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Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR - 6 2020

Amount Paid \$
Skagit Co. Treasurer
By *HB* Deputy

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

Referenced Docs: 201906240189

Grantor (s) GRANITE HOLDINGS, L.L.C., a Washington limited liability company
ARBOR GLEN ESTATES, L.L.C., a Washington limited liability company
RUBICON DEVELOPMENT, a Washington limited liability company
ARBOR GLEN OWNERS ASSOCIATION a Washington non-profit
corporation

Grantee (s) THE PUBLIC
GRANITE HOLDINGS, L.L.C., a Washington limited liability company
ARBOR GLEN ESTATES, L.L.C., a Washington limited liability company
RUBICON DEVELOPMENT, a Washington limited liability company
ARBOR GLEN OWNERS ASSOCIATION a Washington non-profit
corporation

Abbreviated Legal: Lots 1-19, Tracts 994-999, Plat of Arbor Glen

Additional Legal on page(s): SEE Exhibit A

Assessor's Tax Parcel Nos.:

P134742	P134747	P134752	P134757	P134762
P134743	P134748	P134753	P134758	P134763
P134744	P134749	P134754	P134759	P134764
P134745	P134750	P134755	P134760	P134765
P134746	P134751	P134756	P134761	P134766

RECITALS:

A. The undersigned Declarant is the Owner in fee simple of the real property located in the County of Skagit, State of Washington legally described on attached Exhibit "A."

B. Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement of the Subdivision and to provide for the formation of a community association in the form of a nonprofit corporation, which includes as its

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members those persons who own any Lot within the Subdivision.

ARTICLE I DECLARATION

Pursuant to the Washington Uniform Common Interest Ownership Act, RCW 64.90, hereinafter referred to as "**the Governing Law**", for the purpose of submitting the Property, hereinafter described to the provisions of the Governing Law, GRANITE HOLDINGS, LLC, a Washington limited liability company, herein referred to as "**Declarant**", makes this Declaration.

This Declaration of Covenants states covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the real property within the Community mutually beneficial to all of the Lots within the Community, consistent with the covenants and conditions of the Plat. The covenants, conditions, restrictions, reservations and plan, including without limitation the statutory lien for Assessments described below, that may be foreclosed by the Association nonjudicially under the Power of Sale granted herein, are binding upon all real property within the Community and upon each such Lot created therein as a parcel of realty and upon its Owners and their heirs, personal representatives, family members and other Occupants, guests, invitees, tenants, licensees, successors and assigns, through all successive transfers of a Lot or of any other part of the Property, irrespective of whether specifically referred to in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of Lots under security instruments, or of any forfeitures, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any parcel created by this Declaration, that this Declaration, together with the Map, referred to herein, covenants, conditions, restricts and reserves a common plan for the development mutually beneficial to all of the Lots, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Property and upon each Lot as a parcel of realty, and upon its Lot Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any Security Interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments.

That certain Declaration of Covenants, Conditions, Easements and Restrictions recorded June 24, 2019 under Skagit County Auditor's File Number 201906240189 is hereby amended, superseded, replaced and restated as provided in this document.

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ARTICLE II DEFINITIONS

- 2.1 "Allocated Interest" means the allocation of interest in the Common Elements, the Common Expense Liability and Voting.
- 2.2 "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) regular and special Assessments for Common Expenses and Specially Allocated Assessments for other expenses, charges, or fines imposed and levied by the Association; (b) interest and late charges on any delinquent account; and (c) all costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Lot Owner's account.
- 2.3 "Association" or "Lot Owners' Association" means the Arbor Glen Owners' Association that is described in Article VI.
- 2.4 "Board" means the body with the primary authority to manage the affairs of the Association, as provided in RCW 64.90.410(1).
- 2.5 "Bylaws" means the bylaws of the Association as amended from time to time.
- 2.6 "City" means the City of Sedro Woolley.
- 2.7 "Common Elements" means all portions of the Community other than the Lots, more particularly described in Article V.
- 2.8 "Common Expense" means any expense of the Association, including allocations to reserves, allocated to each Lot in accordance with Common Expense Liability.
- 2.9 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to the Governing Law and Article IX of this Declaration.
- 2.10 "Community" means all the Property, with all the improvements constructed therein, and all other institutions and things serving the Lots and Lot Owners therein governed by the Association. This Community is a Plat Community as defined in the Governing Law.
- 2.11 "Declarant" means Granite Holdings, LLC, a Washington limited liability company, and any Successor Declarant or any Person specifically defined as a Declarant at RCW 64.90.010(17).

2.12 "Declarant Control" means the right of the Declarant or Persons designated by the Declarant to appoint and remove officers and members of the Board or to veto or approve a proposed action of the Board or Association pursuant to this Declaration and RCW 64.90.415(1)(a). Rights of Declarant Control are separate and distinct from Special Declarant Rights to control any construction, design review, or aesthetic standards committee or process.

2.13 "Declaration" means this document, which creates the Community by setting forth the information required by Governing Law, and any amendments to this document.

2.14 "Development Rights" means any right or combination of rights reserved by the Declarant in the Declaration: (a) to add real property or improvements to the Community; (b) to create Lots, Common Elements, or Limited Common Elements within real property included in or added to the Community; (c) to subdivide or combine Lots or convert Lots into Common Elements; (d) to withdraw real property from the Community; or (e) to reallocate Limited Common Elements with respect to Lots that have not been conveyed by the Declarant. Development rights are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant. In this Community, Development rights are described in Subsection 3.3 below.

2.15 "Electronic transmission" or "electronically transmitted" means any electronic communication (a) not directly involving the physical transfer of a Record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

2.16 "Eligible Mortgagee" means the holder of a Security Interest on a Lot that has filed with the secretary of the Association a written request that it be given copies of Notices of any action by the Association that requires the consent of mortgagees.

2.17 "Foreclosure" means a statutory forfeiture or a judicial or nonjudicial foreclosure of a Security Interest or a deed or other conveyance in lieu of a Security Interest.

2.18 "Governing Documents" means this Declaration, the Plat Map, Bylaws, any Rules adopted by the Board, and any amendments to any such instruments.

2.19 "Governing Law" means the Washington Uniform Common Interest Ownership Act (Chapter 64.90 RCW) or any successor statute, and any amendments thereto.

2.20 "Lot" means a physical portion of the Community that is created by a municipal subdivision process pursuant to RCW 58.17 and applicable Ordinance that is designated for separate ownership; the term "Lot" is intended to be coextensive with the term "Unit" as defined in the Governing Law, unless the context clearly evidences a different intent.

2.21 "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 and not the vendor of a Lot under a real estate contract.

2.22 "Manager" or "Managing Agent" shall mean a natural person or business entity regularly engaged in the business of managing common interest communities.

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

2.24 "Notice" means a notice provided under the provisions of RCW 64.90.515.

2.25 "Occupant" means a natural Person lawfully occupying any portion of any Lot; the term includes without limitation Lot Owners, and family members, employees and tenants of Lot Owners.

2.26 "Ordinance" or "the Subdivision Ordinance" means the municipal code authorizing the creation of this Community in the City of Sedro Woolley, along with any administrative regulations and decisions implementing the same. The term includes any changes, revisions, substitutions and/or deletions in such law or regulations which may exist from time to time.

2.27 "Person" means an individual, corporation, business trust, estate, the trustee or beneficiary of a trust that is not a business trust, partnership, limited liability company, association, joint venture, public corporation, government, or governmental agency or instrumentality, or any other legal entity.

2.28 "Plat Map" means the recorded final Plat Map entitled Plat of Arbor Glen and any subsequent amendments thereof.

2.29 "Property" means the real property legally described on Exhibit "A" attached hereto and incorporated herein. The Property will also include such additions to the property which may hereafter be brought within the jurisdiction of the Association.

2.30 "Purchaser" means any Person, other than the Declarant or a dealer as defined in the Governing Law, who or which by means of a voluntary transfer acquires a legal or

equitable interest in a Lot other than as security for an obligation.

2.31 "Qualified Financial Institution" means a bank, savings association, or credit union the deposits of which are insured by the federal government with a branch located in Skagit County.

2.32 "Record," used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

2.33 "Residence" means a residential structure built upon any Lot for separate ownership and intended to serve as a personal residence.

2.34 "Residential Purposes" means use for dwelling and human habitation, and for reasonable social, recreational or other uses normally incident to such purposes.

2.35 "Rule" means a policy, guideline, restriction, procedure, or regulation adopted by the Association, however denominated, that is not set forth in the Declaration and that governs the conduct of Persons or the use or appearance of the Property.

2.36 "Security Interest" means an interest in real estate or personal property, created by contract or conveyance that secures payment or performance of an obligation and includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

2.37 "Special Declarant Rights" means rights that are reserved for the benefit of the Declarant to: (a) Complete any improvements indicated on the Plat Map or described in the Declaration or the public offering statement pursuant to RCW 64.90.610(1)(h); (b) Exercise any development right; (c) Maintain sales offices, management offices, signs advertising the Community, and models; (d) Use easements through the Common Elements for the purpose of making improvements within the Community or within real estate that may be added to the Community; (e) Make the Community subject to a Master Association; (f) Merge or consolidate the Community with another common interest community; (g) Appoint or remove any officer or Board member of the Association or any master association or to veto or approve a proposed action of the Board or Association, pursuant to RCW 64.90.415(1); (h) Control any construction, design review, or aesthetic standards committee or process; (i) Attend meetings of the Lot Owners and, except during an executive session of the Board; and j) Have access to the records of the Association to the same extent as a Lot Owner. In this Community, Special Declarant Rights that have been reserved by the Declarant are described in

Article III hereof.

2.38 "Specially Allocated Expense" means any expense of the Association, including allocations to reserves, allocated to some or all of the Lot Owners and assessable against their respective Units pursuant to RCW 64.90.480(4) through (8).

2.39 "Specially Allocated Assessment" means an Assessment made or deemed to be made by the Association against Lots to which Specially Allocated Expenses are allocated under this Declaration.

2.40 "Stormwater Facilities" means those facilities used for the transmission, conveyance, treatment and detention of stormwaters, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Subdivision.

2.41 "Structure" means any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailbox, rockery or the like.

2.42 "Tract" means any parcel of real property within the boundaries of the Subdivision not consisting of a Lot, and not dedicated to the City of Sedro Woolley.

2.43 "Transition Meeting" means the meeting of the Association held pursuant to RCW 64.90.415(4) to terminate any period of Declarant Control.

2.44 "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is necessary to maintain property in a decent, safe and sanitary condition, in keeping with standards established in the Governing Documents of the Community.

2.45 "Vote(s)" means the voting power equal to each Lot's Allocated Interest set forth in this Declaration.

2.46 "Writing" and "written" means embodied in a tangible medium and does not include an electronic transmission.

ARTICLE III

DESCRIPTION OF PROJECT, DEVELOPMENT PLAN, DEVELOPMENT RIGHTS & SPECIAL DECLARANT RIGHTS

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3.1 Development Plan.

3.1.1 General Details. Community has been developed in accordance with the permits and approvals ("Development Plan"), including the Plat File SW2017-330 approved by the City of Sedro Woolley on June 20, 2019. The Community is a subdivision consisting of 18 single family residential lots, one commercial lot and 6 tracts owned by the Association.

3.1.2 Continued Consistency with Development Plan Required. All further use and development of the Property in this Community shall be consistent with the Ordinance and with such Development Plan, as it may be amended at the sole discretion of the Declarant, and conditions of approval for the Plat of Arbor Glen.

3.2 Community Attributes.

3.2.1 Project Type. This Community contains Lots generally designed for Residential or Commercial Purposes, as described with greater particularity in Subsection 3.1 and Article IV, and VIII.

3.2.2 Common Amenities. The principal common amenities include six (6) tracts shown on the Plat Map as Tracts 994-999, inclusive.

3.2.3 Marketing of Parcels by Declarant. In connection with Declarant's intended plan of development, Declarant reserves for itself or subsequent Lot Owners, the right to maintain a sales office on a Lot to be designated by the Declarant for the primary purpose of managing construction and/or selling or reselling Lots and/or use as management offices. The Declarant also reserves the right to post marketing signs advertising the availability of Lots. The Declarant shall have the rights reserved herein so long as the Declarant owns Lots or owns any portion of the Property.

3.3 Development Rights.

3.3.1 Description. Pursuant to RCW 64.90.225(1)(g), the Declarant reserves Development Rights that are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant, as follows:

3.3.1.1 The right to add infrastructure and improvements to the Community. This includes but is not limited to infrastructure, utilities, and other improvements.

3.3.1.2 The right to create Lots and Common Elements.

3.3.1.3 The right to subdivide or combine Lots and/or relocate their common boundaries or to convert Lots into Common Elements.

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3.3.1.4 The right to reserve any easements deemed necessary by the Declarant.

3.3.1.5 In particular, the Declarant reserves rights to expand the number of Lots used for Residential Purposes within the Community. At any time within the period specified in Section 3.3.3 hereof, the Declarant may also create additional Common Elements, or relocate existing common facilities within the Community.

3.3.2 Procedure for Exercise. The following procedures govern the exercise of Development Rights:

3.3.2.1 General Procedure. To exercise any reserved Development Right, the Declarant must prepare, execute, and record an amendment to the Declaration. In addition, the Declarant must obtain City of Sedro Woolley approval for and record a final plat for any additional Lots or Tracts that may be created. The Declarant is the Unit Owner of any Lots created.

3.3.3 Time Limits and other Limitations on Development Rights. The Declarant may exercise the Development Rights described in subsection 3.3.1 within fifteen (15) years from the date of the conveyance by the Declarant of the first Lot to a Purchaser or until a date that is 180 days following the sale to Purchaser of the last Lot in the Community, whichever first occurs. Declarant may commence construction of any improvements relating to such Development Rights at any time prior thereto, under the Special Declarant Rights reserved in Section 3.4.

3.3.4 Sequence of Exercise of Rights. The Development Rights described in subsection 3.3.1 may be exercised, at any time, at different times and in any order, without further assurances or limitation of any sort, either in all or in any portion of the Property subject to such rights.

3.4 Special Declarant Rights.

Pursuant to RCW 64.90.225(1)(g), 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 or described in the Declaration; to exercise any Development Right under Subsection 3.3.1 hereof (or any other provision); to maintain sales offices, management offices, signs advertising the Community, and model homes within the Common Elements and unsold Lots, to use easements through the Common Elements for the purpose of making improvements within the Community; to make the Community subject to a master association; to merge or consolidate the Community with

another community; to attend Meetings of the Unit Owners and, except during an executive session, the Board; to have access to the records of the Association to the same extent as a Unit Owner; and to appoint or remove any officer or Board member of the Association or to veto or approve a proposed action of the Board or Association or any master association during the Declarant Control Period described in this Declaration. A failure by the Declarant to veto or approve any such proposed action within thirty (30) days after receipt of written Notice of the proposed action shall be deemed to constitute approval thereof by the Declarant. Except with respect to the right to exercise Development Rights, which is governed by Subsection 3.3. hereof, or as limited in this Declaration with respect to Declarant Control, Special Declarant Rights shall terminate Fifteen (15) years from the date of the conveyance of the first Lot in the Community to a purchaser other than the Declarant.

3.4.1 Time Limits on the Exercise of Special Declarant Rights. Except with respect to the rights of Declarant Control of the Association, Special Declarant Rights shall terminate upon the sale to a Purchaser of the last Lot that may be created in the Community, or fifteen (15) years from the date of the conveyance of the first Lot in the Community to a Purchaser, whichever is earlier.

ARTICLE IV

LOTS, RESIDENCES, AND OTHER STRUCTURES

4.1 Number and Location of Lots.

4.1.1 Initial Lots. The Community consists of eighteen (18) Residential Lots, one (1) Commercial Lot and six (6) Common Element Tracts. The locations and dimensions of the Lots and Tracts are shown on the Plat Map.

4.2 Initial Construction of Improvements within Lots. The Declarant may sell unimproved Lots without Residences located thereon. The Declarant may also construct Residences on Lots prior to sale. Construction of Residences and other Structures on Lots may be done by individual Lot purchasers. As provided in greater detail below, any addition, alteration or improvement upon any Lot shall be consistent with the Declarant's original scheme and shall be constructed in accordance with the building code and other ordinances of the City.

4.3 Subdivision and Combination of Lots.

4.3.1 Subdivision of Lots Prohibited. Subdivision of Lots is prohibited in this Community, except (a) when occurring through an exercise of Development Rights, or (b) when the Lot Owner of any Lot that has been previously combined with another Lot, or

that has had its common boundary adjusted with another, later desires to cause such adjustment to be reversed with the consent of the Owner(s) of any other Lot(s) affected thereby, in the manner provided in the Governing Law and the Subdivision Ordinance.

4.3.2 Combination of Lots. Two or more Lots may be combined into a lesser number of Lots upon application to the Association by the Owners of those Lots and upon approval by the Board pursuant to this Section 4.3, followed by approval by the City under its Subdivision Ordinance. The application to the Board must include plans showing the relocated boundaries, a reallocation of the Allocated Interests of the Lots being combined among the Lots resulting from the combination, and such other information as the Board may require. Unless the Board determines, after receipt of all required information, that the reallocations are unreasonable or that the proposed boundary relocation does not comply with the Declaration, RCW 64.90.265 and other provisions of law, the Board shall approve the application, subject to approval by the City. Following receipt of approval by the City, the Board shall prepare any amendments to the Declaration and Plat required under the requirements of Subsection 4.3.3.

4.3.3 Amendments to Declaration and Plat. In any circumstance permitted in this Section 4.3, the Association shall (i) prepare an amendment to the Declaration that identifies the Lot(s) involved, assigns an identifying number to each resulting Lot, is executed by those Lot Owners and the Association, contains words of conveyance between them, and reallocates the Allocated Interests for Common Expense Liability formerly allocated to the Lot from which a combination was derived to the new Lot or, if two or more Lots are derived from such combination, among the new Lots in any reasonable manner prescribed by such Owners or on any other basis the Declaration requires; since voting rights are equally allocated among the Lots, each resulting combined Lot will have only one vote. The Declaration Amendment shall be recorded in the name of the grantor, the grantee and the Association as appropriate and as required under RCW 64.90.285(3), in the Office of the Skagit County Auditor; and (ii) obtain and record the amendment to the Plat approved by the City, showing the altered boundaries between adjoining Lots and their dimensions and identifying numbers. The amendments are effective upon recording.

4.3.4 Costs to be assessed to affected Lot Owners. All costs, including reasonable attorneys' fees, incurred in preparing and recording amendments to the Governing Documents shall be paid to the Association by the Owners of the affected Lots prior to recordation of the required amendments to the Governing Documents.

4.3.5 Payment of Other Fees or Charges. The Association may require payment to the Association of a one-time fee or charge, or continuing fees or charges, payable by the Lot Owners on whose behalf the boundaries are relocated, if reasonably necessary to protect the interests of the Association and its other Members.

4.4 Upkeep of Lots and Residences.

4.4.1 Owners' General Responsibility. Each Lot Owner, at his or her sole expense, shall have the right and the duty of Upkeep of their Lot and the Residence, along with landscaping, vegetation and other improvements erected within the Lot, and any equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior and exterior maintenance, repair and replacement at any time necessary to maintain the good appearance and condition of such Property. The landscaping on the Lot shall be maintained in a neat and orderly condition, and any lawns shall be regularly mowed. All portions of the Lot shall be maintained free of refuse, debris or abandoned vehicles or any other unsightly conditions. Lot Owners shall remove invasive species upon the request of the Association. This Section shall not be construed as permitting any interference with or damage to the structural integrity of either the Common Elements or of any other Lot, nor shall it be construed to limit the powers or obligations of the Association hereunder.

4.4.1.1 In addition, the Lot Owner shall be responsible for the Upkeep of any property within the City right of way adjacent to their Lot that is not improved for public purposes, including any lawn, landscaping and trees, such areas shall be maintained consistent with the above Lot standards.

4.4.2 Upkeep by Association. If Upkeep to portions of a Lot for which the Owner is responsible, is reasonably necessary, in the opinion of the Board, to protect the Common Elements or to preserve the appearance and value of the Community, and the Owner of said Lot has failed or refused to perform said maintenance or repair as required by this Declaration, within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, the Association may, but is not obligated, to perform such Upkeep, provided no breach of the peace is likely to ensue. The costs of such Upkeep shall constitute a Specially Allocated Assessment against such Lot.

4.4.3 Association's Responsibility. Subject to the provisions of Section 10 hereof, the Association shall have primary responsibility to provide Upkeep to any portions of all the Lots in the Community that the Association, by resolution adopted by its members at a duly constituted Meeting, may hereafter elect to maintain, or as to which an individual Lot Owner may request from the Association.

4.5 Construction on Lots.

4.5.1. No Deviation from Plans - Noncompliance Deemed a Nuisance. Any person obtaining approval of the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person. All construction within a Lot shall require all necessary governmental permits prior to commencing construction. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board, then the application shall be executed on behalf of the Association, without incurring any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom. The Lot Owner shall not deviate from the plans and specifications approved by the City on construction. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall constitute a nuisance and shall be removed or altered to conform to the Governing Documents by the Lot's Owner within thirty days after delivery of notice of the violation to the Owner by the ARC at the Owner's expense.

4.5.2. Time for Completion. Construction of all Improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of a Residence shall be twelve months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until the Structure is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped.

4.5.3. Landscaping Installation. Landscaping shall be maintained in conformance with standards established by the Board of Directors.

4.5.4. Paint Colors. All exterior paint colors for improvements to Lots shall be approved by the ARC or its designee. The ARC may publish a list of acceptable paint colors, at its discretion. In general, colors of moderate tones are preferred for primary surfaces. Acceptable colors will include neutrals and earth tones. Excluded tones would include colors described as bright, neon, or vibrant. Secondary surfaces such as trim and doors may be of either complimentary or contrasting color.

4.5.5. Mobile Homes. No mobile homes or manufactured homes are allowed in the Subdivision.

4.5.6. Temporary structures, as reasonably necessary, may be erected in connection with construction activities associated with the original construction of Residences within the Community, for such periods of time as may be reasonable for such purposes.

4.6 Damaged Improvements.

If a structure 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 Community. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

4.7 Architectural and Design Review.

4.7.1 General Authority of Declarant and Board. To promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the improvements constructed on the Lots.

4.7.2 Authority to Perform or Delegate Functions of ARC. The Declarant or its designees shall initially serve as the ARC for the Association. The Declarant shall cease to be the ARC when the Declarant has sold all Lots to Purchasers. After the Declarant has ceased exercising architectural control, the Board may directly perform the activities of the ARC, or the Board may designate an individual to be the ARC, or it may establish an Architectural Review Committee (also to be known as the "ARC").

4.7.3 Design Guidelines. Improvements constructed within Lots must be approved in writing in advance by the ARC.

4.7.4 Design Review. No new construction, alteration or improvements of any nature whatsoever shall be constructed or placed on any Lot by any Person until detailed plans depicting all such improvements have been reviewed and approved by the ARC. Two copies

of such plans, specifications and related data must be submitted to the ARC. Upon approval, one set of plans shall be retained as a permanent Record of the Association and one copy shall be returned to the Lot Owner. The Community is intended as a whole to have a varied appearance as is common in neighborhoods that have grown over time, and therefore multiple types of exterior design concepts are allowed and encouraged. Builders constructing homes on multiple lots may utilize a common architectural theme but are encouraged to show variation of elevations and details in differing designs. The use of a duplicated approved design may be utilized for multiple lots within the development only with separation between the locations, and repetition of design in adjacent properties is prohibited.

4.7.5 Purpose of Review. The ARC shall have the sole discretion to determine: (1) whether a particular design, including all improvements, and color scheme are compatible with the neighborhood; The ARC shall have the authority to develop design guidelines, but has no duty to do so.

4.7.6 Time for Approval - No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications and details within fifteen (15) days of receipt. No construction activity by other Person other than the Declarant or its Affiliate(s) may commence prior to such approval.

4.7.7 No Liability for Architectural Review. Neither the Declarant, ARC or the Association or any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration, with respect to elements of architectural control, or otherwise.

ARTICLE V

COMMON ELEMENTS AND SPECIAL UPKEEP AND USE

5.1 Description of Common Elements. Common Elements of the Community consist of the following:

5.1.1 Tracts 994 through 999, inclusive, are open space Tracts as shown on the Plat Map. The Tracts may contain paved surfaces, landscaping, children's playground equipment, stormwater facilities and other common improvements.

5.1.2 Common Elements also include all stormwater infrastructure, including but not limited to, vaults, filters, biofiltration area and all other components of stormwater capture, treatment, storage and conveyance. Stormwater infrastructure means all common storm

drains, common roof drains, detention pond, bioretention cells, storm filters, and all other related equipment, infrastructure and improvements, except any such items which are dedicated to, owned by or maintained by the City of Sedro Woolley. That portion of the stormwater infrastructure that will be dedicated to and maintained by the City of Sedro Woolley does not include the storm water filter unit, but will include all stormwater infrastructure located in and between the curb lines of Stacey Place.

5.1.3 Any other Common Elements shown on the Plat Map or may be created or added to the Community by the Declarant pursuant to Development Rights.

5.2 Conveyance or Encumbrance. A conveyance or encumbrance of Common Elements by the Association pursuant to RCW 64.90.465 or other actions by the Association, shall not deprive any Lot its rights of access and support.

5.3 Common Element Ownership. The Common Elements are owned by the Association. Provided the Declarant shall deed the Common Element Tracts to the Association upon completion of any work that the Declarant intends to do in such Tracts or at the discretion of Declarant for other reasons. Provided, if the Declarant fails to record a deed, this Declaration shall constitute the conveyance as necessary.

5.4 Obligations of Association. Except as otherwise provided in this Declaration, the Association shall be responsible for maintenance and repair of all open space consisting of Tracts 994, 995, 996, 997, 998, and 999, any portion of Stacey Place or other common roadways not dedicated to the City of Sedro Woolley, storm water infrastructure, common sidewalks, curbs and gutters and any and all other common equipment, utilities, roadways and improvements.

5.5 Maintenance, Repair and Replacement. The Association is responsible for maintenance, repair, and replacement of the Common Elements. The use and maintenance of any Common Elements shall be the responsibility of the Association and control of the Association shall be authorized to promulgate reasonable rules and regulations not inconsistent herewith. The use of any Common Elements owned by the Association shall be subject to access and public and private utility easements from time to time granted, conveyed, or reserved by the Declarant or the Association; nothing in any way that alters any Common Element owned by the Association from its existing state shall be permitted, except as contemplated by this Declaration or approved by the Declarant or the Association; there shall be no use of the Common Element owned by the Association that injures or damages the Common Element or the vegetation, increases the cost of maintenance, or causes unreasonable disturbance or annoyance to Lot Owners in their

enjoyment of their Lots, or in their enjoyment of their Common Element. All use of any Common Element owned by the Association shall be subject to the rules and regulations in effect from time to time. In the event that the Association fails to comply with the inspection and maintenance obligations as provided this Article or as may be identified by the City of Sedro Woolley, the Declarant may step in and conduct any necessary activities, at the Declarant's sole election (Declarant has no obligation to do so). If Declarant does conduct such inspection and maintenance work, the Declarant shall be entitled to reimbursement from the Association for any and all costs, fees, and expenses incurred. The Declarant hereby reserves an easement to do such work and for access to any necessary portions of the Subdivision to conduct the inspection and maintenance obligation in the event Declarant elects to do so. The Association shall indemnify and hold the Declarant Harmless from any and all claims or damages from its failure to comply with the Declaration. The Association shall cooperate to transfer any and all obligations or bonds related to the required maintenance.

5.6 Maintenance Standards. All necessary maintenance and repair of the storm water infrastructure shall be conducted by the Association in accordance with the provisions of the Operations and Maintenance Plan which is recorded under Skagit County Auditor's File No. 201906240189, 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 maintenance of the storm water infrastructure. The City of Sedro-Woolley shall have the right but not the obligation to perform work that is necessary to maintain the storm water infrastructure 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 1-18, inclusive.

5.7 Special Upkeep and Use. All Common Elements shall be kept in a clean, orderly condition, free from debris.

5.7.1 Critical Areas. The Association is responsible for inspection and maintenance of all critical areas, if any. Such inspection and maintenance shall be in conformance with all requirements of the City and applicable authorities.

5.7.2 Street Trees. If required by the Ordinance, any street trees along Stacey Place are the responsibility of the Association. While not a Common Element of the Community, the Association shall treat the street trees as if they were a Common Element and shall be responsible for the maintenance or replacement of the trees.

5.7.3 Prohibition against Dumping. The dumping of solvents, oil, concrete or concrete

residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.

5.7.4 Unimproved Right of Way. The Association shall be responsible for the Upkeep of any property within the Subdivision that is not the responsibility of Lot Owners or the City. This responsibility includes, but is not limited to, the Upkeep of any Property within the City right of way adjacent to Common Element Tracts that is not improved for public purposes. Such areas shall be maintained consistent with standards established in this Declaration.

5.8 Rights of Use and Access. Subject to the other provisions of the Governing Documents, the Lot Owners have a right to use the Common Elements for the purposes for which the Common Elements were intended.

5.8.1 No Interference with Common Elements. No Person shall obstruct any of the Common Elements nor shall any Person place or cause or permit anything to be placed or stored on or in any of the Common Elements without the approval of the Board. Nothing shall be damaged, altered, constructed in, or removed from the Common Elements except with the prior written consent of the Board.

5.8.2 City of Sedro Woolley. The City of Sedro Woolley shall have full power and authority to enforce the covenants in this declaration which relate to stormwater infrastructure and common areas, in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the City of Sedro Woolley employs counsel to enforce these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee shall be paid by the Lot owner found to be violating the covenants. The City of Sedro Woolley shall also have the authority to enforce these covenants with respect to the imposition of assessments for operation, maintenance and repair of the stormwater infrastructure and common areas.

ARTICLE VI

LOT OWNERS ASSOCIATION

6.1 Name and Form of Association. The name of the Association shall be "Arbor Glen Owners' Association". The Association has been 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 the corporation shall be governed by the provisions of the Governing Law and this Declaration. 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 Governing Law, the Governing Law shall control.

6.2 Powers & Duties of Association.

6.2.1 Duties & Responsibility of Association. The purposes for which the Association was formed are to maintain, repair, replace and manage the Common Elements of the Community, to provide necessary insurance coverage, and to enforce provisions of the Governing Documents, so as to protect the safety and well-being of Occupants of the Community and preserve the long-term value of the Lots, for the benefit of the Lot Owners. The Board shall consistently adopt Budgets for the Association for operations and reserves that are reasonably calculated to assure that these essential purposes are realized each year of its existence. The Board shall annually develop its budget in such a fashion that the costs of operations and maintenance of stormwater infrastructure and all common areas can be borne by the Association without the need for a special assessment.

6.2.2 Statutory Power Exercised by Board. Except for rights of Lot Owners explicitly reserved in the Governing Law or as elsewhere provided in the Governing Documents, the Board shall have the exclusive right and power to govern the Association and shall have all powers available to community associations under the Governing Law, Articles of Incorporation and Bylaws in order to do so.

6.2.3 Power to Assign Future Income. The Association also shall have the power to assign its right to future income (including the right to collect and receive Common Expense Assessments), provided that any specific assignment is ratified in advance by the Lot Owners under the following procedures authorized by the Governing Law:

(a) The Board must provide Notice of the intent to borrow to all Lot Owners. The Notice must include the purpose and maximum amount of the loan, the estimated amount and term of any Assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan.

(b) In the Notice, the Board must set a date for a meeting of the Lot Owners, which must not be less than fourteen and no more than sixty days after providing the Notice, to consider ratification of the borrowing.

(c) Unless at that meeting, whether or not a quorum is present, Lot Owners holding a majority of the Votes in the Association reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the Notice.

6.3 Membership in Association. Membership in the Association is automatically associated with and appurtenant to the ownership of a Lot in the Community under the Governing Law.

Except in the case of a termination of the Community, the membership of the Association at all times consists exclusively of all Lot Owners.

6.4 Voting.

6.4.1 Voting Process. The manner of voting shall be as prescribed in the Bylaws.

6.4.2 Allocated Interests for Voting. The Declarant has allocated to each Lot in the Community an equal vote in the Association that is known as the Lot's Allocated Interest for voting.

6.4.3 Special Provisions Related to Development Rights. In the event that the Declarant exercises its Development Right to add additional Lots to the Community, the new Lots shall have votes allocated to them such that all Lots will continue to have equal voting power in the Association or the vote allocated to any Lot, expressed as a fraction, will always be the numeral 1 over the number of Lots in the Community.

6.5 Bylaws of Association.

6.5.1 Bylaws Consistent with RCW 64.90.410. Bylaws for the administration of the Association and for other purposes not inconsistent with this Declaration have been or will be adopted by the Association. Such Bylaws are designed to be consistent with the terms and conditions of the Governing Law including, but not limited to, RCW 64.90.410.

6.5.2 Hierarchy of Authority. If a conflict ever exists between the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Governing Law.

ARTICLE VII

MANAGEMENT OF THE ASSOCIATION

7.1 Management by Declarant - Period of Declarant Control.

7.1.1 General Provisions for Declarant Control. Pursuant to RCW 64.90.415, the Declarant has reserved the rights to (a) appoint and remove the officers and members of the Board and (b) veto or approve a proposed action of the Board or the Association.

7.1.2 Statutory Limitations on Declarant Control. Declarant Control shall terminate as provided in RCW 64.90.415.

7.2 Authority of the Board.

7.2.1 General Authority. The Board, for the benefit of the Community and the Lot Owners, shall have the authority to manage the Community and enforce the provisions of the Governing Documents and Bylaws. The Board has all powers and authority granted to the Association under the Governing Law and this Declaration that are not expressly subject to the approval of Lot Owners.

7.2.2 Common Expenses. The Board shall acquire and shall pay for, as Common Expenses, all goods and services requisite for the proper functioning of the Community.

7.2.3 Liens or Encumbrances. The Board may also pay any amount necessary to discharge any lien or encumbrance that is claimed to constitute a lien against Common Elements or any portion thereof in violation of RCW 64.90.490(1). Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally found to have committed willful misconduct or gross negligence and thus liable for the cost of discharging it, and any costs and expenses incurred by the Board by reason of such lien or liens shall constitute Specially Allocated Assessments against the Lots responsible, to the extent of their responsibility.

7.2.4 Acquisition of Property. The Board may acquire and hold in the name of the Association, for the benefit of the Lot Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Except as may be otherwise required under the Governing Law, 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.

7.2.5 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 Lot Owners or any of them.

7.3 Right of Entry - Allocation of Responsibility for Damage to Lot upon Entry.

7.3.1 Right of Entry-Notice Generally Required. The Board and its agents, contractors or employees may enter any Lot when necessary in connection with any maintenance, repair, landscaping or construction for which the Board is responsible, or in the event of a *bona fide* emergency. Except in the case of an emergency, reasonable advance Notice shall be given to the Lot Owner and, if applicable, to any lawful tenant in the Lot. Such entry shall be made with as little inconvenience to the Lot Owner and/or Occupant as practicable.

7.3.2 Allocation of Responsibility for Damage to Lot Upon Entry. Any damage caused by

such entry shall be repaired by the Association out of the Common Expense fund if the entry was due to an emergency (unless the emergency was caused by the Lot Owner or a lawful Occupant of the Lot entered, in which case the cost shall constitute a Specially Allocated Assessment against the Lot entered) or for the purpose of Upkeep to Common Elements where the repairs were undertaken by or under the direction or authority of the Board. If the Upkeep was necessitated by conditions within the Lot or performed at the request of its Lot Owner or its lawful Occupants, the costs thereof shall constitute a Specially Allocated Assessment against such Lot.

7.4 Board as Attorney in Fact. Each Lot Owner, by the act of becoming an Lot Owner of a Lot, shall be deemed to have irrevocably appointed the Board 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 deal with a Lot upon damage or destruction, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds.

7.5 Board's Authority Exclusive - Lot Owners May Not Direct Association Agent/Employees. The Board's authority with respect to the Common Elements and responsibilities as stated in Article Vis exclusive. No Person shall attempt to engage or direct any employee, contractor or agent of the Association or its Manager on any private business of such Person, or to otherwise direct, supervise or in any manner attempt to assert control over such Person during the hours that such Person is working on behalf of the Association.

7.6 Board or Association as Trustee. With respect to a third person dealing with the Board or the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third Person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third Person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third Person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

ARTICLE VIII PERMITTED USES AND PROHIBITED USES

8.1 Permitted Uses. The following restrictions on uses in this Article VIII, apply only

to Lots 1-18 and Tracts 994-999. This Article VIII does not apply to Lot 19. Lot 19 shall be used primarily for commercial purposes (defined as any use allowed pursuant to City of Sedro Woolley Municipal Code).

8.1.1 Residential Use. Residences constructed within Lots 1-18 in this Community shall be used primarily for Residential Purposes and Tracts 994-999 shall be used for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Residence may also be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority with jurisdiction, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, or create noise, odors, vibration or other unreasonable disturbance to other lawful Occupants of the Community.

8.1.2 Commercial Uses Restricted. Other than any commercial uses authorized in Section 8.1.1 hereof, there shall be no commercial uses permitted within Lots 1-18, or in the Common Elements.

8.1.3 Timesharing. Timesharing is prohibited within the Community.

8.2 Vehicle Parking and Operation. Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels" off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment of any length which either require a commercial vehicle operator's license or which exceed 11,000 lbs. in gross vehicle weight), or any type of vehicle or equipment not previously enumerated that exceeds 24 feet in length, may not be stored, kept or maintained anywhere within the Community; provided such items may be maintained within a Lot, if fully enclosed within a garage or an approved accessory structure. Bona fide Recreational Vehicles of any size not prohibited by resolution of the Board of Directors may be parked in driveway areas for up to a maximum of 21 consecutive nights to accommodate guests and facilitate the loading, unloading or cleaning thereof. No parking shall be allowed on Stacey Place.

8.3 Signs. Except as otherwise provided herein, no sign of any kind shall be displayed to the public view on or from any Lot or Common Elements, without the prior consent of the Board. PROVIDED, that this subsection shall not apply to Declarant or Declarant's agents. A normal Realtor's sign may be placed on any individual Lot that is actively for sale. A kiosk or panel designed to display Realtors' signs may be erected at the entrance to the Community for longer-term advertising of Lots for sale. Normal yard size signs

regarding electoral candidates and/or issues may be placed on individual properties for a period of up to sixty days prior to an election. No signs advertising home businesses are permitted. The Board may establish further Rules regarding signs, to reflect the sentiments of the Community while giving due regard to traditional rights of free speech, religion and expression of Persons owning or occupying Lots in the Community. The Board's judgment in such matters, adopted in good faith, shall be conclusive, except as to matters governed by applicable state or federal law.

8.4 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Elements, except that the keeping of small birds, aquarium fish, well-behaved dogs and/or cats and other well-behaved domestic animals that do not normally leave the Lot is permitted, subject to Rules adopted by the Board. The Owners shall exercise appropriate control over their animals, and shall clean up after them and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for their animals to remain anywhere within the Common Elements, but shall properly dispose of all such waste material in a safe and sanitary fashion.

8.5 Noise. No Person shall cause or allow any unreasonably loud noise anywhere in the Community, except as reasonably necessary to perform authorized construction, maintenance, and repairs.

8.6 Offensive or Illegal Activity. No noxious, offensive, smelly or illegal activity shall be carried on in any Lot or the Common Elements, nor shall anything be done therein that is or may become an unreasonable source of annoyance (a nuisance) to other Lot Owners or other lawful Occupants of the Community.

8.7 Hazardous Substances. A Person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such Person. No Person shall improperly store within or release from a Lot or into the Common Elements any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other flammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Property or to the public health or safety, or the health or safety of any lawful Occupants of the Community.

8.8 Accessory or Temporary Structures. Guest cottages, children's playhouses, gardening sheds, dog runs, fenced enclosures and similar Structures shall be permissible but shall be located within the backyard of a Lot only and shall be maintained in a clean and respectable manner, subject to rules adopted by the Board and must conform to City

standards.

8.9 Fencing. In no case may fencing be constructed or placed in any manner inconsistent with City requirements. Chain link fences are prohibited. This restriction on chain link fences does not apply to the Association or Common Elements.

8.10 Restrictions on the Leasing or Short-term Occupancy of Lots. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Bylaws, 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 party to the lease. All leases shall be in writing, and the Association is entitled to receive a copy of any lease agreement from the Lot Owner or the tenant, and the Association is entitled to receive contact information for every tenant. A lease, as defined herein, shall include month-to-month rentals. Transient occupancy under any form of rental or license agreement for periods of less than 30 days is not permitted. Subleasing less than all of a Residence is not permitted.

8.11 Effect on Insurance. Nothing shall be done or maintained in any Lot or in the Common Elements that will increase the rate of insurance on the Common Elements or Lots without the prior written consent of the Board. No Lot Owner or Occupant shall permit anything to be done or maintained in his or her Lot or in the Common Elements that will result in the cancellation of any policy of insurance maintained by the Association.

ARTICLE IX

COMMON EXPENSES AND ASSESSMENTS

9.1 Annual Budget for the Association.

9.1.1 General Provisions for the Annual Budget. At such time as may be deemed necessary or desirable by the Board, the Board shall prepare an annual budget that shall estimate the Common Expenses to be paid during such year. The budget shall make provision for creating, funding and maintaining reserves required by section 9.2, and shall take into account any expected income and any surplus determined to be available under the reconciliation required under RCW 64.90.475 from the prior year's operating fund. The Declarant or the Board may at any suitable time establish the first budget. If deemed necessary by the Board any budget may be revised prior to the end of its budget year in compliance with RCW 64.90.525.

9.1.2 Specific Statutory Requirements for Annual Budget. The Board's proposed Budget must be adopted and ratified as required by RCW 64.90.525.

9.2 Reserves for Major Repair, Replacement & Insurance Deductibles.

9.2.1 Establishment of Reserves - Status and Uses of Reserve Funds. The Board of Directors may establish and maintain reasonable reserves for major repairs and replacements. The Association may be exempt from preparing a reserve study under RCW 64.90.545 because it has only nominal reserve costs. If a reserve study is prepared, the Board shall have a reserve study prepared that is in compliance with RCW 64.90.550.

9.2.2 If the Association maintains any reserve accounts, the Association shall maintain those reserve accounts consistent with the requirements of RCW 64.90.535 and .540.

9.2.3 Working Capital Fund. To facilitate project approval by institutional lenders, upon closing of conveyances of each Lot to a Purchaser, the Association may assess and collect a working capital contribution for such Lot, in such amount or amounts as may be determined by the Declarant. Such payments do not constitute advance payments of regular Assessments and working capital contributions may not be used to defray expenses that are the obligation of the Declarant. When unsold Lots are sold, the Declarant may use funds collected at closing to reimburse itself for funds it may have paid the Association for such unsold Lots' shares of the working capital fund.

9.3 Assessments against Lots.

9.3.1 Liability of Lots. Assessments for Common Expenses must be made at least annually based on a budget adopted in the manner described in sections 9.1 and 9.2 hereof.

9.3.2 Assessments in Proportion to Common Expense Liability. All Common Expenses must be assessed against all the Lots in accordance with their allocated Common Expense upon conveyance of the first Lot to a Purchaser, subject to the right of the Declarant to delay commencement of certain Common Expenses under subsection 9.4 below.

9.3.3 Special Assessments. The Board has the power of special assessments for any purpose the Board deems necessary to fulfill the Association's purpose. Special assessments may be allocated to some, but not all of the Lots, if the special assessment is caused by the act or omission of the Lot Owner of a particular Lot or if the purpose of the special assessment is to benefit some but not all of the Lot Owners. The Board at any time may propose a special assessment pursuant to RCW 64.90.525(3).

9.4 Annual Assessment. Unless otherwise determined by the Board, the annual Assessment against each Lot shall be due and payable on the date the Notice of the Assessment provides for. Provided, the Board may allow for assessments to be paid in

installments, whether monthly, quarterly, or otherwise.

9.5 Option of Declarant to Pay Some or All Expense of Association. Pursuant to RCW 64.90.480(1)(b), the Declarant may cause the Association to delay commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses, in which event the Declarant must pay to the Association all of the Common Expenses or Specially Allocated Expenses that have been delayed. If the Declarant intends to exercise its statutory option to cause the Association to delay the payment of Assessments, the Declarant shall so state in the Public Offering Statement for the Community, and therein shall specify the timing and other conditions associated with the Declarant's obligation to fulfill its obligation to the Association to pay the Assessments so deferred.

9.6 Allocated Interests for Common Expense Liability; Procedure on Reallocation.

9.6.1 Initial Allocation of Liability for Common Expense Assessments. Pursuant to RCW 64.90.235(1)(a), the Declarant has allocated to each Lot in the Community a liability for payment of the Common Expenses of the Association that is known as the Lot's Allocated Interest for Common Expense Liability. This liability has been allocated equally among the Lots. Nevertheless, a Lot's liability for Common Expense Assessments under such Allocated Interests is subject to adjustment under the provisions of this Declaration.

9.7 Specially Allocated Assessments. The Association has the authority to impose Specially Allocated Assessments for Specially Allocated Expenses. These Specially Allocated Assessments are not subject to inclusion in the Association's Annual Budget but they shall be passed in the same manner as the Annual Budget as stated in section 9.1.

9.8 Association Accounts. The Association must keep all funds of the Association in the name of the Association with a Qualified Financial Institution.

9.9 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must either be paid annually to the Lot Owners in proportion to their Common Expense liabilities or credited to them to reduce their future Common Expense Assessments, at the Board's discretion.

9.10 Non-Judicial Foreclosure. Each and every Lot Owner of any Lot in the Community, by virtue of his or her acquisition by any means of title to such Lot, shall take such title subject to the Association's lien for Assessments. Pursuant to RCW 64.90.485(13)(b), the Declarant as "Grantor" does hereby grant, bargain, sell and convey to Land Title and Escrow Company, as "Trustee" in trust WITH POWER OF SALE, the Lots and all other real property in the Community which property is not used principally for agricultural

purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any manner appertaining, and the rents, issues and profits thereof, to secure the obligations of the Lot Owners to the Association, as "Beneficiary," for the payment of any Assessments lawfully levied under this Declaration. Each and every Lot Owner shall be deemed for all purposes, as of the time of his or her acquisition of title to any Lot in the Community, to have joined as an additional "Grantor" in the conveyance in trust above described, and to have at that time granted, bargained, sold and conveyed his or her Lot, to such Trustee, to secure all obligations imposed by this Declaration on such Lot Owner to pay Assessments to the Association. The Power of Sale provided and granted herein shall be operative in the case of a default in the obligation to pay Assessments; upon default by such Lot Owner in the payment of any indebtedness secured hereby, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, the Trustee shall sell the Lot as trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any Person except Trustee may bid at Trustee's sale. The Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable trustee's fee and attorney's fee; (2) to the obligations secured by this Declaration; (3) the surplus, if any, shall be distributed to the Persons entitled thereto.

9.11 Liens and Enforcement. Assessment lien priority, assessment collection and other related matters are set forth at RCW 64.90.485. The Board shall proceed with the collection of assessments and enforcement of the Association's rights as provided in RCW 64.90.485 as it exists on the date of recording of this Declaration.

9.12 Remedies Cumulative. The remedies provided herein 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. Suit to recover a personal judgment for any delinquent Assessment is maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

9.13 Rent Payable to Association Upon Default of Lot Owner. (a) If a Lot is rented or leased by its Lot Owner, and if the Lot 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 Lot Owner and the tenant by First Class U.S. Mail, advising both parties [i] of the Lot Owner's delinquency in Assessments, [ii] of the tenant's obligations under this subsection of the Declaration, and [iii] 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. (b) Every Lot Owner, by virtue of taking title to a Lot in this Community and subsequently renting the Lot, shall be deemed for all purpose to have consented in advance to the Association giving the Notice described in this subsection to an Lot Owners' tenant. No additional consent or authorization from any Lot Owner shall be required in advance of the Association providing such a Notice.

ARTICLE X INSURANCE

10.1 Authority, General Provisions, Name of Insured.

10.1.1 General Provision. Commencing not later than the time of the first conveyance of a Lot to a Person other than the Declarant, the Board of Directors shall obtain and maintain for the Association: property insurance, commercial general liability insurance, fidelity insurance and other insurance described in greater detail below in this Section 10, under such terms and for such amounts as shall be deemed necessary or desirable by the Board. Levels of coverage and deductibles from coverage shall be determined annually by the Board with assistance from the agent of the insurance company or companies affording such coverage. Unless not reasonably available, such coverage shall follow the terms, conditions and amounts required by Section 10.2 hereof.

10.1.2 Name of Insured – Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: "Arbor Glen Owners' Association." The Association must be the First Named Insured under each policy. Having the Association named as an "additional insured" or "additional named insured" in a pooled insurance program or agreement maintained by a Managing Agent or other third party, which provides coverage to unrelated projects, does NOT satisfy this requirement.

10.1.3 General Insuring Scheme - Limited Coverage for Owners and Tenants. The Association is not a guarantor of the health, safety or property of the Lot Owners, tenants or other Occupants of the Community. The Association's policy does not and cannot provide coverage for the Residence on the Lot or other real property or personal property owned by or belonging to any Lot Owner, tenant or other Occupant of a Lot, nor will the Association's policy provide coverage for liability for harm arising within a Lot. Further, the property coverage provided under the Association's policy will always include a "deductible," with the result that no loss to common property will be completely covered

under the Association's policy.

10.1.4 Owners and Tenants Responsible for Acquiring their Own Insurance. Because of the limitations in coverage afforded under the Association's policy, Lot Owners and tenants must acquire their own insurance coverage in order to be protected.

10.2 Association's Policies and Coverage.

10.2.1 Property Insurance. Any insurable portions of the Common Elements in this Community, along with any real property that must become Common Elements, shall be insured against casualty or physical damage in an amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs based upon the value of replacing all such insurable improvements in the Community exclusive of land, excavations and foundations, utilizing contemporary building materials and technology. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for similar projects. The policy shall also cover other Common property including fixtures, building service equipment and common personal property and supplies owned by the Association or included in the Common Elements. It is intended that insurance coverage obtained by the Board be the most comprehensive insurance that is currently available for projects similar in age and size to this Community.

10.2.2 Liability Coverage. The Association's policy shall provide coverage for liability for death, personal injury and property damage arising from the use, ownership or maintenance of any of the Common Elements, along with medical payments insurance. Such liability insurance should also cover any commercial spaces that are owned by the Association, even if they are leased to others. Coverage should be afforded under a commercial general liability policy for the entire Community, including all areas under the supervision of the Association. Limits of liability shall in no event be less than \$1,000,000 with respect to any single occurrence.

10.2.3 Fidelity Insurance. The Association must also obtain blanket fidelity insurance for any person who either handles (or is responsible for) funds that he or she holds or administers, whether or not that individual receives compensation for services; such a policy should name the Association as the insured and include a provision that calls for at least thirty days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The policy should cover the maximum funds that will be in the custody of the Association or its Manager at any time while the policy is in force. A Manager that handles funds for the Association shall be named either as an

employee or as a designated agent under the Association's fidelity policy, or an endorsement thereto, as appropriate.

10.2.4 Directors' and Officers' Insurance. Unless not reasonably available, the Board shall acquire Directors' and Officers' errors and omissions insurance to satisfy the Association's indemnification obligations, if any, under the Bylaws of the Association.

10.2.5 Miscellaneous Coverage. The Board may obtain coverage for earthquake and/or flood damage, and other forms of coverage reasonably available in the insurance marketplace that may appear necessary or desirable from time to time.

10.3 Certificates of Insurance Coverage.

An insurer that has issued an insurance policy to the Association must issue certificates or memoranda of insurance to the Association and, upon a request made in a Record, to any Lot Owner or holder of a security interest. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance.

10.4 Owners' and Tenants' Policies.

10.4.1 Owner must acquire their own Insurance. Each Lot Owner should obtain, at such Owner's expense, a homeowner's insurance policy, to insure against loss or damage to the Residence and other improvements on the Lot, and to personal property used in or incidental to the occupancy of the Lot. Such coverage shall afford protection against:

- (a) loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for Residences in similar projects.
- (b) liability for death, personal injury and property damage arising from the use, ownership or maintenance of any part of the Lot, additional living expense, loss of rent, vandalism or malicious mischief, theft, personal liability, loss assessment coverage, and the like.

10.4.2 Tenants must acquire their own insurance. Tenants may be held liable to the Association under circumstances described in this Declaration, and to other third parties under general principles of law. As a result, any tenant must obtain an H0-4 insurance

policy, or equivalent, to protect the tenant from liability for death, personal injury and property damage arising from the use, occupancy or maintenance of any part of the Lot, along with loss to personal property, additional living expense, vandalism or malicious mischief, theft and the like.

10.4.3 Board has no Obligation to Monitor Lot Owners' Insurance. The Association has no insurable interest in the Lots, the Dwellings or personal property owned by Lot Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under this Section 10; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner and tenant. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure for all risks for which coverage is readily available. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

10.5 Reconstruction.

10.5.1 Reconstruction Following Casualty Loss. Any portion of the Community for which insurance is required under this Section and for which the Board of Directors has the responsibility of repair that is damaged or destroyed shall be repaired or replaced as required by RCW 64.90.470(8).

10.5.2 Manner of Reconstruction. If destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall be accomplished as nearly as practicable to the character of the building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with then prevailing Building Code requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

ARTICLE XI CONDEMNATION

Provisions dealing with the effect of condemnation proceedings affecting this Community appear in RCW 64.90.030 and are otherwise not set forth herein.

ARTICLE XII

COMPLIANCE WITH LAW AND COVENANTS

12.1 Compliance by Lot Owners and Occupants. Each Lot Owner, tenant or other Occupant of a Lot shall comply strictly with the provisions of the Governing Law and the Governing Documents and Bylaws. All remedies provided to the Association in this Article may be enforced against any Lot Owner, tenant or other Occupant of a Lot.

12.2 Hearing to Determine Lot Owners Liability. A Lot Owner whose conduct is determined by the Board to justify imposition of a special assessment pursuant to this Declaration, Governing Law or Bylaws shall be first provided with Notice of the Board's intentions and an opportunity to be heard, in the manner provided in the Bylaws for hearings regarding the imposition of sanctions against a Lot Owner.

12.3 Enforcement by Association. The Board shall have primary responsibility for maintaining and enforcing compliance with the Governing Documents and Bylaws.

12.4 Tenants and other Occupants Subject to Rights and Responsibilities of Lot Owners.

12.4.1 General Principles. Any Tenant or other Occupant of a Lot shall be deemed to be bound by all portions of the Governing Documents and Bylaws that are binding upon the Lot Owner thereof, other than the direct obligation to pay Common Expense Assessments to the Association. All rights, remedies and procedures available to the Association when dealing with Lot Owners under the Governing Documents or Bylaws shall be available to the Association when dealing with any tenant or other Occupant of a Lot Owner.

12.4.2 Remedies against Tenants. If a tenant of a Lot Owner violates the Governing Documents, in addition to exercising any of its powers against the Lot Owner, the Association may:

(a) After giving Notice to the tenant and the Lot Owner and an opportunity to be heard, levy reasonable fines against the tenant and the Lot Owner for the violation; and

(b) Enforce any other rights against the tenant for the violation that the Lot Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Lot Owner, or both. The rights referred to in this subsection may be exercised only if the tenant or Lot Owner fails to cure the violation within ten days after the Association notifies the tenant and Lot Owner of that violation.

12.5 Board's Discretion regarding Enforcement. The Board may determine whether to

take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it.

12.6 Enforcement. The Declarant and each Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions and reservations, now or hereafter imposed by this Declaration. The failure of the Declarant or of any Lot Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to a judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

ARTICLE XIII

LIMITATION OF LIABILITY

13.1 Liability of Directors and Officers. In the performance of their duties, officers and board members must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under chapter 24.06 RCW.

13.2 Indemnification of Officers and Directors. The Association shall indemnify and hold harmless each of the directors and officers of the Association from and against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Association or the Lot Owners unless such contract was made in bad faith or contrary to the provisions of the Governing Documents or Bylaws. The Directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that (s)he is or was a director or officer, against amounts paid in settlement incurred by him/her in connection with such action, suit or proceeding if she/he acted in good faith and in a manner she/he reasonably believed to be in, or not opposed to, the best interests of the Community or the Association, to the fullest extent authorized by RCW 23B.08.510, .520, .530, and .570, and any amendments thereto.

ARTICLE XIV MORTGAGEE PROTECTION

14.1 Rights Available only to Eligible Mortgagee. With respect to any action requiring the consent of a specified number or percentage of holders of Security Interests, the consent of only Eligible Mortgagees holding a first lien Security Interest need be obtained and the percentage must be based upon the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.

14.2 Implied Approval by Mortgagee. The failure of an Eligible Mortgagee to respond within sixty (60) days to a written request from the Association delivered by certified or registered mail to such Eligible Mortgagee, "return receipt requested," seeking approval of [i] an amendment to the this Declaration or the Articles of Incorporation or Bylaws of the Association, or [ii] any other proposed action of the Association as to which the approval of Eligible Mortgagees is required, shall constitute an implied approval by such Eligible Mortgagee of such amendment or other action.

14.3 Rights of Secured Lenders - Specific Provisions.

14.3.1 Lenders entitled to Notice of Certain Actions.

If requested by an Eligible Mortgagee, the Association shall give prompt written Notice to each Eligible Mortgagee of, and each Lot Owner hereby consents to, and authorizes the giving of Notice of:

- (a) If known to the Association, any condemnation loss or any casualty loss that affects a material portion of the Community or any Lot in which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (b) Any delinquency in the payment of Common Expense Assessments owed by a Lot Owner whose Lot is subject to a first Mortgage held, insured, or guaranteed, by such Eligible Mortgagee;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in section 14.4 below (in which case, Notice shall be provided by certified or registered mail, "return receipt requested"); and
- (e) Any judgment rendered against the Association in excess of \$5,000.00 that is not covered by insurance.

14.4 Notice and Consent Required for Certain Actions.

14.4.1 Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Governing Law, no amendment of any material provision of the Governing Documents by the Association described in this subsection, the effect of which in the opinion of the Board would have a material adverse effect on lenders, may be effective without Notice to all Eligible Mortgagees, and the approval by Owners of Lots to which at least 67% (or any greater Lot Owner vote required in this Declaration or the Governing Law) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who represent at least 67% (or any greater Eligible Mortgagee approval required by this Declaration) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.

14.4.2 Specific Actions. Notwithstanding any lower requirement permitted by this Declaration or the Governing Law, the Association may not take any action that, in the opinion of the Board, would have a material adverse effect on lenders, without Notice to all Eligible Mortgagees, approval by Owners of Lots to which at least 67% (or the indicated percentage, if different) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who represent at least 67% (or the percentage indicated below, if different,) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest; the following (other than those taken pursuant to rights reserved by the Declarant as Development Rights) could be viewed as holding the potential for a material adverse effect on lenders:

- (a) Any action to abandon or terminate the legal status of the Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required.
- (b) Abandon, partition, subdivide, encumber, sell, transfer or convey the Common Elements or any portion thereof, as to which the approval of Lot Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required, and the procedures specified in subsection 14.4.2 hereof must be followed. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Association will not be deemed a transfer within the meaning of this clause;
- (c) The assignment of the future income of the Association, including its right to receive Common Expense Assessments.
- (d) The restoration or repair of the Property after hazard damage, as to which the approval of Lot Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required, or after a partial condemnation, in a manner other than specified in the Governing Documents.

(e) The merger of the Community with any other common interest community.

14.5 Rights of Association Lenders. A lender who has extended credit to the Association secured by an assignment of income or an encumbrance on the Common Elements may enforce its security agreement in accordance with its terms, subject to the requirements of the Governing Law and other law. A requirement that the Association must deposit its periodic common charges before default with the lender to which the Association's income has been assigned, or increase its common charges at the lender's direction by amounts reasonably necessary to amortize the loan in accordance with its terms, does not violate the prohibitions on lender approval contained in RCW 64.90.295(1), but lender requirements for deposits of Association income must be consistent with the provisions of RCW 64.90.530(3).

ARTICLE XV EASEMENTS

15.1 Easements for Lots, Lot Owners and Association Functions.

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

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

15.1.3 Right of Access. The Association, and City and their respective agents shall have a perpetual and nonexclusive easement and right, without any liability to the Lot Owner, for ingress/egress through any Lot (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining any and all Common Elements, and exercising their rights hereunder, including, but not limited, to easements for utilities, sanitary sewer, storm sewer, power, water, telephone service, cable television and gas, owned by or given for the benefit of the Association, or City, and for the purpose of enforcing any restrictions contained in this Declaration, as applicable.

15.1.4 Utility Easements. Non-exclusive easements for utilities (including drainage, sewers, water pipes, utility facilities and services, water supply, electricity, gas, telephone,

communications and television) are hereby reserved over, under, upon, in and through all roadways, alleyways, private lanes, walkways, and over, under, upon, in and through those certain portions of Lots in which they are and/or shall be installed, laid, constructed, repaired and renewed, operated, maintained and inspected. This reservation of easements is for the benefit of the Declarant and its successors or assigns, as well as for the benefit of the Association, City, Puget Sound Energy, Cascade Natural Gas Company, Verizon, Comcast, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

15.1.5 Easements for Regulatory Responsibilities. Easements necessary for Declarant and Association to complete all obligations and responsibilities related to the Subdivision imposed by any local, state, or federal jurisdiction or regulatory agency, including but not limited to obligations or responsibilities for maintenance of storm water systems, are hereby reserved over, under, upon, in and through the Tracts and Lots as necessary.

15.1.6 Easement for Shared Driveways. There are several shared driveways within the Community. The following areas (as depicted on the Plat Map) are established as easements for the purpose of ingress and egress for the benefit of the Lot Owners immediately adjacent to the easements:

15.1.6.1 Lots 3, 4 and 5 Shared Driveway and Utility Easement. Lots 3, 4, and 5 utilize a shared driveway over Tract 994 and 999. An access and utility easement is reserved, declared and created in favor of Lots 3, 4 and 5 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being shared equally between the three Lots. Any utilities shall be maintained by the party benefited by such utilities. In the event that the Lot Owners of those Lots fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to those Lot Owners for such maintenance costs.

15.1.6.2 Lot 10 Driveway and Utility Easement. Lot 10 utilizes Tract 995 as a driveway. An access and utility easement is reserved, declared and created in favor of Lot 10 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being paid by the Lot Owner of Lot 10. Any utilities shall be maintained by the party benefited by such utilities. If Lot 11 uses Tract 995 as a driveway, then Lot 11 shall share in the benefits and burdens identified in this paragraph. In the event that the Lot Owner(s) of such Lot(s) fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to such Lot Owner(s) for such maintenance costs.

15.1.6.3 Lot 14 Driveway and Utility Easement. Lot 14 utilizes Tract 996 as a driveway. An access and utility easement is reserved, declared and created in favor of Lot 14 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being paid by the Lot Owner of Lot 14. Any utilities shall be maintained by the party benefited by such utilities. If Lot 13 uses Tract 996 as a driveway, then Lot 13 shall share in the benefits and burdens identified in this paragraph. In the event that the Lot Owner(s) of such Lot(s) fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to such Lot Owner(s) for such maintenance costs.

15.2 Easements for Declarant.

15.2.1 Easements Reserved for Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Community for the purposes of completing any unfinished Lots or other improvements, exhibiting and preparing Lots for sale, make any improvements required pursuant to any contract of sale, and discharging the Declarants obligations or exercising Development Rights or Special Declarant Rights.

15.2.2 Easement to be Granted by the Declarant. The Declarant reserves the right to grant to any company or municipality providing utilities services to the Community or to the owners of Lots in the Community an easement over the Common Elements for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Community or the owners, including, without limitation, such utilities services as gas, water, sanitary sewer, storm sewer, electricity, cable television, and telephone.

15.3 Easements Shown on Plat Map. The easements shown on the Plat Map are for the benefit of the Lot Owners and Occupants of Lots, for utility providers, and for the City as noted on the Plat Map. These easements are non-exclusive easements and are subject to Rules established by the Association.

ARTICLE XVI

PROCEDURE FOR AMENDMENT OF DECLARATION

16.1 Procedure for Amendment of Declaration.

16.1.1 General Provisions for Amendments. Amendments to the Declaration shall be made by an instrument in writing entitled in a manner substantially similar to "Amendment to Declaration" that sets forth the entire amendment. For purposes hereof, "amendment"

means any change to the Declaration, including adding, removing, or modifying restrictions contained in a Declaration. Except as otherwise specifically provided for in this Declaration or in the Governing Law, any proposed amendment must be approved by the Board of Directors prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 16.6 hereof, by the Association under Section 16.7 hereof or under statutory authority in the case of condemnation or a termination of the Community, or by certain Lot Owners under this Declaration, the Declaration may be amended only by vote or agreement of the Owners of Lots to which at least sixty-seven percent of the votes in the Association are allocated.

16.1.2 Additional Provisions - Advance Notice to Owners. Amendments to the Declaration required to be executed by the Association shall be executed by any authorized Officer of the Association who must certify in the amendment that it was properly adopted. Owners shall be entitled to Notice of a proposed amendment not less than thirty (30) days prior to the Meeting of the Association at which the amendment is to be considered. In the absence of fraud, an action to challenge the validity of an amendment adopted by the Association may not be brought more than one year after the amendment is recorded.

16.2 Recordation Required.

16.2.1 Every amendment to the Declaration must be recorded with the Skagit County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. An amendment other than an amendment pursuant to RCW 64.90.260(1) must be indexed in the grantee's index in the name of the Community and the Association and in the grantor's index in the name of the parties executing the amendment.

16.3 Special Restrictions.

16.3.1 General Restrictions. Except to the extent expressly permitted or required by other provisions of this Declaration, or of the Governing Law, no amendment may create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot, or change the Allocated Interests of a Lot, without the consent of Lot Owners to which at least ninety percent of the votes in the Association are allocated, including the consent of any Lot Owner of a Lot, the boundaries of which or Allocated Interest of which is changed by the amendment, and that percentage of Eligible Mortgagees specified in Article XIV hereof.

16.3.2 Restrictions affecting Special Declarant Rights. A provision in the Declaration

creating Special Declarant Rights that have not expired may not be amended without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto. The time limits specified on the exercise of Special Declarant Rights may be extended, and additional development rights may be created, if Persons entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Lots not owned by the Declarant, agree to that action. The agreement is effective thirty days after an amendment to the Declaration reflecting the terms of the agreement is recorded unless all the Persons holding the affected Special Declarant Rights, or security interests in those rights, record a written objection within the thirty-day period, in which case the amendment is void, or consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

16.3.3 Restrictions protecting certain Persons. To the extent that Declaration may require the affirmative vote or approval of any particular Lot Owner or class of Lot Owners as a condition of its effectiveness, the amendment is not valid without that vote or approval.

16.4 Amendment of Plat.

16.4.1 General Provisions. The Plat may be amended or supplemented by revised versions referred to and described as to effect in an amendment to the Declaration adopted as required above, subject to the provisions of RCW 64.90.245(4). Copies of any such proposed amendment to the Plat shall be made available for examination by every Owner. Such amendment to the Plat shall also be effective, once properly adopted, upon recordation in the appropriate County offices, along with the amendment to the Declaration that accompanies it.

16.4.2 Municipal Requirements. (a) Any amendment to the map must be prepared and recorded in compliance with the requirements, processes, and procedures in chapter 58.17 RCW and of the Subdivision Ordinance of the City.

16.5 Consent of Mortgagees May be required - Limitations on Such Rights. The consent of specified percentages of Eligible Mortgagees may be required, pursuant to Article XIV of this Declaration, prior to recordation of certain amendments to the Governing Documents. Such consent is deemed granted if a refusal to consent in a Record is not received by the Association within sixty days after the Association delivers Notice of the proposed amendment to the holder at an address for Notice provided to the Association by the holder, or if the Association mails the Notice to the holder by certified mail, return receipt requested, at that address. If the holder has not provided an address for Notice to the Association, the Association must provide Notice to the address appearing in the

security interest of record.

16.6 Amendments by Declarant.

16.6.1 Unilateral Amendments. The Declarant may unilaterally adopt and file amendments to the Governing Documents for so long as the Declarant is the Owner of any Lot in the Community, in order to: (a) conform them to the actual location of any constructed improvements and to establish, vacate and relocate utility easements, access road easements and parking areas for the benefit of the Community; (b) exercise any Development Right reserved by the Declarant in this Declaration; or (c) as authorized in this Declaration or by the Governing Law.

16.6.2 Amendments requiring Notice to Lot Owners. Upon thirty-day advance Notice to Lot Owners, the Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency or a scrivener's error, or to clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating Common Expense Liability percentages, or voting interests, within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

16.7 Amendments by Board of Directors Requiring Notice to Lot Owners. Upon thirty-day advance Notice to the Lot Owners, the Association may, upon a vote of two-thirds of the members of the Board and, without a vote of the Lot Owners, adopt, execute, and record:

16.7.1 Statutory Rights. An amendment to the Declaration designed to correct or supplement the Governing Documents in cases described in Subsection 16.6.2 above, or as authorized by RCW 64.90.285(11)(c) or (d).

16.7.2 Amendment to Adopt Amendments to Governing Law. An amendment to the Declaration designed to conform the Declaration to provisions of a corrective amendment to the Governing Law adopted by the Washington State Legislature.

16.7.3 City Consent to Amendment. No amendment may affect the obligation of the Lot Owners and/or the Association to maintain the stormwater infrastructure, unless the City of Sedro Woolley has consented to such amendment.

ARTICLE XVII

TERMINATION OF COMMUNITY

The Lot Owners may elect to terminate the legal status of the Property only in accordance with the provisions of RCW 64.90.290, with the requisite approval of Eligible Mortgagees and other lienholders as may be required by law, or by Article XIV hereof, provided that the City must also consent to such action.

ARTICLE XVIII

PLAT MAP

The Declarant has recorded with the Auditor of Skagit County, Washington, a final Plat Map for the Plat of Arbor Glen showing the location and dimensions of various Lots and Tracts within the Property, together with other required information; this Plat Map, together with any and all amendments, is recorded under Auditor's File No. 201906240188, records of Skagit County, Washington, and is part of this Declaration.

ARTICLE XIX

MISCELLANEOUS

- 19.1 Notice. Notice shall be given as required under RCW 64.90.515.
- 19.2 Severability. All provisions of the Governing Documents are severable. If any provision of a governing document, or its application to any Person or circumstances, is held invalid, the remainder of the governing document, or application to other Persons or circumstances is not affected.
- 19.3 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.
- 19.4 No Discrimination. The Association shall not discriminate on the basis of race, color, religion, national origin, familial status, handicap or other protected class. The Association shall make reasonable accommodations in its policies and procedures and permit reasonable modifications of premises where necessary or appropriate to comply with law.
- 19.5 Obligation of Good Faith. Every duty governed under this Declaration or the Governing Law imposes an obligation of good faith in its performance or enforcement.

19.6 Effective Date. This Declaration shall take effect upon recording.

Dated this 27 day of March, 2020.

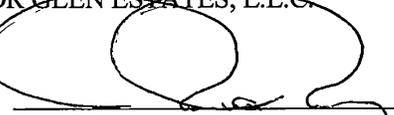
GRANITE HOLDINGS, L.L.C.

By:


ROBERT RUBY, Its: MANAGER

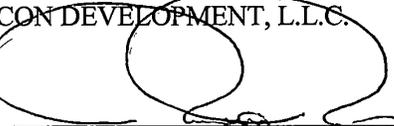
ARBOR GLEN ESTATES, L.L.C.

By:


ROBERT RUBY, Its: MANAGER

RUBICON DEVELOPMENT, L.L.C.

By:


ROBERT RUBY, Its: MANAGER

ARBOR GLEN OWNERS ASSOCIATION

By:


ROBERT RUBY, Its: PRESIDENT

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ROBERT RUBY is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of GRANITE HOLDINGS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 3-27-2020

(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ROBERT RUBY is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of ARBOR GLEN ESTATES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 3-27-2020

(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

EXHIBIT "A" - LEGAL DESCRIPTION

Lots 1-19 inclusive, Plat of Arbor Glen No. Sedro Woolley Plat #2017-330, approved June 24, 2019 and recorded June 24, 2019, under Skagit County Auditor's File No. 201906240188.

Situate in the City of Sedro Woolley, County of Skagit, State of Washington.

Exhibit "A"

**Permanent Stormwater Control Facilities
Operation and Maintenance (O&M) Manual**

for:

Arbor Glen

Located at:

*755 Cook Road
(600-629 Stacey Place)*

Prepared for:

Granite Holdings

Prepared by:

Sound Development Group, LLC

***Grantor – Granite Holdings, LLC
133 State Street #34
Sedro-Woolley, WA 98284***

***Grantee – Sedro-Woolley Public
Parcel Number – P76912
Sec/Twp/Rng - Section 23, Township 35 North, Range 4 East***



STORMWATER SYSTEM MAINTENANCE PLAN

FOR

Arbor Glen

1.0 Introduction

The intent of this stormwater maintenance manual is to provide the owners and HOA, assistance in performing proper maintenance of their stormwater facilities.

The stormwater drainage system designed and constructed for Arbor Glen Development, is located to the east and west of Stacey Place, within and out of the ROW corridor, as well as along the north, south, east and west of the homes, on each lot.

Maintenance of the drainage system is of primary importance in order to ensure that the infiltration trenches function as originally designed. It is the sole responsibility of the property owner to maintain and repair the systems, as required.

The system shall be maintained in conformity with applicable sections of the Stormwater Management Manual for Western Washington (excerpts attached), and the requirements of the City of Sedro-Woolley. See attached checklists for requirements.

Stormwater management facilities onsite consist of collection and conveyance systems, infiltration and treatment facilities. The combination will convey and treat the stormwater runoff from the site, as well as infiltrated the water into the existing native soils.

Record construction drawings are attached in Appendix B, and should be consulted for pipe size and material and existing easements.

Record Construction drawings should be consulted during maintenance, inspection and repair activities.

2.0 Stormwater Management Facilities

It is useful to have a general knowledge of how the stormwater management facilities on site function, to better understand the facility's maintenance requirements. There are three components to the existing system: collection / conveyance, quantity and quality control.

The on-site permanent stormwater facilities to be maintained by the plat of Arbor Glen consist of common storm drains, common roof drains, rain gardens, bioretention cells, storm filters, and the associated plantings, except any such items which are dedicated to, owned by or maintained by the City of Sedro-Woolley. The stormwater facilities that will be dedicated to and maintained by the City of Sedro-Woolley do not include the storm water filter unit, but will include all stormwater facilities (catch basins and pipes) located in and between the curb lines of Stacey Place.

2.1 Collection and Conveyance Systems

Collection and conveyance systems intercept and transport stormwater, and consist of catch basin inlets, curb cuts that collect water, swales/ditches and pipes (solid and perforated) that convey the water. Stormwater conveyance systems are designed to provide adequate capacity for the site. Typical failures include reduced capacity due to clogged catch basin grates or pipes. Plugging commonly occurs due to sediment and large debris washed down from adjacent surfaces. Reduced conveyance system capacity can result in localized flooding.

2.2 Stormwater Quality Control

Stormwater treatment facilities onsite provide sediment settling and filtration through treatment soils and vegetation, and a single mechanical treatment Stormfilter. Stormwater treatment facilities have limited treatment capability, and are not intended to replace proper site management. The most effective technique for reducing pollutant discharge from the site is to provide good housekeeping through source control Best Management Practices, provided in Appendix A.

2.3 Stormwater Quantity Control

Stormwater flow control facilities onsite provide mitigation for the additional runoff that the development will create. Stormwater control facilities are engineered to detain and/or infiltrate stormwater runoff.

3.0 Facility Descriptions

Each of the following subsections includes a facility description. The required maintenance and checklists can be found in Appendices D through H – Maintenance Checklists.

The underground infiltration facilities have no direct maintenance available. This is why maintaining the facilities up stream of the infiltration, is so important.

- 3.1 Catch Basins / Area Drains
- 3.2 Fencing / Shrubbery / Landscaping
- 3.3 Roof Downspouts
- 3.4 Bioretention Cells
- 3.5 Stormfilter

3.1 Catch Basins / Area Drains and Flow Control Structure Catch Basin

Catch basins are underground concrete structures typically provided with a slotted grate to collect stormwater runoff and route it through underground pipes.

A Type 1 and 1L are rectangular structures, utilized when the connected pipes are less than 18" in diameter and the depth from the grate to the bottom of the lowest pipe is less than 5 feet.

A Type 2 catch basin is a round structure, ranging in diameter of 4 to 8 feet, and is utilized when the connecting pipes are 18" or greater in diameter, or the depth from grate to bottom of the lowest pipe exceeds 5 feet. They will typically have a ladder mounted on the inside of the structure to allow for access and maintenance.

A Burlington basin or other localized area drain is a small rectangular or round structure, utilized at intersections or directional changes for roofdrains, yard drains, or other small diameter pipes.

A cleanout is an access point to a junction or end of pipe. It is typically the same diameter of the pipe it is connected to, and gives access for flow observation, water level observation (in underground infiltration systems) and the ability to flush a pipe out with high velocity flow.

All catch basin types typically provide a storage volume below the outlet pipe, called a sump, to allow sediments and debris to settle out of the stormwater runoff.

The most common cleaning method for catch basin sumps is to utilize a truck with a tank and vacuum hose (vactor truck) to remove sediment and debris buildup from the sump. Catch basins are an enclosed space, where vapors can accumulate. If the inspection or cleaning requires entering the catch basin, it should be conducted by an individual with training and certification in working in hazardous, confined spaces.

There are sixteen (16) catch basins on-site: fifteen (15) Type I or IL and one (1) Type 2.

3.2 Shrubbery / Landscaping

Landscaping is an essential component of stormwater management. Bare soil areas generate higher levels of stormwater runoff and sedimentation in stormwater facilities. There are many landscaped areas on site, that are prone to erosion if not maintained.

Landscaping and vegetation should be maintained, deleterious plants and materials removed. Erosion or other types of soil disturbance should be remedied on a regular basis, and new mulch applied yearly.

See Appendix E for maintenance items and schedule.

3.3 Building Downspouts

Building downspouts connect the building's roof gutters to the storm conveyance/infiltration systems. Due to minimal pipe slope from the downspout pipe to the underground storm system, these need to be inspected each year and jetted if a build up of deleterious material is found. Jetting shall occur from the cleanout to a downstream CB, prior to the infiltration system. Jetting shall not occur through perforated storm pipe.

Gutters must be maintained and kept clean and free of silt and deleterious organics.

See Appendix F for maintenance items and schedule.

3.4 Bioretention Cells

Bioretention cells are localized depressions within the landscaped areas, that can collect runoff from the adjoining impervious areas. These shallow ponding areas are constructed with an engineered soil mix and plantings, that treat the stormwater as the stormwater infiltrates through the system's soils, into an underlying rock reservoir and pipe underdrain.

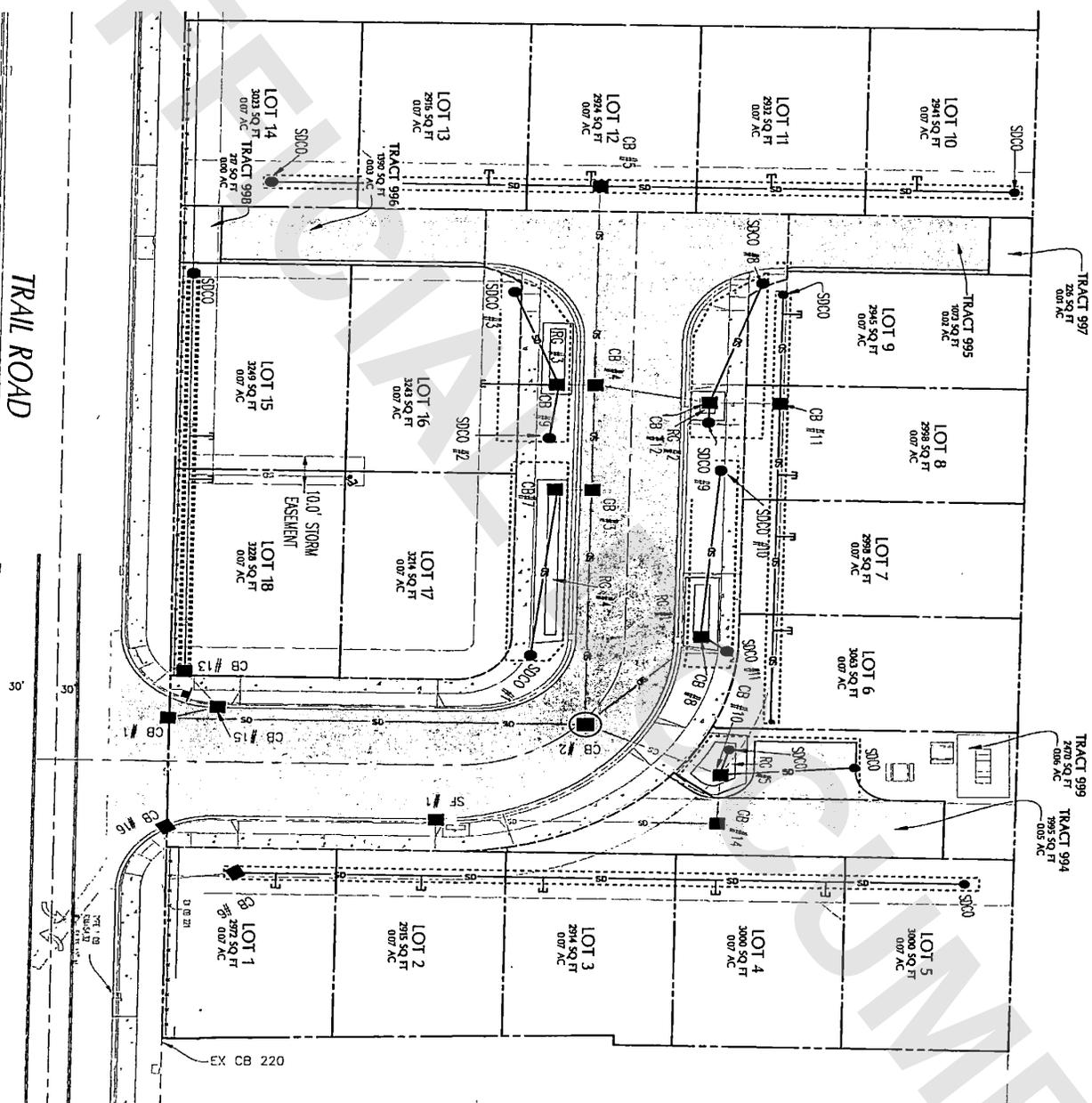
The bioretention cells both treat the stormwater they catch, and provide a small amount of detention within the cell and underlying rock reservoir, while infiltration into the underlying soils occurs.

There are five (5) bioretention cells on site. Typical maintenance of bioretention cells includes removal of trash, debris, deleterious plants/weeds, soil maintenance, and renewal of plants and mulch/organic soils within the bottom.

See Appendix G for maintenance items and schedule.

3.5 Stormfilter

The Stormfilter unit (noted as SF #1) is a treatment facility within a catch basin type structure. Though it does lie between the curbs of Stacey Place, maintenance of the Stormfilter is the responsibility of the HOA, not the City. The unit contains filters, that must be inspected and replaced periodically, per the Stormfilter guidelines, found in Appendix H.



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4.0 Maintenance Responsibilities and Reporting

All permanent stormwater facilities: conveyance systems with catch basins and pipes, infiltration galleries, bioretention cells and rain gardens, and Contech Stormfilter unit, both within the road right-of-way and on tracts and lots, shall be maintained in perpetuity in a manner that allows them to function as originally designed.

The owner, it's designated representative (third-party) or homeowner's association, is solely responsible for the inspection, maintenance, repair and replacement of all private permanent stormwater facilities located outside of the roadway, on tracts or lots, and any and all costs associated therewith. The public conveyance system located in the roadway will be owned and maintained by the City.

The owner, association, or its designated representative shall submit an annual operation and maintenance report for the permanent stormwater facilities, to the City of Sedro-Woolley Public Works Department, on or before March 31st of each year for the previous year's inspections and maintenance activities. The report shall include any remedial actions taken, how the actions were completed, who performed them, any problems encountered and any required follow-up actions such as maintenance, repair or replacement. Annual report and other maintenance records shall be maintained on-site and available to the City upon request.

The City shall have the right to enter onto the property for inspection and compliance purposes. Should inspection reports (either by the property owner/association or by the City) indicate the permanent stormwater facilities are not being properly maintained, or show signs of failure and the property owner has not remedied any maintenance standards exceedences, the City of Sedro-Woolley reserves the right but not the obligation to perform work that is necessary to maintain the permanent stormwater facilities that have not been maintained by the property owner or association, and recover any and all costs so incurred by the City from the property owner or association. Failure to properly maintain the permanent stormwater facilities may also result in City levied fines in accordance with Sedro-Woolley Municipal Code Title 13, Chapter 13.40.

5.0 Source Control Best Management Practices

Source control Best Management Practices address multiple situations that may occur at the proposed development. Source control of pollution can prevent damage to the onsite stormwater system and its components. Source control Best Management Practices can be found in Appendix A, and are listed below:

- Landscaping and Lawn/Vegetation Management (S411 BMP)
- Maintenance of Stormwater Drainage and Treatment Systems (S417 BMP)
- Roof / Building Drains at Manufacturing and Commercial Buildings (S424 BMP)
- Spills of Oil and Hazardous Substances (S426 BMP)

Appendix A – Source Control Best Management Practices

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Applicable Operational BMPs:

- Eliminate unpermitted wastewater discharges to storm sewer, ground water, or surface water.
- Convey unpermitted discharges to a sanitary sewer if allowed by the local sewer authority, or to other approved treatment.
- Obtain appropriate state and local permits for these discharges.

Recommended Additional Operational BMPs: At commercial and industrial facilities, conduct a survey of wastewater discharge connections to storm drains and to surface water as follows:

- Conduct a field survey of buildings, particularly older buildings, and other industrial areas to locate storm drains from buildings and paved surfaces. Note where these join the public storm drain(s).
- During non-stormwater conditions inspect each storm drain for non-stormwater discharges. Record the locations of all non-stormwater discharges. Include all permitted discharges.
- If useful, prepare a map of each area. Show on the map the known location of storm sewers, sanitary sewers, and permitted and unpermitted discharges. Aerial photos may be useful. Check records such as piping schematics to identify known side sewer connections and show these on the map. Consider using smoke, dye, or chemical analysis tests to detect connections between two conveyance systems (e.g., process water and stormwater). If desirable, conduct TV inspections of the storm drains and record the footage on videotape.
- Compare the observed locations of connections with the information on the map and revise the map accordingly. Note suspect connections that are inconsistent with the field survey.
- Identify all connections to storm sewers or to surface water and take the actions specified above as applicable BMPs.

S411 BMPs for Landscaping and Lawn/ Vegetation Management

Description of Pollutant Sources: Landscaping can include grading, soil transfer, vegetation removal, pesticide and fertilizer applications, and watering. Stormwater contaminants include toxic organic compounds, heavy metals, oils, total suspended solids, coliform bacteria, fertilizers, and pesticides.

Lawn and vegetation management can include control of objectionable weeds, insects, mold, bacteria, and other pests with pesticides. Examples include weed control on golf course lawns, access roads, and utility corridors and during landscaping; sap stain and insect control on lumber and logs; rooftop moss removal; killing nuisance rodents; fungicide application to patio decks, and residential lawn/plant care. It is possible to

release toxic pesticides such as pentachlorophenol, carbamates, and organometallics to the environment by leaching and dripping from treated parts, container leaks, product misuse, and outside storage of pesticide contaminated materials and equipment. Poor management of the vegetation and poor application of pesticides or fertilizers can cause appreciable stormwater contamination.

Pollutant Control Approach: Control of fertilizer and pesticide applications, soil erosion, and site debris to prevent contamination of stormwater.

Develop and implement an Integrated Pest Management Plan (IPM) and use pesticides only as a last resort. Carefully apply pesticides/ herbicides, in accordance with label instructions. Maintain appropriate vegetation, with proper fertilizer application where practicable, to control erosion and the discharge of stormwater pollutants. Where practicable grow plant species appropriate for the site, or adjust the soil properties of the subject site to grow desired plant species.

Applicable Operational BMPs for Landscaping:

- Install engineered soil/landscape systems to improve the infiltration and regulation of stormwater in landscaped areas.
- Do not dispose of collected vegetation into waterways or storm sewer systems.

Recommended Additional Operational BMPs for Landscaping:

- Conduct mulch-mowing whenever practicable
- Dispose of grass clippings, leaves, sticks, or other collected vegetation, by composting, if feasible.
- Use mulch or other erosion control measures on soils exposed for more than one week during the dry season or two days during the rainy season.
- Store and maintain appropriate oil and chemical spill cleanup materials in readily accessible locations when using oil or other chemicals. Ensure that employees are familiar with proper spill cleanup procedures.
- Till fertilizers into the soil rather than dumping or broadcasting onto the surface. Determine the proper fertilizer application rate for the types of soil and vegetation encountered.
- Till a topsoil mix or composted organic material into the soil to create a well-mixed transition layer that encourages deeper root systems and drought-resistant plants.
- Use manual and/or mechanical methods of vegetation removal rather than applying herbicides, where practical.

Applicable Operational BMPs for the Use of Pesticides:

- Develop and implement an IPM (See section on IPM in *Applicable Operational BMPs for Vegetation Management*) and use pesticides only as a last resort.
- Implement a pesticide-use plan and include at a minimum: a list of selected pesticides and their specific uses; brands, formulations, application methods and quantities to be used; equipment use and maintenance procedures; safety, storage, and disposal methods; and monitoring, record keeping, and public notice procedures. All procedures shall conform to the requirements of Chapter 17.21 RCW and Chapter 16-228 WAC (Appendix IV-D R.7).
- Choose the least toxic pesticide available that is capable of reducing the infestation to acceptable levels. The pesticide should readily degrade in the environment and/or have properties that strongly bind it to the soil. Conduct any pest control activity at the life stage when the pest is most vulnerable. For example, if it is necessary to use a Bacillus thuringiensis application to control tent caterpillars, apply it to the material before the caterpillars cocoon or it will be ineffective. Any method used should be site-specific and not used wholesale over a wide area.
- Apply the pesticide according to label directions. Do not apply pesticides in quantities that exceed manufacturer's instructions.
- Mix the pesticides and clean the application equipment in an area where accidental spills will not enter surface or ground waters, and will not contaminate the soil.
- Store pesticides in enclosed areas or in covered impervious containment. Do not discharge pesticide contaminated stormwater or spills/leaks of pesticides to storm sewers. Do not hose down the paved areas to a storm sewer or conveyance ditch. Store and maintain appropriate spill cleanup materials in a location known to all near the storage area.
- Clean up any spilled pesticides. Keep pesticide contaminated waste materials in designated covered and contained areas.
- The pesticide application equipment must be capable of immediate shutoff in the event of an emergency.
- Spraying pesticides within 100 feet of open waters including wetlands, ponds, and rivers, streams, creeks, sloughs and any drainage ditch or channel that leads to open water may have additional regulatory requirements beyond just following the pesticide product label. Additional requirements may include:
 - Obtaining a discharge permit from Ecology.
 - Obtaining a permit from the local jurisdiction.
 - Using an aquatic labeled pesticide.

- Flag all sensitive areas including wells, creeks, and wetlands prior to spraying.
- Post notices and delineate the spray area prior to the application, as required by the local jurisdiction or by Ecology.
- Conduct spray applications during weather conditions as specified in the label direction and applicable local and state regulations. Do not apply during rain or immediately before expected rain.

Recommended Additional Operational BMPs for the use of pesticides:

- Consider alternatives to the use of pesticides such as covering or harvesting weeds, substitute vegetative growth, and manual weed control/moss removal.
- Consider the use of soil amendments, such as compost, that are known to control some common diseases in plants, such as Pythium root rot, ashly stem blight, and parasitic nematodes. The following are three possible mechanisms for disease control by compost addition (USEPA Publication 530-F-9-044):
 1. Successful competition for nutrients by antibiotic production;
 2. Successful predation against pathogens by beneficial microorganism; and
 3. Activation of disease-resistant genes in plants by composts.

Installing an amended soil/landscape system can preserve both the plant system and the soil system more effectively. This type of approach provides a soil/landscape system with adequate depth, permeability, and organic matter to sustain itself and continue working as an effective stormwater infiltration system and a sustainable nutrient cycle.

- Once a pesticide is applied, evaluate its effectiveness for possible improvement. Records should be kept showing the effectiveness of the pesticides considered.
- Develop an annual evaluation procedure including a review of the effectiveness of pesticide applications, impact on buffers and sensitive areas (including potable wells), public concerns, and recent toxicological information on pesticides used/proposed for use. If individual or public potable wells are located in the proximity of commercial pesticide applications, contact the regional Ecology hydrogeologist to determine if additional pesticide application control measures are necessary.
- Rinseate from equipment cleaning and/or triple-rinsing of pesticide containers should be used as product or recycled into product.

For more information, contact the Washington State University (WSU) Extension Home-Assist Program, (253) 445-4556, or Bio-Integral Resource Center (BIRC), P.O. Box 7414, Berkeley, CA.94707, or EPA to

obtain a publication entitled "Suspended, Canceled, and Restricted Pesticides" which lists all restricted pesticides and the specific uses that are allowed.

Applicable Operational BMPs for Vegetation Management:

- Use at least an eight-inch "topsoil" layer with at least 8 percent organic matter to provide a sufficient vegetation-growing medium. Amending existing landscapes and turf systems by increasing the percent organic matter and depth of topsoil can substantially improve the permeability of the soil, the disease and drought resistance of the vegetation, and reduce fertilizer demand. This reduces the demand for fertilizers, herbicides, and pesticides. Organic matter is the least water-soluble form of nutrients that can be added to the soil. Composted organic matter generally releases only between 2 and 10 percent of its total nitrogen annually, and this release corresponds closely to the plant growth cycle. Return natural plant debris and mulch to the soil, to continue recycling nutrients indefinitely.
- Select the appropriate turfgrass mixture for the climate and soil type. Certain tall fescues and rye grasses resist insect attack because the symbiotic endophytic fungi found naturally in their tissues repel or kill common leaf and stem-eating lawn insects. However, they do not, repel root-feeding lawn pests such as Crane Fly larvae, and are toxic to ruminants such as cattle and sheep. The fungus causes no known adverse effects to the host plant or to humans. Endophytic grasses are commercially available; use them in areas such as parks or golf courses where grazing does not occur. Local agricultural or gardening resources such as Washington State University Extension office can offer advice on which types of grass are best suited to the area and soil type.
- Use the following seeding and planting BMPs, or equivalent BMPs to obtain information on grass mixtures, temporary and permanent seeding procedures, maintenance of a recently planted area, and fertilizer application rates: *Temporary and Permanent Seeding, Mulching, Plastic Covering, and Sodding* as described in Volume II.
- Adjusting the soil properties of the subject site can assist in selection of desired plant species. For example, design a constructed wetland to resist the invasion of reed canary grass by layering specific strata of organic matters (e.g., composted forest product residuals) and creating a mildly acidic pH and carbon-rich soil medium. Consult a soil restoration specialist for site-specific conditions.
- Aerate lawns regularly in areas of heavy use where the soil tends to become compacted. Conduct aeration while the grasses in the lawn are growing most vigorously. Remove layers of thatch greater than ¾-inch deep.

- Mowing is a stress-creating activity for turfgrass. Grass decreases its productivity when mown too short and there is less growth of roots and rhizomes. The turf becomes less tolerant of environmental stresses, more disease prone and more reliant on outside means such as pesticides, fertilizers, and irrigation to remain healthy. Set the mowing height at the highest acceptable level and mow at times and intervals designed to minimize stress on the turf. Generally mowing only 1/3 of the grass blade height will prevent stressing the turf.

Irrigation:

- The depth from which a plant normally extracts water depends on the rooting depth of the plant. Appropriately irrigated lawn grasses normally root in the top 6 to 12 inches of soil; lawns irrigated on a daily basis often root only in the top 1 inch of soil. Improper irrigation can encourage pest problems, leach nutrients, and make a lawn completely dependent on artificial watering. The amount of water applied depends on the normal rooting depth of the turfgrass species used, the available water holding capacity of the soil, and the efficiency of the irrigation system. Consult with the local water utility, Conservation District, or Cooperative Extension office to help determine optimum irrigation practices.

Fertilizer Management:

- Turfgrass is most responsive to nitrogen fertilization, followed by potassium and phosphorus. Fertilization needs vary by site depending on plant, soil, and climatic conditions. Evaluation of soil nutrient levels through regular testing ensures the best possible efficiency and economy of fertilization. For details on soils testing, contact the local Conservation District, a soils testing professional, or a Washington State University Extension office.
- Apply fertilizers in amounts appropriate for the target vegetation and at the time of year that minimizes losses to surface and ground waters. Do not fertilize when the soil is dry. Alternatively, do not apply fertilizers within three days prior to predicted rainfall. The longer the period between fertilizer application and either rainfall or irrigation, the less fertilizer runoff occurs.
- Use slow release fertilizers such as methylene urea, IDBU, or resin coated fertilizers when appropriate, generally in the spring. Use of slow release fertilizers is especially important in areas with sandy or gravelly soils.
- Time the fertilizer application to periods of maximum plant uptake. Ecology generally recommends application in the fall and spring, although Washington State University turf specialists recommend four fertilizer applications per year.

- Properly trained persons should apply all fertilizers. Apply no fertilizer at commercial and industrial facilities, to grass swales, filter strips, or buffer areas that drain to sensitive water bodies unless approved by the local jurisdiction.

Integrated Pest Management

An IPM program might consist of the following steps:

Step 1: Correctly identify problem pests and understand their life cycle

Step 2: Establish tolerance thresholds for pests.

Step 3: Monitor to detect and prevent pest problems.

Step 4: Modify the maintenance program to promote healthy plants and discourage pests.

Step 5: Use cultural, physical, mechanical or biological controls first if pests exceed the tolerance thresholds.

Step 6: Evaluate and record the effectiveness of the control and modify maintenance practices to support lawn or landscape recovery and prevent recurrence.

For an elaboration of these steps, refer to [Appendix IV-F](#).

S412 BMPs for Loading and Unloading Areas for Liquid or Solid Material

Description of Pollutant Sources: Operators typically conduct loading/unloading of liquid and solid materials at industrial and commercial facilities at shipping and receiving, outside storage, fueling areas, etc. Materials transferred can include products, raw materials, intermediate products, waste materials, fuels, scrap metals, etc. Leaks and spills of fuels, oils, powders, organics, heavy metals, salts, acids, alkalis, etc. during transfer may cause stormwater contamination. Spills from hydraulic line breaks are a common problem at loading docks.

Pollutant Control Approach: Cover and contain the loading/unloading area where necessary to prevent run-on of stormwater and runoff of contaminated stormwater.

Applicable Operational BMPs:

At All Loading/ Unloading Areas:

- A significant amount of debris can accumulate at outside, uncovered loading/unloading areas. Sweep these surfaces frequently to remove loose material that could contaminate stormwater. Sweep areas temporarily covered after removal of the containers, logs, or other material covering the ground.
- Place drip pans, or other appropriate temporary containment device, at locations where leaks or spills may occur such as hose connections, hose reels and filler nozzles. Always use drip pans when making and

S417 BMPs for Maintenance of Stormwater Drainage and Treatment Systems

Description of Pollutant Sources: Facilities include roadside catch basins on arterials and within residential areas, conveyance systems, detention facilities such as ponds and vaults, oil/water separators, biofilters, settling basins, infiltration systems, and all other types of stormwater treatment systems presented in Volume V. Oil and grease, hydrocarbons, debris, heavy metals, sediments and contaminated water are found in catch basins, oil and water separators, settling basins, etc.

Pollutant Control Approach: Provide maintenance and cleaning of debris, sediments, and oil from stormwater collection, conveyance, and treatment systems to obtain proper operation.

Applicable Operational BMPs:

Maintain stormwater treatment facilities per the operations and maintenance (O&M) procedures presented in Section 4.6 of Volume V in addition to the following BMPs:

- Inspect and clean treatment BMPs, conveyance systems, and catch basins as needed, and determine necessary O&M improvements.
- Promptly repair any deterioration threatening the structural integrity of stormwater facilities. These include replacement of clean-out gates, catch basin lids, and rock in emergency spillways.
- Ensure adequacy of storm sewer capacities and prevent heavy sediment discharges to the sewer system.
- Regularly remove debris and sludge from BMPs used for peak-rate control, treatment, etc. and discharge to a sanitary sewer if approved by the sewer authority, or truck to an appropriate local or state government approved disposal site.
- Clean catch basins when the depth of deposits reaches 60 percent of the sump depth as measured from the bottom of basin to the invert of the lowest pipe into or out of the basin. However, in no case should there be less than six inches clearance from the debris surface to the invert of the lowest pipe. Some catch basins (for example, WSDOT Type 1L basins) may have as little as 12 inches sediment storage below the invert. These catch basins need frequent inspection and cleaning to prevent scouring. Where these catch basins are part of a stormwater collection and treatment system, the system

owner/operator may choose to concentrate maintenance efforts on downstream control devices as part of a systems approach.

- Clean woody debris in a catch basin as frequently as needed to ensure proper operation of the catchbasin.
- Post warning signs; “Dump No Waste - Drains to Ground Water,” “Streams,” “Lakes,” or emboss on or adjacent to all storm drain inlets *where possible*.
- Disposal of sediments and liquids from the catch basins must comply with “Recommendations for Management of Street Wastes” described in Appendix IV-G of this volume.

Additional Applicable BMPs: Select additional applicable BMPs from this chapter depending on the pollutant sources and activities conducted at the facility. Those BMPs include:

- S425 BMPs for Soil Erosion and Sediment Control at Industrial Sites
- S427 BMPs for Storage of Liquid, Food Waste, or Dangerous Waste Containers
- S406 BMPs for Spills of Oil and Hazardous Substances
- S410 BMPs for Illicit Connections to Storm Drains
- S430 BMPs for Urban Streets

S418 BMPs for Manufacturing Activities - Outside

Description of Pollutant Sources: Manufacturing pollutant sources include outside process areas, stack emissions, and areas where manufacturing activity has taken place in the past and significant exposed pollutant materials remain.

Pollution Control Approach: Cover and contain outside manufacturing and prevent stormwater run-on and contamination, where feasible.

Applicable Operational BMP:

- Sweep paved areas regularly, as needed, to prevent contamination of stormwater.
- Alter the activity by eliminating or minimizing the contamination of stormwater.
- **Applicable Structural Source Control BMPs:** Enclose the activity (see Figure 2.2.6): If possible, enclose the manufacturing activity in a building.
- Cover the activity and connect floor drains to a sanitary sewer, if approved by the local sewer authority. Berm or slope the floor as needed to prevent drainage of pollutants to outside areas. (Figure 2.2.7)

S424 BMPs for Roof/ Building Drains at Manufacturing and Commercial Buildings

Description of Pollutant Sources: Stormwater runoff from roofs and sides of manufacturing and commercial buildings can be sources of pollutants caused by leaching of roofing materials, building vents, and other air emission sources. Research has identified vapors and entrained liquid and solid droplets/particles as potential pollutants in roof/building runoff. Metals, solvents, acidic/alkaline pH, BOD, and organics, are some of the pollutant constituents identified.

Ecology has performed a study on zinc in industrial stormwater. The study is presented in Ecology Publication 08-10-025 *Suggested Practices to reduce Zinc Concentrations in Industrial Stormwater Discharges*, website: <http://www.ecy.wa.gov/biblio/0810025.html>. The user should refer to this document for more details on addressing zinc in stormwater.

Pollutant Control Approach: Evaluate the potential sources of stormwater pollutants and apply source control BMPs where feasible.

Applicable Operational Source Control BMPs:

- If leachates and/or emissions from buildings are suspected sources of stormwater pollutants, then sample and analyze the stormwater draining from the building.
- Sweep the area routinely to remove any zinc residuals.
- If a roof/building stormwater pollutant source is identified, implement appropriate source control measures such as air pollution control equipment, selection of materials, operational changes, material recycle, process changes, etc.

Applicable Structural Source Control BMPs:

- Paint/coat the galvanized surfaces as described in Ecology Publication # 08-10-025.

Applicable Treatment BMPs:

Treat runoff from roofs to the appropriate level. The facility may use enhanced treatment BMPs as described in Volume V of the SWMMWW. Some facilities regulated by the Industrial Stormwater General Permit, or local jurisdiction, may have requirements that cannot be achieved with enhanced treatment BMPs. In these cases, additional treatment measures may be required. A treatment method for meeting stringent requirements such as Chitosan-Enhanced Sand Filtration may be appropriate.

S425 BMPs for Soil Erosion and Sediment Control at Industrial Sites

Description of Pollutant Sources: Industrial activities on soil areas; exposed and disturbed soils; steep grading; etc. can be sources of sediments that can contaminate stormwater runoff.

Pollutant Control Approach: Limit the exposure of erodible soil, stabilize, or cover erodible soil where necessary to prevent erosion, and/or provide treatment for stormwater contaminated with TSS caused by eroded soil.

Applicable BMPs:

Cover Practice Options:

- Vegetative cover such as grass, trees, shrubs, on erodible soil areas.
- Covering with mats such as clear plastic, jute, synthetic fiber.
- Preservation of natural vegetation including grass, trees, shrubs, and vines.

Structural Practice Options:

- Vegetated swale
- Dike
- Silt fence
- Check dam
- Gravel filter berm
- Sedimentation basin
- Proper grading.

(For design information refer to Volume II, “Standards and Specifications for BMPs”).

S426 BMPs for Spills of Oil and Hazardous Substances

Description of Pollutant Sources: Federal law requires owners or operators of facilities engaged in drilling, producing, gathering, storing, processing, transferring, distributing, refining, or consuming oil and/or oil products to have a Spill Prevention and Emergency Cleanup Plan (SPECP). The SPECP is required if the above ground storage capacity of the facility, is 1,320 gallons or more of oil. Additionally, the SPECP is required if any single container with a capacity in excess of 660 gallons and which, due to their location, could reasonably be expected to discharge oil in harmful quantities, as defined in 40 CFR Part 110, into or upon the navigable waters of the United States or adjoining shorelines {40 CFR 112.1 (b)}. Onshore and offshore facilities, which, due to their location, could not reasonably be expected to discharge oil into or upon

the navigable waters of the United States or adjoining shorelines are exempt from these regulations {40 CFR 112.1(1)(i)}. State Law requires owners of businesses that produce dangerous wastes to have a SPECP. These businesses should refer to Appendix IV-D R.6. The federal definition of oil is oil of any kind or any form, including, but not limited to petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.

Pollutant Control Approach: Maintain, update, and implement a Spill Prevention and Emergency Cleanup Plan.

Applicable Operational BMPs: The businesses and public agencies identified in Appendix IV-A required to prepare and implement a Spill Prevention and Emergency Cleanup Plan shall implement the following:

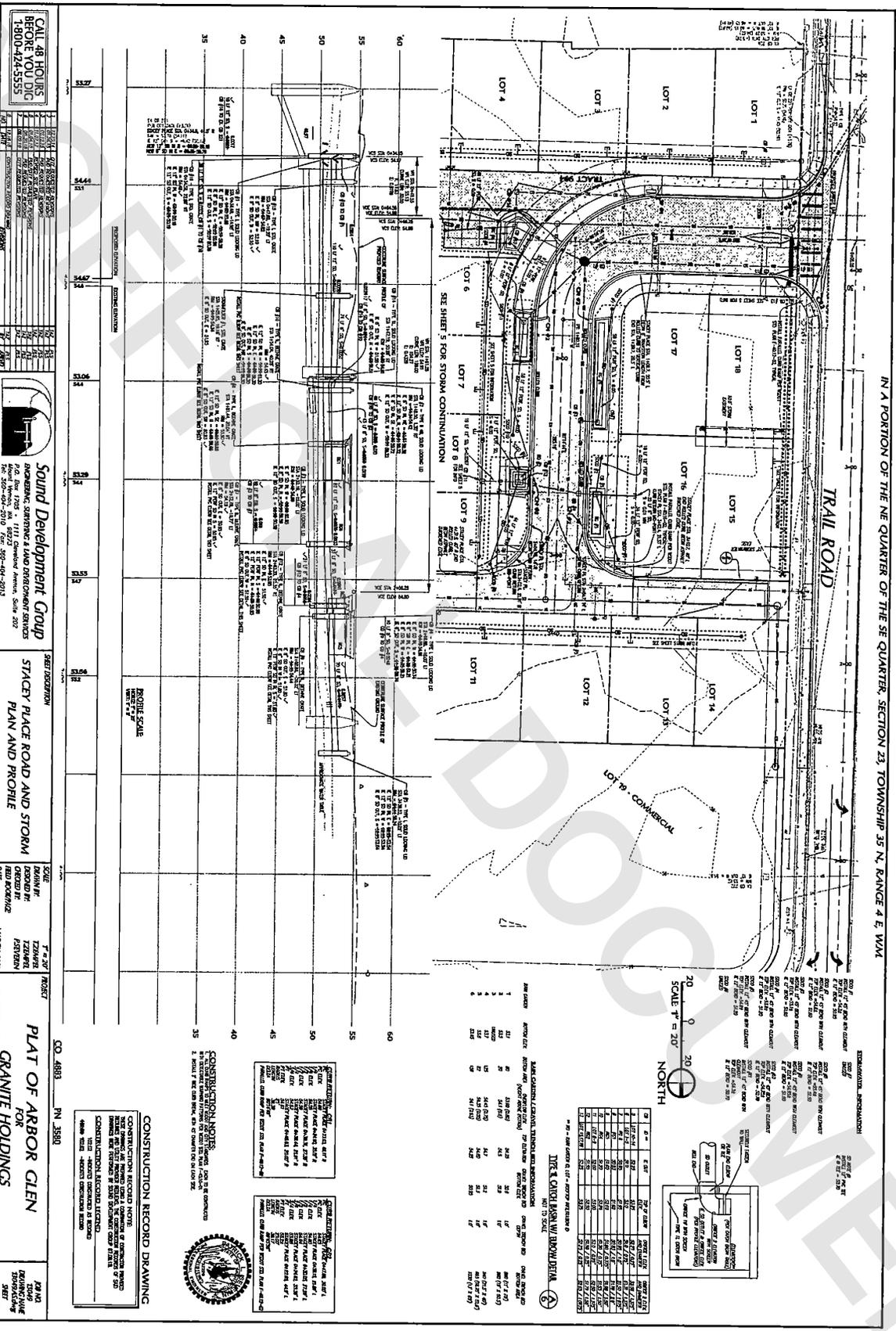
- Prepare a Spill Prevention and Emergency Cleanup Plan (SPECP), which includes:
 - A description of the facility including the owner's name and address.
 - The nature of the activity at the facility.
 - The general types of chemicals used or stored at the facility.
 - A site plan showing the location of storage areas for chemicals, the locations of storm drains, the areas draining to them, and the location and description of any devices to stop spills from leaving the site such as positive control valves.
 - Cleanup procedures.
 - Notification procedures used in the event of a spill, such as notifying key personnel. Agencies such as Ecology, local fire department, Washington State Patrol, and the local Sewer Authority, shall be notified.
 - The name of the designated person with overall spill cleanup and notification responsibility.
- Train key personnel in the implementation of the SPECP. Prepare a summary of the plan and post it at appropriate points in the building, identifying the spill cleanup coordinators, location of cleanup kits, and phone numbers of regulatory agencies to contact in the event of a spill.
- Update the SPECP regularly.
- Immediately notify Ecology, the local jurisdiction, and the local Sewer Authority if a spill may reach sanitary or storm sewers, ground water, or surface water, in accordance with federal and Ecology spill reporting requirements.

- Immediately clean up spills. Do not use emulsifiers for cleanup unless there is an appropriate disposal method for the resulting oily wastewater. Do not wash absorbent material down a floor drain or into a storm sewer.
- Locate emergency spill containment and cleanup kit(s) in high-potential spill areas. The contents of the kit shall be appropriate for the type and quantities of chemical liquids stored at the facility.

Recommended Additional Operational BMP: Spill kits should include appropriately lined drums, absorbent pads, and granular or powdered materials for neutralizing acids or alkaline liquids where applicable. In fueling areas: Package absorbent material in small bags for easy use and make available small drums for storage of absorbent and/or used absorbent. Deploy spill kits in a manner that allows rapid access and use by employees.

Appendix B – As-built Construction Plans

UNOFFICIAL DOCUMENT



CAL 48 HOLDINGS
 PROJECT NO. 13
 1-800-424-5555

Sound Development Group
 ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
 10000 14th Street, Suite 202
 Denver, CO 80202
 Tel: 303-752-7500 Fax: 303-752-7501

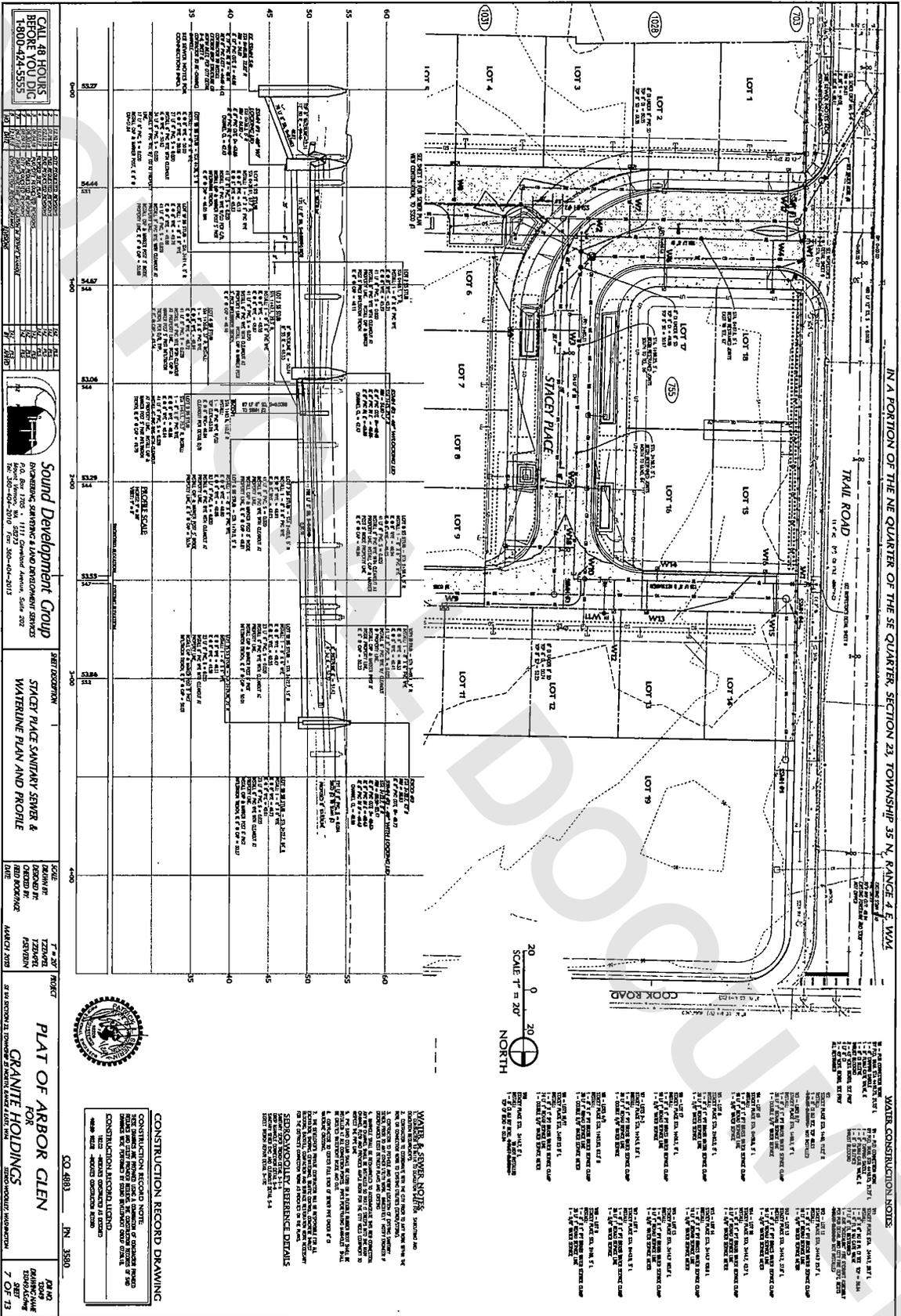
STAGE 1: STATION
 STAGE 2: PLACE ROAD AND STORM
 PLAN AND PROFILE

SCALE: 1" = 20'
 DATE: MARCH 2020

PROJECT: PLAY OF ARBOR CLEN FOR GRANITE HOLDINGS
 DRAWING NO. 2019-001
 SHEET NO. 6 OF 13

CO. 4883 PN. 3580





Appendix C – Inspector Form

UNOFFICIAL DOCUMENT

Structure Checklist

Inspection Date: _____

Catch Basin / Structure / Item	Inspector's Initials	Inspection notes and actions taken
1		
2		
3		
4		
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11		
12		
13		
14		
15		
16		
BIORETENTION CELLS		
1		
2		
3		
4		
5		

Appendix D – Inspection Checklists - Catch Basins

UNOFFICIAL DOCUMENT

Maintenance of Catch Basins

Date Inspected:

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
M	General	Trash and Debris (Includes Sediment) Structural Damage	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
			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.
			Clean out 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.
			Control device is not working properly due to missing out of place, or bent orifice plate	Plate is in place and works as designed.
Office Plate	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.	
		Obstruction	Pipe is free of all obstruction and works as designed.	
		Trash & Debris	No Trash or debris located immediately in front of catch basin or on grate opening.	
A	General	Sediment	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 (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.
			Measured from the bottom of basin to invert of the lowest pipe into or out of the basin.	

Maintenance of Catch Basins

Date Inspected:

	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.	
A	Catch Basin Cover	Fractures or Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound. 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.	Basin replaced or repaired to design standards. Pipe is regROUTED 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. Vegetation growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation blocking opening to basin. No vegetation or root growth present.
		Contamination and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.	No pollution present.
		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 operated 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.
A	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.
M	Outlet Pipe	Trash, Debris, Beaver dam	Trash, debris or any signs of beaver dam activity shall be removed upon inspection.	Outlet is free of trash, debris, or beaver dam blockage.
A	Metal Grates	Grate Opening unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
M	(if Applicable)	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
A	e)	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

A – Annually – preferably in September
M – Monthly – from November through April
S – After any major storm (1 inch in a 24 hour period)

Maintenance of Catch Basins

Date Inspected: _____

UNOFFICIAL DOCUMENT

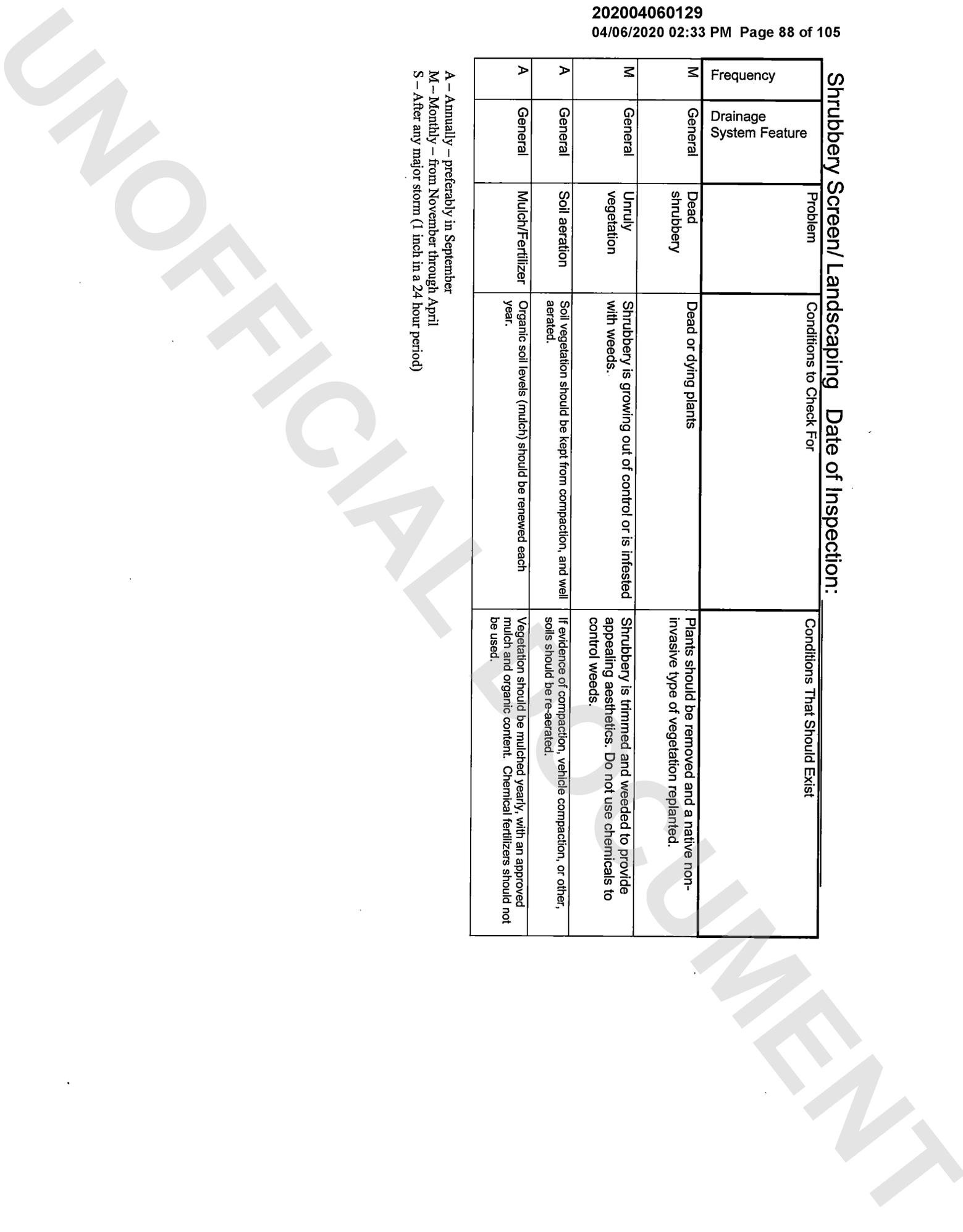
Appendix E – Inspection Checklists – Fencing / Shrubbery / Landscaping

UNOFFICIAL DOCUMENT

Shrubbery Screen/ Landscaping Date of Inspection:

Frequency	Drainage System Feature	Problem	Conditions to Check For	Conditions That Should Exist
M	General	Dead shrubbery	Dead or dying plants	Plants should be removed and a native non-invasive type of vegetation replanted.
M	General	Unruly vegetation	Shrubbery is growing out of control or is infested with weeds.	Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	General	Soil aeration	Soil vegetation should be kept from compaction, and well aerated.	If evidence of compaction, vehicle compaction, or other, soils should be re-aerated.
A	General	Mulch/Fertilizer	Organic soil levels (mulch) should be renewed each year.	Vegetation should be mulched yearly, with an approved mulch and organic content. Chemical fertilizers should not be used.

A – Annually – preferably in September
 M – Monthly – from November through April
 S – After any major storm (1 inch in a 24 hour period)



5.3.2 Site Design BMPs

The two BMPs in this section are general practices for design and maintenance. They are listed here as an encouragement to project designers. The extent to which the concepts within these BMPs must be followed depends upon changes in the site development codes, rules, and standards adopted by the local government.

BMP T5.40: Preserving Native Vegetation

Purpose and Definition

Preserving native vegetation on-site to the maximum extent practicable will minimize the impacts of development on stormwater runoff. Preferably 65 percent or more of the development site should be protected for the purposes of retaining or enhancing existing forest cover and preserving wetlands and stream corridors.

Applications and Limitations

New development often takes place on tracts of forested land. In fact, building sites are often selected because of the presence of mature trees. However, unless sufficient care is taken and planning done, in the interval between buying the property and completing construction much of this resource is likely to be destroyed. The property owner is ultimately responsible for protecting as many trees as possible, with their understory and groundcover. This responsibility is usually exercised by agents, the planners, designers and contractors. It takes 20 to 30 years for newly planted trees to provide the benefits for which trees are so highly valued.

Forest and native growth areas allow rainwater to naturally percolate into the soil, recharging ground water for summer stream flows and reducing surface water runoff that creates erosion and flooding. Conifers can hold up to about 50 percent of all rain that falls during a storm. Twenty to 30 percent of this rain may never reach the ground but evaporates or is taken up by the tree. Forested and native growth areas also may be effective as stormwater buffers around smaller developments.

On lots that are one acre or greater, preservation of 65 percent or more of the site in native vegetation will allow the use of full dispersion techniques presented in [BMP T5.30](#). Sites that can fully disperse are not required to provide runoff treatment or flow control facilities.

Design Guidelines

- The preserved area should be situated to minimize the clearing of existing forest cover, to maximize the preservation of wetlands, and to buffer stream corridors.
- The preserved area should be placed in a separate tract or protected through recorded easements for individual lots.
- If feasible, the preserved area should be located downslope from the building sites, since flow control and water quality are enhanced by flow dispersion through duff, undisturbed soils, and native vegetation.

Maintenance

- The preserved area should be shown on all property maps and should be clearly marked during clearing and construction on the site.
- Vegetation and trees should not be removed from the natural growth retention area, except for approved timber harvest activities and the removal of dangerous and diseased trees.

BMP T5.41: Better Site Design**Purpose and Definition**

Fundamental hydrological concepts and stormwater management concepts can be applied at the site design phase that are:

- more integrated with natural topography,
- reinforce the hydrologic cycle,
- more aesthetically pleasing, and
- often less expensive to build.

A few site planning principles help to locate development on the least sensitive portions of a site and accommodate residential land use while mitigating its impact on stormwater quality.

Design Guidelines

- **Define Development Envelope and Protected Areas** - The first step in site planning is to define the development envelope. This is done by identifying protected areas, setbacks, easements and other site features, and by consulting applicable local standards and requirements. Site features to be protected may include important existing trees, steep slopes, erosive soils, riparian areas, or wetlands.

By keeping the development envelope compact, environmental impacts can be minimized, construction costs can be reduced, and many of the site's most attractive landscape features can be retained. In some cases, economics or other factors may not allow avoidance of all sensitive areas. In these cases, care can be taken to mitigate the impacts of development through site work and other landscape treatments.

- **Minimize Directly Connected Impervious Areas** - Impervious areas directly connected to the storm drain system are the greatest contributors to urban nonpoint source pollution. Any impervious surface that drains into a catch basin or other conveyance structure is a "directly connected impervious surface." As stormwater runoff flows across parking lots, roadways, and other paved areas, the oil, sediment, metals, and other pollutants are collected and concentrated. If this runoff is collected by a drainage structure and carried directly along impervious gutters or in sealed underground pipes, it has no opportunity for filtering by plant material or infiltration into the soil. It also increases in velocity and amount, causing increased peak-flows in the winter and decreased base-flows in the summer.

Appendix F – Inspection Checklists – Roof Downspouts

UNOFFICIAL DOCUMENT

Downspout Checklist

Date Inspected: _____

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
A, S	General	General	Gutters, downspouts and their connection points should be inspected for leakage, failure, blockage.	Free-flowing roof water being conveyed.
A	Catch basin/Structure connection	Blockage between downspout and downstream structure connection.	Water is not freely flowing from downspout to downstream connection point/structure. See CB inspection checklist. Do NOT force with air or water the blockage downstream into the infiltration facility, unless the inlet pipe to the infiltration facility has been completely blocked, and the CB or structure is then vacuumed.	Outlet to downstream structure is clear, water freely flowing.

- A - Annually - preferably in September
- M - Monthly - from November through April
- S - After any major storm (1 inch in a 24 hour period)
- BW - Bi-weekly
- D - Daily

Appendix G – Inspection Checklists – Bioretention Cells

UNOFFICIAL DOCUMENT

Maintenance of Bioretention

Date Inspected:

Frequency	Maintenance Component	Defect	Condition When Maintenance is needed	Results Expected When Maintenance is Performed
M S A	General	Trash and Debris	Trash and debris accumulated in the bio-swale.	Trash and debris cleared from swale.
		Sediment Accumulation on Grass	Sediment Depth exceeds 2 inches	Remove sediment deposits on grass treatment area of the bio-swale. When finished, swale should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.
		Standing Water	When water stands in swale between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages; improve grade from head to foot of swale, remove clogged check dams, add underdrains or convert to a wet biofiltration swale.
		Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire swale depth.	Level the spreader and clean so that flows are spread evenly over entire swale width.
		Constant Baseflow	When small quantities of water continually flow through the swale, even when it has been dry for weeks, and an eroded, muddy channel has formed in the swale bottom.	Add a low flow pea gravel drain the length of the swale or bypass the baseflow around the swale.
		Poor Vegetation Cover	When grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Determine why grass growth is poor and correct that condition. Re-plant with plugs of grass from the upper slope; plant in the swale bottom at 8" intervals, or reseed into loosened fertile soil.
		Vegetation	When the grass becomes excessively tall (greater than 10"), when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow not impeded. Grass should be mowed to a height of 3 to 4 inches. Remove grass clippings.
		Excessive Shading	Grass growth is poor because sunlight does not reach swale.	If possible, trim back over hanging limbs and remove brushy vegetation on adjacent slopes.
		Inlet/Outlet	Inlet/Outlet clogged with sediment and/or debris	Remove material so that there is no clogging or blockage in the inlet and outlet area.
		Trash & Debris / Sediment in downstream catch basins	Sediment (in the basin) that exceeds 50 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 basins.
Erosion / Scouring	Eroded or scoured swale bottom due to flow channelization, or higher flows	For ruts or bare areas less than 12" wide, repair the damaged area by filling with crushed gravel. If bare areas are large, generally greater than 12" wide, the swale should be regraded and reseeded. For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8" intervals.		

A - Annually - preferably in September
M - Monthly - from November through April
S - After any major storm (1 inch in a 24 hour period)

must be supplied from the BSM that will be placed in the bioretention areas.

If testing infiltration rates is necessary for post-construction verification use the Pilot Infiltration Test (PIT) method or a double ring infiltrometer test (or other small-scale testing allowed by the local government with jurisdiction). If using the PIT method, do not excavate Bioretention Soil Mix (conduct test at level of finished Bioretention Soil Mix elevation), use a maximum of 6 inch ponding depth and conduct test before plants are installed.

Maintenance

Bioretention areas require annual plant, soil, and mulch layer maintenance to ensure optimum infiltration, storage, and pollutant removal capabilities. In general, bioretention maintenance requirements are typical landscape care procedures and include:

- **Watering:** Plants should be selected to be drought tolerant and not require watering after establishment (2 to 3 years). Watering may be required during prolonged dry periods after plants are established.
- **Erosion control:** Inspect flow entrances, ponding area, and surface overflow areas periodically, and replace soil, plant material, and/or mulch layer in areas if erosion has occurred. Properly designed facilities with appropriate flow velocities should not have erosion problems except perhaps in extreme events. If erosion problems occur the following should be reassessed: (1) flow volumes from contributing areas and bioretention cell sizing; (2) flow velocities and gradients within the cell; and (3) flow dissipation and erosion protection strategies in the pretreatment area and flow entrance. If sediment is deposited in the bioretention area, immediately determine the source within the contributing area, stabilize, and remove excess surface deposits.
- **Sediment removal:** Follow the maintenance plan schedule for visual inspection and remove sediment if the volume of the ponding area has been compromised.
- **Plant material:** Depending on aesthetic requirements, occasional pruning and removing dead plant material may be necessary. Replace all dead plants and if specific plants have a high mortality rate, assess the cause and replace with appropriate species. Periodic weeding is necessary until plants are established.
- **Weeding:** Invasive or nuisance plants should be removed regularly and not allowed to accumulate and exclude planted species. At a minimum, schedule weeding with inspections to coincide with important horticultural cycles (e.g., prior to major weed varieties dispersing seeds). Weeding should be done manually and without herbicide applications. The weeding schedule should become less frequent if the appropriate plant species and planting density are used and the selected plants grow to capture the site and exclude undesirable weeds.

- **Nutrient and pesticides:** The soil mix and plants are selected for optimum fertility, plant establishment, and growth. Nutrient and pesticide inputs should not be required and may degrade the pollutant processing capability of the bioretention area, as well as contribute pollutant loads to receiving waters. By design, bioretention facilities are located in areas where phosphorous and nitrogen levels may be elevated and these should not be limiting nutrients. If in question, have soil analyzed for fertility.
- **Mulch:** Replace mulch annually in bioretention facilities where heavy metal deposition is high (e.g., contributing areas that include gas stations, ports and roads with high traffic loads). In residential settings or other areas where metals or other pollutant loads are not anticipated to be high, replace or add mulch as needed (likely 3 to 5 years) to maintain a 2 to 3 inch depth.

Soil: Soil mixes for bioretention facilities are designed to maintain long-term fertility and pollutant processing capability. Estimates from metal attenuation research suggest that metal accumulation should not present an environmental concern for at least 20 years in bioretention systems, but this will vary according to pollutant load. Replacing mulch media in bioretention facilities where heavy metal deposition is likely provides an additional level of protection for prolonged performance. If in question, have soil analyzed for fertility and pollutant levels.

BMP T7.40: Compost-amended Vegetated Filter Strips (CAVFS)

Description

The CAVFS is a variation of the basic vegetated filter strip that adds soil amendments to the roadside embankment (See [Figure 7.4.3](#)). The soil amendments improve infiltration characteristics, increase surface roughness, and improve plant sustainability. Once permanent vegetation is established, the advantages of the CAVFS are higher surface roughness; greater retention and infiltration capacity; improved removal of soluble cationic contaminants through sorption; improved overall vegetative health; and a reduction of invasive weeds. Compost-amended systems have somewhat higher construction costs due to more expensive materials, but require less land area for runoff treatment, which can reduce overall costs.

Appendix H – Inspection and Maintenance requirements – Stormfilter

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StormFilter Inspection and Maintenance Procedures



Maintenance Guidelines

The primary purpose of the Stormwater Management StormFilter® is to filter and prevent pollutants from entering our waterways. Like any effective filtration system, periodically these pollutants must be removed to restore the StormFilter to its full efficiency and effectiveness.

Maintenance requirements and frequency are dependent on the pollutant load characteristics of each site. Maintenance activities may be required in the event of a chemical spill or due to excessive sediment loading from site erosion or extreme storms. It is a good practice to inspect the system after major storm events.

Maintenance Procedures

Although there are many effective maintenance options, we believe the following procedure to be efficient, using common equipment and existing maintenance protocols. The following two-step procedure is recommended::

1. Inspection

- Inspection of the vault interior to determine the need for maintenance.

2. Maintenance

- Cartridge replacement
- Sediment removal

Inspection and Maintenance Timing

At least one scheduled inspection should take place per year with maintenance following as warranted.

First, an inspection should be done before the winter season. During the inspection the need for maintenance should be determined and, if disposal during maintenance will be required, samples of the accumulated sediments and media should be obtained.

Second, if warranted, a maintenance (replacement of the filter cartridges and removal of accumulated sediments) should be performed during periods of dry weather.



In addition to these two activities, it is important to check the condition of the StormFilter unit after major storms for potential damage caused by high flows and for high sediment accumulation that may be caused by localized erosion in the drainage area. It may be necessary to adjust the inspection/maintenance schedule depending on the actual operating conditions encountered by the system. In general, inspection activities can be conducted at any time, and maintenance should occur, if warranted, during dryer months in late summer to early fall.

Maintenance Frequency

The primary factor for determining frequency of maintenance for the StormFilter is sediment loading.

A properly functioning system will remove solids from water by trapping particulates in the porous structure of the filter media inside the cartridges. The flow through the system will naturally decrease as more and more particulates are trapped. Eventually the flow through the cartridges will be low enough to require replacement. It may be possible to extend the usable span of the cartridges by removing sediment from upstream trapping devices on a routine as-needed basis, in order to prevent material from being re-suspended and discharged to the StormFilter treatment system.

The average maintenance lifecycle is approximately 1-5 years. Site conditions greatly influence maintenance requirements. StormFilter units located in areas with erosion or active construction may need to be inspected and maintained more often than those with fully stabilized surface conditions.

Regulatory requirements or a chemical spill can shift maintenance timing as well. The maintenance frequency may be adjusted as additional monitoring information becomes available during the inspection program. Areas that develop known problems should be inspected more frequently than areas that demonstrate no problems, particularly after major storms. Ultimately, inspection and maintenance activities should be scheduled based on the historic records and characteristics of an individual StormFilter system or site. It is recommended that the site owner develop a database to properly manage StormFilter inspection and maintenance programs..



Inspection Procedures

The primary goal of an inspection is to assess the condition of the cartridges relative to the level of visual sediment loading as it relates to decreased treatment capacity. It may be desirable to conduct this inspection during a storm to observe the relative flow through the filter cartridges. If the submerged cartridges are severely plugged, then typically large amounts of sediments will be present and very little flow will be discharged from the drainage pipes. If this is the case, then maintenance is warranted and the cartridges need to be replaced.

Warning: In the case of a spill, the worker should abort inspection activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct an inspection:

Important: Inspection should be performed by a person who is familiar with the operation and configuration of the StormFilter treatment unit.

1. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the access portals to the vault and allow the system vent.
4. Without entering the vault, visually inspect the inside of the unit, and note accumulations of liquids and solids.
5. Be sure to record the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges. If flow is occurring, note the flow of water per drainage pipe. Record all observations. Digital pictures are valuable for historical documentation.
6. Close and fasten the access portals.
7. Remove safety equipment.
8. If appropriate, make notes about the local drainage area relative to ongoing construction, erosion problems, or high loading of other materials to the system.
9. Discuss conditions that suggest maintenance and make decision as to whether or not maintenance is needed.

Maintenance Decision Tree

The need for maintenance is typically based on results of the inspection. The following Maintenance Decision Tree should be used as a general guide. (Other factors, such as Regulatory Requirements, may need to be considered)

1. Sediment loading on the vault floor.
 - a. If >4 " of accumulated sediment, maintenance is required.
2. Sediment loading on top of the cartridge.
 - a. If $>1/4$ " of accumulation, maintenance is required.
3. Submerged cartridges.
 - a. If >4 " of static water above cartridge bottom for more than 24 hours after end of rain event, maintenance is required. (Catch basins have standing water in the cartridge bay.)
4. Plugged media.
 - a. If pore space between media granules is absent, maintenance is required.
5. Bypass condition.
 - a. If inspection is conducted during an average rain fall event and StormFilter remains in bypass condition (water over the internal outlet baffle wall or submerged cartridges), maintenance is required.
6. Hazardous material release.
 - a. If hazardous material release (automotive fluids or other) is reported, maintenance is required.
7. Pronounced scum line.
 - a. If pronounced scum line (say $\geq 1/4$ " thick) is present above top cap, maintenance is required.



Maintenance

Depending on the configuration of the particular system, maintenance personnel will be required to enter the vault to perform the maintenance.

Important: If vault entry is required, OSHA rules for confined space entry must be followed.

Filter cartridge replacement should occur during dry weather. It may be necessary to plug the filter inlet pipe if base flows is occurring.

Replacement cartridges can be delivered to the site or customers facility. Information concerning how to obtain the replacement cartridges is available from Contech Engineered Solutions.

Warning: In the case of a spill, the maintenance personnel should abort maintenance activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct cartridge replacement and sediment removal maintenance:

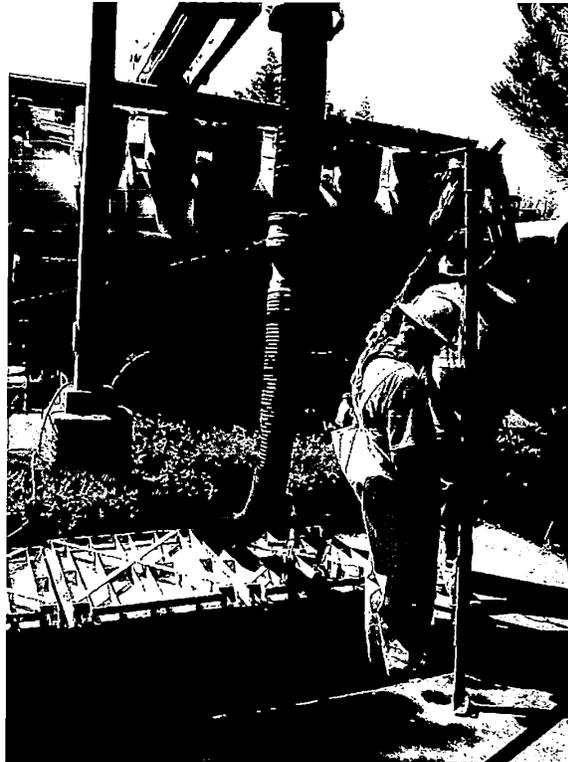
1. If applicable, set up safety equipment to protect maintenance personnel and pedestrians from site hazards.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the doors (access portals) to the vault and allow the system to vent.
4. Without entering the vault, give the inside of the unit, including components, a general condition inspection.
5. Make notes about the external and internal condition of the vault. Give particular attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the internal components.
6. Using appropriate equipment offload the replacement cartridges (up to 150 lbs. each) and set aside.
7. Remove used cartridges from the vault using one of the following methods:

Method 1:

- A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

Using appropriate hoisting equipment, attach a cable from the boom, crane, or tripod to the loose cartridge. Contact Contech Engineered Solutions for suggested attachment devices.

- B. Remove the used cartridges (up to 250 lbs. each) from the vault.



Important: Care must be used to avoid damaging the cartridges during removal and installation. The cost of repairing components damaged during maintenance will be the responsibility of the owner.

- C. Set the used cartridge aside or load onto the hauling truck.
- D. Continue steps a through c until all cartridges have been removed.

Method 2:

- A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.
- B. Unscrew the cartridge cap.
- C. Remove the cartridge hood and float.
- D. At location under structure access, tip the cartridge on its side.
- E. Empty the cartridge onto the vault floor. Reassemble the empty cartridge.
- F. Set the empty, used cartridge aside or load onto the hauling truck.
- G. Continue steps a through e until all cartridges have been removed.

8. Remove accumulated sediment from the floor of the vault and from the forebay. This can most effectively be accomplished by use of a vacuum truck.
9. Once the sediments are removed, assess the condition of the vault and the condition of the connectors.
10. Using the vacuum truck boom, crane, or tripod, lower and install the new cartridges. Once again, take care not to damage connections.
11. Close and fasten the door.
12. Remove safety equipment.
13. Finally, dispose of the accumulated materials in accordance with applicable regulations. Make arrangements to return the used **empty** cartridges to Contech Engineered Solutions.

Related Maintenance Activities - Performed on an as-needed basis

StormFilter units are often just one of many structures in a more comprehensive stormwater drainage and treatment system.

In order for maintenance of the StormFilter to be successful, it is imperative that all other components be properly maintained. The maintenance/repair of upstream facilities should be carried out prior to StormFilter maintenance activities.

In addition to considering upstream facilities, it is also important to correct any problems identified in the drainage area. Drainage area concerns may include: erosion problems, heavy oil loading, and discharges of inappropriate materials.



Material Disposal

The accumulated sediment found in stormwater treatment and conveyance systems must be handled and disposed of in accordance with regulatory protocols. It is possible for sediments to contain measurable concentrations of heavy metals and organic chemicals (such as pesticides and petroleum products). Areas with the greatest potential for high pollutant loading include industrial areas and heavily traveled roads.

Sediments and water must be disposed of in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. This typically requires coordination with a local landfill for solid waste disposal. For liquid waste disposal a number of options are available including a municipal vacuum truck decant facility, local waste water treatment plant or on-site treatment and discharge.



Inspection Report

Date: Personnel:

Location: System Size:

System Type: Vault Cast-In-Place Linear Catch Basin Manhole Other

Date:

Sediment Thickness in Forebay:

Sediment Depth on Vault Floor:

Structural Damage:

Estimated Flow from Drainage Pipes (if available):

Cartridges Submerged: Yes No Depth of Standing Water:

StormFilter Maintenance Activities (check off if done and give description)

Trash and Debris Removal:

Minor Structural Repairs:

Drainage Area Report

Excessive Oil Loading: Yes No Source:

Sediment Accumulation on Pavement: Yes No Source:

Erosion of Landscaped Areas: Yes No Source:

Items Needing Further Work:

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

Multiple horizontal lines for entering other comments.

Review the condition reports from the previous inspection visits.

StormFilter Maintenance Report

Date: _____ Personnel: _____

Location: _____ System Size: _____

System Type: Vault Cast-In-Place Linear Catch Basin Manhole Other

List Safety Procedures and Equipment Used: _____

System Observations

Months in Service: _____

Oil in Forebay (if present): Yes No

Sediment Depth in Forebay (if present): _____

Sediment Depth on Vault Floor: _____

Structural Damage: _____

Drainage Area Report

Excessive Oil Loading: Yes No Source: _____

Sediment Accumulation on Pavement: Yes No Source: _____

Erosion of Landscaped Areas: Yes No Source: _____

StormFilter Cartridge Replacement Maintenance Activities

Remove Trash and Debris: Yes No Details: _____

Replace Cartridges: Yes No Details: _____

Sediment Removed: Yes No Details: _____

Quantity of Sediment Removed (estimate?): _____

Minor Structural Repairs: Yes No Details: _____

Residuals (debris, sediment) Disposal Methods: _____

Notes:



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Support

- Drawings and specifications are available at www.conteches.com.
- Site-specific design support is available from our engineers.

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