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**DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
FOR
GARDEN MEADOWS SW**

Plat A# 202106180051

TITLE OF DOCUMENT:	DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GARDEN MEADOWS SW
DECLARANT/GRANTOR/GRANTEE:	GARDEN MEADOWS SW LLC
ABBREVIATED LEGAL DESCRIPTION:	PTN NE, NE; S23, T35, R4 E W.M.
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UNOFFICIAL DOCUMENT

ARTICLE I

1. INTIAL MATTERS – PURPOSES OF COVENANTS.

1.1 Name and Type of the Community and its Association.

The name of the Community is Garden Meadows SW. The Community is a Plat Community, as defined in the Governing Law and is subject to the Governing Law. The Community's Association, described with greater particularity in section 6.1, is a Washington Nonprofit Miscellaneous and Mutual Corporation known as Garden Meadows SW Homeowners Association.

1.2 Identification of Declarant and Property Subject to Covenants.

1.2.1 Identification of Declarant. The Declarant is Garden Meadows SW LLC, a Washington limited liability corporation.

1.3 Reference to Plat Map and Legal Description of Property Included in Community.

1.3.1 Reference to Plat Map. The Declarant has recorded with the Auditor of Skagit County, Washington the Plat of Garden Meadows. The Plat of Garden Meadows is recorded under Skagit County Auditor's File No. 202106180051, records of Skagit County, Washington.

1.3.2 Legal Description of Real Property Included in the Community. The real property included within the Community consists of the following and is defined as the "Property" below:

That portion of the Northeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 487 feet West of the Northeast corner of said Northeast Quarter of the Northeast Quarter; Thence West along the North line of the said Northeast Quarter of the Northeast Quarter 370 feet; Thence South 38 rods more or less to intersect the North line of the right-of-way of the Fairhaven and Southern Railroad; Thence Southeasterly along the North line of the said right-of-way to a point South of the place of beginning; Thence North to the point of beginning;

EXCEPT any portion thereof lying West of a line that is 463 feet East

of and parallel with the West line of the Northeast Quarter of the Northeast Quarter of said Section;

AND EXCEPT the rights-of-way of the Puget Sound and Baker River Railroad and County roads.

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

1.4 Purposes of the Plat and the Covenants.

1.4.1 General Purpose of Plat. The Plat has the legal effect of creating the Lots, Common Elements and other interests in real property included in this Community. The Plat also contains covenants and conditions relating to ownership of the Lots and maintenance of the Common Elements of the Community.

1.4.2 Covenants are Legally Binding – Common Plan of Development. This Declaration 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. This Declaration containing covenants, conditions, restrictions, reservations and plan, are binding upon all the Plat 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.

1.4.3 Specific Purpose – Governance of Community for Benefit of Lot Owners. The specific purpose of this Declaration is to develop and maintain an effective governance structure for the Community, consistent with the terms of the Governing Law, to facilitate the perpetual existence of the Community so that goods and services essential to the Upkeep of Common Elements and to the well-being of the Occupants of the Community may be assured. The Community shall be governed in perpetuity by the Association described below in

this Declaration.

ARTICLE II

2. DEFINITIONS.

Capitalized words in this Declaration shall have the meaning given to them in this Article II. The definitions set forth in the Governing Law shall be used for any words not defined herein.

- 2.1 “Allocated Interest” means the Common Expense liability and votes in the Association allocated to each Lot pursuant to RCW 64.90.235 and section 6.4.
- 2.2 “Annual Budget” means the budget adopted by the Board and ratified by the owners pursuant to section 9.1.
- 2.3 “ARC” or “Architectural Review Coordinator” or “Architectural Review Committee” means the coordinator or committee formed pursuant to section 4.4, 4.5, and 9.2 of this Declaration.
- 2.4 “Association” or “Lot Owners’ Association” means the property owners’ association that is described in Article VII.
- 2.5 “Board” means the board of directors of the Association.
- 2.6 “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, known as Garden Meadows SW Homeowners Association. This Community is a Plat Community as defined in the Governing Law.
- 2.7 “City” means the City of Sedro-Woolley.
- 2.8 “Declarant” means Garden Meadows SW LLC, or any Person specifically defined at RCW 64.90.010(17).
- 2.9 “Declaration” means this document and any amendments to this document.
- 2.10 “Dwelling” or “Dwelling Unit” means an improved portion of a Lot designed for separate ownership or occupancy and intended to serve as a personal residence.
- 2.11 “Governing Law” means the Washington Uniform Common Interest Ownership Act (Chapter 64.90 RCW) or any successor statute, and any

amendments thereto.

- 2.12 “Lot” means lots 1 thru 28 as shown on the Plat; “Lot” is intended to be coextensive with the term “Unit” as defined in the Governing Law, unless the context clearly evidences a different intent.
- 2.13 “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.
- 2.14 “Manager” or “Managing Agent” shall mean a natural person or business entity regularly engaged in the business of managing common interest communities.
- 2.15 “Mortgage” means a mortgage, deed of trust or real estate contract.
- 2.16 “Notice” means a notice provided under the provisions of RCW 64.90.515.
- 2.17 “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.
- 2.18 “Plat” means the Plat of Garden Meadows more specifically defined in section 1.3 and any amendments thereof. The term Plat includes all terms and conditions of plat approval given by agencies with jurisdiction.
- 2.19 “Plat Map” means the Plat Map of the Property recorded with Skagit County under Auditor’s File No. 202106180051 and any subsequent amendments thereof.
- 2.20 “Property” or “the Property” means the real property legally described in section 1.3.2 above. The Property is depicted on the Plat Map.
- 2.21 “Reserve” or “Reserves,” when used as a noun, means money on deposit in a reserve fund or reserve account, which terms are synonymous, established pursuant to RCW 64.90.535.
- 2.22 “Residential Purposes” means use for dwelling and human habitation, and for reasonable social, recreational or other uses normally incident to such purposes.
- 2.23 “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 section 9.5 of this Declaration.

- 2.24 “Stormwater Facilities” means those improvements constructed and maintained for the purpose of treating and detaining stormwater from the Property. Stormwater Facilities includes all swales, ponds, pipes, catch basins, culverts, ditches and other improvements that are part of the stormwater system for the Project, but shall not include the stormwater improvements located entirely within a Lot. The Stormwater Facilities may serve some or all of the Lots.
- 2.25 “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.

ARTICLE III

3. DESCRIPTION OF DEVELOPMENT PLAN, DEVELOPMENT RIGHTS, AND SPECIAL DECLARANT RIGHTS.

3.1 Development Plan.

3.1.1 Description of Conditions of Approval of Community. The Plat was approved and infrastructure was constructed in accordance with certain conditions of approval (“Development Plan”) approved by the City of Sedro Woolley, Washington under LP-2019-432.

3.1.2 Continued Consistency with Development Plan Required. All further use and development of the Community shall be consistent with the Governing Law, the Development Plan, and with any other City of Sedro Woolley land use and platting requirements applicable to the Plat.

3.2 Community Attributes. The Community consists of twenty-eight (28) Lots, three of which have been approved by the City of Sedro Woolley for multifamily (duplex units). All Lots are designed for Residential Purposes. Additionally, there is an open space tract and easements as set forth in Article XVI below.

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. These include the right to:

- (a) Add real estate or improvements to Community;
- (b) Create Lots, Common Elements, or Limited Common Elements within the Community;
- (c) Subdivide or combine Lots or convert Lots into Common Elements;
- (d) Reallocate Limited Common Elements with respect to Lots that have not been Conveyed by the Declarant.

3.3.2 Time Limits and Other Limitations on Development Rights. The Declarant may exercise Development Rights for a period of fifteen (15) years after the date of recording of this Declaration.

3.3.3 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 Community subject to such rights.

3.4 Special Declarant Rights.

3.4.1 General Reservation of 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: (a) To complete any improvements indicated on the Map or described in the Declaration or described in the Public Offering Statement pursuant to RCW 64.90.610(1)(h); (b) to exercise any Development Right reserved under section 3.3; (c) to maintain sales offices, management offices, signs advertising the Community, and model Dwellings; (d) to use the Common Element Easements for the purpose of making improvements within the Community or serving the Community; (e) merge or consolidate the Community with another Community of the same form of Ownership; (f) appoint or remove any officer or Board member of the Association or any Master Association or to veto or approve a proposed action of any Board or Association pursuant to RCW 64.90.415(1); (g) control any construction design review or aesthetic standards committee or process; (h) attend meeting of the Unit Owners, except during an executive session, the Board; (i) have access to the records of the Association to the same extent as a Lot Owner.

- 3.4.2 Time Limits on the Exercise of Special Declarant Rights. Except as otherwise provided in the Governing Law, Special Declarant Rights shall terminate fifteen (15) years from the date of recording of this Declaration.

ARTICLE IV

4. LOTS AND DWELLINGS.

- 4.1 Number and Location of Lots. The Community contains twenty-eight (28) platted Lots. The locations and dimensions of the Lots are shown on the Map.
- 4.2 Initial Construction of Improvements Within Lots. Improvements will be constructed within the Lots, subject to Plat conditions and applicable City of Sedro Woolley ordinances.
- 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 Lot Owner(s) of any other Lot(s) affected thereby, in the manner provided in the Governing Law and applicable subdivision ordinance.
- 4.3.2 Combination of Lots. Two or more Lots may be combined into a lesser number of Lots by the Declarant based on Development Rights or upon application to the Association by the Lot Owners of those Lots and upon approval by the Board pursuant to this section 4.3, followed by approval by the City of Sedro Woolley. 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 of Sedro Woolley. Following receipt of approval by the City, the Board shall prepare any amendments to the Declaration and Map required under the requirements of section 4.3.3.

- 4.3.3 Amendments to Declaration. The Declaration may be amended pursuant to RCW 64.90.285.
- 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 Declaration shall be paid to the Association by the Lot Owners of the affected Lots prior to recordation of the required amendments to the Declaration.
- 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 Architectural and Design Review.
- 4.4.1. Design Guidelines. Design for improvements constructed within the Lots within this Community shall be consistent with the theme of the Community established by the Declarant. All construction (including landscaping, any accessory buildings, fencing, and exterior colors) must be approved in writing in advance by the Architectural Review Coordinator ("ARC"), as provided in Sections 4.4.2 and 8.2 below.
- 4.4.2. Design Review. To preserve a harmonious architectural and aesthetic appearance of improvements constructed within the Community, no new construction or improvements of any nature whatsoever shall be constructed or placed on any Lot by any person other than the Declarant or its successors and/or affiliate(s) 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, along with a Design Review fee of up to \$300.00. Upon approval, one set of plans shall be retained among the permanent records of the Association and one copy shall be returned to the Lot Owner, appropriately marked. The builder and/or Lot Owner are encouraged to submit plans to the ARC at the earliest possible date.
- 4.4.3. Time for Approval – No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications and details within the time described in section 8.2 hereof. No construction activity by other Persons other than the Declarant or its successors and/or affiliate(s) may commence prior to such approval.

against such Lot, pursuant to section 9.5.

4.6.4 Association's Responsibility. The Association shall have primary responsibility to provide Upkeep of the Common Elements.

4.6.5 Pervious Concrete. The pervious concrete used on the driveways as shown on the Plat Map shall be maintained by the Association. See section 15.1.3 for further details.

4.7 Alterations of Dwellings and Lots. Subject to the provisions of this Declaration and other provisions of law, a Lot Owner:

(a) May make any lawful improvements or alterations to the interior portions of a Dwelling constructed within a Lot Owner's Lot that do not directly affect any other Lot or the Common Elements;

(b) May not change the exterior appearance of any Dwelling or other structure constructed within the Lot, nor construct or erect any additional improvements within the Lot without permission of the Board;

(c) Any reconstruction of the exterior portions of any Dwelling or other structure constructed within a Lot, and the construction of additional improvements within the Lot must be compatible with other Dwellings and structures in the Community as determined by the Board; and

(d) May not further add impervious surfaces on the Lot after construction of the initial structure is completed without prior approval from the City and to a standard that is consistent with other development in the Community.

4.8 Damaged Improvements. If a Dwelling or other major improvement located upon a Lot is damaged or destroyed, the Lot 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 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 Lot Owner, provided that the Lot Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

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. 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 Lot Owner by the ARC at the Lot Owner's expense.
- 4.5.2. Governmental Permits. Approval by the Declarant or the ARC shall not relieve a Lot Owner from the obligation to obtain any required governmental permits. The Lot Owner shall deliver all approvals and permits required by law to the ARC prior to the commencement of any construction requiring such approval or permit. 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 ARC, 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.
- 4.5.3. Timing of Construction. Any person obtaining approval of the ARC for construction of improvements on a Lot shall commence construction or alteration in accordance with plans and specifications approved within six (6) months after the date of approval and shall substantially complete any construction or alteration within six (6) months after start of excavation/construction, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped. Notwithstanding the foregoing, the ARC's approval may provide for a different period during which to commence or complete construction. If any such person does not

commence work within six months after approval, or such other time period determined by the ARC, then approval shall lapse.

- 4.5.4. No Permanent Construction within Easements. No permanent building, deck, fencing or other structure shall be constructed within the easements or on the Lots depicted on the Plat unless approved by the ARC.

4.6 Upkeep of Lots and Dwellings.

- 4.6.1 Lot Owners' General Responsibility. Each Lot Owner shall have the right and the duty to keep the Dwelling and its equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior redecorating at any time necessary to maintain the good appearance and condition of the Dwelling. Each Lot Owner shall also be responsible for the Upkeep of decks and any and all other exterior portions of the Dwelling not maintained by the Association, along with individual heating, ventilating or air-conditioning equipment, wherever located, installed for the sole and exclusive use of the Lot, and of any hot tub or other structure, device or equipment lying outside the Dwelling but lying within the Lot. 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(s), nor shall it be construed to limit the powers or obligations of the Association hereunder. All costs for fulfilling the requirements of this section shall be paid by the Lot Owner.

- 4.6.2 Upkeep of Lot Landscaping. Each Lot Owner shall maintain its yard in a neat, attractively landscaped or gardened condition. Lot Owners shall water, mow, prune, weed and fertilized gardens and landscaping as may reasonably be required. The cost of water involved in watering and irrigation shall be the responsibility of the Lot Owner.

- 4.6.3 Upkeep by Association. If Upkeep to portions of a Lot for which the Lot 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 Lot Owner of said Lot has failed or refused to perform said maintenance or repair as required by section 4.6.1 and 4.6.2, within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Lot 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

ARTICLE V

5. COMMON ELEMENTS.

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

5.1.1 The Open Space Tract located at the southwest section of the Community, as shown on the Plat Map.

5.1.2 The Stormwater Facilities located throughout the Community located within easements as shown on the Plat Map.

5.2 Partition, Conveyance, or Encumbrance.

5.2.1 Generally No Sale or Encumbrance. The Common Elements of the Community shall not be abandoned by act or omission, and no Lot Owner or other person may bring any action that impairs the rights of the Community in the Common Elements.

5.2.2 Conveyance or Encumbrance by Association. The Common Elements may not be extinguished, modified or otherwise impaired by the Board. The easement rights that make up the Common Elements may not be extinguished, amended or compromised by the Board, except by amendment to this Declaration.

5.3 Allocated Interest in Common Elements – Election by Declarant. In this Community, the Declarant has opted NOT to allocate an undivided interest in the Common Elements to each Lot in the Community.

5.4 Maintenance, Repair and Replacement. The Association is generally responsible for maintenance, repair and replacement of the Common Elements. The following are specific maintenance obligations of the Association:

5.4.1 Stormwater Maintenance. All on-site permanent Stormwater Facilities located within the Property shall be maintained in perpetuity in a manner that allows them to function as originally designed. The Association, or its designated representative, is solely responsible for the inspection, maintenance, repair and replacement of all permanent Stormwater Facilities located on site and any and all costs associated therewith per the Stormwater Facilities Operations and Maintenance Manual, a copy of which is attached as Exhibit A. The City of Sedro-Woolley is under no obligation to maintain or repair permanent Stormwater Facilities located on the Property.

The City shall have the right to enter onto the Property for inspection and compliance purposes. Should inspection reports (either by the Association or by the City) indicate the permanent Stormwater Facilities are not being properly maintained or show signs of failure and the Association has not remedied any maintenance obligation to perform work that is necessary to maintain the permanent Stormwater Facilities, the City may (but is not obligated to) maintain or repair the Stormwater Facilities and recover any and all costs so incurred by the City from the Association.

- 5.4.2 Open Space Tract. The Association shall be responsible for the maintenance of the Open Space Tract as shown on the Plat Map. This includes all landscaping, water meter and irrigation.
- 5.5 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. No improvements within the Common Elements shall be damaged, altered, constructed in, or removed from the Common Elements except with the prior written consent of the Board.
- 5.6 Limited Common Elements. The Community does not, at the present time, have any Limited Common Elements.
- 5.7 Off-site Obligations. The Association, to the extent necessary, shall be responsible for landscaping (including street trees) from and between the Lot lines and the City of Sedro Woolley right-of-way (North Trail Road, Jones Road, and F & S Grade Road). Although these areas should be maintained by the City of Sedro-Woolley, the Association has the right to maintain these areas. This includes the areas on the north side of Lots 1, 2, 12, and 13 as well as the areas on the south side of Lots 11 and 28 ("Entrance Areas"). It is the Declarant's intent that the Entrance Areas be better landscaped than is typical for similar developments within the Sedro-Woolley area. This includes, but is not limited to, mowing, weeding, trimming, and routine maintenance of landscaping.

ARTICLE VI

6. LOT OWNERS' ASSOCIATION.

- 6.1 Name and Form of Association. The name of the Association shall be "Garden Meadows SW Homeowners Association." The Association has been incorporated by the Declarant, as a non-profit corporation under the laws of the State of Washington and pursuant to Chapter 24.06 RCW. The rights and duties

of the members and of the Association shall be governed by the provisions of the Governing Law and of 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 and Duties of Association.

6.2.1 Duties and 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 and other real property within the Community, 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, on into the indefinite future.

6.2.2 Statutory Powers Exercised by Board of Directors. 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 in order to do so, except as otherwise expressly provided herein.

6.2.3 Power to Borrow and/or Assign Future Income. Without limiting the foregoing, the Association also shall have the power to borrow and/or assign its right to future income (including the right to collect and receive Assessments), provided that each assignment of Assessments must comply with RCW 64.90.405(4).

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 initial Bylaws of the Association.

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, or "vote."

6.5 Bylaws of Association - Consistent with RCW 64.90.410. Initial Bylaws for the administration of the Association and for other purposes not inconsistent with this Declaration have been or will be prepared by the Declarant. The initial Bylaws are subject to the approval of the initial Board.

ARTICLE VII

7. 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 and section 3.4, the Declarant has reserved 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 shall have the powers and be responsible for the duties described in RCW 64.90.405.

7.2.2 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.

7.2.3 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 Agents/Employees. The Board's authority with respect to the Common Elements and responsibilities as stated in Article V is 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.

ARTICLE VIII

8. PERMITTED AND PROHIBITED USES AND ARCHITECTURAL CONTROL

8.1 Permitted and Prohibited Uses.

8.1.1 Residential Use. Dwellings constructed within Lots in this Community

shall be used primarily for Residential Purposes and for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Dwelling may also be used for a professional office 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. There shall be no commercial uses permitted within Lots, except as permitted in section 8.1.1.
- 8.1.3 Hazardous Substances. A Person shall maintain or store on or in the Community 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 inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Community or to the public health or safety, or the health or safety of any lawful occupants of the Community.
- 8.1.4 Accessory or Temporary Structures. No structure of a temporary character, nor any trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothesline, shed or other accessory buildings shall be erected, used or maintained on any Lot absent the written consent of the Board, which may promulgate Rules governing such matters. Temporary structures, as reasonably necessary, may be erected in connection with construction activities associated with the original construction of Dwellings within the Community, for such periods of time as may be reasonable for such purposes.
- 8.1.5 Lighting. All outdoor lighting shall be directional and shall in all instances, be directed away from the street and neighboring Lots. Decorative holiday lighting shall be removed no later than thirty (30) days after the date of the holiday.
- 8.1.6 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Other household pets are limited to fish and

small indoor caged animals. Dogs shall be kept and confined in fenced areas or on leashes when within the Property. Owners shall clean up after their pets within the Property. No dangerous, or potentially dangerous dogs shall be allowed within the Property, and no Owner shall harbor or keep a dog that frequently or habitually howls, barks or makes other loud noises or unreasonably annoys or disturbs other people within the Community. All pens and enclosures must be approved by the ARC prior to construction and shall be kept clean and odor free at all times.

- 8.1.7 Protection of Trees. Owners and Occupants shall not cut down trees located on Lots within the Plat unless such trees are dead. It shall be necessary for homeowners to obtain the permission of the Board before cutting or pruning such trees. This provision only applies to trees in the Plat as developed by Declarant and trees planted prior to Declarant's development and shall not apply to trees which owners' plant on their Lots. Any removal of trees shall comply strictly with all Governing Laws.
- 8.1.8 Trash and Recycling Containers. Waste and recycling containers may not be left on the street except on pickup days.
- 8.1.9 Signs. No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot or Common Element, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the Property during the construction and sale period. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by Declarant. Political yard signs of a temporary nature, and not more than five square feet in size, will be allowed on Lots during campaign periods. Within five days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Property in violation of this provision to be removed or destroyed. Notwithstanding the foregoing, the Declarant shall have the right to maintain such signage on the Property as it deems necessary in its sole discretion incident to the sales process.
- 8.1.10 Parking. No vehicle shall be parked on the Property in a way that inhibits vehicular or pedestrian traffic thereon, or blocks mailboxes. Commercial-type vehicles, campers, trailers, motor homes, or boats are prohibited from parking on any driveway or common parking space but

may be parked in enclosed garages or similar structures.

8.1.10.1 No garage shall be used for a storage, work, or shop area if such use impairs the ability of an occupant to park a motor vehicle therein. Garages may not be converted to living space without the approval of the Board

8.1.10.2 No vehicle repairs or maintenance shall be done in any driveway, common parking spaces or street.

8.1.10.3 The Association may direct that any vehicle or other thing improperly parked or kept in a garage, driveway, common parking space, or on private roads or sidewalks be removed at the risk and cost of the Owner thereof.

- 8.1.11 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 lessee to comply with such provisions shall be a default under the lease, entitles the Association to enforce such provisions as a party to such lease. All tenancies must be pursuant to a written lease and all leases shall be given to the Association by the Lot Owner, and the Association is entitled to receive contact information for every tenant. A lease shall include month-to-month rentals, but transient occupancy for a fee under any form of use, rental or license agreement for periods of less than thirty (30) days is not permitted. Subleasing less than all of a Dwelling is not permitted except for Lots 9, 11 and 28.
- 8.1.12 Timesharing. Timesharing is not permitted on this Property and no Lot may be conveyed or held pursuant to any timeshare plan.
- 8.1.13 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. Owners and Occupants shall refrain from making loud noises or playing musical instruments, radios, televisions, electronic music or using amplifiers at noise levels that may disturb other Occupants of the Property or disturb surrounding property owners in the neighborhood.
- 8.1.14 Antennas & Receivers. No exterior aerials, antennas, microwave

receivers or satellite dishes for television or other purposes shall be permitted on any Lot except as follows:

- a) The ARC will not require prior approval as to placement and screening from Lot Owners who wish to install satellite dishes which are exempt from regulation by homeowners' associations based on current FCC rulings.
- b) Owner wishing to install satellite dishes which are not exempt from regulation by homeowners' associations based on current FCC rulings are required to obtain approval from the Architectural Reviewer prior to installation.

8.1.15 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.

8.2 Architectural Control.

8.2.1 General Authority of Declarant and Board of Directors. To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the improvements constructed within the Community on all Lots. Initially, as provided in sections 4.4, 4.5 hereof and section 8.2.2 below, the Declarant shall constitute or designate the ARC to perform such architectural control, and may regulate the external design, signage, appearance, construction, use and Upkeep of the Property. To ensure consistency of architectural design during the process of development, the Declarant shall retain such rights during the entire period of development. However, the Declarant also reserves the right, in a Record provided to the Board at an earlier date, to permit the Board of Directors to promulgate or modify design guidelines for the Community and to perform architectural control, in whole or in part, as permitted in this Declaration, PROVIDED that construction and development activities on a Lot conducted by the Declarant or its Affiliates after such early transfer of architectural control to the Association shall not be affected by any such new or modified design guidelines or be subject to

architectural review by the Association. The Board of Directors shall have the power to impose reasonable application fees to evaluate any additions or changes to a Dwelling proposed by a Lot Owner; such fees shall constitute a Specially Allocated Assessment against the affected Lot Owner.

- 8.2.2 Authority to Perform or Delegate Functions of ARC. The Declarant or its designees shall initially serve as the ARC for the Association. After the Declarant has ceased performing architectural control as described above, the Board of Directors 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"), to coordinate compliance with the design guidelines (if any) of the Community, and perform such additional functions as may be delegated to it in the Bylaws or in a resolution of the Board adopted for such purpose.
- 8.2.3 Time for Approval – No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications and details within six weeks of receipt thereof. Upon failure to respond within such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval. By regulation, the Board may establish more specific time-frames for the granting of approval following the termination of Declarant control.
- 8.2.4 Status of Design Guidelines. Design guidelines approved by the Declarant or by the Board of Directors (if any) shall be enforceable as if set forth in full herein as covenants.
- 8.2.5 Authority to Grant Variances. The ARC shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written design guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Lot Owner but describing the variance and the reasons therefore in a written instrument which shall be part of the records of the Association. ARC precedent shall be deemed useful, but not conclusively binding. Upon such written approval of any specific variance or exception from the requirements of the design guidelines, all development conforming to such variance or exception shall be deemed lawful.
- 8.2.6 No Liability for Architectural Review. Neither the Declarant nor the Association nor any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this

Declaration, with respect to elements of architectural control or as to scenic views, or otherwise.

ARTICLE IX

9. COMMON EXPENSES AND ASSESSMENTS.

- 9.1 Annual Budget for the Association. At such time as may be deemed necessary or desirable by the Board, but more than 30 days prior to a meeting called for such purpose, the Board shall prepare an Annual Budget that shall estimate the Common Expenses. Specially Allocated Expenses assessable under section 9.5 shall be budgeted as necessary in such fashion that they will be properly apportioned and assessed against only the affected Lots. All budgets shall be adopted pursuant to RCW 64.90.525.
- 9.2 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 section 9.1.
- 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 section 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).

- 9.3.4 Payable in Installments. Unless otherwise determined by the Board, the annual Assessment against each Lot for its proportionate share of the Common Expenses shall be billed quarterly and payable in four (4) equal, quarterly installments, and each installment shall be payable as shown on the invoice.
- 9.3.5 Transfer Fees on Resales. A New Lot Owners Fee equal to three (3) months' worth of the annual assessment against the Lot shall continue to be due and owing to the Association upon the transfer of title of a Lot upon its resale to a subsequent purchaser ("Resale New Lot Owners Fee"). The Resale New Lot Owners Fee shall be collected at the closing of a Lot's resale in addition to any outstanding assessment obligations affecting the Lot, to fund the Association's reserves so as to enhance the Association's ability to maintain, repair, replace, manage and improve the Common Elements, for the common benefit of all the Lot Owners.
- 9.4 Option of Declarant to Pay Some or All Expenses 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.
- 9.5 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.
- 9.6 Association Accounts. The Association must keep all funds of the Association in the name of the Association with a Qualified Financial Institution and the fund shall be managed and held consistent with the requirements of RCW 64.90.475 and 64.90.530.
- 9.7 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may: 1) be paid annually to the Lot Owners in proportion to their Common Expense liabilities;

2) be credited to them to reduce their future Common Expense Assessments; or 3) remain in the operating account at the Board's discretion.

9.8 Lot Owners Personally Liable for Common Expenses.

9.8.1 Suit Against Lot Owner Authorized. 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.

9.8.2. Association's Failure to Adopt Budget Does Not Release Lot Owners. The failure or delay of the Board to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of a Lot Owner's share of an Assessment, and in the absence of an Annual Budget or adjusted Annual Budget, each Lot Owner shall continue to pay (with or without Notice) a monthly Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and Notice thereof has been sent to the Lot Owner.

9.8.3 Late Fees Authorized. The Association may from time to time establish reasonable late charges pursuant to RCW 64.90.485(18).

9.8.4 No Waiver or Exemption of Liability for Assessments. No Lot Owner may exempt himself or herself from liability with respect to any portion of the Common Expenses for any reason, including without limitation a waiver of the enjoyment of the right to use any of the Common Elements or by leasing, rental or abandonment of his or her Lot or otherwise.

9.9 Lien for Assessments and Power of Sale. 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 Chicago Title 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.

- 9.10 Automatic Perfection and Priority of Liens. Recording of this Declaration constitutes record notice and perfection of the Association's statutory lien. Further notice or recordation of any claim of lien for Assessments is not required but is not prohibited. The Board may thus record a Notice of Claim of Lien for delinquent Assessments in the real property records of any county in which the Community is located. Assessment lien priority shall be governed by RCW 64.90.485.
- 9.11 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 section, 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 section 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 section 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.**
- 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.

ARTICLE X

10. INSURANCE, DESTRUCTION, RESTORATION & DISTRIBUTION.

10.1 Authority, General Provisions, Name of Insured.

10.1.1 General Provisions. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Board shall obtain and maintain for the Association insurance as required under the Governing Law. 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.

10.1.2 Name of Insured – Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: “Garden Meadows SW Homeowners 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. Lot 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.

10.1.4. 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.

10.2 Lot Owners’ and Tenants’ Policies.

10.2.1 Lot Owners to acquire their own Insurance. Each Lot Owner shall obtain, at such Lot Owner’s expense, an insurance policy, to insure against loss or damage to the Dwelling and other improvements on the Lot, and to personal property used in or incidental to the occupancy of the Lot. Such coverage should 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 Dwellings 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.

10.2.2 Tenants must acquire their own Insurance. Tenants may be held liable to the Association under circumstances described in detail in section 12.4 hereof, and to other third parties under general principles of law. As a result, any tenant must obtain an HO-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.

10.2.3 Board has no Obligation to Monitor Lot Owners' or Tenants' Insurance. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under this section 10.2; such responsibility, and the risks to the Lot Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner or tenant. A Lot Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure for the risks described in section 10.2 and for any other risks for which coverage is readily available under HO-6 or HO-4 policies.

10.3 Reconstruction Following Casualty Loss.

10.3.1 Duty to Reconstruct. Any portion of the Community for which insurance is required under this subsection 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).

10.3.2 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

11. 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

12. 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, the Governing Documents and Bylaws. All remedies provided to the Association in this Article may be enforced against any tenant or other Occupant of a Lot.

12.2 Liability for Conduct Causing Common Expense.

12.2.1 Liability for Negligence. Any expense of the Association caused by the negligence or intentional misconduct of any Lot Owner or that Lot Owner's tenant, guest, invitee or Occupant may be assessed against the Lot Owner's Lot after notice and an opportunity to be heard, to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Expenses incurred by the Association may be assessed against a Lot as a Specially Allocated Assessment.

12.2.2 Hearing to Determine Owner's Liability. An Owner whose conduct appears to justify imposition of a Specially Allocated Assessment pursuant to Subsections 12.2.1 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 an Owner.

12.3 Enforcement by Association. The Board shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in 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. All rights, remedies and procedures available to the Association when dealing with Lot Owners under the Governing Documents and Bylaws shall be available to the Association when dealing with any tenant or other Occupant of a Lot Owner.

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.

ARTICLE XIII

13. LIMITATION OF LIABILITY.

13.1 Liability of Directors and Officers - Indemnification.

13.1.1 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.

13.1.2 Indemnification of Directors and Officers. The Association shall indemnify and hold harmless each of the Directors and Officers 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 of the Association, against amounts paid in settlement incurred by him or her in connection with such action, suit or proceeding if (s)he acted in good faith and in a manner (s)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

14. MORTGAGEE PROTECTION.

14.1 Rights Available Only to Eligible Mortgagees. With respect to any action requiring the consent of a specified number or percentage of mortgagees, 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 Community 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. 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) 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 (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 Documents 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 section, 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 Lot 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. 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. Additionally, no changes to the Common Elements shall be made without the prior consent of the City.

(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.

ARTICLE XV

15. EASEMENTS.

15.1 Easements for Lots, Lot Owners and Association Functions.

15.1.1 Easements for Association Functions. There is hereby granted 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 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, granted and conveyed 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 granted for the benefit of the Association, City of Sedro Woolley, Puget Sound Energy, Cascade Natural Gas Company, Verizon, Comcast, Skagit PUD, and any other purveyors of such

services as herein before described, as well as any of their successors in interest. To the extent there is a utilities conflict, the City of Sedro Woolley shall have priority. In addition to the above, which is not shown specifically on the Plat Map, the above easement terms shall apply to the areas designated on the Plat Map as follows: "5' UTILITY EASEMENT TO THE BENEFIT OF LOT 19" (Easement H); and "5' UTILITY EASEMENT TO THE BENEFIT OF LOT 13" (Easement N).

15.1.3 Cross Use Easements. There are seven (7) shared driveway, access and utility easements within the Community. These easement areas shall be maintained by the Association and subject to a Specially Allocated Assessment to the benefitted owners. These areas are depicted on the Plat Map as "20' INGRESS, EGRESS, STORM AND UTILITIES EASEMENT (SHARED)" (Easements A, B, C, D, E, F, and G) on sheet 4 of 4 as well as "CROSS USE EASEMENTS" on sheet 2 of 4 and are further described as follows:

15.1.3.1 Lots 1, 2, 3, and 4 (Easement E). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 1, 2, 3, and 4. This easement is located over and across a portion of Lots 1 and 3 and is depicted on the Plat Map as Easement E.

15.1.3.2 Lots 5, 6, 7, and 8 (Easement F). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 5, 6, 7, and 8. This easement is located over and across a portion of Lots 5 and 7 and is depicted on the Plat Map as Easement F.

15.1.3.3 Lots 9 and 10 (Easement G). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 9 and 10. This easement is located over and across a portion of Lot 9 and is depicted on the Plat Map as Easement G.

15.1.3.4 Lots 12, 13, 14 and 15 (Easement D). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 12, 13, 14 and 15. This easement is located over and across a portion of Lots 13 and 15 and is depicted on the Plat Map as Easement D.

15.1.3.5 Lots 16, 17, 18 and 19 (Easement C). A vehicular and pedestrian access and utilities easement is reserved, declared and

created in favor of Lots 16, 17, 18, and 19. This easement is located over and across a portion of Lots 17 and 19 and is depicted on the Plat Map as Easement C.

15.1.3.6 Lots 20, 21, 22 and 23 (Easement B). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 20, 21, 22, and 23. This easement is located over and across a portion of Lots 21 and 23 and is depicted on the Plat Map as Easement B.

15.1.3.7 Lots 24, 25, 26 and 27 (Easement A). A vehicular and pedestrian access and utilities easement is reserved, declared and created in favor of Lots 24, 25, 26, and 27. This easement is located over and across a portion of Lots 25 and 27 and is depicted on the Plat Map as Easement A.

15.1.4 Storm Drainage Easement and Storm Water Easement. There is hereby granted to the Association an easement over and across that portion of Lots 1, 3, 5, 7, 9, 13, 15, 17, 19, 21, 23, 25, and 27 as depicted on the Plat as "10' PRIVATE STORM DRAINAGE EASEMENT" for purposes of creating and maintaining a stormwater facility which is part of the Stormwater Facilities for the benefit of the Association. Maintenance obligations are more fully set forth in section 5.4.1.

15.1.5 Waterline Easements. There are five (5) waterline easements within the Community. These waterline easements shall be maintained by the Association and subject to a Specially Allocated Assessment to the benefitted Owners. These areas are depicted on the Plat Map as "10' PRIVATE WATERLINE EASEMENT" (Easements J, K, L, and M) and are further described as follows:

15.1.5.1 For Benefit of Lots 15 and 17 (Easement J). A nonexclusive waterline easement is reserved, declared and created in favor of Lots 15 and 17 over and across a portion of Lots 14 and 16 depicted on the Plat Map as Easement J.

15.1.5.2 For Benefit of Lots 23 and 25 (Easement K). A nonexclusive waterline easement is reserved, declared and created in favor of Lots 23 and 25 over and across a portion of Lots 22 and 24 depicted on the Plat Map as Easement K.

15.1.5.3 For Benefit of Lots 3 and 5 (Easement L). A nonexclusive waterline easement is reserved, declared and created in

favor of Lots 3 and 5 over and across a portion of Lots 4 and 6 depicted on the Plat Map as Easement L.

15.1.5.4 For Benefit of Lots 7 and 9 (Easement M). A nonexclusive waterline easement is reserved, declared and created in favor of Lots 7 and 9 over and across a portion of Lots 8 and 10 depicted on the Plat Map as Easement M.

15.1.6 Private Sewer Easement. A private sewer easement is hereby reserved, declared and created in favor of Lot 28 over and across a portion of Lot 26 depicted on the Plat Map as Easement P. Any and all maintenance of the sewer line located within the easement area shall be the responsibility of Lot 28.

15.2 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 during *bona fide* emergencies.

15.3 Easements for Declarant. The Declarant, pursuant to the Governing Law, hereby reserves easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or for exercising Special Declarant Rights, whether arising under the Governing Law or reserved in this Declaration. Without limiting the generality of the foregoing, such easements include the following:

15.3.1 General Reservation of Easements. Declarant hereby reserves non-exclusive easements for ingress, egress and utilities over and across all Common Elements.

15.3.2 Specific Rights. The easements reserved under this section 15.3 shall entitle the Declarant and its affiliates, successors, devisees and transferees, for the development to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility conduits, lines, pipes, culverts or other facilities of any nature or description whatsoever, and to travel over and connect with roadways, driveways, walkways, open areas or utility systems developed and employed in any completed phases of the Community. The Declarant also reserves the right to grant easements to public utility companies and to convey to such companies utility lines, pipes, wires, ducts, conduits and/or other facilities in furtherance of such grants.

15.3.3 Liability for Costs and Restoration. Declarant shall bear the cost of

tie-ins to such utilities and roads and shall not connect with such utilities in a manner that impairs or significantly reduces the quality of the utility service to any part of the Community; provided, that if said tie-ins cause an increase in the cost of delivering affected utility services to any part of the Community, that cost shall be borne by the Declarant. Declarant shall properly clean up and restore any Common Elements excessively worn or damaged through exercise of any of the easement rights reserved herein.

- 15.4 Easements Shown on Plat. 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 of Sedro Woolley as noted on the Plat Map. These easements are non-exclusive easements and are subject to Rules established by the Association.

ARTICLE XVI

16. AMENDMENT OF DECLARATION, PLAT AND PLANS.

16.1 Procedure for Amendment of Declaration.

Amendments to the Declaration are governed by RCW 64.90.285.

16.2 Lender Requirements.

All Lot Owners covenant and agree for themselves, their heirs, successors and assigns to vote in favor of and implement any amendment to this Declaration that may be necessary to satisfy the requirements of the Federal National Mortgage Association, Federal Housing Administration and Housing and Urban Development in order to qualify the Community for financing through those federal agencies. By this agreement, Lot Owners authorize the Board to adopt and record the necessary amendments and agree that any amendment made pursuant to this section, satisfies the requirements of RCW 64.90.285.

ARTICLE XVII

17. 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 such Mortgagees and other lienholders as may be required by law, or by Article XV hereof, provided that the City of Sedro Woolley must also consent to such action before it may become effective.

ARTICLE XIII

18. MISCELLANEOUS.

- 18.1 Notice. Notice shall be given as required under RCW 64.90.515.
- 18.2 Severability. All provisions of the Governing Documents, and Organizational 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, Organizational Document or application to other Persons or circumstances is not affected.
- 18.3 No Right of First Refusal. There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.
- 18.4 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.
- 18.5 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.
- 18.6 Effective Date. This Declaration shall take effect upon recording.

-----SIGNATURE PAGE FOLLOWS-----

EXHIBIT "A"
STORMWATER
OPERATION AND MAINTENANCE (O&M) MANUAL

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

for:

Garden Meadows

Located at:

606 F & S Grade Road, Sedro Woolley, WA

Skagit County Parcel Number(s):

P37229

Prepared for:

Garden Meadows SW, LLC

*702 Metcalf, Suite A / PO Box 619
Sedro Woolley, WA 98284
(360) 755-3101*

Prepared by:

Ravnik & Associates

***1633 Lindamood Lane/PO Box 361
Burlington, WA 98233
(360)707-2048***

MAINTENANCE RESPONSIBILITIES for DRAINAGE FACILITIES

All on-site permanent private stormwater facilities (catch basins, pipes, pervious concrete, infiltration systems and control structures, etc) shall be maintained in perpetuity in a manner that allows them to function as originally designed. These private facilities include private pervious driveways, roof drain infiltration trenches (along east and west sides of the site), control structures 100 and 101, and associated piping. The homeowners association of the property or its designated representative, is solely responsible for the inspection, maintenance, repair and replacement of all permanent private stormwater facilities located on private areas of the site and any and all costs associated therewith. The City of Sedro-Woolley is under no obligation to maintain or repair permanent stormwater facilities located outside the proposed rights of way. These public facilities shall include the ROW infiltration trench (below the 10-foot wide sidewalk), CB's within ROW, Control structure 1A, and Downstream Defender vaults, and associated piping. The City shall maintain public stormwater facilities.

The homeowners 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 inspection 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 homeowners association or by the City) indicate the permanent stormwater facilities are not being properly maintained or show signs of failure and the property homeowners association has not remedied any maintenance standards exceedances, 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 has not been performed by the property homeowners association, and recover any and all costs so incurred by the City from the property homeowners association.

Project Site:

Refer to the accompanying civil site plan for the location of catch basins, pipes, water quality vaults, a ROW infiltration trench, private Roof Drain infiltration trench areas, associated control structures, and pervious private driveway surfaces, etc.

For the public ROW, The roadway conveys runoff to water quality vaults into an underlying bed of clean drainrock infiltration trench located along the easterly side of the public roadway, under the 10-foot wide sidewalk. Over time, water accumulated within

the underlying drainrock infiltrates into the ground. During large storm events which exceed the infiltration trenches capacity to detain and infiltrate runoff, it will overflow via a riser northerly into the storm system located along the south side of Jones Road. This infiltration system, associated control structure, two downstream defender vaults, and associated piping will be located within the ROW and be maintained by the City.

Private storm systems to serve new homes and driveways will be comprised of a Roof Drain Infiltration system located along the east and west property lines, associated control structures, and shared pervious driveways as noted. The “private” facilities will be owned and maintained by a homeowners association.

Catch Basins throughout the site shall be inspected once a year to identify accumulated levels of silt and debris within catch basin sumps and general structure integrity. Refer to the Table 3.5 from the 2014 DOE Stormwater Manual and Table V-4.5.2(5) from the 2014 DOE Stormwater Manual regarding maintenance of catch basin structures.

Stormwater Conveyance Piping shall be inspected once each year, and at not more than five-year intervals, all storm water pipes shall be flushed. Flushed debris shall be contained and disposed offsite, not allowed to enter any infiltration facility or offsite ditch.

Control Structures shall be inspected once a year to identify accumulated levels of silt, trash, or debris within structure along with any structural damage. With any material accumulation 0.5-feet in depth or greater, maintenance is needed to remove the material. Maintain structure for structural damages, maintain cleanout gates, orifice plates, overflow pipes, and catch basin structure. Trash or debris shall be removed which is located immediately in from to the catch basin opening or blocking inletting capacity of the basin by more than 10%. Cover shall be maintained with missing or only partially in place, or mechanism cannot be opened by one maintenance person with proper tools. Refer to the Table V-4.5.2(4) from the 2014 DOE Stormwater Manual regarding maintenance of control structures.

Infiltration Trenches shall be inspected once a year to identify accumulated levels of silt and the system shall be flushed as deemed needed by inspection. For the private “Roof Drain” infiltration trenches, the cost of this maintenance work will be borne by for private sections of the project is the responsibility of the homeowners association. The cost of this work for the infiltration trench serving the public roadway shall be borne by the City.

Permeable Pavement, which are private, shall be cleaned once a year by a company experienced in maintaining and cleaning pervious surfaces. Clean surface debris from pavement surface by vacuum/sweep permeable paving installation using high efficiency regenerative air or vacuum sweeper annually, and in addition when the surface is clogged and ponding on the surface during a rain event does not infiltrate. Vacuuming shall be done during dry weather. These costs will be will be borne by the homeowners association. Table V-4.5.2(22) from the 2014 DOE Stormwater Manual regarding maintenance of Permeable Pavement.

Energy Dissipaters shall be inspected once a year to identify any soil erosion, accumulated sediment build up, clogged perforations, and visual evidence of water discharging at concentrated points along trench to determine maintenance to be performed. Refer to the Table V-4.5.2(7) from the 2014 DOE Stormwater Manual. Energy dissipaters, in the form of quarry spall check dams down for the outlets from the private “Roof drain infiltration systems” shall be inspected and maintained by the homeowners association. Energy dissipaters, quarry spall check dams located at the ends of culverts and/or from the outlet from the ROW infiltration system will be inspected and/or maintained by the City as these serve public facilities.

Downstream Defender Vaults:

The Downstream Defender vaults will treat public roadway runoff and thus will be maintained by the City. These vaults shall be maintained as required by the manufacture for their 4-ft unit and per information provided with this O & M section. Upon installation and during construction, it is recommend that the Downstream Defender vaults be inspected every three months and cleaned as needed. The Downstream Defender Operations and Maintenance Manual is attached. These vaults serve the public right of way, therefore inspection and maintenance of these vaults will be the responsibility of the City.

Maintenance Responsibilities and Reporting

All on-site permanent private stormwater facilities (Private “Roof Drain infiltration system”, two control CB’s (#100 and 101), pervious “Private Driveways”) and associated piping shall be maintained in perpetuity in a manner that allows them to function as originally designed. The owner of the property, association or its designated representative, is solely responsible for the inspection, maintenance, repair and replacement of all permanent stormwater facilities located on site and any and all costs associated therewith. The City of Sedro-Woolley is under no obligation to maintain or repair permanent stormwater facilities located outside of rights of way within this site.

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 inspection 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. A copy of the City’s Annual Inspection document is attached for reference.

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 exceedances, 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 has not been performed by the property owner, and recover any and all costs so incurred by the City

from the property owner. 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.

No. 4 – Control Structure/Flow Restrictor

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall.	Structure securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes--other than designed holes--in the structure.	Structure has no holes other than designed holes.
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
		Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).
Catch Basin	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).

No. 5 – Catch Basins

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

No. 5 – Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed
	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (If Applicable)	Grate opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing.	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

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

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

No. 7 – Energy Dissipaters

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

No. 22 - Maintenance Standards and Procedures for Permeable Pavement.

Note that the inspection and routine maintenance frequencies listed below are recommended by Ecology. They do not supersede or replace the municipal stormwater permit requirements for inspection frequency required of municipal stormwater permittees for "stormwater treatment and flow control BMPs/facilities."

Component	Recommended Frequency*		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Surface/Wearing Course				
Permeable Pavements, all	A, S		Runoff from adjacent pervious areas deposits soil, mulch or sediment on paving	<ul style="list-style-type: none"> Clean deposited soil or other materials from permeable pavement or other adjacent surfacing Check if surface elevation of planted area is too high, or slopes towards pavement, and can be regraded (prior to regrading, protect permeable pavement by covering with temporary plastic and secure covering in place) Mulch and/or plant all exposed soils that may erode to pavement surface
Porous asphalt or pervious concrete		A or B	None (routine maintenance)	<p>Clean surface debris from pavement surface using one or a combination of the following methods:</p> <ul style="list-style-type: none"> Remove sediment, debris, trash, vegetation, and other debris deposited onto pavement (rakes and leaf blowers can be used for removing leaves) Vacuum/sweep permeable paving installation using: <ul style="list-style-type: none"> Walk-behind vacuum (sidewalks) High efficiency regenerative air or vacuum sweeper (roadways, parking lots) ShopVac or brush brooms (small areas) Hand held pressure washer or power washer with rotating brushes Follow equipment manufacturer guidelines for when equipment is most effective for cleaning permeable pavement. Dry weather is more effective for some equipment.
	A _b		Surface is clogged; Puddling on surface or water flows off the permeable pavement surface during a rain event (does not infiltrate)	<ul style="list-style-type: none"> Review this overall performance of the facility (note that small clogged areas may not reduce overall performance of facility) Test the surface infiltration rate using ASTM C1701 as a corrective maintenance indicator. Perform one test per installation, up to 2,500 square feet. Perform an additional test for each additional 2,500 square feet up to 15,000 square feet total. Above 15,000 square feet, add one test for every 10,000 square feet. If the results indicate an infiltration rate of 10 inches per hour or less, then perform corrective maintenance to restore permeability. To clean clogged pavement surfaces, use one or combination of the following methods: <ul style="list-style-type: none"> Combined pressure wash and vacuum system calibrated to not dislodge wearing course aggregate. Hand held pressure washer or power washer with rotating brushes Pure vacuum sweepers Note: If the annual/biannual routine maintenance standard to clean the pavement surface is conducted using equipment from the list above, corrective maintenance may not be needed.
	A		Sediment present at the surface of the pavement	<ul style="list-style-type: none"> Assess the overall performance of the pavement system during a rain event. If water runs off the pavement and/or there is ponding then see above. Determine source of sediment loading and evaluate whether or not the source can be reduced/eliminated. If the source cannot be addressed, consider increasing frequency of routine clearing (e.g., twice per year instead of once per year).
	Summer		Moss growth inhibits infiltration or poses slip safety hazard	<ul style="list-style-type: none"> Sidewalks: Use a stiff broom to remove moss in the summer when it is dry Parking lots and roadways: Pressure wash, vacuum sweep, or use a combination of the two for cleaning moss from pavement surface. May require stiff broom or power brush in areas of heavy moss.
	A		Major cracks or trip hazards and concrete spalling and raveling	<ul style="list-style-type: none"> Fill potholes or small cracks with patching mixes Large cracks and settlement may require cutting and replacing the pavement section. Replace in-kind where feasible. Replacing porous asphalt with conventional asphalt is acceptable if it is a small percentage of the total facility area and does not impact the overall facility function. Take appropriate precautions during pavement repair and replacement efforts to prevent clogging of adjacent porous materials

* Frequency: A= Annually; B= Biannually (twice per year); S= Perform inspections after major storm events (24-hour storm event with a 10-year or greater recurrence interval).
 † Inspection should occur during storm event.

No. 22 (continued) - Maintenance Standards and Procedures for Permeable Pavement.

Component	Recommended Frequency *		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Surface/Wearing Course (cont'd)		A or B	None (routine maintenance)	<ul style="list-style-type: none"> Clean pavement surface using one or a combination of the following methods: <ul style="list-style-type: none"> Remove sediment, debris, trash, vegetation, and other debris deposited onto pavement (rakes and leaf blowers can be used for removing leaves) Vacuum/sweep permeable paving installation using: <ul style="list-style-type: none"> Walk-behind vacuum (sidewalks) High efficiency regenerative air or vacuum sweeper (roadways, parking lots) Shop/Vac or brush brooms (small areas) Note: Vacuum settings may have to be adjusted to prevent excess uptake of aggregate from paver openings or joints. Vacuum surface openings in dry weather to remove dry, encrusted sediment. Review the overall performance of the facility (note that small clogged areas may not reduce overall performance of facility) Test the surface infiltration rate using ASTM C1701 as a corrective maintenance indicator. Perform one test per installation, up to 2,500 square feet. Perform an additional test for each additional 2,500 square feet up to 15,000 square feet total. Above 15,000 square feet, add one test for every 10,000 square feet. If the results indicate an infiltration rate of 10 inches per hour or less, then perform corrective maintenance to restore permeability. Clogging is usually an issue in the upper 2 to 3 centimeters of aggregate. Remove the upper layer of encrusted sediment, and fines, and/or vegetation from openings and joints between the pavers by mechanical means and/or suction equipment (e.g., pure vacuum sweeper). Replace aggregate in paver cells, joints, or openings per manufacturer's recommendations
	A ^b		Surface is clogged: Ponding on surface or water flows off the permeable pavement surface during a rain event (does not infiltrate)	<ul style="list-style-type: none"> Assess the overall performance of the pavement system during a rain event. If water runs off the pavement and/or there is ponding, then see above. Determine source of sediment loading and evaluate whether or not the source can be reduced/eliminated. If the source cannot be addressed, consider increasing frequency of routine cleaning (e.g., twice per year instead of once per year). Sidewalks: Use a stiff broom to remove moss in the summer when it is dry Parking lots and roadways: Vacuum sweep or stiff broom/power brush for cleaning moss from pavement surface
	A		Sediment present at the surface of the pavement	Remove individual damaged paver blocks by hand and replace or repair per manufacturer's recommendations
	Summer		Moss growth inhibits infiltration or poses slip safety hazard	Refill per manufacturer's recommendations for interlocking paver sections
	A		Paver block missing or damaged	May require resetting
	A		Loss of aggregate material between paver blocks	<ul style="list-style-type: none"> Remove sediment, debris, trash, vegetation, and other debris deposited onto pavement (rakes and leaf blowers can be used for removing leaves) Use vacuum broom to remove and replace top course aggregate Follow equipment manufacturer guidelines for cleaning surface.
	A		Settlement of surface	<ul style="list-style-type: none"> Replace aggregate in paving grid per manufacturer's recommendations Remove pins, pry up grid segments, and replace gravel Replace grid segments where three or more adjacent rings are broken or damaged Follow manufacturer guidelines for repairing surface.
	A ^b	A or B	Aggregate is clogged: Ponding on surface or water flows off the permeable pavement surface during a rain event (does not infiltrate)	May require resetting
	A		Paving grid missing or damaged	<ul style="list-style-type: none"> Replenish aggregate material by spreading gravel with a rake (gravel level should be maintained at the same level as the plastic ring or no more than 1/4 inch above the top of rings). See manufacturer's recommendations. Manually remove weeds
	A		Settlement of surface	<ul style="list-style-type: none"> Presence of weeds may indicate that too many fines are present (refer to Actions Needed under "Aggregate is clogged" to address this issue)

* Frequency: A= Annually; B= Biannually (twice per year); S = Perform inspections after major storm events (24-hour storm event with a 10-year or greater recurrence interval).

^b Inspection should occur during storm event.

No. 22 (continued) - Maintenance Standards and Procedures for Permeable Pavement.

Component	Recommended Frequency *		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Surface/Wearing Course (cont'd)				
Open-graded paving grid with grass		A or B	None (routine maintenance)	<ul style="list-style-type: none"> Remove sediment, debris, trash, vegetation, and other debris deposited onto pavement (rakes and leaf blowers can be used for removing leaves) Follow equipment manufacturer guidelines for cleaning surface. Rehabilitate per manufacturer's recommendations.
	A ^b		Aggregate is clogged: Ponding on surface or water flows off the permeable pavement surface during a rain event (does not infiltrate)	<ul style="list-style-type: none"> Remove plants, pry up grid segments, and replace grass Replace grid segments where three or more adjacent rings are broken or damaged Follow manufacturer guidelines for repairing surface.
	A		Paving grid missing or damaged	<ul style="list-style-type: none"> Remove plants, pry up grid segments, and replace grass Replace grid segments where three or more adjacent rings are broken or damaged Follow manufacturer guidelines for repairing surface.
	A		Settlement of surface	<ul style="list-style-type: none"> May require resetting
	A		Poor grass coverage in paving grid	<ul style="list-style-type: none"> Restore growing medium, reseed or plant, aerate, and/or amend vegetated area as needed Traffic loading may be inhibiting grass growth; reconsider traffic loading if feasible
		As needed	None (routine maintenance)	<ul style="list-style-type: none"> Use a mulch mower to mow grass
		A	None (routine maintenance)	<ul style="list-style-type: none"> Spinkle a thin layer of compost on top of grass surface (1/2" top dressing) and sweep it in Do not use fertilizer
		A	Weeds present	<ul style="list-style-type: none"> Manually remove weeds Mow, torch, or inoculate and replace with preferred vegetation
Inlets/Outlets/Pipes				
Inlet/outlet pipe	A		Pipe is damaged	Repair/replace
	A		Pipe is clogged	Remove roots or debris
Underdrain pipe	Clean pipe as needed	Clean orifice at least biannually (may need more frequent cleaning during wet season)	Plant roots, sediment or debris reducing capacity of underdrain (may cause prolonged drawdown period)	<ul style="list-style-type: none"> Jet clean or rotary cut debris/roots from underdrain(s) If underdrains are equipped with a flow restrictor (e.g., orifice) to attenuate flows, the orifice must be cleaned regularly
Raised subsurface overflow pipe	Clean pipe as needed	Clean orifice at least biannually (may need more frequent cleaning during wet season)	Plant roots, sediment or debris reducing capacity of underdrain	<ul style="list-style-type: none"> Jet clean or rotary cut debris/roots from underdrain(s) If underdrains are equipped with a flow restrictor (e.g., orifice) to attenuate flows, the orifice must be cleaned regularly
Outlet structure	A, S		Sediment, vegetation, or debris reducing capacity of outlet structure	<ul style="list-style-type: none"> Clear the blockage Identify the source of the blockage and take actions to prevent future blockages

* Frequency: A= Annually; B= Biannually (twice per year); S = Perform inspections after major storm events (24-hour storm events (24-hour storm event with a 10-year or greater recurrence interval)).
^b Inspection should occur during storm event.

No. 22 (continued) - Maintenance Standards and Procedures for Permeable Pavement.

Component	Recommended Frequency ^a		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Inlets/Outlets/Pipes (cont'd)				
Overflow	B		Native soil is exposed or other signs of erosion damage are present at discharge point	Repair erosion and stabilize surface
Aggregate Storage Reservoir				
Observation port	A, S		Water remains in the storage aggregate longer than anticipated by design after the end of a storm	If immediate cause of extended ponding is not identified, schedule investigation of subsurface materials or other potential causes of system failure.
Vegetation				
Adjacent large shrubs or trees		As needed	Vegetation related fallout clogs or will potentially clog voids	<ul style="list-style-type: none"> Sweep leaf litter and sediment to prevent surface clogging and ponding Prevent large root systems from damaging subsurface structural components
Leaves, needles, and organic debris		Once in May and Once in September	Vegetation growing beyond facility edge onto sidewalks, patios, and street edge	Edging and trimming of planted areas to control groundcovers and shrubs from overreaching the sidewalks, paths and street edge improves appearance and reduces clogging of permeable pavements by leaf litter, mulch and soil.
		In fall (October to December) after leaf drop (1-3 times, depending on canopy cover)	Accumulation of organic debris and leaf litter	Use leaf blower or vacuum to blow or remove leaves, ewgreen needles, and debris (i.e., flowers, blossoms) off of and away from permeable pavement

^a Frequency: A= Annually; B= Biannually (twice per year); S = Perform inspections after major storm events (24-hour storm event with a 10-year or greater recurrence interval).
^b Inspection should occur during storm event.