

RETURN ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Document Title(s)**

Declaration of Protective Covenants, Conditions, Easements and Restrictions for Sterling Crossing

**Reference Numbers(s) of related documents**

Excise = None

Additional Reference #-s on page 2

**Grantor(s)** (Last, First and Middle Initial)

Sterling Crossing

Sterling Crossing, LLC

Additional grantors on page

**Grantee(s)** (Last, First and Middle Initial)

The Public

Additional grantees on page

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range,

quarter/quarter)

Parcels A & E BLA06111143TC, PTN SE NW 12-17-2W

Additional legal is on page

**Assessor's Property Tax Parcel/Account Number**

12712230100

12712230200

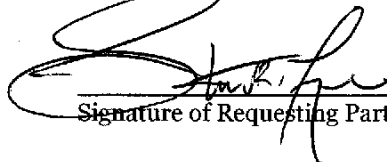
12712230202

12712230101

Additional parcel #-s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

  
Signature of Requesting Party

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 1 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 1 of 72



After Recording Return to:  
Bryce H. Dille  
of Campbell, Dille & Barnett, PLLC  
317 South Meridian  
Puyallup, WA 98371

Thurston County Treasurer

Real Estate Excise Tax paid

By 11/29/07 MCDK Deputy

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, EASEMENTS & RESTRICTIONS FOR  
STERLING CROSSING**

---

Grantor: Sterling Crossing, LLC, a Washington Limited Liability Company  
Grantee: Sterling Crossing  
Legal Description (abbreviated): Lots 1 through 88 of the Plat of Sterling Crossing recorded  
under Thurston County Auditor's Recording Number 3978450.  
Assessor's Tax Parcel Number \_\_\_\_\_

---

The Declarant herein as the owners in fee of the real property legally described in this Declaration, hereby covenant, agree, and declare, that all of the properties and housing units constructed on the properties are and will be held, sold, and conveyed subject to this Declaration which is made for the purpose of enhancing and protecting the value, the desirability and attractiveness of the properties for the benefit of all the properties and their owners. The covenants, restrictions, reservations, and conditions, contained in this Declaration shall run with the land as easements and equitable servitudes, and shall be binding upon the properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any lot on the properties and upon their respective heirs, successors and assigns.

**ARTICLE ONE: DEFINITIONS**

For purposes of the Declaration, Articles of Incorporation and Bylaws of the Association, certain words and phrases have particular meanings, which are as follows:

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\BHD\MA\ford-A-Home 12676\Sterling Crossing .01\2\Declaration.wpd

Page 1 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 2 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 2 of 72



1. "ACC" shall mean the Architectural Control Committee, as described in this Agreement.

2. "Articles" shall mean the Association's articles of incorporation and any amendments.

3. "Association" shall mean the Sterling Crossing Homeowners Association which shall be formed as a nonprofit corporation for the purpose of administering this Declaration.

4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

5. "Bylaws" shall mean the Association's Bylaws and any amendments.

6. "Common Areas" shall include but not be limited to Tracts A, B, C, D, E, F, and G, and the private road tracts and any other common area tracts as delineated on the Plat of Sterling Crossing. Common areas shall also mean the property both real and personal in which the Association has been granted an ownership interest, easement, or right of control by any written instrument including this Declaration or by delineation and Declaration of the same on the plat map recorded for the plat of Sterling Crossing.

7. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

8. "Declarant" The Declarant shall mean Sterling Crossing, LLC, a Washington Limited Liability Company. Until such time as Sterling Crossing, LLC has sold all the lots by that party, then such party shall jointly exercise all rights reserved to the Declarant as set forth in this Declaration. At any time as such party has sold or conveyed all the lots held by that entity then that party shall no longer be considered a Declarant.

9. "Development Period" shall mean the period of time from the date of recording of this Declaration until 180 days after the date upon which 100% of the lots have been sold by the Declarant or any shorter period, as determined by the Declarant. A partial delegation of authority by the Declarant of any of the management duties described in this Declaration shall not terminate the development period. In the event any loans with respect to any of the lots are insured through the Federal Housing Administration (FHA), the Veteran's Administration (VA), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation, then in that event, the Development Period shall terminate at such time as 75% of all of the lots have been closed and sold to other than builders.

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

Page 2 of 39

I:\DATA\IDBHD\MAfford-A-Home 12676\Sterling Crossing 012\Declaration.wpd

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant

Page 3 of 72

3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement

Page 3 of 72



10. "Housing Unit" shall mean the building occupying a Lot.

11. "Institutional First Mortgagee" or "Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mote or deed of trust against a Lot or Housing Unit thereon.

12. "Lot" shall refer to one of the Lots located in the Plat of Sterling Crossing consisting of Lots 1 through 88 of the Plat of Sterling Crossing.

13. "Member" shall mean every person or entity that holds a membership in the Association.

14. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Properties.

15. "Owner" shall mean the recorded owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.

16. "Person" shall mean a natural person, a corporation, a partnership, trustee or other legal entity.

17. "Real Property" that is subject to this declaration is legally described as Lots 1 through 88 of the Plat of Sterling Crossing together with all common areas as defined by this Declaration.

18. "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract.

## **ARTICLE TWO: MANAGEMENT OF COMMON AREAS AND ENFORCEMENT OF DECLARATION**

Section One: Development Period. During the development period the Declarant Sterling Crossing, LLC shall appoint the sole director of the Association. The Declarant may also appoint members of the Association to other committees or positions in the Association as the Declarant deems appropriate to serve at the Declarant's discretion and may assign such

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\ID\BHD\MAfford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

Page 3 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 4 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 4 of 72



responsibilities, privileges, and duties to the Members as the Declarant determines for such time as the Declarant determines. Any member appointed by the Declarant during the development period may be dismissed at the Declarant's discretion. The Declarant shall also appoint members to the Architectural Control Committee. At such time as the Declarant has sold and conveyed all lots, then the Declarant may resign as a director of the Association and from any other committees for the duration of the development.

At such time as the Declarant has sold and conveyed all lots then the Declarant shall be entitled to appoint a director to the Association as well as a Member to the Architectural Control Committee.

Section Two: Purpose of Development Period. The Declarant's control of the Association during the Development Period is established in order to ensure that the Properties and the Association will be adequately administered in the initial phases of development, ensure an orderly transition of Association operations, and to facilitate the Declarant's completion of construction of Housing Units.

Section Three: Authority of Association After Development Period. At the expiration of the Declarant's management authority the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. Such authority shall include all authority provided for in the Association's Articles, Bylaws, rules and regulations and this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this agreement.

Section Four: Delegation of Authority. The Board of Directors, the Declarant may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation. The Board and the Declarant shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors or the Declarant.

Section Five: Notice to Owners. Not less than ten nor more than thirty days prior to the termination of the development, the Declarant who then constitute the Board, shall give written notice of termination of the development period to the owner of each lot. Said notice shall specify the date when the development period will terminate and that at such time a meeting of the Members shall be called in accordance with the by-laws which Members shall then elect directors in accordance with the terms and provisions of the Articles of Incorporation and by-laws of this Declaration.

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\BHD\MAfford-A-Home.12676\Sterling Crossing .012\Declaration.wpd



**ARTICLE THREE: MEMBERSHIP**

Every person or entity who is an Owner of any Lot agrees to be a Member of the Association by acceptance of a deed for such Lot. Membership may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

**ARTICLE FOUR: VOTING RIGHTS**

Members shall be entitled to one vote for each Lot owned. No more than one vote shall be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. Members' votes may be solicited and tabulated by mail or facsimile.

**ARTICLE FIVE: DEED AND DEDICATION OF COMMON AREAS**

Section One: Conveyance of Common Areas: Upon recording of this Declaration, the Declarant does hereby convey and transfer all of its right, title and interest in and to Tracts A, B, C, D, E, F and G and the private road tracts, as shown on the plat of Sterling Crossing, to the Sterling Crossing Homeowners Association; reserving, however, to the Declarant for the benefit of the Declarant, its successors and assigns, those certain rights of use, ingress, egress, and occupation and control indicated elsewhere in this Declaration for the duration of the development, at which time this reservation shall cease and then be of no further force and effect. These tracts and other properties and improvements as described herein are referred to as the "Common Areas" together with any other easements which are defined as being "Common Areas" under the terms of this Declaration.

Section Two: Property Rights in Common Areas: The Association shall have the right and obligation to maintain improvements, vegetation, signage and utilities in and on all common areas subject to any restrictions delineated on the plat of the properties. The Association shall have the exclusive right to use and manage the common areas in a manner consistent with the plat, this Declaration, the Articles and the by-laws of the Association.

**ARTICLE SIX: MAINTENANCE AND COMMON EXPENSES**

Section One: Standard of Maintenance - Common Areas. The Association shall maintain the Common Areas in a manner consistent with good building and nursery practices, and in compliance with all applicable codes and regulations. The common areas shall include

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\DRH\DMW\ford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



but not be limited as defined below together with all easements which are for the benefit of all lot owners. These common areas include but are not limited to the following:

- A. Tracts A, B, C, D, E, F and G.
- B. The private road tracts as well as any alleys and any other common driveways, sidewalks or pathways as designated on the plat of Sterling Crossing.
- C. All easements which have been established for the benefit of all lot owners or the Association which may be delineated on the plat of Sterling Crossing, which easements are reserved for not only the benefit of all lot owners but also those easements which are reserved for the benefit of the Association for the purpose of the installation, maintenance, and repairing of any improvements or any other installations constructed within said easement areas or on any common areas.

Section Two: Standard of Maintenance - Lots and Planting Strips. Each Lot Owner hereby covenants and agrees to maintain his respective Lot (including as a part of said Lot the Planting Strip located between the street and the sidewalk adjacent to the Owner's respective Lot, if any), and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the Real Property will reflect a high pride of ownership. Each Lot Owner shall perform at the Lot Owner's expense the maintenance and upkeep of any drainage swales and/or underground drain lines and catch basins installed on their Lot.

Section Three: Remedies for Failure to Maintain. If any Lot Owner shall fail to conduct maintenance on his Lot or the exterior of the Housing Unit located thereon, or fails to maintain the Lot and the exterior of the Housing Unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for other Lots, the Association shall notify the Lot Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and its Lot for the cost of providing the maintenance. The assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in this Declaration. In the event that emergency repairs are needed to correct a condition on a Lot

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\BHD\MAfford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC



which pose a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Lot Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice.

**Section Four: Common Expenses.** The Association shall perform such work as is necessary to carry out the duties described in this Declaration, and shall delegate the responsibility for management and supervision of such work to the Board, the ACC or to a manager or agent hired by the Board for the purpose of such management and supervision. Expenses for such work shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners. The Common Expenses shall include, but shall not be limited to, the following:

1. The real property taxes levied upon the Association for the Common Areas;
2. The cost of maintaining all required insurance coverage and fidelity bonds on any Common Areas, and for directors and officers of the Association and the ACC;
3. The cost of maintaining and repairing the common area tracts and improvements located thereon;
4. The cost of maintaining and repairing all private roads and alleys within the plat as well as all streetlights, traffic advisory signs, sidewalks, and landscaping within the road tracts or other common area tracts or alleys as designated on the plat of Sterling Crossing;
5. The cost of maintaining the landscaping within the public right-of-way as required by Thurston County which does not have any responsibility to maintain or service said landscaping.
6. The cost of maintaining the storm drainage facilities in accordance with the maintenance plan entered into between the Declarant and Thurston County and

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\AD\BHD\AM\Aford-A-Horne 12670\Sterling Crossing .012\Declaration.wpd



by reference the terms and provisions of which are incorporated herein as though fully set forth.

7. The cost of maintaining of any perimeter and interior fences constructed by the Declarant, together with any plantings and landscaping, street trees or other trees installed on any common areas or on any easements.
8. Any other expense which shall be designated as a Common Expense in the Declaration, in its Exhibits, as required by Thurston County as a condition of plat approval, or as may be determined from time to time by the Association.

Section Five: Extraordinary Use Expenses. In the event that one or more lot owners should by their use of the common areas cause it to be subjected to other than reasonable wear and tear or by their actions damage those common areas or any improvements located thereon or therein, then individual subjecting the common area to such use shall have the obligation to repair such damage upon demand by the Association and to restore such common area to the condition that existed prior to such use or action and all expenses therefore shall be paid by such individual.

Section Six: Owners' Easements of Enjoyment. Each owner shall have a right in a easement of enjoyment in and to the common areas which shall be appurtenant and to and shall pass with title (or, if applicable, with the equitable title held by real estate contract purchaser) to every lot subject to the following provisions:

- A. The right of the Declarant or the Association to establish use and operation standards for all common areas to be binding upon all Association Members along with enforcement standards.
- B. The right of the Declarant during the development period or the Association after the development period to suspend an owner's right to vote and to use any recreational facilities for any period during which assessments against his or her lot remain unpaid for a period not to exceed sixty days, for any, and each separate infraction of its prohibited rules and regulations.
- C. The right of the Declarant (during the development period) or the Association (after the development period) to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant or Members as applicable may deem appropriate. After the development

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\BHDAM\Afford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

Page 8 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 9 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 9 of 72



period, no such dedication or transfer shall be effective unless the instrument agreeing to such dedication or transfer is signed by owners of two thirds of the lots has been recorded.

- D. Any owner may delegate their right of enjoyment to the common areas and facilities to the members of their family, their tenants, or their guests, subject to the limitations set forth above.
- E. The right of the Association to limit access to those portions of the common areas in accordance with governmental rules and regulations or which, in the opinion of the Board, are dangerous.
- F. The right of the Association to limit the number of guests of members.
- G. The right of the Association in accordance with this Declaration and Articles and By-Laws to borrow money for the purpose of improving the common areas and facilities and in aid thereof to mortgage said property, but the rights of such mortgage in said property shall be subordinate to the rights of the homeowners hereunder.

Section Seven. Insurance. Nothing shall be done or kept in any common areas which will increase the rate of insurance on the common areas or other lots or improvements without the prior written consent of the board. Nothing shall be kept in any common area which will result in cancellation of insurance on any part of the common areas or which would be in violation of any laws or ordinances.

Section Eight. Alteration of Common Areas and Common Maintenance Areas. Nothing shall be altered or constructed in, or removed from any common maintenance area or common area except upon prior written consent of the board. There shall be no construction of any kind within the common areas except that community improvements may be constructed if two-thirds of the Members of the Association authorize (1) the construction of such improvements, and (2) assessment for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit Declarant (and no Member's consent shall be necessary), during the development period, from constructing or altering any such improvements to any common area or any common maintenance area, which Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas in the Association in general.

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\DR\HDM\Afford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



Section Nine. Dumping in Common Areas or Common Maintenance Areas. No trash, construction debris, or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste, (as defined in federal, state or local law regulation) shall be dumped, deposited or placed on any common areas, common maintenance areas or easements. The Declarant (during the Development Period) and the Board thereafter, shall retain the rights for enforcement and initiation of penalties for violations of this policy.

Section Ten. Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any right of way easements or other easements as delineated on the plat except as deemed appropriate by the board. This prohibition shall not apply to the landscaping and any improvements in the common maintenance areas installed by the Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated common areas or common maintenance areas, nor shall this section prohibit the installation of fences as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private lot areas encumbered by utility easements not otherwise restricted in this Declaration. Also, this prohibition shall not apply to landscaping of front or side yards of lots extending to the edge of the curb or sidewalk and the public right of way.

Section Eleven: Management. Each owner expressly covenants that the Declarant (during the development period) and the board thereafter, may delegate all or any portion of management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for the maintenance of the common areas and common maintenance areas and any portion thereof. Any management agreement or employment agreement for maintenance or management may be terminable by the Association without cause upon not more than ninety (90) days written notice thereof. (However, this shall not be applicable if the management agreement provides for any other specific termination.) The term of any such agreement shall not exceed one year, renewable by Agreement of the parties for successive periods of up to three years each. Each owner is bound to observe the terms and conditions of any management agreement or employment contract, all of which shall be made available for inspection by any owner upon request. Any fees or salary applicable to any such management employment or service agreement shall be assessed to each owner.

Section Twelve: Maintenance of Storm Water Facilities and Pollution Source Control Plan. The Declarant and the appropriate governmental agency having jurisdiction over the same may have entered into an agreement to maintain storm water facilities and to implement a pollution source control plan. That the Association shall be responsible to comply with all the provisions if said agreement has been entered into as if it was an original signator thereto. If such an agreement was entered into, then the Association shall have the obligation to

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\BIB\MM\Afford-A-Home.12676\Sterling Crossing\_012\Declaration.wpd

Page 10 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 11 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 11 of 72



perform all maintenance requirements under the same including, but not limited to, normal and periodic maintenance, monitoring, submitting reports as required by the agreement and/or plan. Said maintenance agreement and pollution source control plan is set forth in the "Storm Drainage Maintenance Manual" for Sterling Crossing prepared by Skillings Connolly Inc. dated April 2007, the provisions of which are incorporated herein as though fully set forth. The Association shall have the authority to assess fees to maintain the storm drainage facilities and sanctions in accordance with the plan. In the event Thurston County must take action to maintain the facilities in accordance with Appendix E, Section E(2) of the 1994 Drainage Design and Erosion Control Manual, the provisions of which are incorporated herein as though fully set forth.

## **ARTICLE SEVEN: ASSESSMENTS**

### **Section One: Covenants for Maintenance Assessments.**

(a) Declarants, for each Lot owned by it, agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association annual or other regular assessments.

(b) The annual or other regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.

(c) Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

(d) Unless otherwise provided for in this Declaration, no lot owned by a Declarant shall be subject to any annual or other assessments.

**Section Two: Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the improvement, repair and maintenance of the Common Areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, and for the maintenance of other areas as provided for in this Declaration.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

Page 11 of 39

\\DATA\DR\BDDM\Afford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

**3978447**

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 12 of 72



**3978448**

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 12 of 72



Section Three: Board to Fix Annual or Regular Assessment. The Board of Directors shall fix the regular or annual assessment at least thirty (30) days prior to the commencement of the annual or regular assessment period. Written notice of the annual or regular assessment shall be sent to every Owner. In the event the Board fails to fix an annual or regular assessment for any assessment period, then the assessment established for the annually or regular assessment for the prior year shall automatically be continued until such time as the Board acts. The annual or regular assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual or regular assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis. That in the event there is any increase in the annual or regular assessment of more than five percent (5%) of the annual or regular assessment for the prior assessment period, then it must be approved as provided for in the Bylaws of the Association which are incorporated herein as though fully set forth.

Section Four: Special Assessments for Capital Improvements. In addition to the annually or regular assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto. That any special assessment for capital improvements must be approved in accordance with the provisions of the Bylaws of the Association which are incorporated herein as though fully set forth.

Section Five: Rate of Assessment. Both annually or regular and special assessments shall be fixed at a uniform rate for all lots.

Section Six: Reimbursement Assessment. A reimbursement assessment of \$500.00 shall be paid by each lot owner at the time of closing of each lot to the Builder of the residence constructed thereon, including the Declarant, to reimburse the Declarant and/or Builder for common area improvements and for reimbursement of common expenses paid for the benefit of all lots.

Section Seven: Street Repair, Maintenance and Cleaning. All owners shall use due diligence to avoid placing unnecessary dirt, debris, and any other material washing onto or coming on the road as a result of any construction activities and the owner shall at all times remain responsible for keeping the road clean of any such debris, dirt and material. In addition, all owners shall use due diligence to avoid causing any damage to the road or

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\DR\HDM\Afford-A-Home 126%\Sterling Crossing\_012\Declaration.wpd



sidewalks and all roads and sidewalks and other improvements constructed by the Declarant as a condition for obtaining plat approval shall remain in the same condition as they were as of the date of final plat approval. Any owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the owner to abide by the terms and provisions of this Declaration. In the event any owner does not pay the same upon request, then the Declarant shall have a lien against the property of said owner to secure payment of said reimbursement. In the event it cannot be determined which owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Eight: Maintenance of Sewer/Storm Drain System. All owners shall use due diligence to avoid materials from washing into or being put into the sewer/storm water drain system as a result of construction activities conducted by the owner which would include any sediment, cement slurry, or any other material washing off of or coming off of any lot upon which a owner are constructing a residence and flowing into the sewer/storm water drain system. In the event any owner is in violation of the terms and provisions of this paragraph, the owner shall agree to pay a maintenance charge to the Declarant in an amount to be determined by the Declarant but not to exceed \$500.00 for each such violation by a owner. In addition, each owner agrees to indemnify the Declarant from any costs or charges which the Declarant may incur in connection with the cleaning and maintenance of the sewer/storm water system as a result of any violation of this paragraph by such owner and that this liability on the part of the owner shall be joint and several. Any owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the owner to abide by the terms and provisions of this Declaration. In the event any owner does not pay the same upon request, then the Declarant shall have a lien against the property of said owner to secure payment of said reimbursement. In the event it cannot be determined which owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Nine: Annual Assessment. The annual assessment shall be \$300.00 per lot commencing on January 1<sup>st</sup> of each year. Each lot owner purchasing from the Declarant shall pay \$300.00 for any sale closed from January to and including September 30<sup>th</sup> of each year and any sale that closes after September 30<sup>th</sup> through December 31<sup>st</sup> shall pay \$150.00. Said annual assessment shall be due on or before January 30<sup>th</sup> of each year in which the assessment is made. The above referenced annual assessment and all subsequent annual assessments shall

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS



be paid to the Homeowners Association who shall then pay for the expenses of the Association as required under the terms of this Declaration. The Declarant shall not be responsible or liable for the payment of any assessment against any lot owned by the Declarant.

Section Ten: Certificate of Payment. The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section Eleven: Fines Treated as Special Assessments. Any fines levied by the Association pursuant to RCW Chapter 64.38 (or successor statute authorizing the imposition of fines) shall be treated as a special assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration.

#### ARTICLE EIGHT: COLLECTION OF ASSESSMENT

Section One: Lien - Personal Obligation. All assessments, together with interest and the cost of collection shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot.

Section Two: Delinquency. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided for the law A late charge of five percent (5%) of the amount overdue shall be charged for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an actions brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\1\DOBHAM\Wford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

Page 14 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 15 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 15 of 72



Section Three: Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles, Bylaws or Declaration.

Section Four: Enforcement of Assessments. The Board may take such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. In the event the Board begins an action to enforce any such rights, the prevailing party shall be entitled to its attorney's fees, costs and expenses incurred in the course of such enforcement action as provided in this Declaration.

**ARTICLE NINE: BUILDING, USE, AND ARCHITECTURAL RESTRICTIONS**

Section One: Appointment of ACC. The Declarant reserves the right to appoint any member or members of the ACC until the Declarant has sold and conveyed all of the lots held in the name of the Declarant. This right shall automatically terminate at such time as the Declarant no longer owns any lots within the plat of Sterling Crossing. During this period the Declarant reserves the right to appoint a majority of the members of the ACC has the right to appoint one member to the ACC. All decisions of the majority of the members of the ACC shall be final and binding. At the expiration of the time period in which the Declarant has the right to appoint members to the ACC then the Board of the Association shall appoint up to three members of the ACC or if members of the ACC resigns and no replacements assume that office then the Board shall act as the ACC until members of the ACC are appointed or take office.

Section Two: Authority of ACC After Development. At the expiration of the Declarant's management authority, the ACC shall have the authority and obligation to manage and administer the review of building plans, specifications and plot plans and such other submissions as described in Section Five herein, and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for the ACC in the Association's Articles, Bylaws, Rules and Regulations, as initially adopted, or as amended, and all the authority granted to the ACC by this Declaration.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

(\\DAT\AD\BHD\MA\Afford-A-Hume 12676\Sterling Crossing\_012\Declaration.wpd



Section Three: Delegation of Authority of ACC. The ACC or the Declarant may delegate any of its duties, powers, or functions described in this Article to any person, firm, or corporation.

Section Four: Approval by ACC Required. Except as to construction, alteration, or improvements performed by the Declarant, no construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation may begin on a Lot or Common Area and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot or Common Area until, at a minimum, the building plans, specifications, plot plans, and landscape plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. Further, no fences, hedges or walls shall be erected or altered and no significant exterior changes shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such written approval shall have been obtained.

Section Five: Time Limits. If the ACC or its authorized representative shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required information to the ACC, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the ACC or its authorized representative. The required information shall be considered submitted to the ACC upon personal delivery of a complete set of all required information to the person designated to receive such items by the ACC or by mail three days after deposit in the U.S. Mail, postage prepaid, certified, return receipt requested, to the ACC in care of the Board of Directors of the Association at the address designated in the most recent notice of assessment by the Board, or at such other address as is designated by the Board by written notice to the Members.

Section Six: Guidelines. The ACC may adopt and amend, subject to approval by the Board, written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering Real Property. If such guidelines are adopted, they shall be available to all interested parties upon request.

Section Seven: Meetings. The ACC shall meet as is necessary to review any plans or specifications provided pursuant to this Section, and shall keep and maintain a record of all actions taken at meetings or otherwise.

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

I:\DATA\DRHDM\Wford-A-Home 12670\Sterling Crossing\_012\Declaration.wpd



**Section Eight: No Waiver.** Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval.

**Section Nine: Consultation.** The ACC may retain and consult persons or entities to assist in the evaluation of plans submitted to the Board for review.

**Section Ten: Appeals.** After the Development Period, the Board shall serve as an appellate panel to review decisions of the ACC upon request of a party aggrieved by the ACC's decision. The Board shall provide, through rules and regulations, a procedure by which decisions of the ACC may be appealed to the Board. The Board may choose, in its discretion, to limit the scope of such appeal and provide time limitations for appeals to be made to the Board.

**Section Eleven: Enforcement.** The ACC may recommend and request that the Board initiate legal proceedings to enforce the terms of these covenants or orders of the ACC. Legal proceedings may only be instituted, however after approval of the Board.

**Section Twelve: No Liability.** The ACC, its agents and consultants shall not be liable to the Association, its members, to any Owner or to any other person for any damage, loss or prejudice resulting from any action or failure to act on a matter submitted to the ACC for determination, or for failure of the ACC to approve any matter submitted to the ACC. The ACC shall not be liable for any damage, loss or prejudice resulting from any action by a person who is delegated a duty, power or function by the ACC.

**Section Thirteen: Fees.** The ACC may charge a fee for the review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Board.

**Section Fourteen: Temporary Structures Prohibited.** No basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary or moveable character erected or placed on the Properties shall at any time be used as living quarters except as specifically authorized by the ACC.

**Section Fifteen: Nuisances.** No noxious or undesirable thing, activity or use of any Lot in the Properties shall be permitted or maintained. If the ACC shall determine that a thing or use of property is undesirable or noxious, such determination shall be conclusive. The ACC may recommend and the Board may direct that steps be taken as is reasonably necessary, including the institution of legal action or the Imposition of fines in the manner authorized by

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

\\DATA\DRHDM\Aford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



RCW Chapter 64.38, to abate any activity, remove anything or terminate any use of property which is determined by the ACC or described in this Declaration to constitute a nuisance.

Section Sixteen: Building Type: No structures of any kind shall be erected or permitted to be maintained on any lot other than single family residences, garages, workshops and structures normally accessory to such residences which have been approved in accordance with the provisions of the Declaration. No carports will be allowed and all garages must have doors. All dwellings shall be of a "stick-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted. A two car or a three car garage are permitted and they shall be incorporated in or made part of the dwelling house and no detached garages shall be permitted except with express written approval by the Architectural Control Committee or the Declarant if the same is erected during the development period.

Section Seventeen: Use of Lots. All Lots with the Property shall be used solely for private sing-family residential purposes and not for business purposes, provided, however, that within such single family residences the Owner(s) thereof may, upon formal written application to the Board, request permission to operate a licensed day care business. The Board shall be authorized, but not obligated, to grant such approval and such approval may only be granted, in the sole discretion of the Board IF 1) all applicable governmental zoning and land use classifications lawfully permit such usage AND, 2) the business and Owner(s) are licensed by all applicable governmental authorities to operate such a day care business AND 3) the day care business will be operated only between the hours of 7 a.m. and 6 p.m. and only on Monday through Friday AND, 4) no more than (4) children, in addition to those of the Owner's immediate family, are enrolled in either a part or full-time capacity in such day AND 5) The Owner(s) of such Lot(s) operating such day care facility will fully oversee, restrict and supervise all children enrolled and will limit such activities strictly within the confines of their residence(s) and Lot(s) and not outside the same AND, 6) the owner(s) of said Lot(s) agree to indemnify and hold the Declarant and the Association fully harmless from any and all liability and causes of action of whatever kind arising by virtue of the Owner's operation of such a day care business AND, 7) the Owner(s) of said Lot(s) will provide the Association prior to commencing such business operations, and at all times during such business operations, with verification of liability insurance coverage in an amount not less than \$1,000,000.00 naming the Association and the Declarant and such other parties as the Association may deem appropriate as additional insured AND, 8) such operation does not interfere or otherwise violate any other provisions of this Declaration, including, but not necessarily limited to Vehicle parking and signage restrictions. Should the Board give written authorization for such usage, such authorization may be revoked by at least five (5) days prior written notice delivered to Owner and should the Owner(s) operating such day care business fail to strictly adhere to the provisions contained within the Declaration as well as any additional Rules and

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS

f:\DATA\ND\BHD\W\Afford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant



3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement



Regulations imposed, from time to time, by the Board. No other uses are permitted. Neither the Declarant, the Board and/or the Association shall be deemed to be a partner or joint venturer and/or an interest in such business operation to the extent permission to operate such a day care business is authorized.

Section Eighteen: Limitation on Animals. No animals, except dogs, cats, caged birds, fish in tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance for other Owners in the plat. No animals will be allowed to be leashed, chained, or otherwise tied to any portion of the front or sides of Residences. Lashed animals are permitted within rights-of-way when accompanied by their owners. The person accompanying the animal must exercise "scooping" of animal waste. All pens and enclosures must be screened from view of other Residences and Lots and must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this Section, the Declarant, during the development period, or the Board thereafter, will give the Owner ten (10) days written notice of the violation. Such violation must be remedied by the Owner within such ten (10) day period. Failure to comply with the written notice will result in a fine of \$25.00 per day. Any fine imposed by this Section shall be the personal obligation of the fined Owner and a lien on the Lot of the fine owned. The Association shall be entitled to attorneys' fees and costs for any action taken to collect such fines in accordance with the provisions of this Declaration.

Section Nineteen: Completion of Construction. The work and construction of all buildings and structures shall be pursued diligently and continuously from the commencement of construction until structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within eight months of the date of commencement of construction unless an extension has been granted by the ACC. The building areas shall be kept in a reasonably clean and workmanlike manner during construction. All lots shall be kept in a neat and orderly condition, free and brush, weeds, vines and debris. The grass thereon shall be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

Section Twenty: Landscape Completion and Standards. The entire front yard, including up to the edge of the hard surface of the street front any lot, shall be landscaped in accordance with the provisions of this section and said landscaping shall be installed and completed within sixty days of the date of occupancy. If inclement weather conditions prevent the timely installation of said landscaping improvements, the lot owner must make application to the ACC for an extension of time until weather conditions sufficient improve. For corner lots, the "front Yard" shall mean the frontage on both streets, such that both street frontages

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS



and yards must be landscaped. "Front yard" shall be defined as the lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the lot, exclusive of any garage projections. At least seventy-five percent of every front yard less driveway and walk shall be maintained as lawn area unless otherwise approved by the ACC.

The entire landscaping including the remaining portions of the side and rear yard shall be installed within six months of the receipt of the certificate of occupancy. If inclement weather conditions prevent the timely installation of said landscaping improvements for either side or back yards, the lot Owner must make application to the Committee for the extension of time until weather conditions sufficient improve.

Section Twenty One: Trees. When a residential structure is constructed on a lot, a lot owner shall be responsible to plant at least one tree. This requirement shall be enforced by the Association.

Section Twenty Two: Unsightly Conditions. No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any housing Unit unless prior written approval shall have been obtained from the ACC.

Section Twenty Three: Antennas, Satellite Reception. Satellite dishes of no more than one meter in diameter or diagonal measurement are permitted on the Properties with ACC approval of the location of the satellite dish in the manner described in this Declaration. Except as provided above, no radio or television antenna or transmitting tower or satellite dish shall be installed on the exterior of any home without approval of the ACC obtained pursuant to Section Four, and a showing by the Owner that such installation will be visually shielded from the view of the residents traveling upon streets located on the Properties.

Section Twenty Four: Setbacks. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines adopted by the governmental authority with jurisdiction over the Properties.

Section Twenty Five: Roofs. Roofs on all buildings must be finished with materials approved for use by the ACC or its authorized representatives. More than one type of material may be approved.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\DR\HDM\Afford-A-Home\_12670\Sterling Crossing\_012\Declaration.wpd



**Section Twenty Six: Fences, Walls.** Fences, walls, or shrubs are permitted on side and rear property lines, up to within the greater of (i) twenty feet of the front property line; or (ii) the distance between the front lot line and the front wall (facade) of the primary residence, subject to (i) the approval of the ACC; and (ii) determination of whether such fence, walls or shrubs would interfere with utility easements reflected on the face of the plat and other easements elsewhere recorded. In no event shall any fence be allowed between the front lot line and the front wall facade of the primary residence. No barb wire, chain link, corrugated fiber glass fences shall be erected on any lot, except that chain link fencing for a sports facility enclosure may be considered for approval by the ACC upon request. All fences of any size constructed on the premises and where ever located must be constructed, painted (or stained if applicable) in accordance with the association guidelines for design and color. A copy of the guidelines initially adopted by the Declarant and the Association may be attached to this Declaration. The initial color specified for fences shall be stated in that guideline. Any fence constructed which fails to conform with the guidelines shall be removed by the owner or modified to conform with the guidelines. The Board or the ACC may change these guidelines from time to time, and upon adoption of the change in the fence guidelines, this Article shall be deemed to have been amended to conform with the new guidelines as adopted. In the event that an alternative type of fence (such as a different design or chain link material) is required to comply with the requirements of any governmental jurisdiction, such alternative type of fence shall be exempt from these restrictions, and may be constructed as required by the governmental jurisdiction.

**Section Twenty Seven: Underground Utilities Required.** Except for any facilities or equipment provided by the Declarant or any utility, all electrical service, telephone lines and other outdoor utility lines shall be placed underground.

**Section Twenty Eight: Vehicle Parking and Storage.** No vehicle, boats, or trailers shall be parked on any common areas. Cars, SUVs, and small pickup trucks may only be parked on the private roads in accordance with rules and regulations which may be adopted by the Association. No vehicle may be parked on any sidewalks. Vehicles may only be parked on designated and approved driveways or parking areas which shall be hard-surfaced. Lots shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, small pickup trucks, motorcycles, and commercial vehicles operated by the person residing on that Lot (provided that such commercial vehicles contain only single axles). Boats, boat trailers, house trailers, campers, trucks with a camper, recreational vehicles, or similar vehicles may not be stored and/or parked overnight on any part of the Lot except as specified herein. No inoperable vehicles of any kind shall be parked, stored, maintained, or constricted on any Lot or street unless stored in a garage. Lot Owners may

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

\\DATA\1\BHD\MAfford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC



park/store a commercial vehicle (that exceeds the size restriction described above, boat, boat trailer, house trailer, camper, truck with camper, or recreational vehicle or similar vehicle on the Lot provided that it is screened from view from the street and from another Lot and further provided that the screening constructed by the Lot Owner is approved for construction in conformity with specifications approved by the ACC. Upon 48 hours notice to the Owner of an improperly parked vehicle, the Board has the authority to have the same towed, at the Owner's expense, any such vehicles improperly parked which are visible from the right-of-way or adjacent residence that have been parked thereon for more than 24 hours.

Notwithstanding the foregoing, Lot Owners who have visiting guests who have a camper, trailer, or other form of vehicle which is prohibited from being parked or stored on a lot unless screened from view, may secure permission from the ACC for guests to park a vehicle upon the lot for a period not to exceed two weeks in any calendar year. This privilege shall only exist, however, after written permission has been obtained from the ACC or its authorized representative. Any Lot Owner that stores a recreational vehicle either on site or off site may park the vehicle on the driveway for purposes of preparing the same either for departure or for return. In any event, this period shall not exceed 24 hours.

Section Twenty-Nine: Signs. No signs, billboards, or other advertising structures or device shall be displayed to the public view on any lot except (1) not to exceed twenty four inches in height and thirty six inches in width may be placed on a lot to offer the property for sale or rent and with the exception of any entry monumentation and signage which may be installed by the Declarant. Political yard signs, not more than three square feet in area, of a temporary nature, not to exceed thirty days will be allowed during campaign periods on lots. Within five days after the date of the election to which the sign refers, such signs must be removed from lots. This section, including but not limited to the restrictions on the number of signs and sign size limit shall not apply to signs approved under this Declaration by the Declarant during the development period.

The Declarant may establish, for the duration of the development, signage guidelines and standards for lot identification, realtor identification signs, "for sale" signs and other signage that may be placed by parties other than the Declarant on any part of the lots within Sterling Crossing, the common areas, or the public rights-of-way. The Declarant may also develop an overall theme for signage within the project, including specific requirements for physical sign installations and size requirements, which theme will then become a part of the established guidelines and standards for signage in Sterling Crossing during the development period.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

F:\DATA\BIB\DM\A\Ford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant



3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement



During the development period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within any part of the real property encompassed within the plat of Sterling Crossing, including the adjacent rights-of-way. Each owner of a lot in Sterling Crossing or real estate agent on behalf of an owner, shall submit any proposed signs to the Declarant for approval prior to the installation of the signs.

Any signs not specifically approved by the Declarant found anywhere within Sterling Crossing the common areas, or on any lot, or on adjacent rights-of-way may be promptly removed and disposed of by Declarant. This absolute right of the Declarant to remove unauthorized signs from the property or adjacent rights-of-way specifically includes, but is not limited to, the Declarant's right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for signs removed by Declarant pursuant to the section.

The Board may cause any sign placed on the property or any adjacent rights-of-way in violation of this Declaration to be removed and destroyed without compensation of any kind to anyone including, but not limited to any persons having any ownership interest in the sign. This section shall not apply to signage placed by Declarant.

A owner of a lot who shall fail to remove a sign prohibited herein within twenty four hours after receiving notice of either the ACC or the Association to remove said sign, then said owner shall pay to the Association the sum of \$500.00 for each day or portion thereof that the sign is in existence until removed.

Additional signage may be installed by Declarant during the development period to promote the sale of lots or houses and to promote Declarant's project and company and representatives. Notwithstanding anything in this Declaration of the contrary, signs placed by the Declarant shall not be subject to any sign restrictions and specifically shall not be subject to the limitations set forth in this Declaration on the number of signs and size of signs. The Declarant shall also not be subject to any guidelines or standards established by Declarant for other parties pursuant to this Declaration.

Under no circumstances shall the Declarant be liable for, or be required to pay, for all or any part of the construction, installation or maintenance of any signs which are placed

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

F:\DATA\DRH\DM\Afford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant

3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement



on any lot not owned by the Declarant. This section shall apply even if Declarant requires an owner to place a sign pursuant to this Declaration.

Section Thirty: Integrated Pest Management Plan. Both the Association and any lot owner as it relates to pest and vegetation management practices with respect to any lots and the common areas must comply with the Thurston County Pest and Vegetation Management Policy, the terms and provisions of which are incorporated herein as though fully set forth. To the extent that anything in this Declaration is inconsistent with the Integrated Pest Management Plan, the terms and conditions of the Integrated Pest Management Plan shall control.

Section Thirty One: Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purpose of going upon the lots of owners for the purpose of removing vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section Thirty Two: Excavation and Fill. Except with the permission of the ACC, or except as may be necessary in connection with the construction of any approved improvement, no excavation or fill shall be made nor shall any dirt be removed from any Lot herein.

Section Thirty Three: Drainage. The owner of any lot shall not take any action which would interfere with surface water drainage across that lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be approved by the ACC. All drainage improvements must be completed prior to occupancy in accordance with the drainage plan submitted to the ACC.

Section Thirty Four: Use During Construction. Except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

Section Thirty Five: Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section Thirty Six: Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\BHD\MAfford-A-Home 12670\Sterling Crossing .012\Declaration.wpd



sufficiently to conceal them from the view from neighboring Lots, roads, or streets. All clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring Lots, Common Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

**Section Thirty Seven: Auto Repair.** No major auto repair shall be permitted except within enclosed garages which are kept closed. The only repairs permitted on the balance of the Property are occasional casual repairs and maintenance activities such as tune-ups or oil changes.

**Section Thirty Eight: Exterior Finish.** The exterior finishes on the front of houses shall be approved by the ACC. The entire residence must be painted or stained in colors approved by the ACC. All metal fire place chimneys shall be either wood or stone wrap.

**Section Thirty Nine: Driveways.** That all driveways including any access to the rear yard of any residence shall be of a hard surface construction of either concrete or washed aggregate or of such other material as shall be approved by the ACC and shall be completed prior to final building inspection.

**Section Forty: Maintenance of Structures and Grounds.** Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

**Section Forty One: Firearms.** The use of firearms is expressly prohibited.

**Section Forty Two: Dirt bikes and/or ATV.** No unlicensed motor vehicles, including motorcycles, dirt bikes, motor scooters, ATV's etc., shall be permitted on any road within the plat, nor shall dirt bikes or ATV's be permitted to operate on any owner's lot.

**Section Forty Three: Damage Repair.** All owners agree to repair immediately any damage to any utilities adjacent to their lot or lots, in the event any of the utilities are cracked, broken, or otherwise damages as a result of dwelling construction activities, or other activities by owner, by persons acting for owner, or by persons in or around the property at the request or with the consent of the owner.

**Section Forty Four: Building Materials.** All homes constructed on each lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

F:\DATA\AD\BHD\MAfford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



“decor” item. In making this determination, the Committee will consider whether the material harmonizes with aesthetic character of Sterling Crossing development and whether the material would add to the attractive development of the subdivision. All siding and trim are to be re-sawn wood and/or vertical or horizontal “LP” type siding, brick, authentic stone siding, OSB LAP or vinyl siding of a color approved by the Committee.

The exterior of all construction on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings and landscaping. Exterior colors must be approved by the Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

The Committee or Board will establish an approval process and color guidelines. Any change of color as to the exterior of any existing home within Sterling Crossing will be subject to the same approval process.

Section Forty Five: Minimum Size of Residences. Private single-family residences shall consist of not less than one (1) Lot and no Lot shall ever be further subdivided. Each Residence must have a private enclosed car shelter for not less than two (2) cars, provided that a portion of the interior of said garage may be improved and/or finished for residential use by the Owner thereof provided that the exterior of the garage shall not be removed or otherwise modified so as to eliminate the garage door that previously provided access thereto. No single structure shall be altered to provide for more than one (1) family. Single level type residences (residences consisting of a one story residence or a residence consisting of a basement and one story) shall contain at least 1,200 square feet. Multi-level residences (i.e., tri-levels as that term is used in the construction industry) shall contain at least 1,300 square foot. Two story residences shall contain at least 1,300 square feet. Split-level residences shall contain at least 1,200 square feet. In computing the total square footage of a residence, the basement may be included but garages and/or enclosed decks shall not be included.

Section Forty Six: Codes. All construction, including all landscaping requirements, shall conform to the requirements of all the applicable governmental codes (state, county, or city), including all uniform codes (building, mechanical and plumbing), in force at the commencement of the construction, including the latest revisions thereof.

Section Forty Seven: Entry for Inspection. Any agent or member of the Declarant or any member of the architectural control committee may at any reasonable predetermined hour upon 24 hours notice during construction or exterior remodeling, enter and inspect the

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\BHD\MA\ford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



structure to determine if there has been complied with the provisions of this Declaration. The above recited individuals shall not be guilty of trespass for such entry or inspection. There is created an easement over, under, and across, residential lots for the purpose of making and carrying out such inspections.

Section Forty Eight: Authority to Adopt Additional Rules and Restrictions. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the Properties, provided such rules and restrictions are consistent with the purposes of the Declaration, and to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members upon request.

Section Forty-Nine: Sex Offenders. No registered sex offenders may reside within the development. If a registered sex offenders moves into the development, the ACC and/or the Homeowners Association has the right to remove them by injunctive relief.

Section Fifty: Enforcement. The Association, or the Declarant during the Development Period, may, but is not required to, take any action to enforce the provisions of the Declaration available to it under law, including but not limited to imposition of fines as authorized by RCW Chapter 64.38, specific performance, injunctive relief, and damages. Any Member may also enforce the terms of this Article (although a Member may not impose a fine as authorized by RCW Chapter 64.38) but the Member must first obtain an order from a court of competent jurisdiction entitling the Member to relief. In the event that a Member takes any action to enforce the terms of this Article, the Association shall not be in any way obligated to join in such action, or pay any of the attorney's fees, costs and expenses incurred in such action.

**ARTICLE TEN: EASEMENTS**

Section One: Easement for Encroachments. Each Lot is, and the Common Areas are subject to an easement for encroachments created by construction, settlement, and overhangs as designed or constructed by the Declarant, and a valid easement for encroachments and for maintenance of the same as long as said improvements remain.

Section Two: Easements on Exterior Lot Lines. In addition to easements reserved on any plat of the Properties or shown by instrument of record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a five-foot wide strip along each side of the interior Lot lines, and seven feet over the rear and front of each Lot, and over, under, and on the Common Areas. Within all of the easements, no structure, planting or fill

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**



material shall be placed or permitted to remain which may, in the opinion of the Board or ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of such Lot, except those improvements for which a public authority, utility company or the Association is responsible.

**Section Three: Association's Easement of Access.** The Association, the ACC, and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes: (a) cleaning, maintenance, or repair of any home or Lot as provided in this Declaration; (b) repair, replacement or improvement of any Common Area accessible from that Lot; (c) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the improvements thereon; (d) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (e) all acts necessary to enforce these Covenants.

**Section Four: Easement for Declarant.** Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property.

#### **ARTICLE ELEVEN: MORTGAGEE PROTECTION**

**Section One: Mortgagees.** Notwithstanding and prevailing over any other provisions of the Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each Institutional First Mortgagee ("Mortgagee") which holds a Mortgage given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

**Section Two: Liability Limited.** The Mortgagee entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, rule, Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable relief, not requiring the payment of money, except as hereinafter provided.

**Section Three: Mortgagees's Rights During Foreclosure.** During the pendency of any proceeding to foreclose the Mortgage, the Mortgagee or the receiver, if any, may exercise any

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\BIB\H\A\Afford-A-Home 12670\Sterling Crossing .012\Declaration.wpd

Page 28 of 39

**3978447**

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 29 of 72



**3978448**

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 29 of 72



or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

**Section Four: Acquisition of Lot by Mortgagee.** At such time as the Mortgagee shall become entitled to possession of the Lot, the Mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles, Bylaws, rules and regulations of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner; provided, however, the Mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date the Mortgagee became entitled to possession of the Lot.

**Section Five: Reallocation of Unpaid Assessment.** If it is deemed necessary by the Association, any unpaid assessment against a Housing Unit foreclosed against may be treated as a common expense of other Lots. Any such unpaid assessment shall continue to exist as a personal obligation of the defaulting Owner of the respective Lot to the Association.

**Section Six: Subordination.** The liens for assessments provided for in this instrument shall be subordinate to the lien of any Mortgage, or other security interest placed upon a Lot or Housing Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

**Section Seven: Mortgagee's Rights.** Any Mortgagee shall have the right on request therefor to (a) inspect the books and records of the Association during normal business hours; (b) receive an annual audited financial statement of the association within (90) days following the end of any fiscal year; and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meeting.

**Section Eight: Limitation on Abandonment of Common Areas.** The Association shall not, without the prior written approval of sixty-seven percent (67%) of the Mortgagees, seek to abandon the Common Areas for reasons other than substantial destruction or condemnation of the property.

**Section Nine: Notice.** If such notice has been requested in writing, Mortgagees shall be entitled to timely written notice of: (a) substantial damage or destruction of any Housing Unit or any part of the Common Areas or facilities; (b) any condemnation or eminent domain proceedings involving any Housing Units or any portion of Common Areas or facilities; (c)

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\DN\BHD\MAfford-A-Home 12676\Sterling Crossing\_012\Declaration.wpd



any default under this Declaration or the Articles, Bylaws or rules and regulations of the Association by an Owner of any Housing Unit on which it holds the mortgage which is not cured within thirty (30) days; (d) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Housing Unit on which it holds the mortgage; (e) ten (10) days' prior written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (f) any proposed action that requires the consent of a specific percentage of Mortgagees.

#### **ARTICLE TWELVE: MANAGEMENT CONTRACTS**

Each Member hereby agrees that the Association and the ACC may enter into agreements for the performance of any or all of the functions of the Association and the ACC with such persons or entities as the Association deems appropriate; however, any agreement for professional management of the Properties, or any other contract providing for services by the Declarant must provide for termination by either party without cause after reasonable notice.

#### **ARTICLE THIRTEEN: INSURANCE**

Section One: Coverage. The Association may purchase as a Common Area Expense and shall have authority to and may obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement value in the event of damage or destruction. It may also obtain a comprehensive public liability policy covering the Common Areas. The comprehensive public liability coverage shall be in an amount to be determined by the Association. It may also obtain insurance to cover the Board, the ACC, its agents and employees from any action brought against them arising out of actions taken in furtherance of the Association's duties under this Declaration.

Following the development period, all such insurance coverage shall be written in the name of the Association as trustee for each of the Members of the Association. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to any and all insured named therein, including Owners and Institutional First Mortgagees that have requested notice.

Section Two: Replacement, Repair After Loss. In the event of the damage or destruction of the Common Areas covered by insurance written in the name of the Association, the Association may, upon receipt of the insurance proceeds, and to the extent of such proceeds

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

\\DATA\DR\BHD\MAfford-A-Home 12670\Sterling Crossing\_012\Declaration.wpd

Page 30 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 31 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 31 of 72



contract to rebuild or repair such damaged or destroyed portions of the Common Areas to as good a condition as they were when the loss occurred; provided, however, that the Association's election not to rebuild the Common Areas shall require the approval of two-thirds (2/3) of the Association. The Association may in its sole discretion contract with any contractor for reconstruction or rebuilding of such destroyed portions of the Common Areas.

#### **ARTICLE FOURTEEN: RULES AND REGULATIONS**

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, in the manner described by RCW Chapter 64.38, the Bylaws and any resolutions passed by the Board. All Lot Owners shall be given written notice of the rules and regulations in the manner required by RCW Chapter 64.38.

#### **ARTICLE FIFTEEN: REMEDIES AND WAIVER**

**Section One: Remedies Not Limited.** The remedies provided herein, including those for collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, the ACC, or Declarant, are in addition to, and not in limitation of, any other remedies provided by law.

**Section Two: No Waiver.** The failure of the Association, the ACC, the Declarant or of any of their duly authorized agents or any of the Owners to insist upon the strict performance of or compliance with the Declaration or any of the Articles, Bylaws or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or implied, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of the Board of Directors.

#### **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

I:\DATA\BHD\MAfford-A-Home 12670\Sterling Crossing\_012\Declaration.wpd

Page 31 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 32 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 32 of 72



**ARTICLE SIXTEEN: CONDEMNATION**

In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Area, and any balance remaining shall be distributed to the Association.

In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

No proceeds received by the Association as the result of any condemnation shall be distributed to a Lot Owner or to any other party derogation of the rights of the First Mortgagee of any Lot.

**ARTICLE SEVENTEEN: GENERAL PROVISIONS**

1. **Binding Effect.** All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at the time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

2. **Enforcement by Court Action.** The Association, the Declaration, the ACC, the Homeowner's Association, or any lot owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said condition, covenants, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

3. **Enforcement by Self Help.** The Declarant, the ACC, the Association, or the duly appointed agent of either, may enter upon any lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration. Provided, this provision shall not be construed as a permission to breach the peace.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\BHD\MA\Ford-A-Home 12670\Sterling Crossing .012\Declaration.wpd



4. Condition Precedent to Action. Prior to taking action either by court or by self help, written notice shall be given to the offending lot owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such action shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than 30 days.

5. Expenses of Action. The expenses of any corrective action or enforcement of this declaration, if not paid by the offending owner within thirty (30) days after written notice and billing, may be filed as a line upon such lot, enforceable as other liens herein.

6. Owner Objection. Should a lot owner object to the complaints of the Declarant, the Association or ACC in writing within a period of fifteen (15) days after the complaint is made and, further, should the parties not agree on property maintenance or other matters complained of, the matter shall be submitted to arbitration. The arbitration shall be binding upon the parties. If the parties cannot agree upon an arbitrator, each party shall choose one arbitrator and they, in turn, shall choose a third. The arbitration shall be conducted in accordance with the rules of arbitration under the laws of the State of Washington in existence at the time of any such arbitration.

7. Costs and Attorneys Fees. In the event of legal action, the prevailing party shall be entitled to recover actual costs and attorney fees. For the purposes of this declaration "legal action" shall include arbitration, law suit, trial, appeals, and any action, negotiations, demands, counseling or otherwise where the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the owner's rights hereunder.

8. Failure to Enforce. No delay or omission on the part of the Declarants or the Owners of other Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarants for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

\\DATA\AD\BHD\MAfford-A-Home 12670\Sterling Crossing\_012\Declaration.wpd

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC



9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

10. Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, Associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development of Cobblestone.

11. Term. This Declaration shall be effective for an initial term of 30 years, and thereafter by automatic extension for successive periods of 10 years each, unless terminated, at the expiration of the initial term or any succeeding 10 year term by a termination agreement executed by the then owners of not less than 75% of the lots then subject to this Declaration. Any termination agreement must be in writing, signed by the approving owners, and must be recorded with the County Auditor.

12. Perpetuities. In the event that any provision of this Declaration violates the rule against perpetuities, such provision shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of the said incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

13. Method of Notice. Any notice required by the Declaration or the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given when personally delivered, deposited in the United States mail, postage prepaid, or when transmitted by facsimile.

14. Successors and Assigns. This Declaration binds and is for the benefit of the heirs, successors and assigns of Declarant, the Declarant, the Members and the Owners.

## **ARTICLE EIGHTEEN: AMENDMENT AND REVOCATION**

Section One: Exclusive Method. This instrument may be amended, and partially or completely revoked only as herein provided or otherwise provided by law.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

E:\DATA\DR\HDM\Afford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

Page 34 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 35 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 35 of 72



Section Two: Amendment by Declarant. Notwithstanding any other provision of this Declaration, this Declaration can be amended at any time by the Declarant prior to the time that 75% of the lots have been sold to others than Declarant builders. That all lot owners agree to be bound by such amendment or amendments as made by the Declarant pursuant to this provision. Thereafter this Declaration can be amended only as provided for in this Declaration.

Section Three: Prior Approval by FHA/HUD. Regardless of whether or not 75% of the lots have been sold to others than Declarant builders, in the event any loan with respect to any lot or building constructed thereon is insured through either the Federal Housing Administration or the Department of Veterans Affairs or any programs sponsored by either such agency, then the insuring agency must give written approval before any of the following actions can be approved by either the Declarant or the lot owners:

- a) Annexation of additional properties
- b) Dedication of any properties
- c) Amendment to this declaration

Section Four: Voting. This Declaration may be amended at any annual meeting of the Association, or at a special meeting called for such purpose, if sixty-seven percent (67%) or more of the Owners vote for such amendment, or without such meeting if all Owners are notified in writing of such amendment, and if sixty-seven percent (67%) or more of the Owners vote for such amendment by written ballot. Notice of any proposed amendment shall be given to all Owners not less than ten (10) days prior to the date of the annual meeting or of any special meeting at which the proposed amendment shall be considered. Notwithstanding any of the foregoing, fifty-one percent (51%) of all Institutional First Mortgagees who have requested notification of amendments must give prior written approval to any material amendment to the Declaration or Bylaws, including any of the following:

- 1. Voting rights;
- 2. Assessments, assessment liens and subordination of such liens;
- 3. Reserves for maintenance, repair and replacement of Common Areas;
- 4. Insurance or fidelity bonds;
- 5. Responsibility for maintenance and repair;

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

E:\DATA\DRHDM\Afford-A-Home 12676\Sterling Crossing .012\Declaration.wpd



6. Contraction of the project or the withdrawal of property from the Properties;
7. The boundaries of any Lot;
8. Leasing of Housing Units other than as set forth herein;
9. Imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot;
10. Any decision by the Association to establish self-management when professional management had been required previously by an Institutional First Mortgagee;
11. Restoration or repair (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration.
12. Any action to terminate the legal status of the Properties after substantial destruction or condemnation occurs; or
13. Any provisions which are for the express benefit of Institutional First Mortgagees.

**Section Five: Effective Date.** Amendments shall take effect only upon recording with the Thurston County Auditor of the county in which this Declaration is recorded.

**Section Six: Protection of Declarant.** For such time as Declarant shall own Lots located in the Properties there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any Rules and Regulations adopted by the Association which:

1. Discriminate or tend to discriminate against the Declarant's rights.
2. Change Article One ("Definitions") in a manner which alters the Declarants right or status.
3. Alter the character and rights of membership or the rights of the Declarant as set forth in Article Three.

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\AD\BHDMAfford-A-Home 12670\Sterling Crossing\_012\Declaration.wpd

Page 36 of 39

**3978447**

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 37 of 72

**3978448**

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 37 of 72



4. Alter its rights as set forth in Article Five relating to architectural controls.
5. Alter the basis for assessments, or the Declarant's exemption from assessments.
6. Alter the number or selection of Directors as established in the Bylaws.
7. Alter the Declarant's rights as they appear under this Article.

Section Seven: Notice. Any notice required hereunder shall be deemed effective when personally delivered or three days after mailing by certified and regular mail to the owner of public record at the time of such mailing to such owner's address as it appears on the Thurston County Assessor's tax records and to the street address of the lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender's desire to receive notice, and/or has not given the Association written notice of the lender's address for receipt of notices. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lienholder.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 8<sup>th</sup> day of August, 2007.

**Sterling Crossing, LLC, a Washington Limited Liability Company**

By: Douglas Walker  
Douglas Walker, Manager

STATE OF WASHINGTON )  
 )  
 )§  
COUNTY OF PIERCE )

On this 8<sup>th</sup> day of August, 2007 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas Walker, to me known to be the Manager of Sterling Crossing, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, for the

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

I:\DATA\BHD\MM\ford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

Page 37 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 38 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 38 of 72



uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

**WITNESS** my hand and official seal hereto affixed the day and year first above written.

*Cheryl L Stubbs*  
Printed Name: Cheryl L Stubbs  
**NOTARY PUBLIC** in and for the State of  
Washington, residing at Tacoma  
My commission expires: 9/1/2009



**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS**

I:\DATA\IDIB\DRMVAfford-A-Home 12676\Sterling Crossing .012\Declaration.wpd

Page 38 of 39

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 39 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 39 of 72



After Recording Return to:  
Bryce H. Dille  
Campbell, Dille, Barnett, Smith & Wiley  
317 South Meridian  
P.O. Box 488  
Puyallup, WA 98371

**PEST AND VEGETATION MANAGEMENT PLAN  
FOR THE PLAT OF STERLING CROSSING**

---

Grantor: Sterling Crossing, LLC, a Washington Limited Liability Company  
Grantee: Sterling Crossing  
Legal Description (abbreviated): Lots 1 through 88 of the Plat of Sterling Crossing recorded  
under Thurston County Auditor's Recording Number \_\_\_\_\_  
Assessor's Tax Parcel Number \_\_\_\_\_

---

Sterling Crossing, LLC, a Washington limited liability company, as the owner of all of the lots within the Plat of Sterling Crossing, and as the Declarant of the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Sterling Crossing, does hereby adopt and state that the Pest and Vegetation Management Plan that will govern all of the lots within the Plat of Sterling Crossing is attached hereto and shall be recorded together with the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Sterling Crossing.

**IN WITNESS WHEREOF**, the undersigned have caused this Declaration to be executed this 14<sup>th</sup> day of September, 2007.

**Sterling Crossing, LLC, a Washington Limited  
Liability Company**

By: Douglas P. Walker  
Douglas P. Walker

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant

Page 40 of 72



3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement

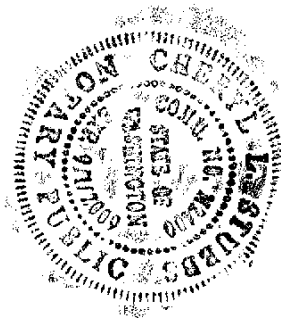
Page 40 of 72



STATE OF WASHINGTON )  
 )§  
COUNTY OF PIERCE )

On this 17<sup>th</sup> day of September, 2007 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas P. Walker, to me known to be the Manager of Sterling Crossing, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cheryl L. Stubbs  
Printed Name: Cheryl L. Stubbs  
NOTARY PUBLIC in and for the State of  
Washington, residing at Tacoma  
My commission expires: 9/1/2009



*Sterling Crossing*  
( Formerly "The Villages at Bush Prairie")

**Integrated Pest Management Plan**

**Prepared for:** Sterling Crossing, LLC  
429 29<sup>th</sup> St N.E., Suite "A"  
Puyallup, WA. 98372

( Assigned by Triway Enterprises subsequent to  
preliminary plat approval)

**Date:** May 4, 2005

**Prepared by:** Erik P. Martin, PE

**Reviewed by:** Steven D. Hatton, P.E.  
HATTON GODAT PANTIER  
1840 Barnes Blvd. SW  
Tumwater, WA 98512  
(360) 943-1599

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 42 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 42 of 72



**Table of Contents**

---

**I. INTRODUCTION .....3**

Background.....3

    A. Responsibility .....3

    B. Project Description.....5

**II. COMMON HAZARDS TO WATER RESOURCES.....6**

General.....6

    A. Point sources of pollutants.....6

    B. Non-point sources of pollutants.....6

**III. REDUCING IMPACTS ON WATER RESOURCES .....8**

General.....8

    A. Household operations.....8

    B. Automotive care and maintenance.....9

    C. Landscape design and maintenance.....10

    D. Pest control.....12

    E. Pesticide management.....14

    F. Stormwater control.....15

**IV. RELATED DOCUMENTS .....16**

Resources.....16

    A. Contact Numbers.....16

    B. Reference material.....16

    C. Quick Reference List of Toxic Products and Alternative Products.....16

    D. Glossary.....20

Appendix A – Stormwater Maintenance Guide



## I. INTRODUCTION

### Background

When urban development covers the land with buildings, houses, streets and parking lots, much of the native topsoil, duff, trees, shrubs and grass are replaced by homes, asphalt, concrete, and landscaping. Along with the development, people come bringing the potential for contamination to area lakes, streams, and groundwater supplies.

Much of Thurston County is classified as an "Aquifer Sensitive" area. That is to say that the groundwater resource, upon which the vast majority of Thurston County residents rely for water, is vulnerable to contamination from land activities. Many of the aquifers serving Thurston County are relatively shallow and largely unprotected by intervening impermeable layers of soil. Consequently, activities on the surface can have an impact on the water supply.

In addition to protecting the aquifer, this project lies approximately 50 vertical feet up gradient of the Deschutes River. This surface water body is susceptible to contamination from development and future activities on this site. Surface water bodies are typically home to a variety of aquatic life including plants, fish, and animals. Some support endangered species such as Coho and Chinook salmon.

This Integrated Pest Management Plan (IPMP) seeks to address potential sources of contamination of both surface and ground waters. Moreover, it provides guidance to future homeowners of this project to identify actions and activities that can be mitigated to reduce the potential for contamination.

### A. Responsibility

All property owners within this subdivision are members of the Homeowners Association (HA). The HA is responsible for many of the mitigation measures discussed herein. However, most of the responsibility for protection of our water resources lies with each individual property owner. This IPMP is attached to and a part of the Covenants, Conditions, and Restrictions for this subdivision and, as such, are recorded against the title for all properties within the subdivision. Enforcement of the recommendations of this IPMP lies with the HA, but responsibility rests with each property owner.

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 44 of 72



3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 44 of 72



**B. Project Description**

The proponent is applying for preliminary plat for the approval of a 83-lot subdivision on Tax Parcels 12712230100, 12712230200, 12712230101, and 12712230202.

The proposed THE VILLAGE AT BUSH PRAIRIE site is located in Section 12, Township 17 North, Range 2 West, Willamette Meridian, Tumwater, Washington.

The project will include 84 lots and one public and four private roads. The lots will be served by City of Tumwater sewer and water. Stormwater from the developed areas of this project will be directed into infiltration ponds by catch basins and piping. The pond has been sized according to the City of Tumwater Drainage Design and Erosion Control Manual. 2.69 acres will be designated open space.

The nearest body of water is Trails End Lake, which is approximately ¼ of a mile away. The Deschutes River is also downstream of the site, but is over ½ a mile from the closest parts of the site. There are no wetlands within or adjacent to the site and according to Thurston County Geodata this project is not located in a "Ground Water Sensitive Area."

**3978448**  
12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 45 of 72



**3978447**  
12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 45 of 72





## II. COMMON HAZARDS TO WATER RESOURCES

### General

Many products commonly used in and around our homes are hazardous to both the environment and people. If used improperly, these products can end up in nearby surface or ground waters. This document provides alternatives, where possible, for many products and common practices that can reduce the potential for adverse impacts to those water resources. The term commonly used to describe environmentally conscientious practices is "Best Management Practices" (BMP). Many BMPs are incorporated into the design of your subdivision. BMPs described herein include "good housekeeping" practices that everyone can use.

It has been said that the average home today contains more chemicals than the average chemical lab of 100 years ago. When these chemicals are used industrially, they typically are subject to various health and safety standards. However, many of these same substances can be used freely and carelessly in our homes. Typical residential pollutant sources are classified as either "point" or "non-point" sources. A point source pollutant is one in which the contaminant can be traced to a specific location or locations. Non-point pollutants are more difficult to locate. Stormwater is a good example wherein tiny bits of contaminant collect over many acres of runoff, eventually reaching a single point. However, the source of the pollutant is anything but a "point" source.

### A. Point sources of pollutants

#### 1. Household products

Many cleaning agents, solvents, polishes, etc. commonly used in the home are considered hazardous. These products may be toxic, corrosive, reactive, flammable, or carcinogenic. It is critical that these products are handled with care and are properly disposed. A list of common household hazardous materials is presented in Table 1.

In addition, many hazardous household chemicals persist for long periods of time in the environment. Manufacturers may truthfully state that a product is "biodegradable"; most products are biodegradable, but what is important is the rate at which they are broken down and the products they are broken down into. The term "biodegradable" is somewhat misleading unless the product rapidly degrades into harmless substances.

It is important to note here that the term "biodegradable" currently has no legal definition in this state. Consequently, any product can use this term according to the manufacturer's own definition. This definition may not be at all similar to the consumer's perception.

#### 2. Automotive care products

Common automotive fluids such as oil, gas, antifreeze, degreasers, etc. are easily spread by small amounts of water and can cause significant damage to area ground and surface waters. Table 1 presents a list of these common items and Table 2 suggests alternatives or handling tips to reduce the potential for negative environmental impacts.

### B. Non-point sources of pollutants

1. Yard care products

Pesticides (including insecticides and herbicides) and fertilizers are commonly used by homeowners in the quest for bigger, healthier plants and greener lawns. These chemicals are often overused. Many times, homeowners apply too much chemical or apply the right amount but at the wrong time. (Such as before heavy rains or any time the plants will not be able to absorb the chemicals.) Excess chemicals are easily introduced into stormwater runoff and can cause algae blooms (fertilizers) or kill off aquatic organisms (pesticides) in surface waters. Large quantities of fertilizer can negatively impact nitrate levels in drinking water well supplies as well.

2. Stormwater runoff

Stormwater runoff needs to be treated because it carries litter, oil, gasoline, fertilizers, pesticides, pet waste, sediments, and anything else that can float, dissolve or be swept along by moving water. Left untreated, polluted stormwater can reach nearby waterways where it can harm or kill aquatic life. Untreated stormwater can pollute groundwater in similar ways. Nationally, stormwater is recognized as a major threat to water quality. Remember to keep everything out of stormwater systems except the rainwater they are designed to collect.

3978448

Page 47 of 72

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC



3978447

Page 47 of 72

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC





### III. REDUCING IMPACTS ON WATER RESOURCES

#### General

The following ideas should help you reduce the risks of stormwater and ground water contamination from many common products or practices. From a waste management standpoint, automobile maintenance is best done by professionals at facilities designed to handle, store, and dispose of waste products properly. Many of these facilities do an excellent job of dealing with waste oils, antifreezes, other fluids, batteries and tires. If you do repair or maintain your car at home, please consider the tips presented in this plan.

Fertilizing a lawn can be done in an environmentally sensitive manner. Also, rather than bringing out the sprayer whenever a pest infestation occurs in the garden, consider using other alternatives. Evaluate all factors that might affect the garden, including environmental effects, before chemicals are applied. Pesticides should only be used as a last resort. Some proven tactics that can be used to decrease the use of pesticides are discussed below.

#### A. Household operations

1. Read the label of products before you buy them. Toxic product labels carry many warnings. Either bypass such products entirely or buy them in small quantities. If you cannot use the entire product, try to give it away instead of disposing of it. Thurston County periodically facilitates product exchanges for leftover paints and other hazardous wastes. Call the Thurston County Health Department at 754-4111 for more information.
2. Buy detergents that contain little or no phosphorus. Phosphorus can cause algae blooms if washed into lakes or streams. Most detergents that are low or phosphate free are labeled as such.
3. Use no more than the manufacturer's suggested amount of any cleanser. (More isn't necessarily better.)
4. Products such as oven cleanser, floor wax, furniture polish, drain cleaners, and spot removers often contain chemicals that are toxic. Buy the least toxic product available, and use a non-toxic substitute if one can be found. Ovens, for example, can be cleaned by applying table salt to spills, then scrubbing with a solution of washing soda and water. Table 2 lists substitutes for many commonly used household products.

If it is necessary to use a product that contains toxic chemicals, use the product only as directed. Do not combine products, as they may become more dangerous when mixed (example: mixing chlorine bleach and ammonia produces dangerous gases). Use eye-wear and rubber gloves as appropriate.

Contact the Hazardous Substance Hotline at 1-800-633-7585 if you have any questions regarding disposal of a product or empty container. The County has both hazardous waste collection days and permanent facilities where residents can bring hazardous wastes. Call the Thurston County Health Department at 754-4111 for more information.



- 5. Many chemicals left over from some activities such as photography and auto repair are hazardous and should not be flushed down the sink or toilet. This is especially important if your home is hooked up to a septic system. Toxic chemicals can kill bacteria in the tank that treat sewage and can also pollute water supply wells.
- 6. Be sure that all toxic material containers are clearly marked.
- 7. Common (not automobile) household batteries are one of the largest sources of heavy metals (such as lead, nickel, cadmium, and mercury) found in landfills. Instead of throwing batteries away, dispose of them at a hazardous waste collection site.

**B. Automotive care and maintenance**

- 1. Cars should be serviced regularly. Leaky lines or valves should be replaced.
- 2. Dumping oil, degreasers, antifreeze, and other automotive liquids into a stream or storm drain violates city, county and state law. Do not dump them onto the ground because they will end up in stormwater runoff or in groundwater. Do not use oil to reduce dust levels on unpaved areas. Instead, recycle used oil and antifreeze. (Keep them in separate containers.) Call the Recycling Hotline at 1-800-RECYCLE or call the Thurston County Health Department for the location of the nearest recycling center. You may also call your local automotive service centers to see if they take oil for recycling. (Some also take used oil filters.)
- 3. Wrap empty oil and antifreeze containers in several layers of newspaper, tie securely, and place them in a covered trashcan. (Antifreeze tastes sweet but is poisonous to people, fish, pets, and wildlife.)
- 4. Sweep your driveway instead of hosing it down. Fluids and heavy metals associated with automobiles can build up on driveway surfaces. When cleaned with a garden hose, these contaminants can be washed into local surface or ground waters. Sweeping up sediment and disposing of it properly can reduce the impact on our water resources.
- 5. Wash vehicles on the lawn or in a location where soapsuds can be directed onto the lawn or another vegetated area. This will help to keep soapsuds from washing into the storm drain system or local surface water. (Your stormwater pond is not designed to cleanse soapy water from washed cars.)
- 6. Small spills of oil or other fluids can be absorbed by using materials such as kitty litter or sawdust. Wrap the used kitty litter and any contaminated soil in a plastic bag and then place it in the garbage. If a spill reaches surface water, you must notify the nearest regional office of the Department of Ecology immediately! Southwest Regional Office number: 407-6300. There are fines for failure to notify the appropriate agency when a spill occurs.
- 7. De-icing chemicals, usually a form of salt, can harm concrete less than three years in age, burn vegetation, and are corrosive to cars and other metal objects. De-icing chemicals and their additives can also be toxic. (Cyanide is formed from the breakdown of a common anti-caking agent used in de-icing chemicals.)

Urea salts are an alternative to other types of salt de-icers, but great care must be used in applying them. These salts contain large quantities of nitrogen, which can severely burn

plants and encourage algae growth in lakes if over-applied. The use of these chemicals should be minimized or avoided. Instead, shovel walks clear and apply a dusting of sand to improve footing.

### C. Landscape design and maintenance

1. One of the best methods of reducing impacts to water resources is by using landscaping materials that do not require extensive care. Native plants have adapted themselves to our region, particularly their root structure and water needs. These plants have also built tolerances over the centuries to local pests and disease. By using native plants in the landscape, we are less likely to need fertilizers, herbicides, and pesticides. Native plants are also more tolerant of drought conditions and typically require less water.

Native plants come in all shapes and sizes so there is probably one that will fit into your landscape plans. There are deciduous and evergreen varieties of trees, shrubs, and groundcovers. Following is a brief list of just some of the more common varieties of native plants. Contact your local garden supply store for more ideas on use of native plants in your garden.

#### Evergreen Plants:

Trees - western red cedar, douglas fir, western hemlock

Shrubs - rhododendron, evergreen huckleberry, tall oregon grape

Ferns - lady fern, sword fern, deer fern

Groundcover - manzanita, kinnikinnik, common juniper

#### Deciduous Plants:

Trees - big leaf maple, pacific dogwood, bitter cherry

Shrubs - western azalea, nootka rose, red huckleberry

2. The lawn is a major component of the landscape. Selection of a grass well suited to our area is an important step in reducing the impact to water resources. The *National Turfgrass Evaluation* studies various types of grasses for their resistance to insects, drought tolerance, seasonal appearance, density, the strength of their sod, and leaf texture. Based upon these characteristics, specific grass types are recommended for specific areas throughout the country. Fescue and perennial rye grass are recommended for this area.
3. Use of native plants will greatly reduce the need for fertilizer. Use of mulch may eliminate the need altogether. Mulch acts as a physical barrier to weeds and is an excellent alternative to herbicides. Mulch can be compost, bark or wood chips, or leaves and grass clippings. It should be spread around the base of plants and within flowerbeds. The recommended depth of mulch varies between plant varieties but should typically be two to four inches.
4. Proper use of fertilizers yields better plants and reduces negative impacts to our water resources. Fertilizers typically contain high levels of nitrogen and phosphorus, both of which

can damage ground and surface waters. The following are a few tips to optimize the use of fertilizers in your garden.

- The first step in fixing a problem is to know what that problem is. Therefore, before applying any fertilizer, test your soil. Existing soil conditions, particularly nitrogen, phosphorus, potassium, and pH levels, can be easily determined by using kits available at garden stores or from the WSU Cooperative Extension. Applying fertilizer before knowing the components of the soil could lead to over loading certain areas that may impact our water resources.
- Proper fertilization is important in maintaining a healthy lawn that resists environmental stress, including competition with weeds and moss and drought stress. Because Spring and Fall are periods of optimal growth, these are the most important times to fertilize. The use of slow release fertilizers is recommended. Natural organic and synthetic organic fertilizers (such as IBDU, sulfur or polymer coated urea, or methylene urea) behave similarly once they are applied to the soil. Although some people feel that natural organic fertilizers provide added benefits to soil health, research has not shown this to be true as a general rule. The natural organic nutrient sources in these products are often supplemented with synthetic plant nutrients anyway. The most important thing to remember is to use a slow release fertilizer. Extensive research around the country has shown that when these materials are applied properly there is very little risk of surface or groundwater contamination, and they provide an even feeding, which is better for your lawn. Remember to sweep granules off pavement to prevent washing into storm drains.
- Turf fertilization practices for the entire year are built around what is done in the fall. Apply fertilizer in early to mid September to promote regrowth from summer stress. Another application in November is important in keeping the grass competitive with moss through the winter. If you fertilize in November, you probably don't need an early Spring fertilization. If not, your lawn will probably be ready for fertilizer in the Spring. Again, use a slow release fertilizer so that you don't promote a big flush of growth. Fertilize again in early June so that the grass has the nutrients it needs to grow at a moderate rate through the summer stress period.
- If you want to maintain a lawn of moderate quality, a minimum of three fertilizations through the year is needed. Additional light fertilizations can be added if you are looking for a higher quality lawn. In general, you should apply no more than one pound of actual fertilizer nitrogen per 1000 square feet at a time, although this rate can be increased to 1.5 pounds in the fall when using slow release products. (If the fertilizer analysis is 24-4-12, for example, it contains 24% nitrogen.) To apply 1 pound of N per 1000 square feet, you need to apply 4.2 pounds of fertilizer ( $1 \div 0.24 = 4.2$ ). Return clippings (grasscycle) when you mow to recycle nutrients into the lawn.
- Water plants and lawns before fertilizing. Water enough to dampen the ground thoroughly, but not enough to cause surface runoff. Dampening the soil prevents fertilizer from being washed from the surface of dry soil in the first rain or watering after application.



- Use mulching mowers to return grass clippings directly to the lawn. Essential nutrients from the decomposed grass can then be retained in the soil thereby reducing the need for fertilizer.
  - Many soils can benefit from the use of organic fertilizers such as compost or peat. These substances add nutrients to soil and increase the porosity of the soil as well as its ability to hold water.
5. Proper watering can help build strong plants resistant to drought, pests, and disease. Water infrequently but enough to dampen soil down to 10-inches. Be careful not to water so rapidly that water runs off the surface. Infrequent watering promotes shallow root depths making the plants susceptible to damage during periods of drought. Unhealthy plants are easy targets for pests and disease. Also, water during early morning hours rather than during the day or at night. Irrigating during the day loses a sizable amount of water to the atmosphere through evaporation. Watering at night can lead to mold and fungi growth on plants left damp over a cool night.

**D. Pest control**

1. Use natural predators and pathogens. Because chemical sprays generally kill beneficial insects along with the target pest, it may be necessary to introduce natural predators back into the garden. Ladybugs, lacewings, predatory wasps, and nematodes are all commercially available. Garter snakes and toads are also predators and should not be eliminated from the garden.  

Some bacteria, viruses, and insect parasites are specific to pests and will not harm other insects or animals. A commonly used bacterium in the Puget Sound area is *Bacillus thuringiensis* (Bt), which is intended to control infestations of tent caterpillars. Products containing Bt are available at your nursery.
2. Many times a change of habitat can control pest infestations. Removal of old tires can cut down on the mosquito population by removing a convenient water-filled location for them to breed. Crop rotation, even in a small garden, can reduce the number of pest infestations. Removing last year's leaves from under rose bushes can cut down on the incidence of mildew and blackspot, as these fungi overwinter in dead leaves.
3. Crops that can overwinter, such as leeks and carrots, should be planted in the fall. This gives them time to become established before pests arrive in the spring.
4. Many eggs, larvae, cocoons, and adult insects can be removed by hand. Be sure that the insect is properly identified prior to removing it so beneficial insects are not destroyed in error. Drowning insects in plain water or spraying them with soapy water are alternatives to squashing them.
5. Plants native to this area are often more resistant to pests and climate than are introduced plants. Many plant cultivars have been developed that are resistant to diseases such as verticillium wilt and peach leaf curl. Grass seed mixes are also available for lawns that require less watering, mowing, and chemical use.
6. Plants, such as hostas, that require some shade are more susceptible to pests when they are grown in the sun. Plants that are not properly fertilized or watered are less vigorous in

growth and tend to attract pests. Plants that prefer an acid soil, such as azaleas, will perform better and be less susceptible to pests when they are grown in soil with the proper pH.

**3978448** Page 53 of 72  
12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC



**3978447** Page 53 of 72  
12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC



**E. Pesticide management**

1. Know what pest you are spraying for. Use the pesticide according to the manufacturer's instructions and buy only the quantity needed. Many pesticides have a limited shelf life and may be useless or degrade into even more toxic compounds if kept on the shelf.
2. Do not apply more than the specified amount. Overuse can be dangerous to your health as well as wildlife and the environment. If more than one chemical can be used to control the pest, choose the least toxic. The word "Caution" on the label means that the chemical is less toxic than one that is labeled "Warning".
3. Do not spray on windy days, in the morning of what will be a very hot day, or when rain is likely to occur. Herbicides can drift and injure valuable ornamental plants in either yours or your neighbor's back yard. Do not water heavily after application. Plants should be lightly watered BEFORE application to prevent burning the foliage, and to help evenly spread the chemical.
4. Never apply pesticides near streams, ponds, or wetlands (exception: approved applications for aquatic weeds). Do not apply them to bare eroded ground (exception: use of low toxicity herbicides such as Round-up to allow growth of desired planting in small areas). Many pesticides bind to soil particles and can be easily carried into a stream or storm drain.
5. Pesticides should be stored well away from living areas. Ideally, the storage area should have a cement floor and be insulated from temperature extremes. Always keep pesticides in their original containers with labels in tact. Labels often corrode and become illegible in this climate and may have to be taped onto the container.
6. Federal law requires all pesticides to be labeled with an appropriate disposal method. Leftovers should never be dumped anywhere, including a landfill. Take unwanted pesticides to the County's "Hazardous Waste Collection Days" or Hazo House at the landfill. Call the Thurston County Waste Line at 1-800-624-1234, ext. 4348 for more information.
7. Empty containers should be triple-rinsed and the rinse water used as spray. Once containers are triple-rinsed, they are not considered hazardous waste and may be disposed of in most landfills. However, call your local landfill before putting the container in the garbage.
8. If a pesticide is spilled onto pavement, it can be absorbed using kitty litter or sawdust. The contaminated absorbent should be bagged and labeled and taken to Hazo House.
9. If a pesticide is spilled onto dirt, dig up the dirt, place it in a plastic bag and take it to Hazo House.
10. Many pest control companies and licensed applicators have access to pesticides that are more toxic than those available to the consumer. Check with the company before they spray indoors or outdoors to find out what spray they will be using and what precautions, if any, are necessary after the operator leaves.



**F. Stormwater control**

Your neighborhood has a stormwater control system that includes a wet pond and Concentrator Conveyance Flow Diversion System to treat stormwater runoff and a retention pond to infiltrate all runoff into the ground. Both facilities require certain types of maintenance to assure that they function as intended. A Stormwater Maintenance Agreement has been recorded with the title on all properties within your subdivision, binding the Homeowners Association to implementing the specified maintenance. Copies of the maintenance agreement is included in the covenants filed with the plat and should be included as part of your title policy on your lot.

During construction sediment ponds shall be constructed at the beginning of construction to perform as temporary sediment traps. Protection of offsite properties against sedimentation is an absolute necessity. Additional measures may be required to provide full protection of downstream areas. Additional measures may include, but are not limited to, use of sediment bags in existing catch basins, increased filters within sediment ponds such as hay bales, introduction of coagulants to the sediment ponds, and other such measures. Continuous monitoring of the erosion control systems, depending upon site and weather conditions, shall be ongoing throughout project development.

Vehicle tracking of mud off-site shall be avoided. Installation of a stabilized construction entrance shall be installed at the start of construction at the exit point to be used by equipment. This entrance is a minimum requirement and may be supplemented if tracking of mud onto public rights-of-way becomes excessive. Washing down roads daily to remove excessive mud may be required. Wash water shall be directed to the temporary sediment traps installed on-site and shall not be allowed to discharge downstream without treatment.

A centralized equipment marshalling area and containment area is to be provided on-site for equipment maintenance and storage of any equipment service materials. An area on-site will be selected as a temporary debris and stockpile area for materials that will be removed from the site. Erosion control containment and berming of this area will be provided for pollutant containment and sheeting provided for coverage or lining if applicable.

All stormwater facilities require maintenance. Regular maintenance ensures proper functioning and preserves visual appeal. This Stormwater Maintenance Guide in Appendix A was designed to explain how stormwater facilities work and provide user-friendly, straightforward guidance on facility maintenance.

You are responsible for regularly maintaining privately owned treatment structures, ponds, catch basins, pipes and other drainage facilities on your property. Stormwater facilities located in public rights-of-way are maintained by local governments.



**IV. RELATED DOCUMENTS**

**Resources**

**A. Contact Numbers**

|  |          |
|--|----------|
| Tumwater Public Works                            | 754-4140 |
| Thurston County Storm & Surface Water Management | 754-4681 |
| WSU Cooperative Extension                        | 786-5445 |

**Developer Information:**

Tri Vo  
Triway Enterprises  
1500 79<sup>th</sup> Avenue SE  
Olympia, WA 98501  
360-956-0710

**Engineer's Information:**

Hatton Godat Pantier  
1840 Barnes Blvd, SW  
Tumwater, WA 98512  
(360) 943-1599

**B. Reference material**

Puget Sound Water Quality Authority, Managing Nonpoint Pollution - an Action Plan for Puget Sound Watersheds, 88-31, June 1989.

Washington State Dept. of Ecology, Water Quality Guide - Recommended Pollution Control practices for Homeowners and Small Farm Operators 87-30, revised June 1991.

Washington State Dept. of Ecology, Hazardous Waste Pesticides, 89-41, August 1989.

Gardening with Native Plants of the Pacific Northwest by Arthur Kruckeberg

**C. Quick Reference List of Toxic Products and Alternative Products**

Table 1 – Hazardous Household Substances

Table 2 - Non-Toxic or Less Toxic Alternatives to Toxic Products



**Table 1 Hazardous Household Substances**

| <b>Auto, Boat and Equipment Maintenance</b> | <b>Repair and Remodeling</b>     | <b>Cleansing Agents</b>                   |
|---|----------------------------------|---|
| 1. Batteries                                | 1. Adhesives, glues, cements     | 1. Oven cleaners                          |
| 2. Waxes and cleansers                      | 2. Roof coatings, sealants       | 2. Degreasers and spot removers           |
| 3. Paints, solvents and thinners            | 3. Caulking and sealants         | 3. Toilet, drain and septic tank cleaners |
| 4. Additives                                | 4. Epoxy resins                  | 4. Polishes, waxes and strippers          |
| 5. Gasoline                                 | 5. Solvent-based paints          | 5. Deck, patio and chimney cleaners       |
| 6. Flushes                                  | 6. Solvents and thinners         | 6. Solvent cleaning fluids                |
| 7. Auto repair materials                    | 7. Paint removers and strippers  |   |
| 8. Motor oil                                |                                  |   |
| 9. Diesel oil                               |                                  |   |
| 10. Antifreeze                              |                                  |   |
| <b>Pesticides</b>                           | <b>Hobby and Recreation</b>      | <b>Miscellaneous</b>                      |
| 1. Insecticides                             | 1. Paints, thinners and solvents | 1. Ammunition                             |
| 2. Fungicides                               | 2. Chemicals (photo and pool)    | 2. Asbestos                               |
| 3. Rodenticides                             | 3. Glues and cements             | 3. Fireworks                              |
| 4. Molluscicides                            | 4. Inks and dyes                 |   |
| 5. Wood preservatives                       | 5. Glazes                        |   |
| 6. Moss retardants                          | 6. Chemistry sets                |   |
| 7. Herbicides                               | 7. Bottled gas                   |   |
| 8. Fertilizers                              | 8. White gas                     |   |
|   | 9. Charcoal starter fluid        |   |

Source: Guidelines for Local Hazardous Waste Planning, Ecology, No. 87-18 1987.

**Table 2 Non-Toxic or Less Toxic Alternatives to Toxic Products**

| Hazardous Product           | Alternative(s)   |
|-----------------------------|--|
| Air fresheners              | Set out a dish of vinegar or simmer cinnamon and cloves or set out herbal bouquets or potpourri in open dishes or burn scented candles.                                  |
| Bleach                      | Borax or oxygen bleaches or reduce bleach by ½ and add ¼ - ½ C. baking soda, or let clothes dry in the sun.  |
| Brass polish.               | Worcestershire sauce.  |
| Chrome polish               | Apple cider vinegar or a paste of baking soda and water or a lemon   |
| Coffee pot cleaner          | Vinegar.   |
| Coffee stains               | Moist salt paste.  |
| Copper cleaner              | Mix lemon juice w/ salt or use ketchup   |
| Drain cleaner               | Use a plunger followed by ½ C. baking soda in ½ C. vinegar. Let sit 15 min. & pour down 2 qt. boiling water.   |
| Furniture polish            | Linseed, olive or almond oils or a mixture of 3 parts olive oil to 1 part white vinegar or a mixture of 1 Tbs. lemon oil and 1 pint mineral oil.                         |
| Garbage disposal deodorizer | Used lemon rind or baking soda.  |
| Glass cleaner               | Mix 2 Tbs. vinegar with 1 quart water.   |
| Grease remover              | Make a paste of borax on a damp cloth.   |
| Ink stain remover           | Spray with leftover non-aerosol hair spray before washing.   |
| Laundry soap                | Borax, baking soda or washing soda   |
| Linoleum floor cleaner      | 1 C. white vinegar in 2 gals. water.   |
| Mildew remover              | Equal parts vinegar and salt.  |
| Mothballs                   | Cedar chips or blocks, or use dried tansy, lavender or peppercorns in drawers and closets.   |
| Oil spills                  | Kitty litter, sawdust.   |
| Oil stain removal           | White chalk rubbed into the stain prior to washing.  |
| Oven cleaner                | Pour lots of salt on fresh spills and scrape off after the oven cools. A soda water solution will cut grease. Paint ammonia on spills with a paintbrush, then rinse off. |
| Paint brush softener        | Hot vinegar.   |

**Table 2 Non-Toxic or Less Toxic Alternatives to Toxic Products (Cont.)**

| Hazardous Product       | Alternative(s)  |
|-------------------------|---|
| Paint stripper          | Use mechanical sanding instead of chemical strippers.   |
| Paint/grease remover    | Wear gloves or use baby oil.  |
| Pet odor removal        | Cider vinegar.  |
| Pitch or sap remover    | Butter, margarine or vegetable shortening.  |
| Porcelain stain remover | Baking soda   |
| Refrigerator deodorizer | Open box of baking soda.  |
| Rug/carpet cleaner      | (General) Use a soap-based non-aerosol rug shampoo, vacuum when dry. (Spots) Pour on club soda or sprinkle cornmeal or cornstarch on the rug, let sit for at least 30 minutes, then vacuum. |
| Rust removal            | Lemon juice plus salt plus sunlight.  |
| Rusty bolt remover      | Carbonated beverage.  |
| Scorch mark remover     | Grated onion.   |
| Scouring powder         | Baking soda or a non-chlorine scouring powder.  |
| Silver polish           | Soak silver in warm water with 1 Tbs. soda, 1 Tbs. salt and a piece of aluminum foil.   |
| Stainless steel polish  | Mineral oil.  |
| Toilet bowl cleaner     | Paste of borax and lemon juice.   |
| Tub and tile cleaner    | ¼ C. soda and ½ C. white vinegar mixed with warm water.   |
| Upholstery spot remover | Club soda.  |
| Water mark remover      | Toothpaste.   |
| Water softener          | ¼ C. vinegar.   |

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 59 of 72



3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 59 of 72





**D. Glossary**

**BEST MANAGEMENT PRACTICE (BMP)** - Structures, conservation practices, or regulations that improve quality of runoff or reduce the impact of development on the quantity of runoff.

**BIOFILTER (SWALE)** - A wider and flatter vegetated version of a ditch over which runoff flows at uniform depth and velocity. Biofilters perform best when vegetation has a thick mat of roots, leaves, and stems at the soil interface (such as grass).

**BIOFILTRATION** - The process through which pollutant concentrations in runoff are reduced by filtering runoff through vegetation.

**BUFFER** - The zone that protects aquatic resources by providing protection of slope stability, attenuation of runoff, and reduction of landslide hazards. An integral part of a stream or wetland ecosystem, it provides shading, input of organic debris, and coarse sediments to streams. It also allows room for variation in stream or wetland boundaries, habitat for wildlife, and protection from harmful intrusion.

**CATCH BASIN** - An inlet for stormwater set into the ground, usually rectangular and made of concrete, and capped with a grate that allows stormwater to enter.

**CHECK DAM** - A dam (e.g., rock, earthen, log) used in channels to reduce water velocities, promote sediment deposition, and/or enhance infiltration.

**COMPOST STORMWATER FILTER** - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of specially prepared bigleaf maple compost. Clean water exits the bottom of the facility through a pipe, while stormwater flows in excess of the facility design overflow the compost bed and bypass the facility.

**CONSTRUCTED WETLAND** - A wet pond with dead storage at varied depths and planted with wetland plants to enhance its treatment capabilities.

**CONTROL STRUCTURE OR FLOW RESTRICTOR** - A manhole and/or pipe structure with a flow-regulating or metering device such as a weir or plates with small holes known as orifices. This structure controls the rate at which water leaves the pond.

**CONVEYANCE** - A mechanism or device for transporting water including pipes, channels (natural and man-made), culverts, gutters, manholes, etc.

**CRITICAL AREA** - Areas such as wetlands, streams, steep slopes, etc. as defined by ordinance or resolution by the jurisdiction. Also known as environmentally sensitive areas.

**CULVERT** - A conveyance device (e.g., concrete box, pipe) which conveys water from a ditch, swale, or stream under (usually across) a roadway or embankment.

**DEAD STORAGE** - The volume of storage in a pond below the outlet which does not drain after a storm event. This storage area provides treatment of the stormwater by allowing sediments to settle out.

**DETENTION FACILITY** - A facility (e.g., pond, vault, pipe) in which surface and storm water is temporarily stored.

**DETENTION POND** - A detention facility in the form of an open pond.

**DISPERSION TRENCH** - An open-top trench filled with riprap or gravel that takes the discharge from a pond, spreads it out, and spills (bubbles) the flow out along its entire length. Dispersion trenches are used to simulate "sheet flow" of stormwater from an area, and are often used to protect sensitive adjacent areas, such as wetlands.

**DRAINAGE SYSTEM** - The combination of Best Management Practices (BMPs), conveyances, treatment, retention, detention, and outfall features or structures on a project.

**DROP STRUCTURE** - A structure for dropping water to a lower elevation and/or dissipating energy. A drop may be vertical or inclined.

**DRY POND** - A detention facility that drains completely after a storm. This type of pond has a pipe outlet at the bottom.

**EASEMENT** - A right afforded a person to make limited use of another's real property. Typical easements are for pipes or access to ponds, and may be 15 to 20 feet wide.

**EMERGENCY OVERFLOW OR SPILLWAY** - An area on the top edge of the pond that is slightly lower in elevation than areas around it. This area is normally lined with riprap. The emergency overflow is used only if the primary and secondary outlets of the pond fail, in the event of extreme storms, or if the infiltration capability of the pond becomes significantly diminished. If the emergency overflow ever comes into play, it may indicate the pond needs to be upgraded.

**ENERGY DISSIPATER** - A rock pad at an outlet designed to slow the velocity, spread out the water leaving the pipe or channel, and reduce the potential for erosion.

**FREEBOARD** - The vertical distance between the design high water mark and the elevation of the top of the pond. Most ponds have one to two feet of freeboard to prevent them from overflowing.

**INFILTRATION** - The soaking of water through the soil surface into the ground (percolation is essentially the same thing). Many ponds are designed to infiltrate or retain stormwater, and thus do not have a regularly used discharge pipe.

**INFILTRATION FACILITY (OR STRUCTURE)** - A facility (pond or trench) which retains and percolates stormwater into the ground, having no discharge (to any surface water) under normal operating conditions.

**JUNCTION** - Point where two or more drainage pipes or channels converge (e.g., a manhole).

**JURISDICTION** - Olympia, Lacey, Tumwater, or Thurston County (as applicable).

**LINED POND OR CONVEYANCE** - A facility, the bottom and sides of which have been made impervious (using, for example, a plastic liner or clay/silt soil layer) to the transmission of liquids.

**LIVE STORAGE** - The volume of storage in a pond above the outlet which drains after a storm event. This storage area provides flood control and habitat protection for nearby streams.

**MANHOLE** - A larger version of a catch basin, often round, with a solid lid. Manholes allow access to underground stormwater pipes for maintenance.

**NATURAL CHANNEL** - Stream, creek, river, lake, wetland, estuary, gully, swale, ravine, or any open conduit where water will concentrate and flow intermittently or continuously.

**OIL-WATER SEPARATOR** - A structure or device used to remove oil and greasy solids from water. They operate by using gravity separation of liquids that have different densities. Many catch basins have a downturned elbow that provides some oil-water separation.

**OUTFALL** - The point where water flows from a man-made conduit, channel, or drain into a water body or other natural drainage feature.

**RETENTION FACILITY** - An infiltration facility.

**RETENTION POND** - A retention facility that is an open pond.

**REVTMENTS** - Materials such as rock or keystones used to sustain an embankment, such as in a retaining wall.

**RIP RAP** - Broken rock, cobbles, or boulders placed on earth surfaces, such as on top of a berm for the emergency overflow, along steep slopes, or at the outlet of a pipe, for protection against the action of water. Also used for entrances to construction sites.

**RUNOFF** - Stormwater.

**SAND FILTER** - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of sand. Clean water exits the bottom of the facility through a pipe, while stormwater flows in excess of the facility design overflow the sand bed and bypass the facility.

**STORMWATER** - That portion of precipitation that falls on property and that does not naturally percolate into the ground or evaporate, but flows via overland flow, channels or pipes into a defined surface water channel, or a constructed infiltration facility. Stormwater includes washdown water and other wastewater that enters the drainage system.

**SWALE** - A shallow drainage conveyance with relatively gentle side slopes, generally with flow depths less than one foot. This term is used interchangeably with "BIOFILTER".

**TRASH RACK OR BAR SCREEN** - A device (usually a screen or bars) that fits over a pipe opening to prevent large debris such as rocks or branches from entering and partially blocking the pipe.

**WET POND** - A stormwater treatment pond designed with a dead storage area to maintain a continuous or seasonal static water level below the pond outlet elevation.

**APPENDIX A – STORMWATER MAINTENANCE GUIDE**

**3978447**  
12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

**Page 63 of 72**



**3978448**  
12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

**Page 63 of 72**



**INFILTRATION TRENCH**

| <b>Part of Infiltration Trench to Check</b> | <b>When to Check it</b> | <b>What to Check For</b>                                     | <b>What to Do</b>  |
|---|-------------------------|--|--|
| Storage Area                                | Annually                | Sediment buildup in system                                   | Sediment is removed and/or facility is cleaned so that infiltration system works according to design.  |
| Storage Area                                | Annually                | Storage area drains slowly (more than 48 hours) or overflows | Additional volume is added through excavation to provide needed storage. Soil is aerated to improve drainage. Contact the City for information on its requirements regarding excavation. |

3978447  
 12/18/2007 03:10 PM Covenant  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 64 of 72

3978448  
 12/18/2007 03:10 PM Easement  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 64 of 72



**PONDS**

There are essentially three kinds of ponds: treatment ponds, infiltration ponds, and detention ponds. Although each pond has unique maintenance requirements, they have many things in common as well. Your facility is a wet pond and/or infiltration pond.

| <b>Part of Pond to Check</b> | <b>When to Check It</b> | <b>What to Check For</b>   | <b>What to Do</b>  |
|------------------------------|-------------------------|--|--|
| Entire Pond                  | Quarterly               | Dumping of yard wastes such as grass clippings and branches into basin. Presence of glass, plastic, metal, foam, and coated paper.   | Remove trash and debris and dispose of properly.   |
| Entire Pond                  | Quarterly               | Any vegetation that may constitute a hazard to the public, such as tansy ragwort, poison oak, stinging nettles, devilsclub.  | Remove invasive or noxious vegetation. Do not spray chemicals on vegetation without obtaining guidance from WSU Cooperative Extension and approval from the City or County.  |
| Entire Pond                  | Quarterly               | Presence of chemicals such as natural gas, oil, and gasoline, obnoxious color, odor, or sludge.  | First, try and locate the source of the pollution. Then call the Moderate Risk Waste program at Thurston County Environmental Health to report the hazard.   |
| Entire Pond                  | Quarterly               | Sparse, weedy, or overgrown grass in grassy (dry/infiltration) ponds. Presence of invasive species or sparse growth of plants in wet ponds.  | For grassy ponds, selectively thatch, aerate, and re-seed ponds. Grass should be kept less than 8 inches high. For wet ponds, hand-plant nursery-grown wetland plants in bare areas. Contact WSU Cooperative Extension for guidance on invasive species. Pond bottoms should have uniform dense coverage of desired plant species. |
| Entire Pond                  | Quarterly               | Any evidence of rodent holes if your facility is acting as a dam or berm. Water should not be able to flow through rodent holes.   | Destroy rodents and repair the dam or berm. Contact the Thurston County Health Department for guidance.  |
| Entire Pond                  | Quarterly               | Insects such as wasps and hornets interfering with maintenance activities, or mosquitoes becoming a nuisance.  | Destroy or remove insects. Contact WSU Cooperative Extension for guidance.   |
| Entire Pond                  | Annually                | Ensure that trees are not interfering with maintenance (i.e., mowing, silt removal, or access.)  | Prune tree limbs to allow for maintenance. Some trees may be cut for firewood.   |
| Inlet                        | Annually                | Make sure that the riprap under the inlet pipe is intact and that no native soil is exposed. Also check for accumulations of sediment more than 1/2 the height of the rocks.                                       | Replace rocks or clean out sediment.   |
| Outlet                       | Quarterly               | The rip rap overflow should be intact and clear of debris. Water should be able to flow freely through overflow.   | Replace rip rap if missing. Remove any trash of debris and dispose of properly.  |
| Side Slopes                  | Annually                | Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion. | Try and determine what has caused the erosion and fix it. Stabilize slopes by reinforcing the slope with rock, planting grass, or compacting the soil. Contact WSU Cooperative Extension for guidance on slope reinforcement.  |
| Storage Area                 | Annually                | Check to see if sediment is building up on the pond bottom. A buried or partially buried outlet structure or very slow infiltration rate probably indicates significant sediment deposits.                         | Clean out the sediment and re-seed the pond if deemed necessary to improve infiltration and control erosion.   |
| Dikes                        | Annually                | Any part of the dike that has settled significantly.   | Build the dike back to the original elevation.   |
| Emergency Overflow/Spillway  | Annually                | Check to see that the rip rap protective area is intact. If any exposed native soil is present you should repair it.   | Replace rocks so that all native soil is covered.  |
| Trench Drain                 | Quarterly               | Check to see that the grate is clear of debris, and that the drain is not plugged.   | Remove debris from grate, clean drain.   |

### CATCH BASINS AND INLETS

These structures are typically located in the streets and public rights-of-way. Local jurisdictions are responsible for routine maintenance of pipes and catch basins in rights-of-way. The Homeowners Association is responsible for keeping grates clear of debris in all areas, as well as pipes and catch basins in private areas.

| <i>Part of Catch Basin to Check</i>                          | <i>When to Check it</i>       | <i>What to Check For</i>  | <i>What to Do</i>   |
|--|-------------------------------|---|---|
| Catch basin opening  | During and after major storms | Trash or debris accumulating in front of the catch basin opening and not allowing water to flow in.   | Remove blocking trash or debris with a rake and clean off the grate.  |
| Catch basin  | Quarterly                     | Sediment or debris in the basin should be kept under 50% of the depth from the bottom of the pipe to the bottom of the basin. Use a long stick or broom handle to poke into sediment and determine depth.               | Clean out the catch basin of sediment and debris.   |
| Inlet and outlet pipes                                       | Quarterly                     | Trash or debris in the pipes should not be more than 1/5 of its height. Also, there should not be any tree roots or other vegetation growing in the pipes.  | Clean out inlet and outlet pipes of trash or debris.  |
| Inlet and outlet pipe joints                                 | Annually                      | There should be no cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet or outlet pipe. Also check for evidence of sediment entering the catch basin through cracks.                             | Repair cracks or replace the joints.  |
| Grate  | Quarterly                     | The grate should not have cracks longer than 2 inches. There should not be multiple cracks.   | Replace the grate.  |
| Frame  | Quarterly                     | Ensure that the frame is sitting flush on top of the concrete structure (slab). A separation of more than 1/4 inch between the frame and the slab should be corrected.  | Repair or replace the frame so it is flush with the slab.   |
| Catch basin  | Annually                      | Inspect the walls of the basin for cracks wider than 1/2 inch and longer than 3 feet. Also check for any evidence of sediment entering the catch basin through cracks. Determine whether or not the structure is sound. | Replace or repair the basin. Contact a professional engineer for evaluation.  |
| Catch basin  | Quarterly                     | There should be no chemicals such as natural gas, oil, and gasoline in the catch basin. Check for obnoxious color, odor, or oily sludge.  | Clean out catch basin. Contact your local jurisdiction or Thurston County Environmental Health if you detect a color, odor, or oily sludge.   |
| Oil/Water separator (downturned elbow or "T" in catch basin) | Quarterly                     | Water surface in catch basin has significant sludge, oil, grease, or scum layer covering all or most of the water surface.  | Remove the catch basin lid and skim off oil layer. Pour oil into a disposable container, seal container, wrap securely in newspaper, and place in trash. Water surface should be clear of oily layer. |
| Pipe Elbow   | Quarterly                     | Top or bottom of pipe appears to have broken off. Check for any apparent damage and check to see if it is plumb.  | Remove the catch basin lid and examine the pipe for damage. If broken, hire a contractor to replace pipe in accordance with approved plans on file with your local jurisdiction.                      |

**FENCING, SHRUBBERY SCREENS, AND GATES**

Fences and shrubbery screens aren't typically required for stormwater ponds. If the slopes of the sides are too steep, usually some kind of barricade is constructed.

| <i>Part of Fencing, Shrubby, or Gate to Check</i> | <i>When to Check it</i> | <i>What to Check For</i>  | <i>What to Do</i>   |
|---|-------------------------|---|---|
| Fence or shrubbery screen                         | Quarterly               | Inspect the fence or screen to ensure that it blocks easy entry to the facility. Make sure erosion hasn't created an opening under fence. | Mend the fence, repair erosion, or replace the shrubs to form a solid barrier.  |
| Shrubbery screen                                  | Quarterly               | Shrubbery should not be growing out of control or infested with weeds   | Trim and weed shrubbery to provide appealing aesthetics. Do not use chemicals to control weeds.                             |
| Wire Fences                                       | Annually                | Look along the length of the fence and determine if it is out of alignment.   | Straighten posts and rails if necessary.  |
| Wire Fences                                       | Annually                | Missing or loose tension wire.  | Replace or repair tension wire so it holds fabric.  |
| Wire Fences                                       | Annually                | Missing or loose barbed wire.   | Replace or repair barbed wire so that it doesn't sag between posts.   |
| Wire Fences                                       | Annually                | Check for rust or scaling.  | Paint or coat rusting or scaling parts with a protective coating.   |
| Wire Fences                                       | Quarterly               | Ensure that there are no holes in the fabric or fencing.  | Repair holes so that there are no openings in the fabric or fencing.  |
| Gate  | Quarterly               | Ensure that the gate is not broken, jammed, or missing and that it opens easily.  | Repair or replace the gate to allow entry of people and maintenance equipment. If a lock is used, make sure you have a key. |



## FILTER STRIPS

This facility is for pretreatment of stormwater prior to entering the pond.

| Part of Pond to Check | When to Check It | What to Check For  | What to Do  |
|-----------------------|------------------|--|---|
| Entire Filter Strip   | Quarterly        | Dumping of yard wastes such as grass clippings and branches into basin. Presence of glass, plastic, metal, foam and coated paper.  | Remove trash and debris and dispose of properly.  |
| Filter Strip          | Quarterly        | Any vegetation that may constitute a hazard to the public, such as tansy ragwort, poison oak, stinging nettles, devilsclub.  | Remove invasive or noxious vegetation. Do not spray chemicals on vegetation without obtaining guidance from WWSU Cooperative Extension and approval from the City or County.  |
| Entire Filter Strip   | Quarterly        | Presence of chemicals such as natural gas, oil, and gasoline, obnoxious color, odor, or sludge.  | First, try and locate the source of the pollution. Then call the Moderate Risk Waste program at Thurston County Environmental Health to report the hazard.  |
| Entire Filter Strip   | Quarterly        | Sparse, weedy, or overgrown grass in grassy (filter strip) ponds. Presence of invasive species or sparse growth of plants in wetland ponds.  | For grassy filter strips, selectively thatch, aerate, and re-seed ponds. Grass should be kept under 4 inches high. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Contact WWSU Cooperative Extension for guidance on invasive species. Pond bottoms should have uniform dense coverage of desired plant species. |
| Entire Filter Strip   | Quarterly        | Any evidence of rodent holes if your facility is acting as a dam or berm. Water should not be able to flow through rodent holes.   | Destroy rodents and repair the filter strip. Contact the Thurston County Health Department for guidance.  |
| Entire Filter Strip   | Quarterly        | Insects such as wasps and hornets interfering with maintenance activities, or mosquitoes becoming a nuisance.  | Destroy or remove insects. Contact WWSU Cooperative Extension for guidance.   |
| Entire Filter Strip   | Annually         | Ensure that trees are not interfering with maintenance (i.e., mowing, silt removal, or access.)  | Prune tree limbs to allow for maintenance. Some trees may be cut for firewood.  |
| Inlet                 | Annually         | Make sure that the spreader under the Inlet pipe is intact and that no native soil is exposed. Also check for accumulations of sediment more than 1/2 the height in the spreader.                                  | Replace grass or clean out sediment.  |
| Side Slopes           | Annually         | Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion. | Try and determine what has caused the erosion and fix it. Stabilize slopes by reinforcing the slope with rock, planting grass, or compacting the soil. Contact WWSU Cooperative Extension for guidance on slope reinforcement.  |

3978447

12/18/2007 03:10 PM Covenant  
Thurston County Washington  
STERLING CROSSING LLC

Page 68 of 72

3978448

12/18/2007 03:10 PM Easement  
Thurston County Washington  
STERLING CROSSING LLC

Page 68 of 72



**CONVEYANCE PIPES, DITCHES, AND SWALES**

| <b>Part of System to Check</b> | <b>When to Check it</b> | <b>What to Check For</b>  | <b>What to Do</b>  |
|--------------------------------|-------------------------|---|--|
| Pipes                          | Annually                | Accumulated sediment should not exceed 20% of the diameter of the pipe. Vegetation should not reduce free movement of water through pipes. Ensure that the protective coating is not damaged and rusted. Dents should not significantly impede flow. Pipe should not have major cracks or tears allowing water to leak out. | Clean out pipes of all sediment and debris. Remove all vegetation so that water flows freely through pipes. Repair or replace pipe.                  |
| Open ditches                   | Quarterly               | There should not be any yard waste or litter in the ditch.  | Remove trash and debris and dispose of them properly.  |
| Open ditches                   | Annually                | Accumulated sediment should not exceed 20% of the depth of the ditch.   | Clean out ditch of all sediment and debris.  |
| Open ditches & Swales          | Annually                | Check for vegetation (e.g., weedy shrubs or saplings) that reduces the free movement of water through ditches or swales.  | Clear blocking vegetation so that water flows freely through ditches. Grassy vegetation should be left alone.  |
| Open ditches & Swales          | Quarterly               | Check around inlets and outlets for signs of erosion. Check slopes for signs of sloughing or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion.   | Eliminate causes of erosion. Stabilize slopes by using appropriate erosion control measures (e.g., reinforce with rock, plant grass, compact soil.)  |
| Open ditches & Swales          | Annually                | Native soil beneath the rock splash pad, check dam, or lining should not be visible.  | Replace rocks to design standard.  |
| Swales                         | Quarterly               | Grass cover is sparse and weedy, or areas are overgrown with woody vegetation.  | Aerate soils and reseed and mulch bare areas. Keep grass less than 8 inches high. Remove woody growth. Regrade, and reseed as necessary.             |
| Swales                         | Quarterly               | Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.  | If possible, speak with homeowner and request that the swale area be restored.   |
| Swales                         | Annually                | Water stands in swale or flow velocity is very slow. Stagnation occurs.   | A survey may be needed to check grades. Grades need to be in 1-5% range if possible. If grade is less than 1%, underdrains may need to be installed. |

3978447  
 12/18/2007 03:10 PM Covenant  
 Thurston County Washington  
 STERLING CROSSING LLC

3978448  
 12/18/2007 03:10 PM Easement  
 Thurston County Washington  
 STERLING CROSSING LLC



**GROUNDS AND LANDSCAPING**

| <i>Part of Grounds to Check</i> | <i>When to Check it</i> | <i>What to Check For</i>  | <i>What to Do</i>   |
|---------------------------------|-------------------------|---|---|
| Landscaped Areas                | Quarterly               | Weeds growing out of control in landscaped area.  | Pull weeds by hand, if possible, to avoid using chemical weed controls.   |
| Landscaped Areas                | Quarterly               | Check for any presence of poison ivy or other poisonous vegetation or insect nests.                   | Remove poisonous vegetation or insect nests that are present in landscaped area.                                  |
| Landscaped Areas                | Quarterly               | There should not be any yard waste or litter in landscaped areas.                                     | Remove and dispose of litter properly   |
| Landscaped Areas                | Quarterly               | Noticeable rills are seen in landscaped areas.  | Identify the causes of erosion and take steps to slow down or disperse the water. Fill in contour, and seed area. |
| Trees and shrubs                | Annually                | Limbs or parts of trees or shrubs that are split or broken.   | Trim trees and shrubs to restore shape. Replace severely damaged trees and shrubs.                                |
| Trees and shrubs                | Annually                | Trees or shrubs that have been blown down or knocked over.  | Replant trees or shrubs, inspecting for injury to stem or roots. Replace if severely damaged.                     |
| Trees and Shrubs                | Annually                | Trees or shrubs that are not adequately supported or are leaning over, causing exposure of the roots. | Place stakes and rubber-coated ties around young trees/shrubs for support.  |

3978447  
 12/18/2007 03:10 PM  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 70 of 72

3978448  
 12/18/2007 03:10 PM  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 70 of 72



## ACCESS ROADS AND EASEMENTS

| Area to Check         | When to Check it | What to Check For  | What to Do   |
|-----------------------|------------------|--|--|
| General               | One Time         | Check to determine if there is enough access to your stormwater facilities for maintenance vehicles. | If there is not enough access, check with your local jurisdiction to determine whether an easement exists. If so, a maintenance road may need to be constructed there. |
| Access road           | Quarterly        | Debris that could damage vehicle tires (glass or metal).   | Clear all potentially damaging debris.   |
| Access road           | Annually         | Any obstructions that reduce clearance above and along the road to less than 14 feet.                | Clear along and over roadway so there is enough clearance.   |
| Road surface          | Annually         | Check for potholes, ruts, mushy spots, or woody debris that limit access by maintenance vehicles.    | Add gravel or remove wood as necessary.  |
| Shoulders and ditches | Annually         | Check for erosion along the roadway.   | Repair erosion with additional soil or gravel.   |

3978447

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Covenant

Page 71 of 72



3978448

12/18/2007 03:10 PM  
Thurston County Washington  
STERLING CROSSING LLC

Easement

Page 71 of 72



**DRYWELLS, FRENCH DRAINS, AND DOWNSPOUTS**

Each lot is required to have an onsite drywell for onsite improvements.

| <i>Part of System to Check</i> | <i>When to Check it</i> | <i>What to Check For</i>  | <i>What to Do</i>  |
|--------------------------------|-------------------------|---|--|
| Downspout                      | Annually                | Water overflows from the downspout over the ground.               | First try cleaning out the gutters and downspouts. If this doesn't solve the problem you may need to install a bigger drywell.   |
| Roof                           | Annually                | Moss and algae are taking over the shadier parts of the shingles. | Disconnect the flexible part of the downspout that leads to the drywell. Perform moss removal as desired. Pressure wash or use fatty acid solutions instead of highly toxic pesticides or chlorine bleach. Install a zinc strip as a preventative. |

3978447  
 12/18/2007 03:10 PM Covenant  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 72 of 72

3978448  
 12/18/2007 03:10 PM Easement  
 Thurston County Washington  
 STERLING CROSSING LLC

Page 72 of 72

