration drywell system. These systems are designed as specified below.

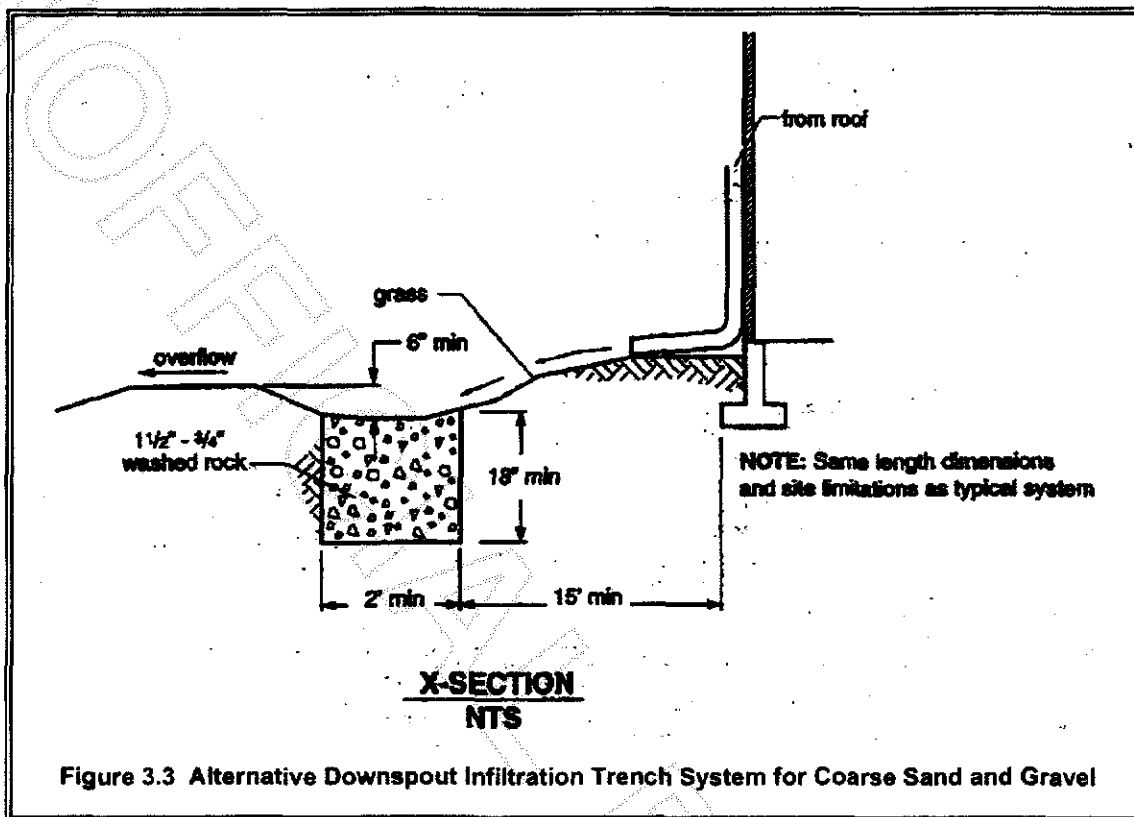
General

1. Drywell bottoms must be a minimum of 1 foot above seasonal high groundwater level or impermeable soil layers.
2. If using drywells, each drywell may serve up to 1000 square feet of impervious surface for either medium sands or coarse sands.
3. Typically drywells are 48 inches in diameter (minimum) and have a depth of 5 feet (4 feet of gravel and 1 foot of suitable cover material).
4. Filter fabric (geotextile) must be placed on top of the drain rock and on trench or drywell sides prior to backfilling.
5. Spacing between drywells must be a minimum of 4 feet.
6. Downspout infiltration drywells must not be built on slopes greater than 25% (4:1). Drywells may not be placed on or above a landslide



hazard area or slopes greater than 15% without evaluation by a professional engineer with geotechnical expertise or a licensed geologist, hydrogeologist, or engineering geologist, and with jurisdiction approval.





Source: King County



200907090069
Skagit County Auditor

7/9/2009 Page 39 of 61 11:47AM

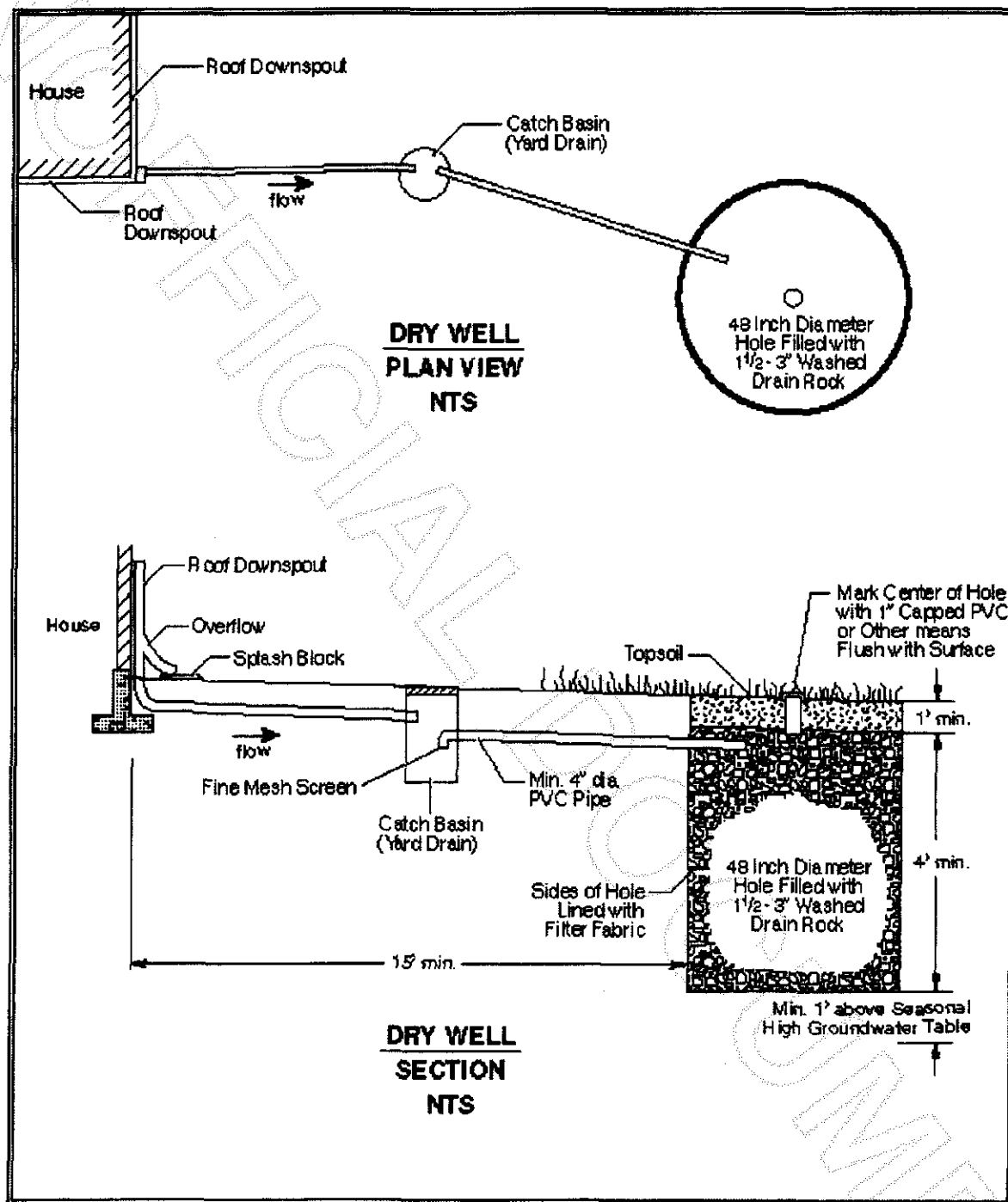


Figure 3.4 – Typical Downspout Infiltration Drywell

Source: King County



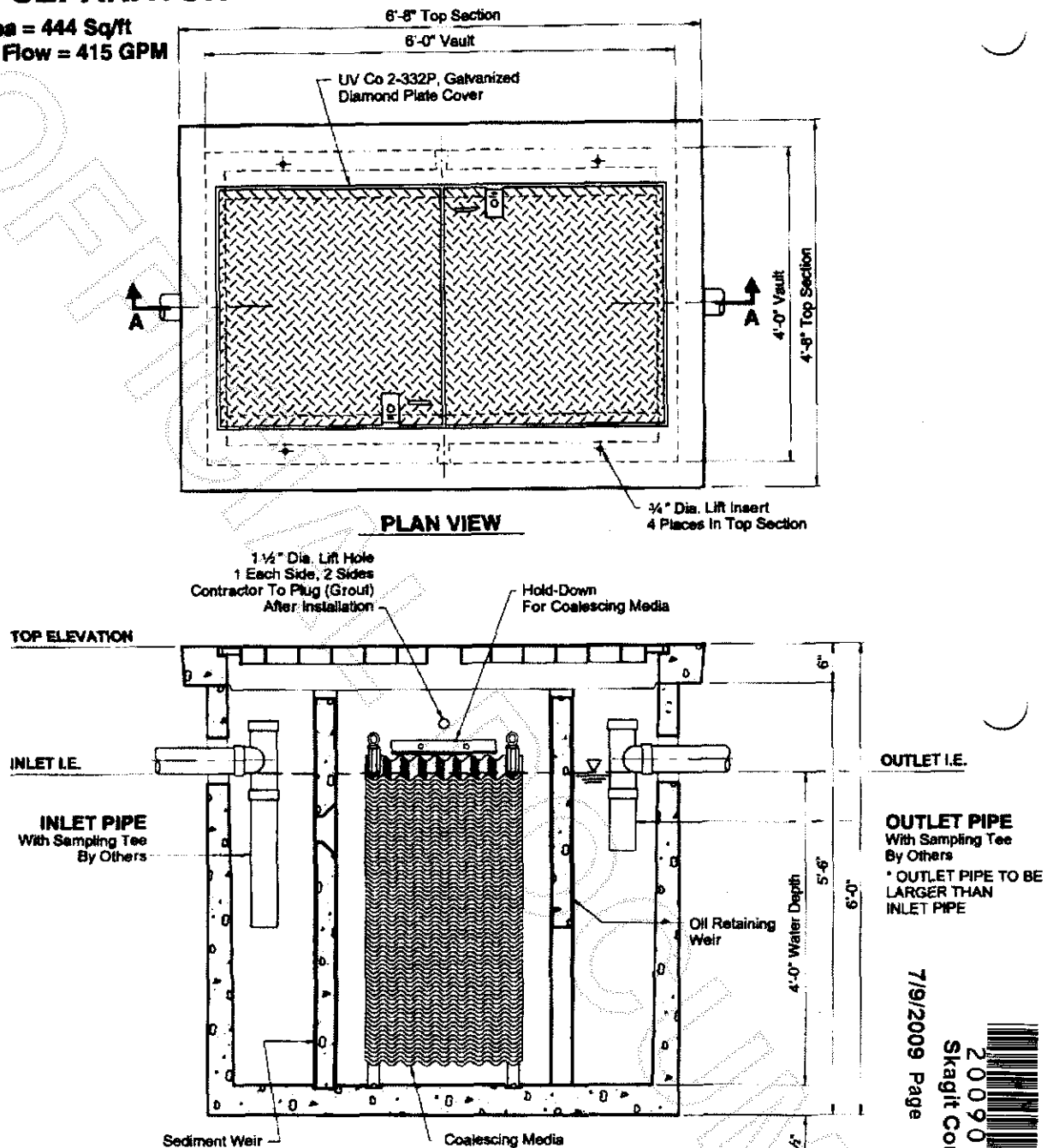
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Skagit County Auditor

7/9/2009 Page 40 of 61 11:47AM

660-CPS OIL WATER SEPARATOR

Projected Plate Area = 444 Sq/ft
Maximum Process Flow = 415 GPM



SECTION AA

STRUCTURAL NOTES:

1. Concrete: 28 Day Compressive Strength $f_c = 4500$ psi
2. Rebar: ASTM A-615 Grade 60
3. Mesh: ASTM A-185 Grade 65
4. Design: ACI-318-89 Building Code
ASTM C-857 "Minimum Structural Design
Loading For Underground Precast Concrete
Utility Structures"
5. Loads: H-20 Truck Wheel w/ 30% Impact Per AASHTO

GENERAL NOTES:

1. All Baffles and Weirs To Be Precast Concrete
2. Static Water Depth = 4'-0"
3. Contractor To:
Supply and Install All Piping & Sampling Tees
Grout in All Pipes
Fill w/ Clean Water Prior To "Start-Up" Of System
Verify All Blockout Sizes and Locations

INFORMATION NEEDED:

- Top Of Separator Elevation
- Inlet Pipe Size
- Inlet Pipe Elevation
- Outlet Pipe Size
- Outlet Pipe Elevation

BASIC DESIGN INFORMATION:

INFLUENT CHARACTERISTICS -
Oil Specific Gravity = 0.88
Operating Temperature = 50°
Influent Oil Concentration = 100 ppm
Mean Oil Droplet Size = 130 micron
0.033 ft/min Oil Rise Rate
Designed Per Washington State Department Of Ecology

FLOW
RATE
110 GPM

EFFLUENT
QUALITY
10 ppm

100%
COLLECTED
SIZE
60 Micron





Operations & Maintenance Manual for Concrete Vault Type Oil/Water Separator using Facet International Coalescing Plate Packs



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Skagit County Auditor

7/9/2009 Page 42 of 61 11:47AM

Table of Contents

(Low to Moderate Solids Content Design)

SECTION	TITLE	PAGE NO.
1	Introduction	
2	System Description and Requirements	
	Figure 1 / Cross Section	
	Figure 2 / MPak [®] Coalescing Plate Assembly	
3	Safety	
4	System Installation	
5	System Operation	
6	Troubleshooting	
7	Replacement Parts Information	



200907090069
Skagit County Auditor

7/9/2009 Page 43 of 61 11:47AM

1.0 INTRODUCTION

The Facet International, Inc. MPak[®] vault system (See Figure 1) is an enhanced gravity separation system for the removal of oil and solids from wastewater. Oil droplets, being lighter (lower specific gravity) than water, tend to rise and separate from the wastewater. In a similar manner, the higher specific gravity (heavier) solids particles fall to the bottom of the separator.

The Facet International MPak system enhances this separation by the use of special patented coalescing plates (U.S. Patent No. 4,897,206) to remove droplets much more efficiently than simple gravity separators.

The separator contains an inlet separation section set off from the rest of the separator by an inlet weir, a plate section, and an outlet section set off by an outlet weir.

The coalescing plates are made of calcium carbonate-filled polypropylene, stacked and bound together with sturdy rods and supports into modular plate packs known as MPaks. MPaks are available in either 1/4" or 1/2" nominal plate spacing. Spacing to be utilized will be based on the conditions and separation efficiency required.

The oil/water mixture flows into the separator and enters the coalescing plates. As the oil/water mixture passes horizontally through the plates, the oil droplets rise to meet the bottom of the next plate above them, where they are collected. From this point the oil droplets merge to form larger droplets that will rise through the holes located in the peaks. The oil droplets will continue to rise to the top of the separator to form an oil layer, which can then be removed periodically from the top of the separator by means of a vacuum truck or portable skimming device. Frequency of oil removal from the separator that is required will depend on the amount of oil entering the unit. An estimate of the quantity of oil to be captured by the separator may be found in the separator quotation. Actual oil removed depends on the amount of oil entering the separator. Optional equipment could include standpipe type skimmers that would remove the oil from the separator to an (optional) oil holding tank.

Most of the solids drop into the bottom of the inlet collection area. Some additional solids enter the plate packs and are separated there. Solid particles that are captured by the plate packs fall to the bottom of the plate area through the solids removal holes in the "valleys" of the plates. Space has been provided under the plates for these solids. The MPaks are designed to be cleaned in place with an optional cleaning wand (See section 5.3 Maintenance).

2.0 SYSTEM DESCRIPTION AND REQUIREMENTS

Note: The following description of a separator is a general one and some systems may vary due to differing requirements.



200907090069

Skagit County Auditor

2.1 Inlet Section

In the inlet section of the separator, gross amounts of oil including all large drops will rise to the surface by gravity. Large solid particles will fall to the bottom and remain there until removed by vacuum truck or other means. The inlet section is separated from the plate section by the inlet weir. Please see Figure 1 for a cutaway of the separator showing this weir.

2.2 MPak (Coalescing Plate Pack) Section

The MPak area of the separator will contain one to three rows of plate packs. The number and size of plate packs are determined by the process design conditions. These coalescing plate packs will be either 1/4" or 1/2" nominal plate spacing. A typical detail of the installation of packs is shown as Figure 2.

Oil droplets not large enough to separate in the inlet chamber enter the plate packs and are captured on the underside of the plates. The oil droplets then merge to form larger droplets and run upward along the sloped bottom of the plates to the holes located in the peaks. The oil exits the holes at the peaks and rises vertically to the surface. The processed water flows out of the coalescing plate region under the oil dam into the outlet section.

2.3 Outlet Section

The outlet section is equipped with a weir arrangement that causes the water to flow under the first weir (oil dam) and over the second weir. This effectively traps any separated oil in the first two sections of the separator.

Water flows out of the area beyond the second weir and exits the separator.

2.4 Skimmers (optional)

The optional oil skimmers allow the oil to flow out of the separator to a holding tank. A skimmer should be located at each end of the separator. The skimmers are vertically adjustable to allow for variations in oil level that occur due to variations in the inlet oil level concentration as well as variations in water flow.

The skimmers are adjustable up or down by turning the locknuts on the supporting bracket. When adjusting the skimmers, first rotate the upper part of the skimmer (expansion joint) to loosen it before making vertical adjustments with the locknuts. The inner tube moves inside the outer pipe to get the necessary adjustments. The oil flows over the top of the skimmer and down into the connecting pipe to the oil holding tank (if provided). The skimmer should be adjusted so that the top of the skimmer is less than 3/8 inch above the waste water level with very little oil accumulated and with a normal flow rate. Access to the skimmer adjustment is through the access cover.



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If floating or other type skimmers are provided, refer to manufacturer's instructions on installation/adjustment of these devices.

3.0 SAFETY

- a) Normal fire prevention measures should be enforced around oil.
- b) Care should be taken in keeping the area clean as oil/water mixtures can be dangerous, toxic, or hazardous.

4.0 SYSTEM INSTALLATION

Flow into the separator should be controlled at the recommended flow rate for the particular application. The maximum allowable flow rate may be found on the computer sizing provided with the quotation. The vault must be vented to the atmosphere through the top covers. The flow through the separator is normally gravity flow.

If a pump is used for the inlet oil/water mixture, it is recommended that a positive displacement pump or an air diaphragm pump be used. This will minimize the emulsification so the performance of the separator will not be adversely affected. Use of centrifugal pumps, globe valves or other high shear devices can cause unduly small droplet sizes and reduce performance.

Excessive pressure drop in the inlet piping must be avoided, as this will cause emulsification of the oil, which will adversely affect the separator performance.

The separator vault should be level to within 1/16 inch per foot and adequately strong to support the weight of the separator full of water. In areas where the water table fluctuates, care should be taken to ensure that the vault will not be damaged if it is empty when the water table rises.

It is recommended that the water effluent pipe (in addition to the inlet pipe) be gravity flow. The outlet pipe must be arranged so as to be free flowing. If the outlet pipe is too small or has a high-pressure drop, water will "back up" into the separator, causing problems. External piping should be supported separately, not supported from the separator.

To install the separator, follow these steps:

- 1) Connect the oil/water inlet piping to separator inlet connection (Figure 1). It is recommended that a full port ball valve of the same size as the inlet piping be installed in the influent line to control the flow. The inlet valve (if provided) should be located at least ten pipe diameters upstream of the separator. **NOTE:** Excessive throttling causes



200907090069
Skagit County Auditor

turbulence and emulsification. Emulsification may adversely affect separator performance.

- 2) Connect the water outlet piping to the water outlet connection (Figure 1). No valving is necessary as the weir will control the height of the oil/water mixture in the separator.

5.0 SYSTEM OPERATION

5.1 Initial Start-Up

The following procedure shall be followed after the installation of the Separator or after the Separator has been drained or pumped out and is ready to be restarted. This procedure assumes that the separator is delivered with plates installed. If plates are to be field installed, follow the procedure provided in the Maintenance section below.

- 1) Ensure there are no obstructions in the oil outlet or water outlet pipe.
- 2) Remove cover (or open access hatches).
- 3) Fill tank with clean water to avoid contaminating the Separator outlet area with oil.
- 4) Open the (user supplied) inlet valve to allow the oil/water mixture into the tank. Adjust for the desired flow rate as shown on the nameplate or on the proposal if no nameplate is attached. Calculations which include flow rate have been provided with the proposal.
- 5) Check to see if there is an oil build-up on the surface.
- 6) With flow at the required flow and some (at least 1/8") oil accumulation, set the oil skimmer to 3/8 inch above the water level.
- 7) Check for leaks of water into the oil.
- 8) Determine if effluent meets requirements after 15 minutes of run time. (optional)
- 9) Replace cover (or close hatches) after oil begins to flow out of the skimmer pipe (if provided).



200907090069

Skagit County Auditor

7/9/2009 Page

47 of

61 11:47AM

5.2 Normal Operation

Do not exceed the recommended flow rate, which has been previously determined. The unit can operate at any flow less than what is recommended.

The flow of skimmed oil out of the skimmer pipe, once a sufficient quantity of oil has accumulated in the Separator, varies with the concentration of oil entering the system. Only oil should be removed since the oil outlet skimmer is set above the water level. Oil is lighter than water so the oil will rise higher than the water level and be skimmed off if the skimmer is adjusted properly.

NOTE: An oil layer will always remain on the surface when the skimmer is adjusted properly. If skimmers are not provided, it is necessary to remove oil with a vacuum truck or portable skimmer. Frequency of oil removal will be a function of oil concentration in the inlet. IT IS THE RESPONSIBILITY OF THE OWNER TO REMOVE OIL PROMPTLY TO ENSURE ONLY OIL GETS OUT OF THE SEPARATOR AND NOT INTO THE OUTLET LINE. If the oil is not removed regularly, it may accumulate in enough volume to displace most of the water in the separator and eventually begin going under the oil dam.

The frequency of solids removal is dependent on the solids concentration in the influent and can best be determined during operations.

5.3 Maintenance

- 1) After the initial month of operation, the vault should be cleaned out as follows:
 - a) Remove cover (or open hatches).
 - b) Lower oil skimmer(s) if provided to remove all the accumulated oil or pump the oil layer out of the vault.
 - c) Remove water from the vault.
 - d) Clean the vault by flushing with a hose and examine the plates for blockage.
 - e) Remove accumulated sludge with a vacuum truck or positive displacement pump such as an air operated diaphragm pump. Dispose of the sludge properly as it will contain some hydrocarbons.
 - f) To re-start operations, follow the steps in Section 5.1 Initial Start-up.

NOTE: If sludge level is 6" or more in the inlet chamber, the cleaning interval should be shortened. If less than 6" depth, interval can be increased.



200907090069

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- 2) After approximately (3) three months in operation, the Separator vault and plates should be cleaned. Inspect the inlet chamber and the entrance to the plate packs. If sludge is accumulating in the inlet chamber verify if accumulation is taking place in the plate pack entrance. If no sludge is apparent in the plate packs, clean inlet chamber and proceed with "Start-up" as defined in Section 5.1 - Initial Start-Up. If sludge is apparent in the

plates of a depth 3" or less from the bottom, flush plates with water hose and return to operation. If sludge is 3" or greater, clean plates and establish a more frequent cleaning schedule or a method to reduce the inflow of solids. Minimum maintenance should not extend past six-month intervals.

Generally cleaning of the plate packs without removing them from the vault is recommended if it is possible to access the top of the plates safely. Two methods may be used to clean the plates:

NOTE: DO NOT disassemble the plate packs.

5.3 Maintenance (cont.)

- a) Cleaning in place with a pressurized cleaning wand:

To clean the plates, connect an (optional) cleaning wand to regular city water pressure. Check the wand to ensure that the inlet screen is in place. The wand should be provided with a valve to start and stop the water flow. A positive displacement "Sandpiper" type pump or vacuum truck should be provided for removal of the solids (along with some water) after they have been fluidized by the cleaning process.

The procedure used is as follows:

1. Using the cleaning wand or a hose, fluidize the dirt in the inlet chamber and suck it out with the pump, along with some water.
2. Insert the wand in one of the cleaning holes in the row nearest the inlet of the pack. Start water flow through the wand to begin moving the solids out of the inlet end of the pack into the area immediately in front of the plates where the pump could remove them.
3. Push the wand gently down into the cleaning hole until it reaches bottom, maintaining water flow through the wand. Move the wand up and down through the hole to ensure that the plates in the vicinity of the hole are thoroughly cleaned.
4. Move the wand to another cleaning hole in the same row and repeat the process.
5. Continue cleaning the area served by each hole in turn until the entire pack area has been cleaned of solids.

Repeat steps 1-5 above for each pack.



200907090069
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b) Flushing with fire hose or steam:

Clean the plate pack assemblies by flushing with water from the sides. A 1-1/2 inch fire hose at 10-15 psi or a standard garden hose at normal city water pressure (30-35

psi) are effective cleaning tools. In a similar manner, steam can also be used to flush plate packs, but CARE MUST BE TAKEN TO NOT GET THE PLATES TOO HOT.

NOTE: Plates do not need to be cleaned until white. A thin coating of oil does not harm performance of the system.

It may be necessary to remove some or all of the packs for cleaning outside of the vault if the fire hose method is utilized.

In addition to cleaning the plates, clean the skimmers and oil removal pipes (if provided) by flushing with a hose and hot water.

Hose down the interior of the vault and remove any oil and solids with the vacuum hose.

NOTE: Caution should be taken that cleaning does not result in a pollution problem.

5.4 Re-installation of coalescing plate packs (if they have been removed).

To replace the plates, follow this procedure:

- 1) The plate packs are designed to fit snugly within the separator.
- 2) Position plate packs in the same configuration (rows) as when removed.
- 3) Install plate packs one at a time, one row in length and one row in width, being sure the outer packs are adequately sealed against the vault wall in the same manner as before they were removed.
- 4) After all packs are installed, check to ensure that the packs are even and touching, forming one (or two if provided) rows of packs across the channel and that they are securely butted against the backing angle at the bottom of the separator. Please see Figure 2 for a sketch of this angle installation. Install the upper channel to ensure the plates are secured in place.
- 5) Secure hold down channel per Figure 2, ensuring it is snugly in place.
- 6) Check to see that no possibility of fluid by-passing can occur around the plates and the side wall of the tank as well as between plate pack assemblies since this could adversely affect the efficiency of the separator.
- 7) Re-start the separator as outlined in section 5. 1, Initial Start-Up.



200907090069

Skagit County Auditor

5.5 Troubleshooting

TROUBLE	POSSIBLE CAUSE	DIAGNOSTIC TECHNIQUE	CORRECTIVE ACTION
NO OIL IS DISCHARGED NOTE: FOR OIL FLOW, THE OIL LAYER HAS TO BE ABOUT 1/2 INCHES THICK.	<ul style="list-style-type: none"> Skimmer too high 	<ul style="list-style-type: none"> Check oil layer thickness 	<ul style="list-style-type: none"> Lower skimmer
PROCESSED WATER HAS OIL IN IT	<ul style="list-style-type: none"> Flow too great for application Leakage around oil dam Plates blocked 	<ul style="list-style-type: none"> Check flow Remove cover and inspect Remove plates and inspect 	<ul style="list-style-type: none"> Slow the flow rate Reweld or putty where leaking clean
TANK IS OVERFLOWING	<ul style="list-style-type: none"> Output line restricted 	<ul style="list-style-type: none"> Check flow 	<ul style="list-style-type: none"> Remove restriction



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5.0 Replacement Information

Please Note:

For replacement plate packs, please contact:

Facet International, Inc.
9910 E. 56th Street North
Tulsa, OK 74117
Telephone Number: (918) 272-8700
Facsimile Number: (918) 272-8787

OR

Your Local Representative:

Ronald Rogers
13416 248th Ave SE
Issaquah, WA 98027
Tel: 206-972-9011
Fax: 425-391-2705
Email: rongrogers@comcast.net



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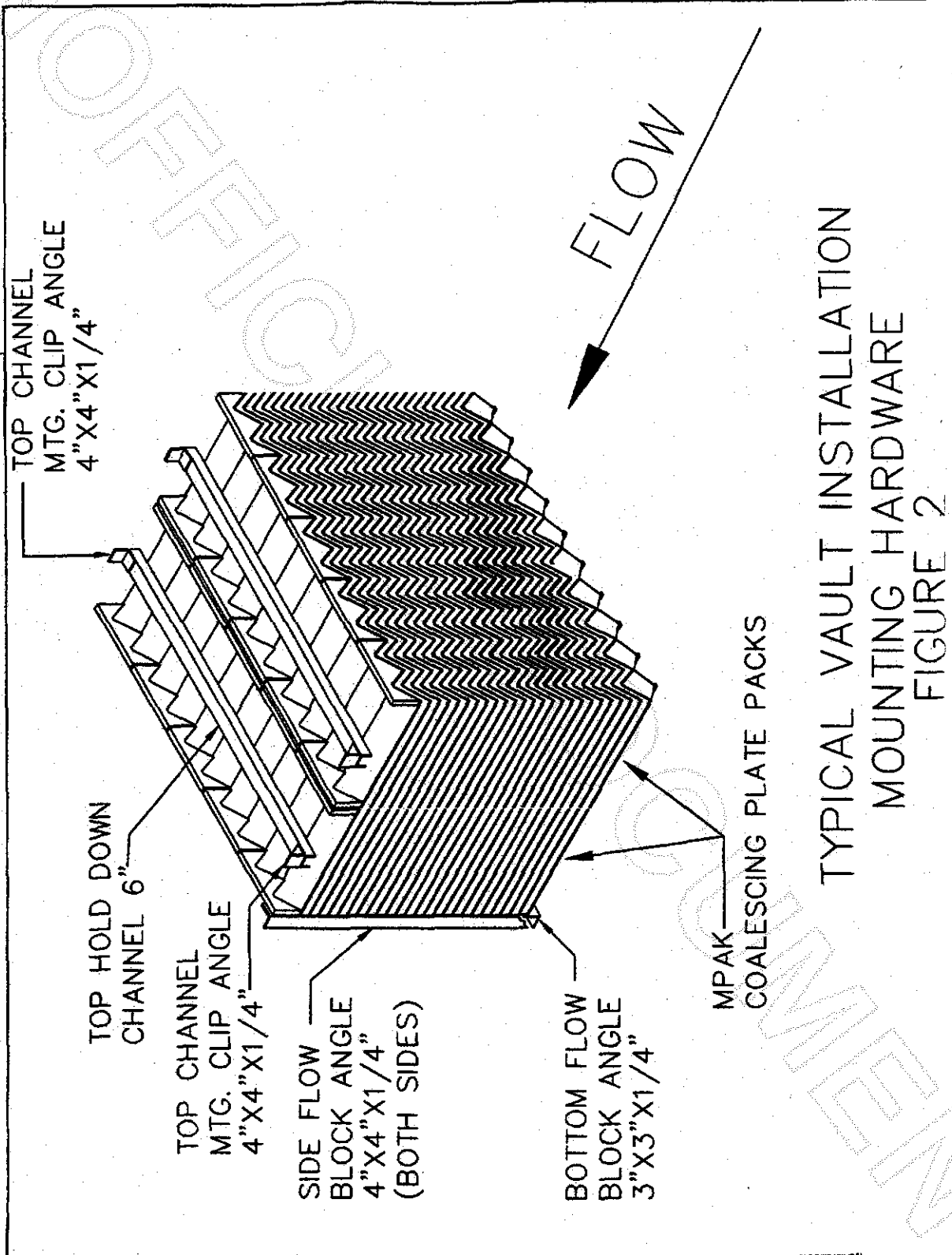
UNOFFICIAL DOCUMENT



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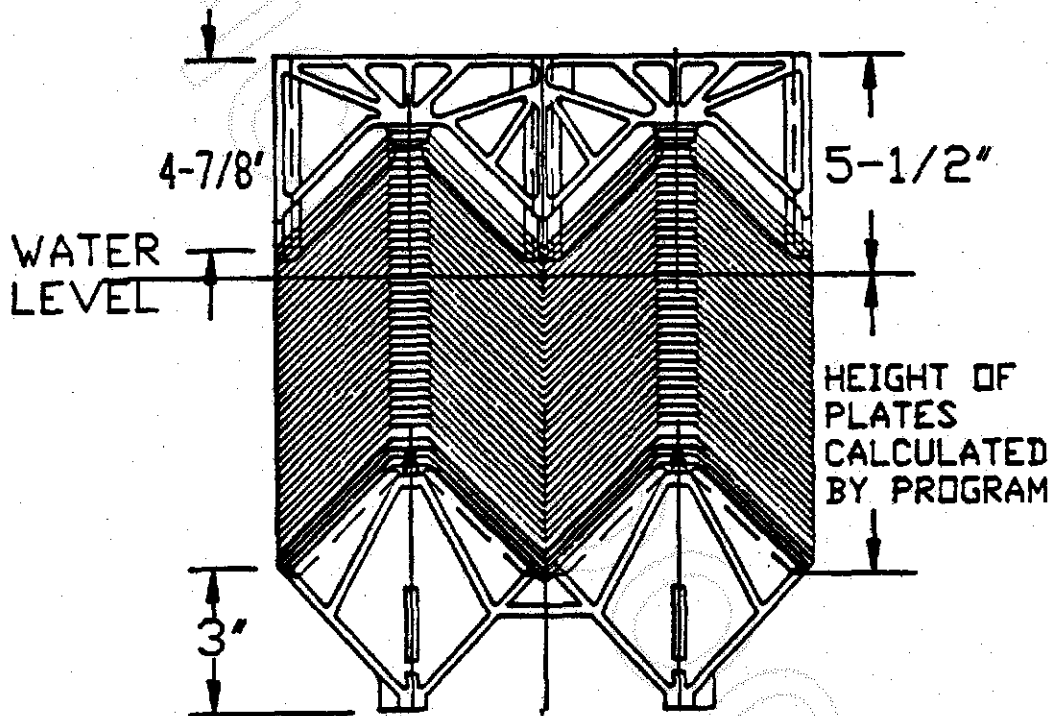
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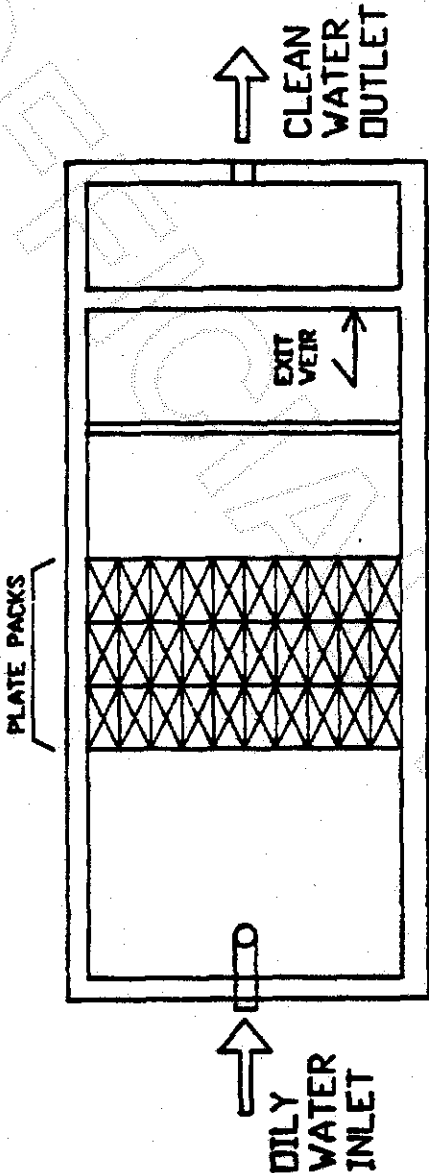
MATERIAL—	CO.		Facet International	
	SIGNATURES	MO DAY YR	NAME	
	DRAWN		WATER LEVEL FOR	
	CHECKED BY		'M' PLATE INSTALLATIONS	
	ENGR.	K 6 2993	SIZE	FROM NO.
	QA.		A 87405	DWG. NO.
				FIGURE 3
			SCALE NONE	REV
				SHEET



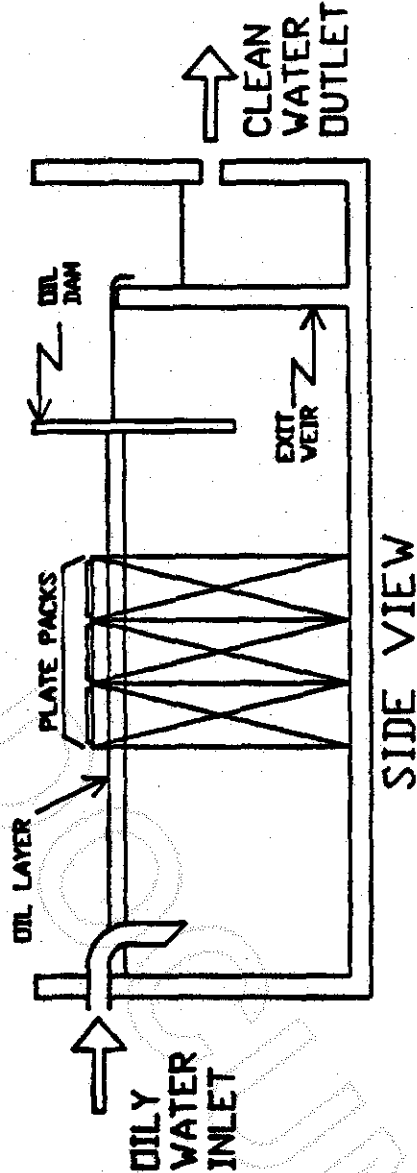
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TOP VIEW



SIDE VIEW


Labels in Diagrams:
 CLEAN WATER OUTLET (top)
 DILY WATER INLET (bottom)
 EXIT VEIR (right side)
 OIL DAM (top right)
 OIL LAYER (bottom left)
 PLATE PACKS (middle section)

CO. _____

SIGNATURES	MO DAY YR
DRAWN _____	
CHECKED BY _____	
APPROVED _____	
ENGR. <i>K</i>	6 29 93
QA _____	

MATERIAL- _____

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Facet International

**TYPICAL SEPARATOR DESIGN
WITH OUTLET WEIR
ARRANGEMENT**

SIZE	FROM NO.	DWG. NO.	REV
A	87405	FIGURE 5A	

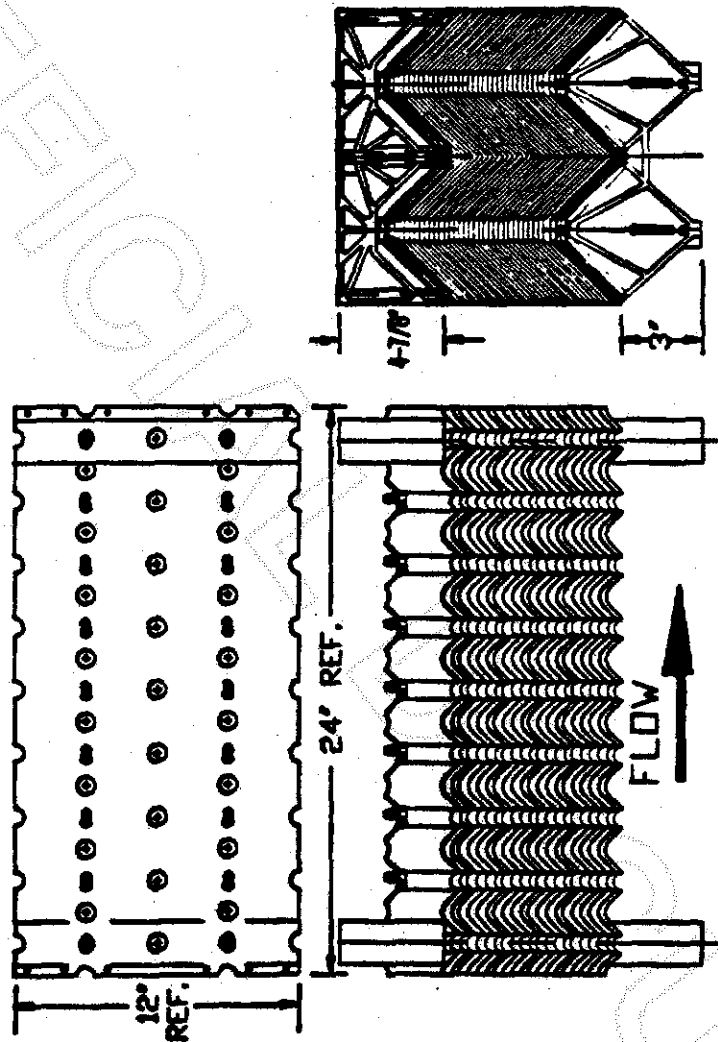
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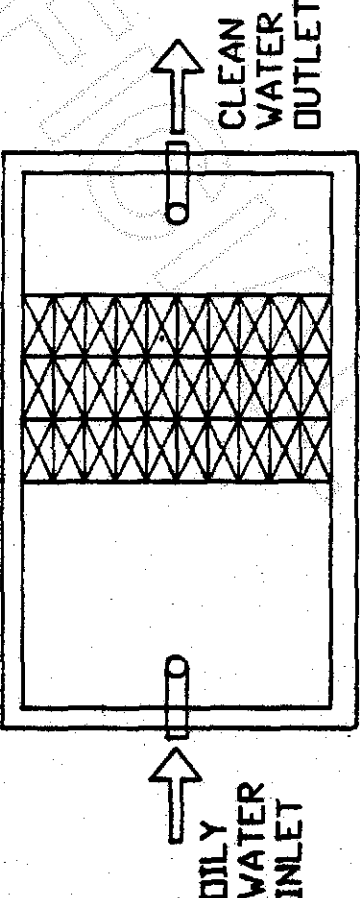
MATERIAL—	CO.		Facet International			
	SIGNATURES	MO DAY YR	NAME			
	DRAWN		TYPICAL MPak "M" CONFIGURATION			
	CHECKED BY					
	APPROVED					
	ENGR.	6 2993	SIZE	FROM NO.	DWG. NO.	REV
	QA.		A	87405	FIGURE 4	



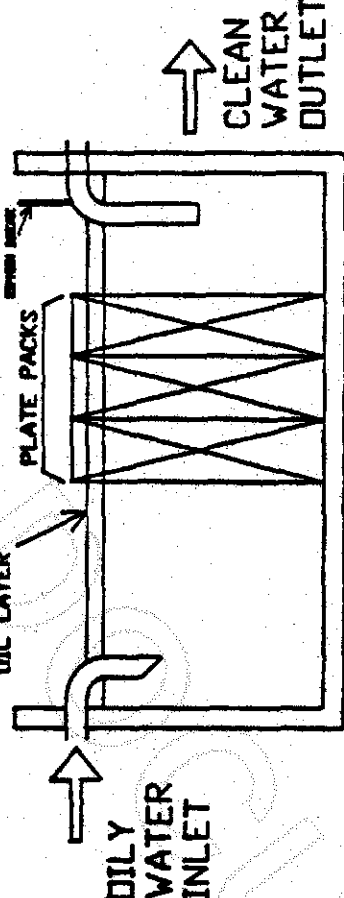
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TOP VIEW



SIDE VIEW

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MATERIAL—	CO.	SIGNATURES	MO	DAY	YR	 <p>Facet International</p> <p>TYPICAL SEPARATOR DESIGN WITH OUTLET PIPE ARRANGEMENT</p>	NAME
	ENGR.						

SIZE	FORM NO.	DWG. NO.	REV
A	87405	FIGURE 5B	



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REVISIONS			
ZONE	LTR	DESCRIPTION	DATE

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MATERIAL—	CO.			MPak CLEANING WAND	
	SIGNATURES	MODAY	YR	NAME	
	DRAWN				
	CHECKED BY				
	APPROVED				
	ENGR.	<i>K</i>	2	4	93
	QA.				

SIZE	PCOM NO.	DWE. NO.	REV
A	87405	6051764	
SCALE NONE			



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FACET PLATE PACKS CAN BE CLEANED IN PLACE!

Facet International MPak® Oil-Water Separator plate packs are self-cleaning, but even self-cleaning packs can become plugged with solids under adverse conditions. For this reason, they are designed so that they can be cleaned in place to remove accumulations of solid particles.

Plate type separators that are provided in large modules must be lifted out of the separator by a crane when contaminated with dirt. This is inconvenient and expensive, and it is possible to damage the packs during removal or re-insertion.

Facet MPak® plates are designed to be cleaned in place using a special cleaning wand (Facet part number 6051764) and city water pressure. The wand has a connection just like an ordinary garden hose and is equipped with a small conical strainer in the connection so solids in the inlet water will not clog the cleaning holds. A sketch of this wand is shown on the reverse.

DIRECTIONS FOR USE OF THE CLEANING WAND

Facet MPak plates may either be cleaned in place or removed and cleaned. To clean the packs, first stop the flow to the unit, remove the oil, and drain the water.

For cleaning in place, connect a pressure water hose (at least 60 psig) to the special cleaning wand. Provide a vacuum truck or other means of disposing of the sludge and dirt in the vessel. Turn on the water to produce a spray from the wand and insert the tip of the wand slowly into each hold of the plate pack, starting at the upstream end. As the water flushes the dirt out of the plate packs, it should be removed by the vacuum hose or directed to an oily water sewer if one is available.

For cleaning outside of the vessel, remove plate packs and other internals (except bolted-in internals). Flush with hose and cleaning wand to oily water drain.

PLEASE NOTE: The spray wand produces a vigorous spray. Operators should wear waterproof clothing and goggles or facemasks.



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7/9/2009 Page

61 of 61 11:47AM