

AFTER RECORDING, RETURN TO:
Hugh Lewis, Attorney at Law, P.C.
2200 Rimland Drive, Suite 115
Bellingham, WA 98226-6639
(360) 392-2880



201303080036
Skagit County Auditor

3/8/2013 Page 1 of 48 9:42AM

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
ZOEY'S PLACE**

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR ZOEY'S PLACE

GRANTOR:

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

THE GENERAL PUBLIC

LOTS 1 - 8, ZOEY'S PLACE, PER PLAT AF #

FULL LEGAL APPEARS:

TAX PARCEL NUMBER:

P. 1

P 37169

PLAT RECORDED UNDER AF # 201303080035

Draft Date:

February 4, 2013

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 - Legal Description of Real Property Burdened.	1
1.3. Purpose - Perpetually Binding Equitable Servitudes.	1
ARTICLE II – DEFINITIONS	1
ARTICLE III – DESCRIPTION OF DEVELOPMENT PLAN AND GENERAL THEME	4
3.1. Development Plan	4
3.2. General Theme - Attributes and Amenities	4
ARTICLE IV – LOTS, DWELLINGS & OTHER STRUCTURES	4
4.1. Number and Location.	4
4.2. Subdivision and Combination.	4
4.3. Construction & Upkeep of Dwellings and Other Improvements Within Lots.	4
4.3.1. Initial Construction by Declarant	4
4.3.2. Permitted Accessory Structures	5
4.3.3. Screening of Service Items.	5
4.4. No Modification Absent Approval by Board of Directors	5
4.5. Building Setbacks	5
4.6. Upkeep of Lots.	5
4.7. Damaged Improvements	5
ARTICLE V – COMMON AREAS AND FACILITIES	6
5.1. Common Areas	6
5.2. Status of Common Areas - Appurtenant to Lots.	6
5.3. Maintenance, Repair and Replacement.	6
5.4. Uses of Common Areas - No Interference.	6
5.5. Right of Access.	7
ARTICLE VI – SPECIAL MAINTENANCE REQUIREMENTS - SCHEDULE OF REGULAR MAINTENANCE/	
6.1. Standards for Driveway Maintenance.	7
6.1.1. Maintenance of Improved Portions of Common Driveways	7
6.1.2. Maintenance of Unimproved Portions of Common Driveways	7
6.1.3. Maintenance of Signs Within Driveway Areas	7
6.2. Private Storm-water System - Upkeep and Use.	8
6.2.1. Description - General Requirements - Rights of City of Sedro-Woolley	8
6.2.2. Upkeep of Children's Play Area.	8
6.2.3. Upkeep of Fencing and Landscaped Areas.	8
6.2.4. Association Provides Perpetual Upkeep to Common Facilities.	8
6.3. Schedule of Regular Maintenance	8
6.4. Owners' Personal Responsibilities	9
ARTICLE VII – OWNERS ASSOCIATION	9
7.1. Name and Form of Association	9
7.2. Powers and Purposes of Association.	9
7.3. Lapse of Corporate Status - Personal Lot-Owner Liability Created	9
7.3.1. Association Must Remain Incorporated.	9
7.3.2. Incorporation Protects Owners - Owners Personally Liable Upon Abandonment.	10

(i)



201303080036
Skagit County Auditor

3/8/2013 Page

2 of 48 9:42AM

7.4.	Membership an Appurtenance	10
7.5.	Membership and Voting Rights	10
7.6.	Bylaws of Association	10
7.7.	Perpetual Existence - Rights of City of Sedro-Woolley	10
ARTICLE VIII – MANAGEMENT OF ASSOCIATION		10
8.1.	Management by Declarant	10
8.2.	Professional Management	10
8.3.	Authority of the Board	11
8.3.1.	General Authority.	11
8.3.2.	Incurring and Payment of Common Expenses	11
8.3.3.	Acquisition of Property.	11
8.3.4.	No Business Authority	11
8.3.5.	Board as Attorney in Fact.	11
ARTICLE IX – PERMITTED USES		11
9.1.	Permitted Uses.	11
9.1.1.	Residential Use	11
9.1.2.	Vehicle Parking and Use	12
9.1.3.	Underground Utilities	12
9.1.4.	Surface Water Run-Off	12
9.1.5.	Lighting	12
9.1.6.	Signs	13
9.1.7.	Animals	13
9.1.8.	Noise - Offensive or Illegal Activity	13
9.1.9.	Compliance with Environmental Laws	13
9.1.10.	Hazardous Substances	14
9.1.11.	Mining	14
9.1.12.	Trash	14
9.1.13.	Landscaping Restrictions	14
9.1.14.	Fences	14
9.1.15.	Exterior Appearance - Solar Heat Screening	15
9.1.16.	Open Fires.	15
9.1.17.	Mailboxes and Newspaper Tubes	15
9.1.18.	Television and Radio Antennas, Dishes	15
9.1.19.	Lease Restrictions	15
9.1.20.	Assignment or Subleasing	15
9.1.21.	Effect on Insurance	15
9.1.22.	Uses by Declarant	16
9.2.	Architectural Control - Design Review and Construction Standards	16
9.2.1.	General Authority of Declarant and Board of Directors	16
9.2.3.	Authority to Grant Variances	16
9.2.4.	Authority to Delegate Review Functions	16
9.2.5.	No Liability for Architectural Review	17
ARTICLE X – ASSESSMENTS AND LIENS FOR COMMON EXPENSES		17
10.1.	Assessments for Common Expenses	17
10.1.1.	Liability of Lots	17
10.1.2.	Timing of Payments.	17
10.1.3.	Special Assessments.	17
10.1.4.	Limited Common Assessments	17
10.2.1.	Budget for Common Expenses	18
10.2.2.	Meeting of Association to Ratify Budget	18

(ii)



201303080036

Skagit County Auditor

10.3.	Accounts; Commingling Prohibited - Maintained in State	18
10.4.	Surplus Funds.	18
10.5.	Owners Personally Liable for Common Expenses	19
10.6.	Liability Following Conveyance of Lot	19
10.7.	Lien for Assessments.	19
10.8.	Perfection of Lien - Automatic.	19
10.9.	Priority of Lien.	19
10.10.	Enforcement of Lien.	20
10.11.	Limitation of Lien Enforcement.	20
10.12.	Rent Subject to Lien for Assessments- Other Remedies for Nonpayment	20
10.12.1.	Rent Payable to Association Upon Default of Owner.	20
10.12.2.	Association Entitled to Appointment of Receiver.	20
10.13.	Remedies Cumulative	21
ARTICLE XI	INSURANCE MATTERS	21
11.1.	Authority, Name of Insured	21
11.2.	Deductible	21
ARTICLE XII	CONDEMNATION	21
ARTICLE XIII	COMPLIANCE WITH LAW AND COVENANTS	21
13.1.	Compliance by Owners and Occupants	21
13.2.	Enforcement by Association.	22
13.3.	Legal Proceedings.	22
13.4.	Costs and Attorney's Fees.	22
13.5.	No Waiver of Rights.	22
13.6.	Remedies Cumulative.	22
13.7.	Occupants Subject to Rights and Responsibilities of Owners.	22
ARTICLE XIV	LIMITATION OF LIABILITY	23
14.1.	No Liability for Equipment Failure, Etc.	23
14.2.	No Bailment.	23
ARTICLE XV	MORTGAGEE PROTECTION	23
15.1.	Attendance at Meeting.	23
15.2.	Inspection of Books and Records.	23
ARTICLE XVI	EASEMENTS AND SPECIAL DECLARANT RIGHTS	24
16.1.	Easements for Lots, Lot Owners and Association Functions	24
16.1.1.	General Provisions Applicable to Article XVI	24
16.1.2.	Easements for Lots - For Support and For Ingress, Egress and Utilities	24
16.1.3.	Easement for Association Functions	24
16.1.4.	Easements for Utilities	24
16.2.	Easements Shown on Plat Map	24
16.2.1.	General Provisions	24
16.2.2.	Easement for Neighboring Property Owner	25
16.3.	Easement for Emergency Access	25
16.4.	Easements for Declarant	25
16.5.	Special Declarant Rights	25
16.5.1.	General Reservation	25
16.5.2.	Declarant Control Period	25
16.5.3.	Legal Status of Special Declarant Rights	26



ARTICLE XVII – AMENDMENT OF DECLARATION OF COVENANTS	26
17.1. Procedure for Amendment of Declaration of Covenants	26
17.2. Consent of Benefitted Owner Required to Alter Easement Rights.	26
17.3. Recordation Required.	26
17.4. Amendments by Declarant	26
ARTICLE XVIII – MISCELLANEOUS	26
18.1. Notices for All Purposes, Delivery	27
18.2. Severability	27
18.3. No Right of First Refusal	27
18.4. Effective Date	27



201303080036
Skagit County Auditor

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

Whatcom-Skagit Housing, referred to herein 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 Title 16.08, Sedro-Woolley Municipal Code (hereinafter referred to as the "Ordinance"), and has thus created from such Property a residential Community known as "Zoey's Place".

1.2. Reference to Platting Documents - Legal Description of Real Property Burdened.

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 map is hereinafter referred to as the "Plat Map". This Declaration of Covenants thus benefits and burdens the following described real property: Lots 1 through 8, inclusive, PLAT OF ZOEY'S PLACE, as per the Map thereof recorded at Auditor's File No. _____, Records of Skagit County, Washington

1.3. Purpose - Perpetually Binding Equitable Servitudes.

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 that 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, in perpetuity, 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. "Architectural Review Coordinator ("ARC") means the individual designated by the Declarant or the Board of Directors, to coordinate compliance with the Design Guidelines of the Community under Section 9.2 hereof.

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.

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Community and enforce the provisions of the Governing Documents, as provided in Article VII hereof.

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 Community other than the Lots. Such areas may be denoted as "Tracts" on the Plat Map 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 platted 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 16.5 of this Declaration of Covenants.

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

2.12. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City or County in which the Community is located. The term also includes any amendments thereto approved by applicable governmental entities.



- 2.13. "Dwelling" means a single family residence constructed within any Lot.
- 2.14. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.
- 2.15. "Governing Documents" means the Declaration of Covenants, the Plat Map, the Articles of Incorporation and Bylaws of the Association along with any Rules and Regulations, including Design Guidelines, adopted by the Board of Directors.
- 2.16. "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.
- 2.17. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Plat Map.
- 2.18. "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.
- 2.19. "Mortgage" means a mortgage, deed of trust or real estate contract.
- 2.20. "Occupant" means a person lawfully occupying any Lot; the term includes Lot Owners, family members and tenants of Lot Owners.
- 2.21. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.
- 2.22. "Property" or "the Property" means all the real property described as being contained within the Plat Map and, where appropriate, includes all real property that may be from time to time either added to the Community by the Declarant or acquired by the Association pursuant to Section 8.3.3 hereof.
- 2.23. "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.
- 2.24. "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 Community, and models; (c) use easements through the Common Areas for the purpose of making improvements within the Community; (d) appoint or remove any officer of the Association or any member of the Board of Directors; or (e) to veto or approve a proposed action of the Board or Association during any period of Declarant Control reserved in this Declaration of Covenants. Special Declarant Rights are described in Section 16.5 hereof.
- 2.25. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement or reconstruction that is required in order 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 City of Sedro-Woolley for this project, in City File No. LP - 1- 08. A Community Association identified in Article VII is charged with perpetual responsibility for the maintenance of all the Common Areas of this Community for the common benefit of the Lot Owners.

3.2. General Theme - Attributes and Amenities .

This residential Community of approximately 1.32 acres in size that is zoned R -7. It is located on East Jones Road at its intersection with Garden of Eden Road in the City of Sedro-Woolley. The Community includes the following amenities and facilities: two private driveways ["Common Driveways", an engineered stormwater system including a detention pond, perimeter fencing and a children's play area. Domestic water is supplied by Skagit P.U.D. No. 1. Sanitary sewer service is provided by the City of Sedro-Woolley.

ARTICLE IV

LOTS, DWELLINGS & OTHER STRUCTURES

4.1. Number and Location.

The Community contains eight (8) Lots that are depicted on the Plat Map. The location of those Lots and their dimensions are shown on the Plat Map. Addresses for the Lots will be assigned by City of Sedro-Woolley.

4.2. Subdivision and Combination.

No Lot shall be subdivided by its Owner, nor shall any of the Lots be combined. The common boundaries between Lots may be adjusted, if necessary, but only in accordance with procedures established by the City of Sedro-Woolley.

4.3. Construction & Upkeep of Dwellings and Other Improvements Within Lots.

4.3.1. Initial Construction by Declarant.

Dwellings and related improvements such as fencing and accessory structures will be constructed within the Lots initially by their first individual owners under the direction of the Declarant, according to a common design scheme established by the Declarant in consultation with the City of Sedro-Woolley. Other improvements, such as fences, service sheds and the like, may be constructed within Lots only in accordance with Design Guidelines described in Section 9.2 hereof.



201303080036
Skagit County Auditor

4.3.2. Permitted Accessory Structures.

Accessory Structures consisting of children's playhouses, gardening sheds, small greenhouses and other items may be permitted, subject to Design Guidelines adopted by the Board. Accessory Structures are subject to the Design Review and Construction Standards described in Section 9.2 hereof. No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities, and then only for so long as may be reasonably necessary for such purposes.

4.3.3. Screening of Service Items.

Garbage and recycling containers, fuel tanks, mechanical equipment and any materials, supplies and equipment that are stored outside must be reasonably screened from view from roads or adjacent properties, using materials approved by the Board.

4.4. No Modification Absent Approval by Board of Directors.

Following the initial construction of the Dwelling and related improvements within the Lots, no person shall make any addition, alteration or improvement in or to any Lot, other than for normal Upkeep or natural landscaping, which is visible from the exterior of the Lot (excluding areas within a Dwelling's building envelope which are visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Board of Directors. No person shall paint or otherwise alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot or the Common Areas, without the prior written consent of the Board of Directors. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall be removed or altered to conform to the Governing Documents within thirty days after notice from the Board of Directors of the violation.

4.5. Building Setbacks.

No improvements or structures, other than sidewalks, driveways, landscaping, and retaining walls approved by the Board may be constructed within Building Setbacks. The Setbacks for each Lot are described on the Plat Map..

4.6. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot, the Dwelling and any other improvements to the Lot in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. This right and duty includes the regular mowing of the Lot to prevent weeds and grasses from exceeding six inches (6") in height. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. The Association may accomplish mowing of any Lot, at the expense of the Owner thereof, if necessary to maintain its good appearance.

4.7. Damaged Improvements.

If a Dwelling 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, provided however that any material alteration of the repaired or restored building or improvement shall be approved by the Board of Directors as set forth in Section 9.2 herein. Unless the Board of Directors permits a longer time period, such work must be commenced within four (4) 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 AND FACILITIES

5.1. Common Areas.

The Common Areas of the Community consist of two Tracts containing a Stormwater Detention Pond and a Children's Play Area. The Common Areas also include Easement Areas depicted on the Plat Map that burden and benefit the Lots for the purposes of providing rights of ingress, egress, utilities and common landscaping. These areas contain the Common Driveways, signs within the driveways areas, catch-basins and piping for the storm-water system, perimeter fencing and landscape buffer areas along Garden of Eden Road.

5.2. Status of Common Areas - Appurtenant to Lots.

The Declarant declares that each Lot in the Community has reserved and allocated to it an equal and undivided easement interest in the Common Areas of the Community. Each such interest shall constitute a perpetual appurtenance to the Lot that shall be deemed included with each Lot in any conveyance of such Lot, irrespective of whether so stated in the conveyance deed. No such 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.

5.3. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, shall be perpetually responsible for Upkeep of all the Common Areas. See Article VI hereof for special standards of Upkeep that are required for certain facilities.

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 or 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 and Occupant 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. Standards for Driveway Maintenance.

6.1.1. Maintenance of Improved Portions of Common Driveways.

The Association shall perpetually maintain the Common Driveways in a good and sightly condition suitable for its intended purposes, continuously providing all necessary Upkeep thereto, along with periodic sweeping/clearing and snow removal as needed. In particular, the Association shall perform all necessary Structural Repair, Reactive Maintenance and Routine Maintenance, as hereinafter defined.

(a) "Structural Repair" is defined as Upkeep necessitated by normal wear and tear and daily operation over the road surface. The Common Driveways shall be maintained consistent with published City of Sedro-Woolley standards for such private access roads and/or for signage.

(b) "Reactive Maintenance" is defined as Upkeep necessitated by unanticipated failures of driveway surfaces, loss of signs, falling trees and the like. It also includes response and repair necessitated by true emergency conditions such as flooding, windstorms, earthquakes, and etc.

(c) "Routine Maintenance" is defined as normal day-to-day Upkeep designed to keep the Common Driveways operational. The asphalt surface of the Common Driveways should be sealed on a regular basis as needed, to prolong the structural life of the Driveways. The Budget for the Association shall always include reasonable allocations to Reserves designed to accomplish this.

6.1.2. Maintenance of Unimproved Portions of Common Driveways.

The Association shall also perform Maintenance to the unimproved portions of the Common Driveways by properly and reasonably caring for useful vegetation located in the unimproved portions of the Common Driveways, by cutting and/or removing and disposing of any brush, trees, and other debris that are not useful and/or that may interfere with normal use of the Common Driveways, and periodically clearing any drainage ditches, swales and/or culverts serving to drain the Common Driveways.

6.1.3. Maintenance of Signs Within Driveway Areas.

Within each of the two main Common Driveways, the Association shall continuously maintain signs bearing the legend: "No Parking - Fire Lane." On the driveway leading to the Storm-water detention pond, a sign shall be continuously maintained bearing the legend: "No Parking At Any Time."



Each such sign shall be maintained in good condition, in the location approved for same by the City of Sedro-Woolley.

6.2. Private Storm-water System - Upkeep and Use.

6.2.1. Description - General Requirements - Rights of City of Sedro-Woolley.

Tract "A" on the Plat Map ["Detention Pond"] shall be protected and left undisturbed in order to preserve its functionality. The chain-link fence surrounding the pond shall be maintained so as to inhibit unauthorized uses of the pond. All necessary Upkeep of the components of the Storm-water System shall be conducted by the Association in accordance with the provisions of the Operations and Maintenance Plan prepared by the Declarant dated January 31, 2013, a copy of which is attached as Exhibit A, and otherwise in accordance with the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as updated from time. Such maintenance requirements currently appear in Volume V, Section 4.6 of the DOE Stormwater Manual. The Association shall consistently engage the services of qualified personnel to perform Upkeep to the Stormwater System. 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 - 8, inclusive. See also Section 7.7 hereof.

6.2.2. Upkeep of Children's Play Area.

Tract "B" on the Plat Map ["Children's Play Area"] shall be maintained for recreational use and enjoyment of Occupants of the Community, subject to Rules and Regulations that may be adopted by the Board.

6.2.3. Upkeep of Fencing and Landscaped Areas.

The fencing and landscaped areas depicted on the Plat Map exist to preserve and enhance the aesthetic and environmental values of the Community. Appropriate vegetation shall be permanently maintained to preserve such values. No structures or improvements other than fencing approved by the City of Sedro-Woolley are permitted to be constructed in these areas, except as may be identified on the face of the approved Plat Map. The landscaping along the south property line shall be maintained so as not to interfere with the French drain located just north of that property line.

6.2.4. Association Provides Perpetual Upkeep to Common Facilities.

The Association shall maintain all the Common Facilities in perpetuity. The Board shall annually develop its budget in such a fashion that the costs of providing such Upkeep can be borne by the Association without the need for a special assessment. See Sections 10.1 and 10.2 hereof for further detail.

6.3. Schedule of Regular Maintenance.

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

6.4. Owners' Personal Responsibilities.

Each Owner shall be solely responsible for the initial construction of and ongoing Maintenance to any interior driveway and/or other improvements ["Interior Improvements"] served by the Common Driveways, including any culvert serving such interior driveway, whether located within the Owner's Lot or within the easements for the Common Driveways, so that water accumulating on or within such Interior Improvements properly drains into drainage facilities installed within the Owner's Parcel, or into the drainage ditches serving the Common Driveways, to the end that such water does no damage to the other Parcels or to the Common Driveways. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be "Zoey's Place 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 and Purposes of Association.

The Association shall have, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act and in any successor statute to the Homeowners Association Act, along with such additional powers as may be prescribed in the Governing Documents. The Association has the general responsibility to maintain, repair, replace, manage and provide insurance coverage for 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. Lapse of Corporate Status - Personal Lot-Owner Liability Created.

7.3.1. Association Must Remain Incorporated.

The Association shall have perpetual existence. The Lot Owners shall not permit its corporate charter to 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.



7.3.2. Incorporation Protects Owners - Owners Personally Liable Upon Abandonment.

Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Lot Owners shall become jointly and severally liable for all obligations imposed upon the Association under these Covenants. The corporate status of the Association exists to protect Lot Owners from personal liability, to the fullest extent provided by law.

7.4. Membership an Appurtenance.

The Owner of each Lot in the Community shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot.

7.5. Membership and Voting Rights.

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

7.6. 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.

7.7. 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 16.5 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 that 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 Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

ARTICLE IX

PERMITTED USES

9.1. Permitted Uses.

9.1.1. Residential Use.

The Lots in this Community 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.

9.1.2. Vehicle Parking and Use.

(a) General Restrictions.

Driveway areas within Lots are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans [collectively "automobiles"]; other items and equipment may be parked or kept therein only if expressly permitted by Rules and Regulations and only in such areas, if any, as may be designated for such purpose by the Board of Directors. Only two (2) automobiles may be parked outside of a garage within the Lot, and no automobiles may be parked in any area of the Lot other than a garage, the driveway area, or a permanent parking pad attached to the driveway. No parking is permitted on the Common Driveways areas at any time. Parking areas, if any, within the Common Areas may not be used for permanent storage of motor vehicles or any other types of vehicles or equipment.

(b) Recreational and Junk Vehicles.

Junk vehicles (as defined in RCW 46.55.010), large commercial vehicles, trailers, motor homes, boats, large trucks, tractors, and other similar types of vehicles or equipment may not be stored, kept or maintained anywhere on the Property except within a lawfully constructed garage. The Board may require removal of any such vehicle or equipment if not properly stored. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Association.

(c) Vehicle Operation and Use.

Vehicles shall be operated in a responsible manner while within the Property. Vehicle repairs other than ordinary light maintenance are not permitted anywhere on the Property. Use of unlicensed off-road vehicles within the Common Areas is prohibited. The Board may promulgate additional Rules and Regulations regarding vehicle operation, use and parking.

9.1.3. Underground Utilities.

All utilities are required to be located underground.

9.1.4. Surface Water Run-Off.

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

9.1.5. Lighting.

No exterior lighting shall exceed 100 watts in output per fixture and shall be shielded from view such that is not directed outside the boundaries of a Lot.



9.1.6. Signs.

No sign of any kind shall be displayed to the public view on or from any Lot or Common Areas without the prior consent of the Board; provided that this Section shall not be deemed to prohibit the Owner of a Lot from displaying a reasonable sign (one only) on such Lot for a period of time in which the Lot is for sale or rent. Signs must be of professional design and a standard size of twenty-four inches (24") by twenty inches (20"). No more than one sign per Lot is permitted without the express written approval of the Board. The Board may by resolution modify these requirements and/or establish further policies regarding signs. The Board's judgment in such matters, adopted in good faith, shall be conclusive except as to matters governed by local, state or federal law.

9.1.7. Animals.

The ownership and keeping of up to two (2) well-behaved dogs, cats or other limited types of species of animals that do not normally leave a Lot is permitted, subject to Rules and Regulations that may be adopted by the Board of Directors. Other types of animals may be permitted by approval of the Board, subject to such rules, regulations or other conditions as may be determined from time to time by the Board. The owner of any animal maintained within the Community shall keep such animal properly attended and under such owner's control, in accordance with City of Sedro-Woolley's "leash law," and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to accumulate anywhere on the Common Areas. Any person who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Lot Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. The Board may at any time adopt additional rules or regulations regarding animals and may require the removal of any animal that it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain.

9.1.8. Noise - Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere within the Property. No noxious, excessively smelly, offensive or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein that may be or become an unreasonable source of annoyance or nuisance to other Owners, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.9. Compliance with Environmental Laws.

Use of the Lots and Common Areas of this Community may be subject to various federal, state and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.



9.1.10. Hazardous Substances.

A person shall maintain or store on or in the Community only such property and materials that may be legally possessed by such person. No person shall improperly store within or release from a Lot or into the common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infections biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable toxic, explosive, radioactive, or other type of substance that may be hazardous to either the Community or to the public health or safety, or the halt or safety of any lawful occupants of the Community, any and all such substances being known herein as Hazardous Substances.

9.1.11. Mining.

No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

9.1.12. Trash.

No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. All trash and garbage shall be stowed in sanitary trash containers prior to disposal, and shall not be permitted to accumulate within any Lot outside of a container. Trash containers shall be stored and screened from view from neighboring properties, the street front, and from Common Areas. Trash containers shall be subject to regulation by the Board of Directors. No incinerator shall be kept or maintained upon any Lot.

9.1.13. Landscaping Restrictions.

No tree, hedge or other landscape feature shall be planted or maintained in a location that obstructs sight-lines for vehicular traffic. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged. Except for hoses and the like that are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

9.1.14. Fences.

The Common Area fencing has been designed to City of Sedro-Woolley standards and must be maintained in perpetuity by the Association. All other fencing in the Community shall be subject to Design Guidelines, for consistency of design. Design Guidelines may regulate the composition, color and placement of fencing. Except as provided below, fences are permitted to enclose side and back yards only, and shall be not more than six feet (6') in height. No unsightly items may be hung on any fencing.



9.1.15. Exterior Appearance - Solar Heat Screening.

No foil or other reflective materials shall be used on any windows for sun-screens, blinds, shades or other purposes. No window-mounted air-conditioners or heating units are permitted. Solar heat screens and non-reflective window-tinting are permitted subject to Design Guidelines.

9.1.16. Open Fires.

Open burning is not permitted on the Property, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.17. Mailboxes and Newspaper Tubes.

A common mailbox facility has been approved by the City of Sedro-Woolley, located in the Common Areas. Newspaper tubes are permitted within the Lots.

9.1.18. Television and Radio Antennas, Dishes.

No satellite TV antennas/dishes greater than one meter in width may be installed within a Lot. Ham radio and "citizens band" antennas may be used for transmission purposes only so long as they are not visible from the roadway and do not cause interference with electronic equipment of neighboring property owners. No reception or transmission devices may be located within the Common Areas unless expressly permitted by the Board of Directors.

9.1.19. Lease Restrictions.

Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, the Bylaws and Rules and Regulations, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. A lease, as defined herein, shall include month-to-month rentals. Owners must provide a fully-executed copy of any such lease to the Board prior to occupancy by the lessee. Any tenant or subtenant of any portion of a Lot shall be deemed to have assumed all the responsibilities of an Owner under this Section of the Declaration of Covenants. Owners must provide a copy of these Covenants to their tenants. See Section 13.7 hereof.

9.1.20. Assignment or Subleasing.

The assignment or subleasing of a Lot shall be subject to the same limitations as are applicable to the leasing or renting thereof. An Owner or tenant may not exempt himself or herself from any liability under this Declaration or the Bylaws or Rules and Regulations by assigning or subleasing the occupancy rights to his or her Lot.

9.1.21. Effect on Insurance.

Nothing shall be done or maintained in any Lot or in the Common Areas that will increase the Association's rates of insurance without the prior written consent of the Board. No Owner shall permit



anything to be done or maintained in his or her Lot or in the Common Areas that will result in the cancellation of insurance on any Lot or any part of the Common Areas.

9.1.22. Uses by Declarant.

The Declarant has reserved Special Declarant Rights in Section 16.5 hereof, which permit the Declarant to make certain uses of the Common Areas of this Community.

9.2. Architectural Control - Design Review and Construction Standards.

9.2.1. General Authority of Declarant and Board of Directors.

To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the Community, an Architectural Review Coordinator ("ARC") appointed by the Declarant shall have the power to enforce architectural control over the improvements constructed within the Community. The ARC shall perform such architectural control, and may regulate the external design, signage, appearance, construction, use and Upkeep of the Property in accordance with Design Guidelines adopted for this purpose. Following the termination of the Declarant Control Period, or at such earlier time as the Declarant may permit, the Board of Directors may promulgate or modify Design Guidelines for the Community and may perform architectural control to the extent permitted in this Declaration of Covenants. The Board of Directors shall have the power to impose reasonable application fees to evaluate any additions or changes to a Dwelling proposed by an Owner; such fees shall constitute a Limited Common Assessment against the affected Owner.

9.2.2. Time for Approval - No Construction Prior to Approval.

The Board shall approve or disapprove plans, specifications and details within fourteen (14) days of receipt thereof. If the Board fails to respond within such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

9.2.3. Authority to Grant Variances.

The Board shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner, but describing the variance and the reasons therefor in a written instrument that shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed lawful.

9.2.4. Authority to Delegate Review Functions.

Following the termination of the Declarant Control Period, the Board of Directors of the Association may designate an individual to be the ARC, or establish an Architectural Review Committee (also to be known as the "ARC"), to coordinate compliance with the Design Guidelines of the Community.



9.2.5. No Liability for Architectural Review.

Neither the Declarant nor the Association nor any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration of Covenants.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES

10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots.

Except as provided in Section 10.1.4 hereof, liability for Common Expense Assessments shall be allocated among the Lots on the following basis: Each Lot has allocated to it an equal share of the total Common Expense Liability described in Section 10.2 hereof.

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 that 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) Common Expenses associated with any Upkeep provided by the Association to a Lot, and any other costs, fees, charges, insurance deductibles or fines imposed or incurred by the Association that are or become 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 constitute Limited Common Assessments.

(b) To the extent that any Common Expense is caused by the negligence or misconduct of any Lot Owner, the Association may, subject to the provisions of the Bylaws, levy a Limited Common Assessment for that expense against the Owner's Lot.

(c) Unless otherwise directed by the Board, any Limited Common Assessment shall be due and payable within thirty (30) days following its imposition.



10.2. Annual Budget - Development and Ratification.

10.2.1. Budget for Common Expenses.

Not less than 45 days prior to 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 that shall estimate the Common Expenses, described generally in the 2.5 hereof, to be paid during such year. The Budget shall also contain provisions for creating, funding and maintaining reasonable reserves for major repairs and replacements of components of the project for which the Association is responsible, capital improvements approved by the membership or required by public authorities, and the amount of any deductible under any insurance policy obtained by the Association. The Budget shall further take into account any expected income and any surplus available from the prior year's operating fund. The income necessary to balance the expenses identified in the Budget shall comprise the Common Expense Assessments to be allocated among the Lots. Reserve funds are subject to statutory requirements described with specificity in the Bylaws.

10.2.2. 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 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 Unit Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. This procedure shall be deemed to govern both general assessments and special assessments. This procedure is more fully described in the Bylaws of the Association.

10.3. Accounts; Commingling Prohibited - Maintained in State.

Amounts collected by the Board of Directors as Assessments against the Lots for operating expenses or Reserves shall be kept in accounts in the name of the Association and shall not be commingled with funds of any other Association, nor with the funds of any Managing Agent or any other person responsible for the custody of such funds. Any reserve funds shall be kept in one or more insured, segregated accounts and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are Officers or Directors of the Association. Accounts in the name of the Association over which a Managing Agent has any control must be maintained in a financial institution located in the State of Washington.

10.4. Surplus Funds.

Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves shall, in the discretion of the Board of Directors, either be paid to the Lot Owners in proportion to their assigned percentages of Common Expense Liability reflected in Section 10.1.1 hereof, or credited to them to reduce their future Common Expense Assessment liability.



10.5. 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 Lot Owner shall continue to pay (with or without notice) a monthly 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.

10.6. 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 the subject Lot subsequent to a sale, transfer or other conveyance of the. 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 other than as provided in Section 10.9.2 hereof. 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.

10.7. Lien for Assessments.

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for each installment thereof as and when it become due.

10.8. Perfection of Lien - Automatic.

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 Project is located.

10.9. Priority of Lien.

10.9.1. 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.



10.9.2. The Association's lien shall also be prior to the mortgages described in subpart (b) of Section 10.9.1 hereof, to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the annual Budget adopted by the Association that would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of a trustee' sale in a nonjudicial foreclosure by a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract.

10.10. 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.

10.11. 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.

10.12. Rent Subject to Lien for Assessments- Other Remedies for Nonpayment.

10.12.1. Rent Payable to Association Upon Default of Owner.

If a Lot is rented or leased by its Owner, and if the Owner becomes delinquent in the payment of assessments for more than 90 days, the Association may collect the delinquent amount from the tenant, who shall pay over to the Association so much of the rent for such Lot as is required to pay such delinquency, plus interest, attorneys' fees and other costs of collection. In order to avail itself of the remedy contained in this Subsection, the Association shall first send a notice jointly to the Owner and the Tenant by First Class U.S. Mail, advising both parties [a] of the Owner's delinquency in assessments [b] of the tenant's obligations under this Subsection of the Declaration, and [c] notifying both parties that if such delinquency is not cured within ten (10) days of mailing, the tenant must commence paying rent to the Association until the delinquency has been cured. The tenant shall not have the right to question payment to the Association, and such payment shall discharge both the tenant's duty to pay rent to the Lot Owner and the Lot Owner's obligation to pay assessments, *pro tanto*. The Association shall not resort to this remedy where a receiver has been appointed and is collecting such rents, as provided immediately below in Section 10.10.2.

10.12.2. Association Entitled to Appointment of Receiver.

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 Lot as and when due. If the rent 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. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

10.13. Remedies Cumulative.

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

ARTICLE XI

INSURANCE MATTERS

11.1. Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors. The name of the insured under any such policy shall be "Zoey's Place Community Association."

11.2. Deductible.

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

ARTICLE XII

CONDEMNATION

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

ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

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



13.2. Enforcement by Association.

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

13.3. Legal Proceedings.

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

13.4. Costs and Attorney's Fees.

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

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 that 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 a Lot shall be deemed to be bound by all portions of the Governing Documents that are binding upon the Owner. 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, in a hearing held pursuant to 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. The Association shall not resort to this remedy unless the Owner of the Lot occupied by such tenant has failed and refused to take steps designed to cure the tenant's violation(s) within sixty (60) days following notice from the Association to the Owner of the necessity for such curative action.

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

15.1. Attendance at Meeting.

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

15.2. Inspection of Books and Records.

The Association shall maintain current copies of the Declaration of Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, along with other books and records and financial statements. The Association shall permit any Mortgagee or its authorized agent to inspect the books and records of the Community Association during normal business hours.



ARTICLE XVI

EASEMENTS AND SPECIAL DECLARANT RIGHTS

16.1. Easements for Lots, Lot Owners and Association Functions.

16.1.1. General Provisions Applicable to Article XVI.

The easements that are described in this Article XVI are intended to be perpetual and appurtenant to the Lots in the Community, variously benefitting and burdening the Lots as hereinafter described.

16.1.2. Easements for Lots - For Support and For Ingress, Egress and Utilities.

Each Lot has granted and reserved to it an easement in and through each other Lot for lateral and/or subjacent support. Each Lot also has granted and reserved to it an easement in and through other Lots within the Community, for purposes of ingress, egress and utilities. Specifically, such easements for ingress, egress and utilities lie within, on, over, under and across the Driveway Area easements that are described elsewhere in this Declaration of Covenants and that are depicted on the Plat Map.

16.1.3. Easement for Association Functions.

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

16.1.4. Easements for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Common Areas of the Community for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, conduits and/or other facilities and equipment designed to provide utilities of any type, whether public or private. 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 installed by Declarant or permitted by the Declarant in easements granted to utility providers, or where approved by resolution of the Board of Directors. See the Plat Map for further details.

16.2. Easements Shown on Plat Map.

16.2.1. General Provisions.

Newly-created easements shown on the Plat Map are hereby confirmed. Any easement shown on the Plat Map that benefits one or more Lots in the Community, or that 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.



16.2.2. Easement for Neighboring Property Owner.

An easement by prescription has been established over portions of Lot 6 in favor of the adjoining property lying immediately southerly thereof, in a decision of the Superior Court for Skagit County, Washington in Civil Cause No.09-2-02496-3; said decision has been recorded among the Land Records of Skagit County, Washington, at Auditor's File No. 201101120055. According to this decision, the easement permits the adjoining property owner to construct, repair and maintain the garage and barn constructed on the adjoining property, in the area between the garage and barn and the "as-built fence" constructed on the common boundary between Lot 6 and the adjoining property "and access thereto at both ends of the buildings." The "as-built fence" referred to in such decision was subsequently rebuilt so as to permit the required "access thereto" described in the decision. The fence now lies within the Property of the Community rather than upon the common boundary between the two properties described in the decision.

16.3. Easement for Emergency Access.

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

16.4. 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.

16.5. Special Declarant Rights.

16.5.1. 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 16.5.2 below. The Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for all such purposes.

16.5.2. 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 or Director of the Association or any member of any Committee, or to veto or disapprove any proposed action of the Association, for a period of time not to exceed seven (7) years from the date of this Declaration of Covenants, subject to the following limitations: The Declarant Control Period shall terminate sixty days after conveyance of one hundred percent of the Lots that 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.

16.5.3. 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" that 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. Consent of Benefitted Owner Required to Alter Easement Rights.

No amendment to the Declaration of Covenants, the object of which is to alter any easement rights granted or reserved herein, shall be valid absent the consent of the Owner of any Lot benefitted by the easement.

17.3. 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 contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

17.4. 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 the President or Secretary of the Association, or to its Registered Agent. Notice also may be provided to any person in any manner permitted by statute.

18.1.2. New Lot Owners must supply their names and addresses, telephone numbers and, if so desired in order to receive notices from the Association, e-mail addresses, to the Secretary of the Association promptly after conveyance.

18.2. Severability.

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

18.3. No Right of First Refusal.

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

18.4. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 28th day of February, 2013.

DECLARANT:
WHATCOM SKAGIT HOUSING, a Washington
Nonprofit Corporation

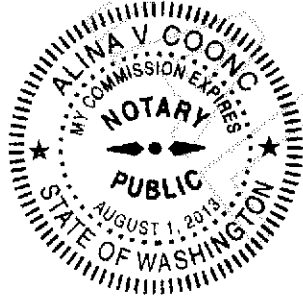
By: 
NANCY LARSEN, Its Executive Director



STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I hereby certify that I know or have satisfactory evidence that NANCY LARSEN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Declarant WHATCOM SKAGIT HOUSING, a Washington Nonprofit Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 23, 2013.



Alina V. Coonc
NOTARY PUBLIC for the State of
Washington. My Commission
expires 02/01/2013



201303080036

Skagit County Auditor

EXHIBIT "A"

STORM-WATER SYSTEM OPERATIONS AND MAINTENANCE PLAN



201303080036

Skagit County Auditor

Zoey's Place Plat

Sedro Woolley, Washington

Operation and Maintenance Plan

For

Stormwater Facilities
Maintained and Owned
By Homeowners Association
(January 31, 2013)



201303080036

Skagit County Auditor

The Homeowners Association owned, common stormwater facilities within the Zoey's Place Plat include:

- 1) *All drains, storm sewers, and catch basins located within the legal boundaries of the plat.*
- 2) *The stormwater detention pond located within the legal boundaries of the plat. The stormwater facilities include fencing, access gates, gravel access road, emergency overflow spillways, and the control structure manhole.*

The homeowners association shall have designated personnel or contract with qualified contractors to prepare, regularly update, and implement operation and maintenance requirements and maintain records for the private stormwater facilities.

The components of the stormwater conveyance system are designed to operate with a minimum of maintenance. However, some maintenance will be required. This document provides a description of these components and maintenance activities which should be followed.

Copies of the completed checklist should be completed no less than annually, and submitted the City of Sedro-Woolley for their records. *(The City of Sedro-Woolley has reserved the right but not the obligation to perform work that is necessary to maintain the drainage system that has not been performed by the association, and recover any and all costs so incurred by the City from the owners of lots 1-8.)*

Attached is DOE Manual maintenance information; Volume V, section 4.6, pages 4-30 thru 4-38, as an appendix to this plan.



201303080036

Skagit County Auditor

Pond Maintenance Inspection Checklist

Date _____ Inspected By _____

Plat Name _____

Fence/Gate/Lock

1- Fence/Gate/Lock in good condition (Yes/No/NA)

2- LF and area of fence damage _____

Signage

1- All required signage in place (Yes/No/NA)

2- All required signage in good condition (YES/No/NA)

Trash/Debris

1- Excessive trash/debris in pond (Yes/No)

Erosion

1- Is there any noticeable erosion along pond berm and/or at the inlet/outlet?
emergency overflow

Tree/Plant Growth

1- Are there any noticeable dangerous trees either inside or outside of the pond?
fenced area (Yes/No/NA)

2- Are there any noticeable trees or plants growing which may impact the pond?
facility (Yes/No/NA)

Catch Basins/Control Structure

1- Clean out control gate functioning properly (Yes/No/NA)

2- Any evidence of pollutants within the pond, control structure, or catch basins
(Yes/No/NA)

3- Orifice in control structure clear of debris (Yes/No/NA)

4- Locking lids fastened down properly (Yes/No/NA)

5- Any noticeable damage to control structure or catch basins (Yes/No/NA)

6- Control structure and catch basins cleaned of all debris (Yes/No/NA)

Pipes

1- All pipes cleaned of silts/sediments and debris. Pipe inlets and outlets
noticeably working (Yes/No/NA)

Access Road

1- Does access road need any repair and/or gravel replaced (Yes/No/NA)



Detailed list of all deficiencies and/or repairs noted below;

Detailed list of all deficiencies and/or repairs noted below;

THE
COPY
RIGHT
DOCS

4.6 Maintenance Standards for Drainage Facilities

The facility-specific maintenance standards contained in this section are intended to be conditions for determining if maintenance actions are required as identified through inspection. They are not intended to be measures of the facility's required condition at all times between inspections. In other words, exceedence of these conditions at any time between inspections and/or maintenance does not automatically constitute a violation of these standards. However, based upon inspection observations, the inspection and maintenance schedules shall be adjusted to minimize the length of time that a facility is in a condition that requires a maintenance action.

Table 4.5 – Maintenance Standards

No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash & Debris	Any trash and debris which exceed 5 cubic feet per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size garbage can). In general, there should be no visual evidence of dumping. If less than threshold all trash and debris will be removed as part of next scheduled maintenance.	Trash and debris cleared from site.
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public. Any evidence of noxious weeds as defined by State or local regulations. (Apply requirements of adopted IPM policies for the use of herbicides).	No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department) Complete eradication of noxious weeds may not be possible. Compliance with State or local eradication policies required
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants (Coordinate removal/cleanup with local water quality response agency).	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department; coordinate with Ecology Dam Safety Office if pond exceeds 10 acre-feet.)



No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
	Beaver Dams	Dam results in change or function of the facility.	Facility is returned to design function. (Coordinate trapping of beavers and removal of dams with appropriate permitting agencies)
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site. Apply insecticides in compliance with adopted IPM policies
	Tree Growth and Hazard Trees	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access or maintenance, do not remove If dead, diseased, or dying trees are identified (Use a certified Arborist to determine health of tree or removal requirements)	Trees do not hinder maintenance activities. Harvested trees should be recycled into mulch or other beneficial uses (e.g., alders for firewood). Remove hazard Trees
Side Slopes of Pond	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted berm embankment.	Slopes should be stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction. If erosion is occurring on compacted berms a licensed civil engineer should be consulted to resolve source of erosion.
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth unless otherwise specified or affects inletting or outletting condition of the facility.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Liner (If Applicable)	Liner is visible and has more than three 1/4-inch holes in ft.	Liner repaired or replaced. Liner is fully covered.



201303080036

Skagit County Auditor

3/8/2013 Page 41 of 48 9:42AM

No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pond Berms (Dikes)	Settlements	Any part of berm which has settled 4 inches lower than the design elevation. If settlement is apparent, measure berm to determine amount of settlement. Settling can be an indication of more severe problems with the berm or outlet works. A licensed civil engineer should be consulted to determine the source of the settlement.	Dike is built back to the design elevation.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue. (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.	Piping eliminated. Erosion potential resolved.
Emergency Overflow/ Spillway and Berms over 4 feet in height.	Tree Growth	Tree growth on emergency spillways creates blockage problems and may cause failure of the berm due to uncontrolled overtopping. Tree growth on berms over 4 feet in height may lead to piping through the berm which could lead to failure of the berm.	Trees should be removed. If root system is small (base less than 4 inches) the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed civil engineer should be consulted for proper berm/spillway restoration.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue. (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.	Piping eliminated. Erosion potential resolved.
Emergency Overflow/ Spillway	Emergency Overflow/ Spillway	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. (Rip-rap on inside slopes need not be replaced.)	Rocks and pad depth are restored to design standards.
	Erosion	See "Side Slopes of Pond"	



201303080036

Skagit County Auditor

3/8/2013 Page 42 of 48 9:42AM

No. 2 – Infiltration

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash & Debris	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
	Poisonous/Noxious Vegetation	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
	Contaminants and Pollution	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
	Rodent Holes	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
Storage Area	Sediment	Water ponding in infiltration pond after rainfall ceases and appropriate time allowed for infiltration. (A percolation test pit or test of facility indicates facility is only working at 90% of its designed capabilities. If two inches or more sediment is present, remove).	Sediment is removed and/or facility is cleaned so that infiltration system works according to design.
Filter Bags (if applicable)	Filled with Sediment and Debris	Sediment and debris fill bag more than 1/2 full.	Filter bag is replaced or system is redesigned.
Rock Filters	Sediment and Debris	By visual inspection, little or no water flows through filter during heavy rain storms.	Gravel in rock filter is replaced.
Side Slopes of Pond	Erosion	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
Emergency Overflow Spillway and Berms over 4 feet in height.	Tree Growth	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
	Piping	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
Emergency Overflow Spillway	Rock Missing	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
	Erosion	See "Detention Ponds" (No. 1).	See "Detention Ponds" (No. 1).
Pre-settling Ponds and Vaults	Facility or sump filled with Sediment and/or debris	6" or designed sediment trap depth of sediment.	Sediment is removed.



201303080036
Skagit County Auditor

3/8/2013 Page 43 of 48 9:42AM

No. 3 – Closed Detention Systems (Tanks/Vaults)

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Storage Area	Plugged Air Vents	One-half of the cross section of a vent is blocked at any point or the vent is damaged.	Vents open and functioning.
	Debris and Sediment	Accumulated sediment depth exceeds 10% of the diameter of the storage area for 1/2 length of storage vault or any point depth exceeds 15% of diameter. (Example: 72-inch storage tank would require cleaning when sediment reaches depth of 7 inches for more than 1/2 length of tank.)	All sediment and debris removed from storage area.
	Joints Between Tank/Pipe Section	Any openings or voids allowing material to be transported into facility. (Will require engineering analysis to determine structural stability).	All joint between tank/pipe sections are sealed.
	Tank Pipe Bent Out of Shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape. (Review required by engineer to determine structural stability).	Tank/pipe repaired or replaced to design.
	Vault Structure Includes Cracks in Wall, Bottom, Damage to Frame and/or Top Slab	Cracks wider than 1/2-inch and any evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determines that the vault is not structurally sound. Cracks wider than 1/2-inch at the joint of any inlet/outlet pipe or any evidence of soil particles entering the vault through the walls.	Vault replaced or repaired to design specifications and is structurally sound. No cracks more than 1/4-inch wide at the joint of the inlet/outlet pipe.
Manhole	Cover Not in Place	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole 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 (may not apply to self-locking lids).	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, not securely attached to structure wall, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Catch Basins	See "Catch Basins" (No. 5)	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



No. 4 – Control Structure/Flow Restrictor

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.
Manhole	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).
Catch Basin	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



201303080036

Skagit County Auditor

No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
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.	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.



No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Contamination and Pollution	See "Detention Ponds" (No. 1).	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.

No. 6 – Debris Barriers (e.g., Trash Racks)

Maintenance Components	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier cleared to design flow capacity.
Metal	Damaged/ Missing Bars.	Bars are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Barrier replaced or repaired to design standards.
	Inlet/Outlet Pipe	Debris barrier missing or not attached to pipe	Barrier firmly attached to pipe



No. 7 – Energy Dissipaters

Maintenance Components	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
External:			
Rock Pad	Missing or Moved Rock	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil.	Rock pad replaced to design standards.
	Erosion	Soil erosion in or adjacent to rock pad.	Rock pad replaced to design standards.
Dispersion Trench	Pipe Plugged with Sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed so that it matches design.
	Not Discharging Water Properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench redesigned or rebuilt to standards.
	Perforations Plugged.	Over 1/2 of perforations in pipe are plugged with debris and sediment.	Perforated pipe cleaned or replaced.
	Water Flows Out Top of "Distributor" Catch Basin.	Maintenance person observes or receives credible report of water flowing out during any storm less than the design storm or its causing or appears likely to cause damage.	Facility rebuilt or redesigned to standards.
	Receiving Area Over-Saturated	Water in receiving area is causing or has potential of causing landslide problems.	No danger of landslides.
Internal:			
Manhole/Chamber	Worn or Damaged Post, Baffles, Side of Chamber	Structure dissipating flow deteriorates to 1/2 of original size or any concentrated worn spot exceeding one square foot which would make structure unsound.	Structure replaced to design standards.
	Other Defects	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).

