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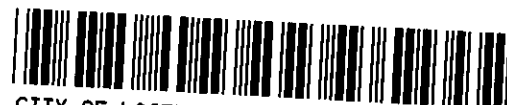
Jennifer Steig
SSHI LLC dba D R Horton
12931 NE 126th Place, Building B1
Kirkland, Washington 98034

Thurston County Treasurer

Real Estate Excise Tax paid none

By [Signature] Deputy

DOCUMENT TITLE	DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE POINTE
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	
GRANTOR	SSHI LLC, a Delaware limited liability company dba DR Horton
GRANTEE	SSHI LLC dba D R Horton and the Public
LEGAL DESCRIPTION	Parcel B of Short Subdivision No SS-6194, as recorded under APN 9012120129, in THURSTON COUNTY, WASHINGTON and more fully described on Exhibit A
ASSESSOR'S PARCEL NO.	58050003101

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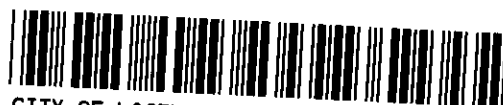
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
THE POINTE**

This Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements is made by SSHI LLC, a Delaware limited liability company dba DR Horton ("Declarant"), as owner of the Property described below.

A. Declarant is the owner of certain real property located in the County of Thurston, State of Washington, described in **Exhibit A** attached hereto and by this reference incorporated herein. The Property is comprised of the real property legally described on **Exhibit A** and any other real property added by Amendment hereto or amendment of the Map. Declarant is developing the residential community ("Community") of THE POINTE on the Property in accordance with the Plat of THE POINTE ("Plat"), recorded under Thurston County Auditor's File No. 3794861 and in accordance with the approved PRELIMINARY PLAT.

B. Declarant plans to develop, own and convey the Property subject to the covenants, conditions, restrictions and easements as hereinafter set forth and as set forth in the deed of Lots from Declarant to Owners of Lots in the Property.

C. In addition to the foregoing, Declarant has deemed it desirable for the efficient preservation of the values and quality of the Property and its surrounding environment for the Association and the Owners to maintain the Property, including all Common Areas, Lots, and Improvements in accordance with the Integrated Pest Management Plan and Storm Maintenance Plan (as such terms are defined in Section 7.4 of this Declaration).

D. Declarant hereby declares that all of the Property shall be held, leased, encumbered, used, occupied, improved, sold and conveyed subject to the following covenants, conditions, restrictions and reservations of easements, all and each of which are for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property, in furtherance of a general plan for the protection of the Property. All and each of these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes upon the Property. They shall run with the Property, and every portion thereof, shall be binding on all parties having or acquiring any right, title or interest in the Property, and every portion thereof, and their lessee, guests, heirs, successors and assigns, shall inure to the benefit of every portion of the Property and any interest therein, shall inure to the benefit of each Owner, and his heirs, successors and assigns, and may be enforced by the Owners, the Association and Declarant in accordance with the terms hereof. Acceptance of any portion of the Property shall be deemed acceptance of the terms and provisions of this Declaration.

ARTICLE 1. DEFINITIONS

The following words, when used in this Declaration and in any amendment hereto shall have the following meanings unless otherwise expressly provided herein or therein:

1.1 "Articles" shall mean the Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Washington, as such Articles may be amended from time to time.

1.2 "Assessment(s)" shall mean all assessments imposed pursuant this Declaration, including without limitation General Assessments, Capital Improvement Assessments, Special Assessments, Reconstruction Assessments, and Front Yard Maintenance Assessments.

1.3 "Assessment Period" shall mean a calendar year for General Assessments and Front Yard Maintenance Assessments, and such other period as determined by the Board for other Assessments.

1.4 "Association" shall mean THE POINTE at Lacey Home Owners Association, a Washington non-profit corporation, its successors and assigns.

1.5 "Association Lien" shall mean a lien in favor of the Association imposed pursuant to this Declaration.

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

1.7 "Budget" shall mean the operating budget for the Association adopted pursuant to Section 4.3 below.

1.8 "Bylaws" shall mean the Bylaws of the Association, as adopted by the Board initially, as such Bylaws may be amended from time to time.

1.9 "Capital Improvement Assessment(s)" shall mean an Assessment imposed pursuant to Section 4.4 below.

1.10 "Capital Improvement Work" shall have the meaning ascribed to it in Section 4.4 below.

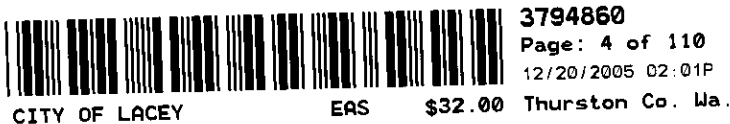
1.11 "Class" shall mean a class of Membership in the Association as described in Section 3.9 below.

1.12 "Close of Escrow" shall mean the date on which a deed conveying a Lot is Recorded.

1.13 "Committee" shall mean the Architectural Control Committee formed pursuant to ARTICLE 9 of this Declaration.

1.14 "Common Areas" shall mean all real property and Improvements: (a) owned or leased by the Association; (b) in which the Association has an easement for access or maintenance (excepting easements for maintaining Lots) for the use, enjoyment, and benefit of the Members; (c) in which the Members have a right of control by any written instrument,

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including this Declaration, or by delineation and declaration of the same on the Plat; or (d) in which the Members of the Association have an undivided interest and shall exclude streets or other areas dedicated or conveyed to a governmental entity for public use. The Common Areas may be improved by certain common facilities and, if and when improved, shall include such common facilities. The Common Areas may include (where applicable, if and when improved) common greens and open space areas, including Improvements thereon, Street lights, Street trees and other landscaping, Signs, recreational, picnic and athletic facilities, pedestrian and hiking paths and trails, bicycle paths, private alleys and Streets, Semi-Private Roads, irrigation systems located in public rights of way, drainage and storm water detention areas and sewer, water, storm drainage, and other utility systems located on or in the Common Areas. The Common Areas shall include specifically (but without limitation): Tracts "A" and "C", designated as recreation and open space, Tracts "B", "D", and "I" designated as utility, native growth buffer and site obscuring landscaping buffers, Tract "E" designated as an emergency access, Tract "F", "J" and "H" designated as Private Streets, Tract G designated storm pond easement as shown on the Plat. The Declarant may add or subtract from the Common Areas during the Development Period by Amendment to this Declaration. If the Common Areas shown on the Map are different from those described herein, the Common Areas described on the Map shall be deemed to be the Common Areas unless this Declaration has been amended or modified and states that such amendment or modification changes the Common Areas shown on the Map.

1.15 "Common Expenses" shall mean all costs and expenses incurred by the Association, including, but not limited to, the following: (a) expenses of administration, maintenance, and operation, including, but not limited to, reasonable compensation to employees of the Association, (b) costs of repair or replacement of the Common Areas or any Improvements thereon, (c) premiums or deductibles for all insurance policies and bonds required or permitted by this Declaration, (d) all real property and other taxes and assessments on the Common Areas, (e) utility and service charges, (f) funding of reserves for anticipated operational shortfalls or for replacement of capital items, (g) funding of reserves for the replacement of the Common Areas and any improvements and community facilities therein, and start-up expenses and operating contingencies of a nonrecurring nature, (h) expenses payable under ARTICLE 4 below, (i) legal fees and costs, (j) the costs of recovering unpaid Assessments, including legal fees and other costs of foreclosure of an Association Lien, (k) fees for architectural services provided to the Committee, (l) expenses of administration, maintenance, operation, repair or replacement of landscaping performed by the Association or the Association's agent on the Owners' Lots, (m) costs payable under Section 3.5(b) below, (n) the cost of maintaining or repairing any storm water drainage system, and (o) any other costs and expenses determined from time to time as reasonably necessary by the Board, or as otherwise incurred by the Association pursuant to this Declaration.

1.16 "Declarant" shall mean SSHI LLC dba DR Horton, a Delaware limited liability company, its successors or assigns and any Person to which it has assigned, in whole or in part, any of its rights hereunder by an express written assignment.

1.17 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for THE POINTE, as it may be amended from time to time as provided herein.

1.18 "Development Period" shall mean the period of time from the date of Recording this Declaration until the Turnover Date.

1.19 "Fence Requirements" shall mean the requirements for fences identified in Section 10.1(c) below, and attached as **Exhibit D**.

1.20 "Front Yard" shall mean any yard that lies adjacent to a Street.

1.21 "General Assessment(s)" shall mean Assessments imposed by the Association pursuant to Section 4.3(a) below.

1.22 "Improvement" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including but not limited to, buildings (including Residences), garages, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, swimming pools, sports courts, fences, walls, decks, stairs, poles, landscaping vegetation, irrigation systems, Streets, Signs, exterior fixtures, playfields and appurtenant facilities, recreational facilities, play structures, picnic structures and any other structure of any kind.

1.23 "Institutional Lender" shall mean one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including, but not limited to real estate investments trusts, any other lender regularly engaged in financing the purchase, construction, or Improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured the loan of such a lender, including Federal Mortgage Agencies, or any combination of any of the foregoing entities.

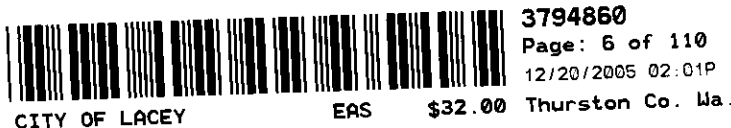
1.24 "Lot" shall mean each separate parcel of the Property as shown on the Plat to be used for construction of a Residence and which is not a Common Area nor dedicated to the public. If any additional property is added to the Plat, each parcel comprised of a legal buildable lot which will be used for the construction of a Residence shall be considered a "Lot."

1.25 "Majority Vote" shall mean a vote of the holders of more than 50% of the total number of votes allocated to the Lots in accordance with Section 3.9 below, whether by Class or in the aggregate as so indicated.

1.26 "Map" shall mean the map(s) of the Property recorded with the Thurston, Department of Records under Auditor's File No. _____ and any subsequent Maps of divisions of THE POINTE which are recorded.

1.27 "Member" shall mean every person or entity who or which holds a Membership in the Association, as provided in Section 3.7 below. "Membership" shall mean the status of being a Member.

1.28 "Mortgage"— "Mortgagee"— "Mortgagor." A mortgage shall mean any recorded mortgage or deed of trust on a Lot. Reference in this Declaration to a Mortgage shall



be deemed to include the beneficiary of a deed of trust. Reference to a Mortgagor shall be deemed to include the trustor or grantor of a deed of trust.

1.29 "Occupant" shall mean a lessee or licensee of an Owner or any other person or entity, other than an Owner, in lawful possession of a Lot, or a portion of a Lot, with the permission of the Owner.

1.30 "Owner" shall mean the Person(s), including Declarant, holding fee simple title of record to any Lot, including purchasers under executory contracts of sale and shall include "Co-Owners" as defined in Section 3.9(c). "Ownership" shall mean the status of being an Owner. The Declarant shall be an Owner until it sells the last Lot, but the Declarant shall not be liable for assessments and fees and may be expressly excluded from other obligations under this Declaration or the Association Articles and Bylaws.

1.31 "Participating Builder" shall mean a party that purchases unimproved Lots from the Declarant for the purposes of building Residences on such Lots, and offering such Residences for sale.

1.32 "Party Wall" shall have the meaning ascribed to it in Section 17.4 below.

1.33 "Person" shall mean a natural individual, partnership, company, corporation or any other entity with the legal right to hold title to real property.

1.34 "Plans" shall mean plans and specifications as further described in Section 10.1 below.

1.35 "Plat" shall mean the Plat of THE POINTE described in A above.

1.36 "Property" shall mean all of the real property described in Exhibit A to this Declaration and all real property added by amendment of this Declaration and/or the Map.

1.37 "Prorata Share" shall mean, for any particular Owner and for any particular Assessment, an amount equal to the number of Lots owned by an Owner, divided by the total number of Lots subject to that particular Assessment.

1.38 "Reconstruction Assessment(s)" shall mean an Assessment imposed pursuant to Section 12.1 below.

1.39 "Record" or "File" shall mean, with respect to any document, the recordation thereof, and with respect to any map, the filing thereof, in the official Records of Thurston County, State of Washington.

1.40 "Residence" shall mean a single family residential building which is constructed on a Lot, or each dwelling unit within a Townhouse or other structure with a Party Wall between dwelling units located at the common boundary between the Lots.

1.41 "Semi-Private Road" shall mean a street, road, lane or cul-de-sac which services a limited number of lots and the maintenance of which is the responsibility of the Lot Owners adjacent to the Semi-Private Road.

1.42 "Signs" shall mean any structure, device or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

1.43 "Special Assessment(s)" shall mean an Assessment imposed as a Special Assessment pursuant to any provision of this Declaration.

1.44 "Street" shall mean any public or private street, drive-way, lane, alley, place, Semi-Private Road or other thoroughfare either as shown on the Map or any recorded survey or plat of the Property, however designated, or as so used as a part of the Common Areas.

1.45 "Townhouse" shall mean a residential building containing two or more dwelling units which is constructed on multiple Lots such that the Party Wall between the dwelling units is located at the common boundary between such Lots.

1.46 "Turnover Date" shall mean the earlier of (i) ten (10) years from the date hereof, or (ii) the date the last of the Lots has been conveyed by Declarant to another Owner; provided, however, that Declarant may accelerate the Turnover Date by recording a written notice transferring all of Declarant's rights and obligations to the Association and the Members thereof. In any event, on the Turnover Date, all of the rights and obligations of the Declarant shall pass to the Association and the Members thereof.

1.47 "Working Capital Fund" shall have the meaning ascribed to it in Section **Error! Reference source not found.** below.

1.48 "Front Yard Maintenance Assessment(s)" shall mean an Assessment imposed as a Front Yard Maintenance Assessment pursuant to Section 4.6 below.

1.49 "Front Yard Maintenance Budget" shall mean the yard maintenance budget adopted pursuant to Section 4.6(b) below.

ARTICLE 2. PHASED DEVELOPMENT

2.1 **Subsequent Development.** Declarant reserves for itself, its successors or assigns, the right, by adoption of amendments to this Declaration, to subject additional properties to this Declaration or to withdraw undeveloped property from it. If the Declarant elects to subject additional property to this Declaration, Declarant shall grant to the Owners of such additional properties all of the rights and benefits to which Members of the Association are entitled.

2.2 **Consent to Adding or Subtracting Properties.** Declarant may subject additional properties to this Declaration at any time prior to termination of the Development

Period. Declarant may also withdraw any undeveloped properties from this Declaration at any time prior to termination of the Development Period. Each Owner appoints and constitutes the Declarant as his/her attorney-in-fact to adopt and file amendments to this Declaration necessary to add or subtract such properties. The original THE POINTE Owners shall be benefited by any Common Areas on additional property the Declarant elects to add to THE POINTE, either through Association ownership and control of said additional Common Areas or by easements of use and enjoyment in favor of said original Owners on said additional Common Areas. The Owners of such property added by Declarant to THE POINTE shall have an easement for use and enjoyment of the existing THE POINTE Common Areas and shall have all the obligations to pay their prorata cost of maintaining the Common Areas, unless otherwise provided herein. The Declarant may extend existing easements and may create new easements over the Lots still within Declarant's control so as to provide access to and service to the additional properties. Neither the Association nor any Owners shall have any right in any additional property nor shall this Declaration have any effect on such additional property until it is subjected to this Declaration by adoption of an amendment to this Declaration specifically describing such additional property or by addition to the Map of THE POINTE.

2.3 Rights and Obligations. The Owners of properties added to THE POINTE shall be Members of the Association, and shall be entitled to all benefits and subject to all obligations of a Member, including, but not limited to, the right to vote in Association elections and the obligation to pay assessments as set forth herein.

2.4 No Requirement to Include Additional Properties. Nothing contained in this Declaration shall be construed to require the Declarant to subject additional properties to this Declaration.

2.5 Control. The Declarant shall have and hereby reserves for itself, its successors, and assigns, an easement for the right, during the Development Period and any period thereafter in which Declarant is a Lot Owner, to utilize the Common Areas for its business uses and purposes, including, but not limited to, uses and purposes related to the construction, promotion, sale and development of THE POINTE. If additional properties are subjected to this Declaration pursuant to this ARTICLE 2, Declarant shall have an easement as described in this Section 2.5 on the Common Areas located therein. Upon termination of the Development Period, said Declarant's easement shall automatically terminate except as to Lots to which the Declarant retains title. Control and the management and administration of the Common Areas shall vest in the Association at the end of the Development Period subject to the Declarant's aforementioned rights of use.

2.6 Dedication to Governmental Entities. Until the termination of the Development Period, Declarant reserves the right to withdraw any undeveloped part of the Property from this Declaration and to dedicate, transfer or convey it to any state, county, municipal or other governmental entity any such part of the Property or reserve it for Declarant's use and/or sale. The rights reserved to Declarant in this Section 2.6 shall be exercised by Declarant at Declarant's sole discretion.

ARTICLE 3. THE ASSOCIATION

3.1 **Formation.** The Association has been, or will be, incorporated under the name of THE POINTE AT LACEY Home Owners Association, as a non-profit corporation under Revised Code of Washington, Chapter 24.03. Declarant may change the name of the Association if Declarant elects to change the name of the Plat or use a different name for marketing purposes.

3.2 **Development Period.** Until the termination of the Development Period, the Declarant hereby reserves for itself, its successors or assigns, all of the rights, powers and functions of the Association, or the Board thereof, which shall be exercised and/or performed solely by the Declarant without further authority from or action by the Members. Prior to the termination of the Development Period, the Declarant, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws. During the Development Period, Declarant shall have sole authority to amend the Bylaws. The Declarant's control of the Association during the Development Period is established in order to ensure that the Property, Community, and the Association will be adequately administered in the initial phases of development and to ensure an orderly transition of Associations operations. Upon termination of the Development Period, administrative power and authority for management of the Common Areas shall pass to the Board of Directors and Members as provided herein and in the Bylaws of the Association.

3.3 **Board of Directors.** The Association shall be managed by a Board of Directors, elected or appointed in accordance with this Declaration, the Articles, and the Bylaws of the Association. Notwithstanding the foregoing, the Declarant shall have the right to appoint all members of the Board in its sole discretion until the Turnover Date. The initial Board of Directors shall be:

Rick Lawton

DR Horton
12931 NE 126th Place, Building B1
Kirkland, Washington 98034

Liza Lange

DR Horton
12931 NE 126th Place, Building B1
Kirkland, Washington 98034

Dan Lungren

DR Horton
12931 NE 126th Place, Building B1
Kirkland, Washington 98034

3.4 **Delegation to Manager.** The Board may delegate any of its managerial duties, powers, or functions to any Person or entity. The Board members shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument authorized and entered into by the requisite vote of the Board.

3.5 Duties and Powers of Association. The duties and powers of the Association are those set forth in its Articles and Bylaws, together with its general and implied powers as a not for profit corporation, generally to do any and all things that a corporation organized under the laws of the State of Washington may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles, its Bylaws, and in this Declaration.

(a) Purposes. Specifically, but not by way of limitation, the Association shall effectuate the purposes of this Declaration, including but not limited to: (i) adopting and enforcing rules and regulations (through action of the Board pursuant to Section 3.5(c) below); (ii) adopting an operating and capital budget; (iii) controlling and administering the Association's funds, including the levy, collection, and disbursement of Assessments; and (iv) administering and enforcing this Declaration. Subject to any dedications or other provisions of this Declaration, the Association shall have the authority and obligation to establish, manage, repair, and administer the Common Areas. Subject to the approval of any applicable governmental agency and to the approval of the Committee, the Association may at any time, and from time to time, construct, reconstruct, improve, replace and/or restore any Improvement or portion thereof upon the Common Areas, and the Association may construct, reconstruct, improve and/or replace destroyed trees or other vegetation and plant trees, shrubs, ground cover and other landscaping upon the Common Areas. The Association may employ personnel necessary for the effective operation and maintenance of the Common Areas, including the employment of legal and accounting services.

(b) Operating Costs. The Association shall be responsible for the payment of power bills, maintenance, repair, and any other associated operating costs for the Common Areas and the Improvements thereon unless that responsibility is otherwise assigned by this Declaration, the Map or regulations of a governmental agency with jurisdiction over the Plat.

(c) Rules and Regulations. The Board is authorized and empowered on behalf of the Association to adopt rules and regulations governing the use of the Property and the personal conduct of the Members, Owners, and their guests, and to establish penalties for the infraction thereof.

3.6 Priorities and Inconsistencies. In the event of conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws, the terms and provisions of this Declaration shall prevail.

3.7 Membership. An Owner of a Lot shall automatically be a Member of the Association and shall remain a Member until such time as Ownership ceases for any reason, at which time such Membership shall automatically cease. Membership shall be appurtenant to and may not be separated from the Ownership of each Lot. The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws. Except as may otherwise be provided herein, the rights, duties, privileges and obligations of all Members shall be as set forth in this Declaration, the Articles, and the Bylaws.

3.8 **Transfer.** Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot and then only to the purchaser or Mortgagee of such interest in such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

3.9 **Voting Rights.**

(a) Voting Rights. The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of a Lot to a new Owner or Co-Owners shall operate to automatically transfer the appurtenant vote without the requirement of any expressed reference thereto. Notwithstanding the foregoing, the voting rights of any Member may be suspended as provided in this Declaration, the Articles, or the Bylaws. Member votes may be tabulated by mail, facsimile, email, or other electronic transmission.

(b) Classes of Membership. The Association shall have two (2) Classes of Membership, Class A and Class B, as follows:

i. Class A. Class A Membership shall consist of all Owners, other than Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned.

ii. Class B. Membership shall consist of the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. Class B Membership shall terminate and be converted to Class A Membership on the Turnover Date. Notwithstanding anything herein to the contrary, the Declarant shall be deemed to have a Majority Vote at all times until the Turnover Date.

(c) Co-Owners. If an ownership interest in a Lot is held by multiple Persons ("Co-Owners"), the Association shall have no responsibility to accept any vote for such Lot if such vote is disputed among the Co-Owners.

(d) Proxies. Members may vote at any meeting of the Association in person or by proxy. A proxy must be in writing, signed by the designated voting Member for the Lot and filed with the Board in advance of the meeting at which such vote is taken. No Owner may revoke any proxy given by a Member to or in favor of a holder of indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon the Member's Lot, without the prior written consent of the holder of such indebtedness.

3.10 **Rules and Regulations.** The Board shall have the power to adopt from time to time and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not unreasonably differentiate among Owners. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations, and/or amendments thereto, shall become effective thirty (30) days after promulgation and shall be mailed to all Owners within thirty (30) days after promulgation. A

copy of the rules and regulations in force at any time shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

ARTICLE 4. ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any Assessment duly levied by the Association as provided in this Declaration. Such Assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late charges, and attorneys' fees (including all such costs and fees incurred in connection with collection of the Assessment), shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless the lien for such delinquent Assessments had been Recorded prior to title transfer or unless expressly assumed by the successor in title. When Ownership of a Lot changes, Assessments payable in installments shall be prorated between the transferor and the transferee based on a 365-day year.

4.2 **Liability for Assessments.** The Owner of each Lot shall be personally liable for all Assessments imposed on such Lot pursuant to this Declaration, on a joint and several basis. Declarant shall not be obligated to pay any Assessment levied against any Lots owned by it unless a Residence has been constructed on the Lot and such Residence is occupied. No Owner may exempt himself or herself from liability for his Assessments by abandoning any Lot owned by him or her.

4.3 **General Assessments.**

(a) **Association Budget.** The Board shall prepare, or cause the preparation of, an operating budget (the "Budget") for the Association for each calendar year. The Budget shall set forth sums required by the Association, as estimated by the Board, to meet its annual Common Expenses. General Assessments on each Lot shall commence as follows: (i) for Lots on which Declarant has built a Residence, General Assessments on such Lots shall commence upon the earlier of the Close of Escrow for the initial transfer of such Lot with a completed Residence, or upon the occupancy of such Residence; (ii) for Lots sold by Declarant to a Participating Builder, General Assessments shall commence on the earlier of the date of the Close of Escrow for the Participating Builder's sale of the Lot with a completed Residence, or upon the occupancy of such Residence, but in no event later than one hundred twenty (120) days after the date that the Participating Builder has completed construction of such Residence and/or obtained a certificate of occupancy for the Residence; and (iii) for Lots sold by Declarant to anyone who is not a Participating Builder, General Assessments shall commence on the Close of Escrow. After the Turnover Date, the Members of the Association who are obligated to pay General Assessments based on a particular Budget may reject said Budget at a special meeting of the Association by a Majority Vote. If a Budget is rejected, the prior year's Budget shall remain

in effect as provided in Section 4.3(d) below. After the Turnover Date, the Board shall not increase the amount of the General Assessments in any year by more than fifteen percent (15%) without a Majority Vote. Until General Assessments have commenced on all Lots, Declarant shall have the option for each calendar year of either paying an amount equal to the General Assessments which would have been due with respect to the unoccupied Lots owned by it had General Assessments commenced thereon or paying to the Association an amount equal to the excess, if any, of actual expenses of the Association over General Assessments levied.

(b) Levy of General Assessment. In order to meet the costs and expenses projected in its Budget, the Board shall determine and levy on every Owner a General Assessment. The Association's Budget shall be divided by the number of Lots to determine the amount of the General Assessment applicable to each Lot. Except as provided in Section 4.3 with respect to unoccupied Lots owned by the Declarant, each Owner's Prorata Share of General Assessments shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the General Assessment for each Lot. General Assessments shall be payable in a lump sum annually on the date determined by the Board.

(c) Initial and Subsequent Transfer Assessment. At the time of the initial closing of the sale of each Lot, the escrow agent shall collect at the Close of Escrow from each Owner (except Declarant, its successors or assigns) a start up contribution in the amount of Three Hundred Fifty Dollars (\$350.00). Said start up contribution shall be paid to Declarant for the establishment and development of Common Areas and, at the Declarant's direction, can be used to cover maintenance and operating expenditures during the Development Period. Said contribution shall be used at the Declarant's sole discretion, and shall not be subject to review by the Association or any Member thereof.

At the time of the purchase of the Lot, each Owner (except Developer, its successors and assigns and Participating Builders) shall pay, at the Close of Escrow, an Initial General Assessment (which is an additional charge to the start up contribution). The Initial General Assessment is the amount that the Board has assessed against the Lot for the year in which the Lot is purchased, which amount shall be prorated on a 365-day per year basis, for any partial year. The Declarant, its successor or assigns shall not be liable for any fees or assessments assessed or due prior to the termination of the Development Period.

Upon each sale of a Lot (after the initial sale of the Lot by Declarant to the initial Owner), the purchaser of the Lot shall pay to the Association, at the Close of Escrow, a transfer fee of One Hundred Dollars (\$100.00). The transfer fee is in addition to the Initial General Assessment.

(d) Amount of General Assessment. The Board shall make reasonable efforts to determine the amount of the General Assessment payable by each Owner for an Assessment Period at least sixty (60) days in advance of beginning of such Assessment Period. Notice of the General Assessment shall thereupon be sent to each Owner; provided, however, that failure to notify an Owner of the amount of a General Assessment shall not render such General Assessment void or invalid and each Owner shall be obligated for such General Assessment even if no notice is given, and/or notice is given late. Any failure by the Board,

before the expiration of any Assessment Period, to fix the amount of the General Assessment hereunder for the next Assessment Period, shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of any Owner from the obligation to pay the General Assessment, or any installment thereof, for that or any subsequent Assessment Period.

(e) Assessment Period. The Board shall have the authority to choose either a calendar year or calendar quarter as the Assessment Period for General Assessments. The General Assessment for the preceding Assessment Period shall continue until a new General Assessment is approved. Upon any revision by the Board of the Budget during the Assessment Period for which each Budget was prepared, the Board shall, if necessary, revise the General Assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a General Assessment for the Assessment Period. The Assessment Period for any other Assessment shall be as determined by the Board.

4.4 Capital Improvement Assessments.

(a) Capital Improvement Work. In addition to the General Assessments authorized by this Article, the Board may levy Capital Improvement Assessments at any time for the purpose of paying the cost of any installation, construction, reconstruction, repair or replacement of any capital improvements ("Capital Improvement Work") in or on a Common Area, or for such other purposes as the Board may consider appropriate. Capital Improvement Assessments shall require a Majority Vote (if there are two Classes, Capital Improvement Assessments shall require the prior Majority Vote of both Classes). The total cost of the Capital Improvement Work shall be divided by the number of Lots to determine the amount of the Capital Improvement Assessment applicable to each Lot. Each Owner's Prorata Share of the Capital Improvement Assessment shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the Capital Improvement Assessment for each Lot. Capital Improvement Assessments shall be payable in one lump sum, or in installments, as determined by the Board (and as approved by a Majority Vote of each Class). The Association may charge interest on any Capital Improvement Assessment payable in installments, as determined by the Board (and as approved by a Majority Vote of each Class), and such interest shall become part of the installments due. Capital Improvement Assessments may be levied either before or after the Capital Improvement Work is done, in the discretion of the Board.

(b) Special Facilities. If the Association determines that costs incurred for Capital Improvement Work are in connection with facilities shared in common by one or more, but fewer than all, of the Lots, then the Capital Improvement Assessment for such Capital Improvement Work shall be assessed only against the Owners of the Lots served by such facilities. In such event, the total cost of the Capital Improvement Work shall be divided by the number of Lots served by such facilities to determine the amount of the Capital Improvement Assessment applicable to each Lot. Each Owner's Prorata Share of such Capital Improvement Assessment shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the Capital Improvement Assessment for each Lot, and shall otherwise be on terms as permitted by this Section 4.4.

4.5 **Special Assessments.** The Association may levy Special Assessments against one or more Lots as provided in this Declaration. Special Assessments shall be as determined by the Board in accordance with this Declaration. Special Assessments shall be payable in one lump sum, or in installments, as determined by the Board. The Association may charge interest on any Special Assessment, as determined by the Board, and such interest shall become part of the installments due.

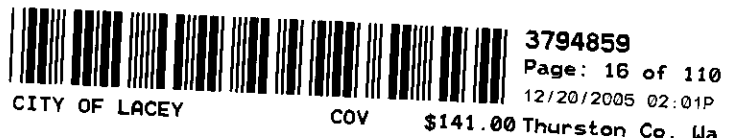
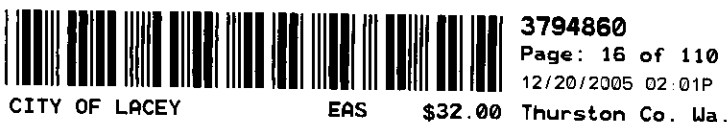
4.6 **Front Yard Maintenance Assessments.**

(a) **Front Yard Maintenance Assessment.** The Association may levy Front Yard Maintenance Assessments against Lots for which the Association assumes or is allocated the responsibility for maintaining the Front Yards. The Front Yard Maintenance Assessment shall be assessed for purposes of paying the costs incurred by the Association in the performance of Front Yard maintenance of Lots pursuant to Section 7.3 below and other yards which the Association must maintain.

(b) **Front Yard Maintenance Budget.** If the Association elects or is required hereunder to perform Front Yard maintenance on Lots pursuant to Section 7.3 below or other Lots, the Board shall prepare, or cause the preparation of, a Front Yard maintenance budget (the "Front Yard Maintenance Budget") for the Association for each calendar year. The Budget shall set forth sums required by the Association, as estimated by the Board, to perform Front Yard maintenance on Lots pursuant to Section 7.3 below or other Lots. (Even if all Lots do not have a completed Residence thereon, the Front Yard Maintenance Budget shall be determined as if each Lot or other Lots have a completed Residence thereon.)

(c) **Levy of Front Yard Maintenance Assessment.** Front Yard Maintenance Assessments on each Lot shall commence upon the Close of Escrow for each such Lot with a completed Residence thereon, or upon the occupancy thereof, whichever is earlier. To determine the amount of the Front Yard Maintenance Assessment applicable to each Lot, the Association's Front Yard Maintenance Budget shall be divided by the number of Lots to be maintained. Each Owner's Pro-rata Share of Front Yard Maintenance Assessments shall be calculated by multiplying the number of Lots owned by the Owner by the amount of the Front Yard Maintenance Assessment for each Lot to be maintained. Front Yard Maintenance Assessments shall be included in the General Assessment. (Owners who purchase Lots from Declarant or a Participating Builder during a year shall pay their share of the Front Yard Maintenance Assessment for such year, prorated as of the Close of Escrow based upon the number of days of the applicable year. Participating Builders shall pay Front Yard Maintenance Assessments on Lots owned by them commencing on the earlier of the date that the Participating Builder has completed construction of a Residence, or obtained a certificate of occupancy for a Residence.)

(d) **Amount of Front Yard Maintenance Assessment.** The Board shall make reasonable efforts to determine the amount of the Front Yard Maintenance Assessment payable by each Owner for an Assessment Period at least sixty (60) days in advance of beginning of such Assessment Period. Notice of the Front Yard Maintenance Assessment shall thereupon be sent to each Owner of a Lot requiring yard maintenance; provided, however, that failure to



notify a Lot Owner or Owner of other Lots requiring yard maintenance, of the amount of a Front Yard Maintenance Assessment shall not render such Front Yard Maintenance Assessment void or invalid and each Lot Owner requiring yard maintenance shall be obligated for such Front Yard Maintenance Assessment even if no notice is given, and/or notice is given late. Any failure by the Board, before the expiration of any Assessment Period, to fix the amount of the Front Yard Maintenance Assessment hereunder for the next Assessment Period, shall not be deemed a waiver or modification in any respect of the provisions hereof or a release of any Owner of a Lot requiring yard maintenance from the obligation to pay the Front Yard Maintenance Assessment, or any installment thereof, for that or any subsequent Assessment Period.

(e) **Assessment Period.** The Board shall have the authority to choose either a calendar year or calendar quarter as the Assessment Period for Front Yard Maintenance. The Front Yard Maintenance Assessment for the preceding Assessment Period shall continue until a new Front Yard Maintenance Assessment is approved. Upon any revision by the Association of the Front Yard Maintenance Budget during the Assessment Period for which each Front Yard Maintenance Budget was prepared, the Board shall, if necessary, revise the Front Yard Maintenance Assessment levied against the Lot Owners and give notice of the same in the same manner as the initial levy of a Front Yard Maintenance Assessment for the Assessment Period.

4.7 **Accounts.** Any Assessments collected by the Association shall be deposited in one or more Federally insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof. No withdrawal shall be made from said accounts except to pay for charges and expenses authorized by this Declaration.

4.8 **Waiver of Homestead or exemption Rights Under Law.** Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any Assessment or installment thereof becomes due and payable pursuant to the terms hereof.

4.9 **Records and Financial Statements.** The Board shall prepare or cause to be prepared for any fiscal year in which the Association levies or collects any Assessments, a balance sheet and an operating (income/expense) statement for the Association which shall include a schedule of delinquent Assessments identified by the number of the Lot and the name of the Lot Owner; provided, however, such documents need not be prepared by a certified public accountant unless requested by the Board or the Owners by a Majority Vote. The Board shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing the maintenance, operating, and any other expense incurred. Such records, copies of this Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available after the Turnover Date for examination by any Owner at convenient weekday hours upon reasonable advance notice.

4.10 **Certificate of Assessment.** A certificate executed and acknowledged by the treasurer or the president of the Association (or an authorized agent thereof, if neither the president nor treasurer is available) stating the indebtedness for Assessments and charges, or lack

thereof, upon any Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Owner or any Mortgagee of a Lot within a reasonable time after request, in Recordable form, at a reasonable fee. Unless otherwise prohibited by law, any Mortgagee holding a lien on a Lot may pay any unpaid Assessments or charges with respect to such Lot, and, upon such payment, shall have a lien on such Lot for the amounts paid of the same priority as the lien of its Mortgage.

ARTICLE 5. NONPAYMENT OF ASSESSMENTS

5.1 **Delinquency.** Any installment of any Assessment provided for in this Declaration shall be delinquent, if it is not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within ten (10) days after its due date, the Board may, at its election, require the delinquent Owner to pay a late charge in a sum to be determined by the Board, together with interest on such delinquent sums at a rate to be determined by the Board, but not to exceed the maximum rate permitted by law, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board shall mail a notice to the Owner and to any Mortgagee of such Owner. The notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which date such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year and the recording of a lien ("Association Lien") against the Owner's Lot for the full amount of the Assessment and related charges. The notice shall further inform the Owner of the right, if any, to cure after acceleration. If the delinquent installments of the Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all Assessments for the then current fiscal year, attributable to that Owner and his Lot or interest therein, to be immediately due and payable without further demand and may record a lien against the Owner's Lot and enforce the collection of the Assessments and all charges thereon in any manner authorized by law or by this Declaration.

5.2 **Lien and Notice of Lien.** Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or to foreclose an Association Lien provided for in Section 5.1 against an Owner and such Owner's Lot for the collection of delinquent Assessments. No action shall be brought to foreclose said delinquent Association Lien or to proceed under the power of sale herein provided sooner than thirty (30) days after the date a notice of claim of lien is recorded by the Association in the Office of the Thurston County Auditor and a copy thereof is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot at said Owner's last known address. The notice of claim of lien must contain a sufficient legal description of said Lot, the record Owner or reputed Owner thereof, and the amount claimed, including, at the Association's option, the cost of preparing and recording the notice of claim of lien, interest on said unpaid Assessments and costs of collections, including attorney's fees.



5.3 **Foreclosure and Sale.** Any such foreclosure and sale provided for in Section 5.2 shall be conducted in accordance with the laws of the State of Washington applicable to the exercise of powers of foreclosure and sale of mortgages. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

5.4 **Curing the Default.** Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, the Board, or an authorized representative thereof, shall record an appropriate release of such notice upon payment by the defaulting Owner of a fee to be determined by the Board to cover the cost of preparing and recording such release, together with the payment of such other costs, interests and fees as shall have been incurred by the Association by reason of such default. Any purchaser or encumbrancer, who has acted in good faith and extended value, may rely upon such release as conclusive evidence of the full satisfaction of the sums stated in the notice of claim of lien.

5.5 **Cumulative Remedies.** The Association Lien and right of foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association, and/or its assigns, may have hereunder, in equity and at law, including, but not limited to, a suit to recover a money judgment for unpaid Assessments, or the suspension of a Member's right to vote until any Assessments unpaid for a period in excess of thirty (30) days are paid. Any institution of a suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages.

5.6 **Subordination of Association Liens.** All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies or liens which, by law, would be superior thereto, and (2) the lien or charge of any Mortgage of Record made in good faith and for value and recorded prior to the date on which the notice of claim of lien is recorded, subject to the provisions of Section 4.3(a) and ARTICLE 11 of this Declaration. Upon the foreclosure of, or acceptance of a deed in lieu of foreclosure of, such a prior Mortgage, the foreclosure purchaser or deed-in-lieu grantee shall take title free of the lien for unpaid Assessments for all said charges that accrue prior to the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

5.7 **Exempt Property.** The following property is exempt from the assessments created herein and shall not be subject to liens for unpaid assessments: (a) all properties dedicated to and accepted by local public authority; (b) all Common Areas; (c) all properties the fee title to which is retained by Declarant; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington. However, the land or improvements on which a Residence is constructed shall not be exempt from said assessment.

5.8 **Rights of Board – Waiver of Lot Owners.** Each Owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law, including lien foreclosures, whether judicially or by power of sale or otherwise,

against any Owner for collection of the delinquent assessments in accordance herewith. Each Owner hereby expressly waives any objection to the enforcement in accordance with this Declaration, of the obligation to pay Assessments as set forth herein.

ARTICLE 6. EASEMENTS, DEDICATIONS, AND RIGHTS OF ENTRY

6.1 Easements.

(a) Access. Declarant expressly reserves for the benefit of the Association and for the Owners of the Property reciprocal, non-exclusive easements over all of the Common Areas. Subject to the provisions of this Declaration governing use and enjoyment thereof, such easements may be used by Declarant, its successors, the Owners, and any guests, tenants, and invitees residing upon or temporarily visiting the Property, for walkways, vehicular access, parking, drainage and such other purposes reasonably necessary for use and enjoyment of any Lot in the Property. In addition to the foregoing, each Lot is hereby subjected to an easement for encroachments created by construction, settlement, and overhangs as designed or constructed by the Declarant.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots necessary to maintain and repair the Common Areas and to perform all other tasks in accordance with the provisions of this Declaration. There are specifically reserved for the benefit of the Owners easements for the utility services and the repair, replacement and maintenance of the same over all of the Common Areas. Such easements shall be established and used so as not to unreasonably interfere with the use and enjoyment by the Owners of their Lots and the Common Areas. All such easements shall be appurtenant to and shall pass with the title to every Lot conveyed.

(c) Utility Easements. Various easements are reserved on the Lots, as provided by the Plat and applicable laws, ordinances and other governmental rules and regulations for utility installation and maintenance, including but not limited to, underground electric power, telephone, cable television, digital information, water, sewer, gas and drainage and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage, interfere with the installation and maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. Each Owner hereby agrees not to place locks on structures enclosing utility meters or interfere with the access of utility representatives to said meters or easements. The easement area of each Lot, and all improvements thereon, shall be maintained continuously by the Owner of each Lot, except for those improvements for which a public authority, utility company or the Association is responsible within the easement areas. The Owner shall maintain the portion of any utility on the Owner's Lot, or within a private easement for the Owner's Lot, that serves only the Owner's Lot to the point of connection to the portion of the system that serves more than one Lot. The Association shall have an easement for the maintenance, repair, replacement, and restoration of

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the portions of the easements that serve more than one Lot up to the point of connection to the public system.

(d) Walkways and Driveways. There shall be no obstruction, including, but not limited to obstruction by basketball hoops or other similar sporting equipment, of any Streets, walkways, or driveways on or located within the Property which would interfere with the free circulation of foot, bicycle or automotive traffic, except such obstruction as may be reasonably required in connection with repairs of such Streets, walkways, and driveways. Use of all Streets, walkways, and driveways within the Property shall be subject to the reasonable rules and regulations adopted by the Association. The Association may, but shall not be obligated to, take such action as may be necessary to abate or enjoin any interference with or obstruction of Streets, walkways, and driveways, and shall have the right of entry for purposes of removing said interference or obstruction including towing of vehicles that are parked on Streets, driveways or walkways for extended periods or in violation of rules and regulations adopted by the Association or set forth in this Declaration. Any costs incurred by the Association in connection with such abatement, injunction, or corrective work shall be deemed to be a Special Assessment of the Owner responsible for the interference or obstruction. Free use of the Streets, walkways, and driveways and free circulation of foot, bicycle and vehicular traffic are essential elements of Declarant's plan for development of the Property.

(e) Landscaping Maintenance Easement. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots to perform maintenance of landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, or replacement of any dead or diseased grass, ground cover, shrubs or trees, and also including any yard maintenance pursuant to Section 7.3. Notwithstanding the foregoing, each Owner shall be primarily responsible for maintaining the landscaping and yard areas on their respective Lot, as provided in this declaration.

(f) Association's Authority to Grant Easements. The Association, through approval by the Board, shall have the right to grant necessary easements and rights-of-way over the Common Areas to any Person. Further, the Property is subject to any and all easements shown on the face of the Plat.

6.2 Right of Entry. The Association, the Committee and Declarant shall have a limited right of entry in and upon the exterior of all improvements located on any Lot for the purpose of inspecting the same, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the Committee, or Declarant to maintain or repair any portion of any Lot or any Improvement thereon which is to be maintained or repaired by the Owner. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the Improvements located upon his Lot. However, each Owner shall permit access to such Owner's Lot or Improvements thereon by any Person authorized by this Association, the Committee, or Declarant as reasonably necessary, much as in case of any emergency originating on or threatening such Lot or Improvements, whether or not such Owner is present.

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6.3 **Dedications to Association.** The Declarant does hereby dedicate and convey the Common Areas to the Association. The repair and maintenance of the Common Areas shall be subject to the provisions of ARTICLE 7 of this Declaration.

ARTICLE 7. REPAIR AND MAINTENANCE

7.1 **Repair and Maintenance Duties of the Association.** Following their initial installation, the Association shall maintain, repair, replace, resurface and make necessary improvements to the Common Areas, or shall contract for such maintenance, repair, replacement, resurfacing, and improvements, to keep the Common Areas, including without limitation all improvements thereon, in a good, sanitary, and attractive condition. Such maintenance, repairs, replacement, resurfacing, and improvements shall include, without limitation, maintenance and replacement of lighting, shrubs, trees, vegetation, irrigation systems (if any), Signs, play structures, picnic facilities, playfields and appurtenances and other landscaping improvements located on the Common Areas, repair of and payment for all centrally metered utilities, mechanical and electrical equipment in the Common Areas, to include care and upkeep of any median and planter stripe within the public street rights-of way, repair and maintenance of storm water facilities and equipment (to the extent such maintenance is not performed by the municipality or any utility service provider), and repair and maintenance of all parking areas, walks, and other means of ingress and egress within the Common Areas. All such maintenance, repairs and improvements to the Common Areas shall be paid for as a Common Expense. The Association shall pay all real and personal property taxes and Assessments which shall constitute a lien upon any portion of the Common Areas. The Board shall use reasonable efforts to require compliance with all provisions of this Declaration.

7.2 **Special Powers of Association.** Without in any way limiting the generality of the foregoing, if the Board determines that an Improvement or Street, the maintenance of which is the responsibility of an Owner, is in need of repair, restoration or painting, or if the Board determines that there is a violation of any provision of this Declaration, then the Board shall give written notice to such Owner of such condition or violation. Unless the Board has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after the Board has given said written notice, and unless such corrective work so approved is completed thereafter within the time allotted by the Board, the Board may cause, but is not obligated to cause, the Association to undertake to remedy such condition or violation, and the cost thereof shall be charged to the Owner and his Lot. Such cost shall be deemed to be a Special Assessment of such Owner and his Lot, and subject to levy, enforcement and collection by the Board in accordance with ARTICLE 4 and ARTICLE 5 above.

7.3 **Front Yard Maintenance.** The Association shall perform front yard maintenance on all the Lots. Front Yard maintenance that the Association may perform includes but is not limited to any one or more of the activities described in Section 11.8 below. Notwithstanding the Association's rights and obligations pursuant to this Section 7.3, to maintain the Front Yards of all the Lots and regardless of any yard maintenance performed by the Association on a Lot, the Owner of each Lot remains obligated to perform yard maintenance as required by Section 11.8 below.

7.4 Integrated Pest Management Plan and Storm Maintenance Plan.

Notwithstanding anything to the contrary contained in this Declaration, the Owners and the Association shall conduct their respective repair and maintenance obligations in accordance with the Integrated Pest Management Plan, a copy of which is attached as **Exhibit B** (the "The Pointe – Resource Protection Plan") and the Storm Maintenance Plan, a copy of which is attached as **Exhibit C** (the "Storm Maintenance Plan"). To the extent that anything in this Declaration is inconsistent with the Integrated Pest Management Plan or Storm Maintenance Plan, the terms and conditions of the Integrated Pest Management Plan and Storm Maintenance Plan shall prevail.

7.5 Private Road Maintenance.

To the extent that any roads, alleys, walkways, lanes or other areas ("Semi-Private Roads") are designated herein, on the Map or on other recorded documents to be owned and maintained by the Association, the Association shall be responsible for maintaining, resurfacing and repairing said Semi-Private Roads so that at all times they are in good condition, clear of snow, debris and obstacles and available for their intended use.

ARTICLE 8. COMMON AREA PROTECTION

8.1 Association Control.

The Association shall own fee title to the Common Areas. The Association's appurtenant rights and duties with respect to the Common Areas shall include, without limitation, the following:

(a) Limits. The right of the Association to reasonably limit the number of guests, patrons and invitees of Owners using the Common Areas.

(b) Rules. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.

(c) Borrowings. The right of the Association in accordance with the Articles, Bylaws and this Declaration, with a Majority Vote of the Owners, to borrow money for the purpose of maintaining and preserving the Common Areas, and in aid thereof to Mortgage any or all of its real or personal property as security for money borrowed or debts incurred, provided that the right of any such Mortgagee of the Association shall be subordinated to the rights of the Owners.

(d) Voting Rights. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any Assessment against the Owner and his Lot remains unpaid and delinquent for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or rights to use the Common Areas shall be made only by the Board, after notice and an opportunity for a hearing, if any, as provided in the Bylaws.

(e) Reserved Rights. The right of the Declarant (and its sales agents, customers and representatives) to the nonexclusive use of the Common Areas without charge, for



sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby expressly reserves.

(f) **Reconstruction.** The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Areas, in accordance with the original design, finish or standard construction of such Improvement, or of the general Improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction only with a Majority Vote of each Class of Members.

(g) **Replacement.** The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover, upon any portion of the Common Areas.

8.2 **Easements for City and County Use.** In addition to the foregoing there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Property, easements for public and private services and utilities, including without limitation, the right of the City of Lacey, Thurston County, or other recognized governmental entity or utility purveyors to install, maintain and repair public Streets, Street lights, curbs, gutters and sidewalks, sanity sewer, storm water facilities and water systems, and the right of the police and other emergency and public safety personnel to enter upon any part of the Common Areas for the purpose of enforcing the law.

8.3 **Waiver of Use.** No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Lot or any other property in the Property.

8.4 **Trash and Other Debris.** No trash, debris, waste, grass clippings, or hazardous waste shall be dumped, deposited, or placed in any Common Areas by any Owner or Occupant.

8.5 **Fires.** There shall be no fires permitted within the Common Areas except in designated barbeque pits or fire circles.

8.6 **Taxes.** Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain a separate real estate tax assessment of each Lot. If any such taxes or assessments may, in the opinion of the Association, nevertheless be a lien on the Common Areas, or any part thereof, they shall be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Common Areas and attributable to such Owner's Lot and interest in the Common Areas.

8.7 **Permissive Use.** The Common Areas shall be used only by Owners and their guests. Any Owner may permit an Occupant to use the Common Areas in the same manner as an Owner. All Owners shall be responsible for informing any Occupants of the contents of

this Declaration and the rules regarding the Common Areas, and shall be responsible for requiring its Occupants to comply with this ARTICLE 8. No Owner, guest, Occupant, invitee, or licensee shall conduct or allow others to conduct any offensive or obnoxious activities within the Common Areas.

ARTICLE 9. ARCHITECTURAL CONTROL COMMITTEE

9.1 **Committee.** An Architectural Control Committee ("Committee") consisting of three (3) Committee members is hereby created with the rights and powers set forth in this Declaration; provided, however, that at Declarant's sole discretion until the Turnover Date, the Committee may consist of fewer than three (3) members. All members of the Committee shall be appointed by the Declarant until the Turnover Date. Committee members shall not be entitled to compensation for their services hereunder unless authorized by vote of two-thirds (2/3) of the Board. Declarant shall have the right and power at all times to appoint or remove the Committee members or to fill any vacancy on such Committee until the Turnover Date; provided, however, that Declarant may earlier transfer Declarant's rights of appointment to the Board. Any transfer of Declarant's rights of appointment shall not be effective until a written notice of such transfer is Recorded. After the Turnover Date, the Board shall have the power to appoint and remove the Committee members. The Committee may continue, even after the Turnover Date, if the Declarant elects to terminate the Development Period before it has sold all of its Lots but does not elect to terminate the Committee.

9.2 **Residential Development.** Notwithstanding any provision of this Declaration, the approval of the Committee shall not be required for action taken by the Declarant to develop the Property as a residential subdivision, including the initial construction of the Residences and other Improvements.

9.3 **Guidelines.** The Committee shall have the authority (but shall not be required) to adopt and amend written guidelines to be applied in its review of Plans (defined below) in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request. Approval by the Committee of any Plans shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

9.4 **Liability.** Neither the Committee nor any of its members (past, present or future) shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the Committee for approval or for failure to approve any matter submitted to the Committee. The Committee or its members may consult with the Association or any Owner with respect to any Plans or any other proposal submitted to the Committee.

9.5 **Appeals.** After the Development Period, the Board shall serve as an appellate panel to review Committee decisions upon the request of any aggrieved Member. The Board shall develop a procedure by which decisions of the Committee may be appealed. The Board may choose to limit the scope of such appeals and provide time limitations therefor.

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ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS

10.1 Approval of Plans Required.

(a) Plan Submission and Approval. No Improvements or Front Yard landscaping that is being maintained by the Association shall be erected, placed, altered, maintained or permitted to remain on any Lot by any Owner until final plans and specifications ("Plans") shall have been submitted to and approved by the Committee. Such Plans shall be submitted by the authorized agent, by the builder of such Improvements, or by the Lot Owner. The following information shall be a part of such Plans submitted to the Committee: (a) the location of the proposed structure upon the Lot, (b) the elevation of the structure with reference to the existing and finished Lot grades, (c) the general design, (d) the interior layout, (e) the exterior finish materials and color, including roof materials, (f) the landscape and exterior lighting plan and (g) any other information required to determine whether the structure conforms with Community standards.

(b) Contents of Plans. The Plans shall be of such form and content as may be required by the Committee, but shall in any event include the following: description and sketches of the architectural design concept, including intended character and materials. The design concept, including the size, shape, and character of Improvements, shall be consistent with the Community. In addition, materials in all residential buildings shall be of equal or better quality than those of the other residential buildings in the Community.

(c) Requirements. Where applicable, the Plans shall contain no less detail than required by the appropriate governmental authority for the issuance of a building permit. Each Lot must have a private enclosed car shelter for not less than 1 (one) car per private enclosed car shelter. No Residences shall be altered to provide residence for more than 1 (one) family per Lot. All roofs must be finished with a minimum thirty (30) year composition material, the color of which shall be approved by the Committee. The exterior finishes on the front of any structures, as well as any paints or stains applied thereto, shall be approved by the Committee. All Residences and other Improvements shall be constructed of new materials, with the exception of "décor" items, such as weathered brick, approved in advance by the Committee in its sole discretion. Fencing, if any, shall be in conformance with the Fence Requirements, a copy of which is attached hereto as **Exhibit D**, and fences shall be erected so as to not interfere with or obstruct any easements established in this Declaration, by separate recorded agreement or shown on the Plat, unless such interference or obstruction is expressly approved in writing by all beneficiaries of the applicable easement. Front yards of a Lot shall be landscaped in accordance with Thurston County standards and the standards established by the Committee. No structure shall be located on any Lot nearer to the front Lot line or nearer to any side street than the minimum building setback lines adopted by local governmental authorities. Material changes in approved Plans must be similarly submitted to and approved by the Committee.

10.2 **Basis for Approval.** Approval shall be based upon the conditions of approval for the Plat and the restrictions set forth in this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any Plans so long as they are in compliance with the Plat and the restrictions set forth in this Declaration. The Committee shall have the right

to disapprove any Plans submitted hereunder on any reasonable grounds including, but not limited to, any one or more of the following:

(a) Restrictions. Failure to comply with any of the restrictions set forth in this Declaration.

(b) Information. Failure to include information in such Plans as may have been reasonably requested by the Committee.

(c) Code Compliance. Failure to comply with any state or local building codes or rules and regulations for the installation of electric wires and equipment.

(d) Guidelines. Failure to comply with any design guidelines adopted by the Board.

(e) Incompatibility. Objection on the grounds of incompatibility of any proposed structure or use with existing structures or the surrounding natural environment.

(f) Landscaping. Objection to the grading or landscaping plan for any Lot.

(g) Design. Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any Improvement.

(h) Parking. Objection to the number or size of parking spaces, or to the design of any parking area.

(i) Other. Any other matter which, in the judgment of the Committee, would render the proposed Improvements or use inharmonious with the general plan for improvement of the Property or with Improvements located upon other Lots or other Property in the Community.

10.3 Result of Inaction. If the Committee fails to take action (approve, disapprove, comment, request changes, and/or conditionally approve) with respect to Plans submitted to it within sixty (60) days after the same have been submitted, it shall be conclusively presumed that the Committee has approved said Plans; provided, however, that if within the thirty (30) day period the Committee gives written notice of the fact that more time is required for the review of such Plans, there shall be no presumption that the Plans are approved until the expiration of such reasonable period of time as is set forth in the notice.

10.4 Variances. The Committee shall have the authority in its sole discretion to approve Plans which do not conform to the restrictions described herein to (a) overcome practical difficulties, or (b) prevent undue hardship from being imposed on an Owner. However, such variation shall only be approved in the event that the variation will not (a) detrimentally impact the Community or its attractive development, or (b) adversely affect the character of nearby Lots. Granting such a waiver shall not constitute a waiver of the restrictions described herein.

10.5 **Approval.** The Committee may approve Plans as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by the Committee of any Plans submitted, a copy of such Plans, bearing such approval together with any conditions, shall be returned to the applicant submitting the same. The Declarant shall have the right to waive the requirement that Plans be reviewed for any Improvements to be constructed by the Declarant.

10.6 **Proceeding with Work.** Upon receipt of approval of the Plans from the Committee, the Owner to whom approval is given shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing and alterations. In all cases, work shall commence within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed lapsed and revoked unless the Committee, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

10.7 **Completion of Work.** Any Improvement commenced pursuant hereto shall be completed within nine (9) months from the date on which the construction of said Improvement began (in accordance with Section 10.6 above), but such period shall be extended for the period that completion is rendered impossible or would impose an unreasonable hardship due to strike, fire, national emergency, natural disaster or other supervening force beyond the control of the Owner and/or its builder. The Committee may, upon written request made and received prior to the expiration of the nine (9) month period, extend the period of time within which work must be completed. Failure to comply with this Section 10.7 shall constitute a breach of the Declaration and subject the party in breach to the enforcement procedures set forth herein.

10.8 **Committee and Declarant Not Liable.** Neither the Committee nor the Declarant (nor any officer, director, member, shareholder, partner, employee, agent or representative of the Declarant) shall be liable for any damage, loss or prejudice suffered or claimed by any person on account of: the approval, conditional approval, or disapproval of any Plans, whether or not in any way defective; the construction of any Improvements, or performance of any work, whether or not pursuant to approved Plans; or the development of any Lot within the Property.

10.9 **Compliance with Codes/Environmental Laws.** Ultimate responsibility for satisfying all state or local building codes or environmental laws shall rest with the Owner and his contractor. The Committee is not responsible for ensuring that Plans it reviews comply with state or local building codes. The Owner shall hold the Committee, its members, and the Declarant harmless from any claims based on (i) the failure of an Improvement constructed based on approved Plans to meet any applicable governmental requirements, (ii) any structural failure of an Improvement constructed based on approved Plans, or (iii) the failure of the Owner or his contractor, by construction undertaken in accordance with approved Plans, to comply with any environmental laws, including, but not limited to, those relating to hazardous waste or underground storage tanks.

10.10 **Construction Without Approval.** If any Improvement shall be altered, erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with the approval of the Committee pursuant to the provisions of the Declaration, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from the Committee any such improvement so altered, erected, placed, maintained or used upon any Lot in violation of this Declaration shall be removed or altered, and/or such use shall have ceased, so as to conform to this Declaration. Should such removal or alteration not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in this Declaration, including those set forth in Section 19.1 below.

ARTICLE 11. REGULATION OF OPERATIONS AND USES

11.1 **Prohibited Uses.** The Property is being developed as a residential development for Residences. No Lot shall be used except for residential purposes; provided, however, that upon written request by an Owner, the Board may allow an Owner to conduct an "in-home business", provided that all business activities are carried on within the Residence and that there are no employees, clients, customers, tradesmen, student, suppliers, or others that come to the Residence in connection with such business. No building shall be erected, altered, placed or permitted on the Lots other than Residences, which shall be designed in accordance with the standards set forth in ARTICLE 10, and which shall not unreasonably interfere with any other Owner's right to enjoy his Lot. The following operations and uses shall not be permitted on any portion of the Property:

(a) **Single Family Residence.** Only one (1) single-family residence ("Residence") may be constructed or permitted to remain on a Lot.

(b) **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community.

(c) **Other Items.** No structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shed, shack, basement of any incomplete building, barn or other outbuilding shall be either used or located on any Lot, or on any Street, at any time or used as a residence either temporarily or permanently. No prefabricated buildings or structures of any nature, specifically including mobile homes, shall be moved, placed, constructed or otherwise located on any Lot for any period of time unless approved by the Committee. Temporary buildings or structures allowed during construction shall be removed immediately after construction or upon request of the Committee, whichever occurs first.

(d) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets; provided that they are not kept, bred or maintained for commercial purposes; provided further that no more than two (2) dogs or two (2) cats shall be allowed per Lot. Dogs shall be restrained to the Owner's Lot and

shall not be allowed to run at large. All animals must be kept as domestic, indoor pets. Leashed animals are permitted within rights-of-way when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner's Lot. If an Owner fails to clean up their animals' waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance as determined by the Board, at its sole discretion. The Board shall have the right to exclude any animal from the Lot.

(e) Parking. No vehicles shall be permitted to park on the Streets within the Property for a period exceeding twenty-four (24) hours without the prior written permission of the Association. No vehicle may be parked on any Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with a site plan approved by the Committee. Only the cars of guests and visitors may be parked on the Streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot. No vehicle may be parked on a Street if it interferes with or impedes the flow of traffic and use of the Street by others.

(f) Construction. No dirt, debris, or other materials shall be allowed to come off of any Lot onto any Streets, Common Areas, other Lots, or other parts of the Property as a result of any construction or other activities. All Buildings shall be of new construction. No previously used houses or other Buildings shall be moved onto a Lot. The Lot shall be kept clean and clear of debris during construction. No house may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Committee.

(g) Fences. Fences may be erected on property lines, except that (a) no fence shall be erected between the front of the house and the street, and (b) on corner Lots, no fence shall be erected in the exterior yard (adjacent to the street) within two feet (2') of the property line, as set forth on **Exhibit D** and incorporated herein by this reference. Nothing in this ARTICLE 11 or Section 11.1(g) shall prevent the erection of a necessary retaining wall. No fence, wall, hedge or mass planting shall at any time extend higher than five feet (5') above the ground, except for necessary retaining walls or rockeries which conform to the Thurston County and City of Lacey Building Codes. Fences shall conform to the specifications set forth on **Exhibit D** and incorporated herein by this reference. No wire fences shall be used unless approved by the Committee.

(h) Lighting. All area lighting (lighting designed to illuminate yards for security or outside activities etc.) shall be designed and positioned to ensure that the light source does not shine directly into the windows of any other house in the Plat, nor constitute a nuisance to neighbors. Decorative holiday lighting shall be removed no later than thirty (30) days after the date of the holiday.



(i) Yard Art. No yard pieces or yard art, including but not limited to sculptures, statues, and other freestanding or attached works, whether for decoration or otherwise, more than twelve inches (12") tall or twelve inches (12") wide shall be permitted outside of the Residences and within view from the Street without prior written approval of the Committee.

11.2 **Condition of Property.** Each Owner, at its own expense and at all times, shall keep such Owner's Lot, including the Improvements and appurtenances thereon, in a safe, clean and wholesome condition and shall comply in all respects with applicable governmental, health, fire and safety ordinances, regulations, requirements and directives. The Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

11.3 **Nuisances; Hazardous Activities.** No odors or loud noises shall be permitted to arise or emit from any Lot or Common Areas so as to render any such property or portion thereof, or activity thereon, unsanitary, offensive or detrimental to any other property in the vicinity thereof or to the Occupants of such property. No other nuisance or unsafe or hazardous activity shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its Owner or Occupants. No firearms shall be discharged within the Property and no explosives of any kind shall be discharged or stored upon any of the Lots or permitted within the Property. No open fires shall be lighted or permitted on the Lots, except in a contained outdoor fireplace or barbeque pit while attended.

11.4 **Unightly Conditions.** No Owner shall permit any unsightly condition to exist on his/her Lot. Unightly conditions shall include, without limitation, litter, trash, junk or other debris; unrepaired vehicles, boats, boat trailers or other trailers; inappropriate, broken, damaged or ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and air conditioning units or other projections placed on the exterior walls of any Building. The Committee, in its sole discretion, may grant a written waiver of this Section, upon written application by an Owner as provided in this Declaration and may require Owner to remove, screen or take other action to remedy conditions deemed unsightly.

11.5 **Storage.** No storage under decks or overhangs or anywhere else on any Lot which is visible from any point outside the Lot shall be permitted.

11.6 **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the construction (during residential construction only) of an Improvement, appurtenant structure or improvement on a Lot, and machinery and equipment customarily used in the maintenance of landscaping.

11.7 **Signs.** No Sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Board, except (a) customary name and address signs, (b) "For Sale" or "For Rent" signs of no more than six (6) square feet in size advertising



the Lot for sale or rent, which signs must be removed promptly after sale or lease of the residence, (c) signs required by legal proceedings (and then the sign shall be no larger than eighteen inches (18") by twenty-four inches (24"), unless mandated by statute or court order), (d) temporary signs for political advertising, garage sales, etc. (and then the sign shall be no larger than four (4) square feet and shall be in place no longer than sixty (60) days), (e) promotional sales signs of the Declarant and/or its agents, and (f) permanent monuments (entry signage) and Common Areas identification signs.

11.8 Grounds; Maintenance of Grounds. The entire front landscaping for each Lot with a Residence thereon shall be installed prior to occupancy in accordance with the Plan submitted to the Committee. The entire landscaping, including the remaining portions of the side and rear yard, shall be installed within six (6) months of the Close of Escrow for the first conveyance. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his Lot. Nothing contained herein shall preclude an Owner from recovering from any person liable therefore damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on Owner's Lot. Such maintenance and repair shall include, without limitation:

(a) Parking and Other Areas. Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required.

(b) Lighting. Cleaning, maintaining and relamping of any external lighting fixtures, except such fixture as may be the property of any public utility or government body.

(c) Landscaping. Landscaping shall emphasize plantings and other features which compliment and enhance the existing character of THE POINTE. Maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and replacement of any dead or diseased grass, ground cover, shrubs or trees.

(d) Drainage. Maintenance of all storm water drainage systems, yard drains, and catch basins in their originally designed condition, and in accordance with any governmental requirements. Further, no Owner shall take any action which would interfere with surface water drainage across his Lot either through natural drainage or by drainage easements. The topographic conditions of any Lot shall not be altered in any way that would adversely affect or obstruct the approved and constructed storm drain system and surface flows without the written consent of the Committee.

(e) Hillsides and Other. Maintenance of all hillsides, slopes and swales in their as designed and completed condition, and which shall not be changed or interfered with without the prior written consent of the Board.

11.9 Remedies for Failure to Maintain and Repair.

(a) Remedies. If any Owner shall fail to perform the maintenance and repair required by this ARTICLE 11, then the Board after fifteen (15) days' prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner and his Lot with a Special Assessment for the cost of such work together with interest thereon at a rate to be set by the Board from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien (which shall be an Association Lien) signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the Association Lien in accordance with the provisions of this Declaration.

(b) Nonexclusive Remedy. The foregoing Association Lien and the rights to foreclose thereunder shall be in addition to all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid Assessments. If any Owner fails to perform such maintenance and repair and, notwithstanding such failure, the Board should fail to exercise its rights and remedies hereunder, then any other Owner, after fifteen (15) days' prior written notice to the Board and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to the Board, including the right to Record and enforce a lien in the same manner as the Association.

11.10 Refuse; Storage Areas. No refuse, garbage, rubbish, cuttings or debris of any kind shall be left or deposited upon any Lot unless placed in an attractive container. All outdoor refuse storage areas on each Lot shall be visually screened so as not to be visible from neighboring Lots, Streets, or other Common Areas.

11.11 Utility Lines and Facilities. No facilities, antennae, equipment, wires or other devices for the communication or transmission of signals, power, electrical current, or any other electronic transmission, including without limitation telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of a Lot, other than within buildings or enclosed structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other enclosed structures; provided, however, that satellite dishes not exceeding twenty-four inches (24") in diameter may be allowed on buildings with the prior written approval of the Committee, and provided, further, that any approved satellite dish is placed on the building so as to meet the following standards: (a) the satellite dish is placed in the most discreet location practical as determined by the Committee; (b) the satellite dish is screened from view from adjacent Lots; and (c) the satellite dish is not visible from the Street in front of the Owner's Lot.



Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on a Lot.

11.12 Mechanical Equipment; Vehicles. All mechanical equipment, utility meters, storage tanks, air conditioning equipment and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself, as approved by the Committee. No unlicensed motor vehicles, such as motorcycles; dirt bikes, scooters, and ATV's, shall be permitted to operate on any Street or Lot. No major automotive repairs shall be permitted except for within enclosed garages which are kept closed. The only repairs permitted are occasional casual repairs and maintenance activities such as oil changes.

11.13 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind. No excavation or fill shall be made nor shall any dirt be removed from any Lot; provided, however, that this shall not prevent the excavation of the earth in connection with the grading or construction of Improvements within a Lot. Water may be extracted to the extent permitted by all applicable governmental agencies.

11.14 Occupants. Any Owner may delegate to any Occupant the right to enjoy the Owner's Lot. All Owners shall be responsible for informing any Occupants of the contents of this Declaration and the rules regarding the use of such Lot, and shall be responsible for requiring its Occupants to comply with this ARTICLE 11.

ARTICLE 12. DAMAGE OR LOSS TO IMPROVEMENTS

12.1 Restoration of Common Areas. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Areas or any other Improvements insured by the Association, the Association shall restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance shall be used for such purpose. The Board is authorized to have the necessary documents prepared and executed, and to take such other action so as to effect such reconstruction as promptly as practical. The Common Areas and all other Improvements shall be constructed or rebuilt substantially in accordance with the original construction plans available, with such changes as are recommended by the Committee. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than the estimated cost of restoration and repair, a Reconstruction Assessment shall be levied by the Board upon the Owners and their Lots in order to provide the necessary funds for such reconstruction over and above the amount of any insurance proceeds available for such purpose. Reconstruction Assessments shall be borne by the Owners in the same proportions as their Prorata Share of General Assessments. If, prior to the end of the Development Period, the Common Areas or Improvements thereon are destroyed and the insurance proceeds are less than the estimated cost of repair or reconstruction, the Declarant may elect not to restore or rebuild some or all of the Improvements or Common Areas or may elect to restore or rebuild only those for which the Declarant has received insurance proceeds sufficient to pay all costs associated therewith.



12.2 **Restoration Obligations of Owners.** In the event of the damage or destruction of any portion of a Lot or the Improvements thereon, it shall be the duty of the Owner of such Lot, as soon as may be practical, to repair or replace the damage or destruction or such portion thereof as will render such damage or destruction indiscernible from the exterior of the Lot. Any reconstruction, replacement or repair required by this section shall be in accordance with the original plans and specifications of the Lot or plans and specifications approved by both the Committee and the holders of Mortgage(s) of Record which encumber(s) the Lot.

12.3 **Condemnation.** In the event that all or any portion of the Common Areas shall be taken or condemned by any authority exercising the power of eminent domain, the proceeds shall be used to restore the remaining Common Areas, and any balance shall be turned over to the Association. The Board shall have the exclusive right to prosecute any such proceedings; provided, however, that nothing contained herein to the contrary shall prevent an Owner from joining in the proceeding for purposes of claiming that the condemnation action has materially affected said Owner's property. The entire award shall be paid to the Association in trust for the benefit of the Owners. The Board shall distribute the award to the Owners in proportion to their Prorata Share of General Assessments; provided, however, that if a Lot is encumbered by a Mortgage or Mortgages which has or have a provision relating to condemnation, then in-lieu-of distributing the award to the Owner of said Lot, the Board shall distribute the award directly to the Mortgagee of the Mortgage with the highest priority and seniority for distribution or payment in accordance with the terms and conditions of said Mortgage's Mortgage.

ARTICLE 13. PROTECTION OF MORTGAGEES

13.1 **Mortgagee Provisions.** A breach of any of the provisions, covenants, restrictions or limitations hereof or the Recordation of any Association Lien or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any Mortgage of Record. The Owners and their Mortgagees may examine the books and records of the Association during all normal business hours, upon serving written notice of such examination on the Board. All of the provisions herein shall be binding upon and effective against any Owner whose title to said Lot is hereafter acquired through foreclosure or trustee's sale. The Mortgagee of any Mortgage of Record on any Lot may file with the Board a written request for written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration which is not cured within thirty (30) days, and the Board shall give notice thereof to each such Mortgagee. Each institutional Lender which holds a Mortgage encumbering any Lot in the Property which obtains title to such Lot pursuant to the remedies provided in such Mortgage, by judicial or non-judicial foreclosure or by deed in lieu of foreclosure, shall take title to such Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot. The Association shall treat such unpaid Assessments or charges as a Common Expense.

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ARTICLE 14. DURATION AND AMENDMENT

14.1 **Duration.** This Declaration shall continue in full force until fifty (50) years from the date hereof unless a Declaration of Termination or Declaration of Renewal is Recorded meeting the requirements of an amendment to this Declaration as set forth in Section 14.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the appurtenant Membership as long as this Declaration shall continue in full force and effect.

14.2 **Amendment.** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. The amendment shall be adopted if approved by the vote, in person or by proxy, or written consent, of sixty seven percent (67%) or more of the total voting power of the Association; provided, however, that until the Turnover Date no termination or other amendment shall be effective without the written approval of Declarant, in Declarant's sole discretion; and provided further, that no amendment to Section 19.3 below shall be made at any time without the written approval of Declarant, in Declarant's sole discretion. A copy of each amendment which has been properly adopted shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the Certificate of Amendment is Recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of one-hundred percent (100%) of the aggregate value of Mortgages encumbering the Property at the time of such amendment (provided that any Mortgage holder that falls to submit written notice of approval or disapproval of any such amendment within thirty (30) days of notice from the Association regarding such amendment shall be deemed to have consented to such amendment):

(a) **Lien Rights.** Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protections granted to Mortgagees as provided in ARTICLE 13 or which seeks to modify Section 14.2 hereof.

(b) **Assessments.** Any amendment which would necessitate a Mortgagee after it has acquired a Lot through foreclosure to pay more than its Prorata Share of any Assessments accruing after such foreclosure.

(c) **Cancellation.** Any amendment which would or could result in a Mortgage being cancelled by forfeiture.

14.3 **Amendments and Modifications by Declarant.** For so long as there is a Class B Member, Declarant acting alone may modify or amend this Declaration or any design guidelines adopted by the Committee; provided, however, that (i) any such modification or amendment of the design guidelines must be within the spirit and overall intention of the Community as set forth herein; (ii) prior to any such modification or amendment Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of Improvements or use not presently permitted by this Declaration. Within thirty (30) days after any such modification or amendment by Declarant, Declarant shall deliver a written notice of

such modification or amendment to each Owner, which notice shall include a copy of the executed, acknowledged and recorded modification or amendment.

ARTICLE 15. LIMITATION OF LIABILITY

15.1 **Limitation of Liability.** So long as a member of the Board, the Committee, any of the Board's other committees, Declarant or any agents of the foregoing has acted in good faith, without willful or intentional misconduct, upon the basis of information possessed by such persons, then that person shall not be personally liable to any Owner, the Association, or to any other person for any damage, loss, or claim on account of any, omission, error, or negligence of such person, except this article shall not apply to the extent such acts, omissions or errors are covered by the Association's insurance. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association or the Committee under this Declaration, neither Declarant, the Association, nor the Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent or approval, whether given, granted, withheld or denied.

ARTICLE 16. INSURANCE; LOSSES.

16.1 **Insurance.** The Board shall procure for the Association, and continuously maintain, as a Common Expense, one or more policies of insurance as follows: (a) insurance against property loss or damage by fire or other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection, (b) commercial general liability insurance for the use and ownership of the Common Areas, (c) worker's compensation insurance to the extent required by applicable law, (d) insurance against loss of personal property to the Association by fire, theft, and other losses with deductible provisions as the Association deems advisable, and (e) any other insurance the Board deems advisable including, but not by way of limitation, directors' and officers' liability coverage. Such insurance policies shall meet the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived by any of the foregoing. All policies shall include an endorsement providing coverage for Directors and Officers of the Association.

16.2 **Casualty Losses.** In the event of substantial damage or destruction of any Common Area, all applicable insurance proceeds for such damage or destruction shall be paid to the Association for repair, replacement, or other disbursement as determined by the Board.



ARTICLE 17. TOWNHOUSE/PARTY WALL PROVISIONS

17.1 **Exterior Appearance of Townhouses.** In order to preserve a uniform exterior appearance of all Townhouses, no Owner may modify or decorate the exterior of a Townhouse, or screens, doors, windows, awnings, or other portions of a Townhouse visible from outside without the prior written consent of the Board or in accordance with the rules or regulations of the Board. The Board may also require use of a uniform color and fabric for blinds, draperies, under-draperies, or drapery lining.

17.2 **Maintenance of Townhouses and Lots.** Each Owner shall keep the exterior, decks, balconies, windows and doors of the Townhouse, and the landscaping and other improvements on the Owner's Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair. Each Owner shall maintain the fence, if any, on the Owner's Lot in good condition and repair; any fence that separates two Lots shall be jointly (equally) maintained by the Owners of those Lots. In the event an Owner fails to so maintain the Owner's Townhouse, Lot, or Improvements, the Board may, after thirty (30) days' written notice to the Owner, have such maintenance done and specially assess the Owner the cost thereof.

17.3 **Entry for Maintenance and Repairs.** The Association and its agents and representatives may, at its sole option, but without any obligation to do so, go upon any Lot to effect repairs, improvements, replacements, or maintenance deemed by the Board to be necessary in the performance of its duties or to do necessary work that the Owner has failed to perform. Except in cases of emergency that preclude advance notice, the Board shall cause the Owner to be given notice and an explanation of the need for entry as far in advance as is reasonably practical. Such entry shall be made with as little inconvenience to the Owners and Occupants as practical. Any damage caused by such entry shall be repaired by the Association as a Common Expense unless the repairs or maintenance were necessitated by the acts or default of the Owner or Occupant of the Lot involved, in which event the costs of repairing any such damage shall be specially assessed to the Owner of that Lot.

17.4 **Party Wall Easements; Maintenance and Repairs of Party Walls and Townhouses In Event of Damage or Destruction.**

(a) Creation. The wall which is on the boundary line separating one dwelling unit in a Townhouse from another dwelling unit is hereby declared to be a "Party Wall" between the dwelling units which adjoin the wall. This Section 17.4(a) shall be controlling, and all rights granted in this Section 17.4 shall be fully effective for all Party Walls in the Townhouses as actually constructed despite any deviation from the boundary line which might be revealed by an accurate survey.

(b) Maintenance. Except as provided below, the cost of repair and maintenance of every Party Wall shall be borne equally by the Owners of the adjoining dwelling units.

(c) Damage or Destruction of Party Wall Without Other Damage to Structure.



i. If a Party Wall is damaged or destroyed, in whole or in part, from any cause that is not the result of fault or negligence of the Owners or Occupants of either of the adjoining dwelling units or is the result of the joint or concurring fault of the Owners or Occupants of both adjoining dwelling units, and neither dwelling unit has suffered substantial damage other than to the Party Wall, then the Owners of the adjoining dwelling units shall repair or rebuild the Party Wall as nearly as practicable to the same condition and at the same location as the Party Wall was in immediately before the damage or destruction. To the extent the cost to repair or rebuild is not covered by the Owners' insurance, the cost shall be borne equally by the Owners of the Party Wall. Each Owner of the adjoining dwelling units shall have the right to full use of the Party Wall as repaired or rebuilt.

ii. If a Party Wall is damaged or destroyed, in whole or in part, from any cause that is the result of fault or negligence of the Owner or Occupant of one (but not both) of the adjoining dwelling units, and the Townhouse has not suffered substantial damage other than to the Party Wall, then that Owner of the dwelling unit whose Owner or Occupant was at fault or negligent shall be responsible for that portion of the cost not covered by such Owner's insurance to repair or rebuild the Party Wall to as nearly as practicable the same condition and at the same location as the Party Wall was in immediately before the damage or destruction and any resultant damage to the structure. Each Owner of the adjoining dwelling units shall have the right to full use of the Party Wall as repaired or rebuilt.

(d) Damage or Destruction of Party Wall With Other Damage to Structure.

i. If a Party Wall is damaged or destroyed, in whole or in part, from any cause described in Section 17.4(c)i, and the Townhouse is at the same time substantially damaged or destroyed, in whole or in part, from the same or any other cause, then if the Owner of any affected Lot elects to have the damage repaired or rebuilt, the costs of repairing or rebuilding the Party Wall shall be shared as provided in Section 17.4(c)i and the cost of repairing or rebuilding the structure shall be paid first from proceeds of the Owners' insurance and the balance by the Owner of the portion of the structure to be repaired or rebuilt. If no Owner elects to repair or rebuild the structure, then the costs of demolishing and clearing debris from the Lots shall be shared equally by the Owners of the affected Lots.

ii. If a Party Wall is damaged or destroyed, in whole or in part, from any cause described in Section 17.4(c)ii, and the structure is at the same time substantially damaged or destroyed from the same or any other cause, then the Owner of the Lot whose Owner or Occupant was at fault shall bear the portion of the cost of repair or rebuilding or demolishing and clearing which is not covered by such Owner's insurance.

iii. Unless exercised to the contrary by written notice delivered to the Owners of the other affected Lot(s) within sixty (60) days after the damage or destruction giving rise to the election, each Owner shall be conclusively deemed to have elected to repair and rebuild the Townhouse, including restoring the Party Wall.



(e) Damage or Destruction of Structure with no Damage to Party Walls. The Owners shall be responsible for the repair or replacement of the portion of the Townhouse on their respective Lots in the event of damage or destruction to the Townhouse with no damage to a Party Wall; provided that this provision does exculpate any party from liability for negligence or other wrongdoing. Each Owner shall promptly repair any damage or destruction to the exterior of the Townhouse or that affects the integrity of the Townhouse unless the Owners of all Lots agree otherwise.

(f) Access to Party Wall Interior. Each Owner shall have the right, at the Owner's sole expense, to drill into, cut into or otherwise gain access to the interior of a Party Wall associated with such Owner's dwelling unit for the purpose of maintaining, repairing or restoring and, if consent be first obtained pursuant to Section 17.4(g), remodeling or altering, water, utility, soundproofing or other services or amenities to the Owner's dwelling unit subject to (a) an obligation to restore the Party Wall to the same condition it was in immediately before such act, and (b) liability to the Owner of the adjoining dwelling unit for any damages caused thereby.

(g) No Alteration. Except for interior decoration (i.e., painting, hanging pictures, etc.), no Owner may make any changes to or alterations in a Party Wall associated with such Owner's dwelling unit without the written consent of the Owner of the parcel adjoining the Party Wall.

(h) Party Wall Easement. Each Owner has an easement over, in and to the dwelling unit that adjoins such Owner's dwelling unit and Lot for the following purposes:

i. To have the Party Wall remain in the same location as when originally built or such other location as may be reasonably necessary after repair, restoration or reconstruction of the Party Wall;

ii. To use, for Party Wall purposes, that portion of the adjoining dwelling unit and Lot upon which the Party Wall is originally built or subsequently restored or rebuilt; and

iii. For access through, in, or upon any portion of the adjoining dwelling unit and Lot reasonably necessary to effect repairs to, maintenance of or reconstruction of the Party Wall or that portion of any foundation, exterior wall or roof of the structure which meets with, adjoins or is connected to the Party Wall.

(i) Rights in the Event of Default. Should an Owner fail to perform any act or make any payment which this Section 17.4 requires such Owner to do or make, and such failure continues after five (5) days' written demand from the Owner of the adjoining dwelling unit or Lot, then the Owner who made demand may do such act or make such payment. The Owner in default must repay on demand the Owner who does the act or makes the payment of all costs and expenses (including attorneys' fees) incurred in doing the act or making the payment together with interest thereon at twelve percent (12%) per annum until repaid. Further, the Owner doing the act of making the payment shall have a lien upon the Lot of the defaulting Owner, notice of which lien may be recorded not later than ninety (90) days after the last act is

performed or payment is made which notice shall contain, as nearly as possible, the information required in the case of a person performing labor upon land or an improvement thereon pursuant to Chapter 60.04 of the Revised Code of Washington. The lien may be foreclosed in the manner as provided and with the priority with respect to such labor liens. In addition, the Owner who does the act or makes the payment shall have the right of access to, through, in or upon and to use the dwelling unit of the defaulting Owner and the Lot upon which it is located for the purpose of performing the act.

(j) Equipment, Utilities and other Portions of a Party Wall. For the purposes of this Section 17.4, the term "Party Wall" includes everything located within such wall (such as studs, framing, insulation, soundproofing material, pipes, wires, joints, junction boxes and other materials or equipment related to utilities) and below the wall (such as the surface of the ground and footings located in the ground).

(k) Encroachment Easements. An encroachment easement is hereby created on the boundary lines of each parcel for each Townhouse, including the dwelling units therein, and fence as they have been actually built for the benefit of the Owner of the respective Lots to accommodate for any as-built deviations, settling or shifting of the Townhouses.

ARTICLE 18. TOWNHOUSE MAINTENANCE PROVISIONS

18.1 Interior Maintenance and Other Structures; Yards; Individual Responsibility. Except as otherwise specifically set forth herein, each Owner, at said Owner's cost and expense, shall promptly and continuously maintain, repair, replace and restore all of the following in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable laws and the provisions of this Declaration: (i) the interior of the Townhouse and other structures on the Owner's Lot (including without limitation, doors, windows, and related trim); (ii) the private yard and fencing on the Owner's Lot, subject to the Association's authority, at the respective Owners expense, to maintain the front yard in the event the Owner fails to do so, or, at the Association's expense, if the obligation to maintain the Front Yard has been delegated herein to the Association; (iii) the gutters/joints/trim, unless damaged by a defective roof condition (any damage resulting from a defective roof condition shall be the joint responsibility of the Owners of the respective Townhouse); and (iv) any other Improvements located on said Owner's Lot.

18.2 Exterior Maintenance; Joint Responsibility. Except as otherwise provided in this Declaration, the Owners of the Townhouses sharing a Common Wall shall be jointly responsible for, and share equally in the expense of, maintenance, repair, replacement, and restoration of the exterior portions of the Townhouse, including (without limitation) the roof, the concrete foundation, the siding, the fence situated on the common boundary line between the Lots, landscaping located on the common boundary line between the Lots, and any shared walkway or driveway to the Townhouse; provided, however, that if any of the items described in this Section 18.2 (other than the roof, which shall in all events be the joint responsibility of the Owners) become damaged or require maintenance, and such damage or required maintenance is unique to one dwelling unit of the Townhouse and does not affect the other dwelling unit of such Townhouse, the Owner of the dwelling unit that was damaged or requires maintenance shall be

solely responsible for the necessary repairs and maintenance (by way of example, and not limitation, the affected Owner shall be responsible for the following damaged/maintenance matters: damage to the foundation or siding of one dwelling unit which does not affect the other dwelling unit; roof vents pertaining to individual bathrooms or kitchen equipment; and separate chimneys). The cost of shared maintenance, repair, and replacement shall be borne equally by the Owners, pursuant to the procedure set forth in Section 18.3 below, unless the need for any maintenance, repair, replacement, or restoration work is caused through the willful or negligent act of an Owner or his or her family, guests, or invitees, in which event the cost of such maintenance, repair, replacement, or restoration shall be borne by that Owner alone.

18.3 Maintenance Procedure. When an Owner believes it is necessary to maintain, repair, replace, or restore any item that is the joint responsibility of the Owners as provided in this Declaration, said Owner shall notify the other Owner(s) in a writing (the "Maintenance Notice") that specifies the recommended work to be performed (the "Maintenance Work") and the estimated cost of such work (the "Maintenance Cost"). If the other Owner agrees that the Maintenance Work is necessary, such Owner shall countersign the Maintenance Notice, and the Owners shall proceed promptly and in good faith to complete the Maintenance Work. If the other Owner does not agree that the Maintenance Work is necessary, then no portion of the Maintenance Work shall be completed (except in the case of emergency repairs to the Townhouse) at the other Owner's expense unless ordered by an arbitrator pursuant to Section 19.2 below; provided, however, that either Owner shall be entitled to perform its share of the Maintenance Work at such Owner's sole expense. Unless otherwise agreed between the Owners, the Maintenance Work shall be performed by a contractor or contractors mutually acceptable to the Owners pursuant to contract(s) between such contractor(s) and the Owners. All of the Maintenance Work shall be completed in a good and workmanlike manner to match existing materials and colors, and be in compliance with all applicable laws, ordinances, rules and regulations, and other provisions of this Declaration with respect to such work. If the Maintenance Work is agreed to by both Owners, or is ordered by an arbitrator to be completed, then both Owners shall share equally in the Maintenance Cost, unless the Owners have agreed to a different cost-sharing arrangement, by which each Owner shall promptly pay its share of the Maintenance Cost upon request therefore.

18.4 Lien Creation; Personal Obligation. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to perform the applicable covenants contained herein and to pay when due any and all applicable amounts required hereunder, and such amounts, together with interest, costs, late charges, arbitration awards, reasonable attorneys fees, and any other charges hereunder pertaining thereto, shall if unpaid: (i) constitute and be a charge on the land and shall be a continuing lien upon the Lot (provided the lien has been perfected in accordance with Section 18.6 below; and (ii) be the personal obligation of the person who was the Owner of such Lot at the time when the obligation became due.

18.5 Self-Help Remedy. If an Owner fails to perform his obligations under this Declaration (the "Defaulting Owner"), including without limitation the obligation to pay that Defaulting Owner's share of maintenance, repair, replacement or restoration of the exterior of the Townhouse or a Party Wall, and such failure shall continue for thirty (30) days after

receiving written notice from the other Owner ("Non-Defaulting Owner"), notice must state with particularity the nature of the Defaulting Owner's failure and the steps the Non-Defaulting Owner intends to take to cure such failure, then the Non-Defaulting Owner may (but is not obligated to) perform such action or make such payment, in which event the Defaulting Owner shall promptly reimburse the Non-Defaulting Owner upon demand for all costs and expenses (including attorneys' fees and costs) incurred with interest thereon at twelve percent (12%) per annum until paid, and any amounts not so paid shall become a lien on the Lot of the Defaulting Owner (provided the lien has been perfected in accordance with this Declaration).

18.6 Lien Perfection; Foreclosure. The liens authorized in this ARTICLE 18 may be (i) perfected only by the filing of a notice of lien claim in the manner, and substantially in the form, set forth in RCW 60.04 (modified as appropriate to fit the circumstances of the Declaration, which circumstances are not specifically addressed in the statute) not later than ninety (90) days after the later of (a) an Owner's failure to pay when due any and all applicable amounts required hereunder; or (b) the date that the Non-Defaulting Owner completed the action or made the payment described in this ARTICLE 18 (whichever is applicable); and (ii) foreclosed only in accordance with RCW 60.04.

18.7 Arbitration. Except with respect to the foreclosure of liens pursuant to Section 18.6 above, any dispute between the Owners of a Townhouse arising under or in connection with this Declaration will be settled by arbitration in accordance with Section 19.2.

ARTICLE 19. GENERAL PROVISIONS

19.1 Legal Proceedings. Failure to comply with any of the terms of this Declaration, the Articles, the Bylaws, or any regulations by an Owner or Occupant, his guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, lien, or any combination thereof, which relief may be sought by Declarant, the Association, the Board, or, if appropriate, by an aggrieved Owner. Failure to enforce any provision thereof shall not constitute a waiver of the right to enforce said provision, or any other provision thereof. The Association, the Board, any Owner (so long as such Owner is not at that time in default hereunder), or Declarant shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration by any Owner. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees, including attorneys' fees incurred on appeal, in such amount as the Court may deem reasonable in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest thereon at the rate established by the Board therefore from time to time, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

19.2 Arbitration. Except with respect to the foreclosure of liens pursuant to this Declaration, any dispute or claim by a party hereto arising under or in connection with this Declaration shall be settled by arbitration in Thurston County, Washington, as set forth in this Section 19.2. Each party will have full access to the courts to compel compliance with these arbitration provisions, or to enforce an arbitration award. In addition, either party may seek



injunctive relief, whether or not arbitration is available or under way. The parties to this Declaration acknowledge and agree that the provisions of this Declaration may be specifically enforced. The arbitration will take place pursuant to the arbitration rules and procedures set forth in RCW 7.04, with a single arbitrator. In any arbitration, the prevailing party shall be entitled to reimbursement of its costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of the proceeding shall be paid by the non-prevailing party.

19.3 Special Declarant Provisions.

(a) Arbitration. Any claim by the Association, any Owner, or any Occupant against the Declarant shall be settled by arbitration in Thurston County, Washington, as set forth in this Section 19.3. Such parties shall have full access to the courts to compel compliance with this arbitration provision, or to enforce an arbitration award. The arbitration will take place pursuant to the arbitration rules and procedures set forth in RCW 7.04, with a single arbitrator. In any such arbitration, each party will pay its own costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of such proceeding shall be borne equally.

(b) Amendments. Notwithstanding Section 14.2 above, the following provisions may not be amended at any time without the Declarant's prior written consent: (a) Section 10.8, (b) Section 10.9, (c) Section 19.3, (d) Section 19.8, or (e) ARTICLE 15. In addition to the foregoing, no amendment to this Declaration shall be effective without the Declarant's prior written consent if the effect of the amendment would be to increase any obligation or liability of Declarant to the Owners, Occupants, Members, the Association, or the Board, or to lessen or decrease any rights of the Declarant under this Declaration, or revoke, reduce, amend or modify any waivers or releases given in favor of the Declarant under this Declaration.

19.4 Severability. The provisions hereof shall be deemed independent or severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

19.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of the Community and for the maintenance of the Common Areas, and any violation of this Declaration shall be deemed to be a nuisance. The article and section headings, titles and captions have been Inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context otherwise requires, as used herein, the singular and the plural shall each include the other and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

19.6 Construction and Sales by Declarant. Nothing in this Declaration shall limit, and no Owner shall do anything which shall interfere with, the right of Declarant to

reasonably subdivide or resubdivide any portion of the Property owned by Declarant, or to complete any construction of Improvements on the Lots owned by Declarant and the Common Areas, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements on such Lots and Common Areas as Declarant deems advisable prior to completion and sale of the last Lot owned by Declarant. Each Owner, by accepting a deed of a Lot from Declarant, hereby acknowledges that the activities of Declarant may constitute a temporary inconvenience or nuisance to the Owners, but nonetheless shall be permitted. Such right shall include, but shall not be limited to, erecting, construction and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business or completing the work of disposing of the Lots by sale, lease or otherwise. Declarant may at any time use any Lots owned by Declarant as models or real estate sales or leasing and renting offices. This Declaration shall not limit the right of Declarant at any time prior to conveyance of title by deed to the last Lot owned by Declarant to establish on the Lots owned by Declarant and the Common Areas additional easements, reservations and rights-of-way to itself, to utility companies, or to other Persons as may from time to time be reasonably necessary to the property development and disposal of the Lots owned by Declarant. Such easements may be created for the construction, installation, maintenance, removal, replacement, operation and use of utilities, including without limitation sewers, water and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, television, internet, telecommunication, and telephone conduits, lines and wires, and other utilities, public or private, beneath the ground surface (except vaults, vents, access structures and other facilities required to be above ground surface by good engineering practice), including the right to dedicate, grant or otherwise convey easements for rights-of-way to any public utility or governmental entity for such purposes. In the performance of any work in connection with such utilities, Declarant shall not unreasonably interfere with or disrupt the use of the Common Areas or the facilities located thereon and shall replace and restore the areas and facilities as nearly as possible to the condition in which they were prior to the performance of such work. All or any portion of the rights of Declarant hereunder may be assigned to any successor or successors to all or part of Declarant's respective interest in the Property, by an express written Recorded assignment.

19.7 Owner Liability and Duty. Each Owner shall be liable to the Association for any injury to any person or damage to the Common Areas or any equipment thereon which may be sustained by reason of the negligence of said Owner or of his guests, employees, invitees or tenants. The damage and costs incurred by the Association as a result thereof shall become a Special Assessment against such Owner and his Lot, and shall be subject to levy, enforcement and collection in accordance with the Association Lien procedure provided for in this Declaration. The Association reserves the right to charge a Special Assessment to such Owner equal to the increase, if any, in the insurance premium directly attributable to the damage or injury caused by such Owner or by the use of the Lot of such Owner. The Association shall hold each Owner harmless from liability for loss or injuries that are covered by insurance then maintained by the Association.

19.8 Association Waiver. Notwithstanding anything herein to the contrary, to the extent that any Owner waives any claims against Declarant, or releases the Declarant from any claim with respect to a Lot, the Common Areas, the Improvements, and/or the Community,



then the Association shall be deemed to have likewise released Declarant (and its officers, directors, shareholders, members, partners, employees, agents and representatives) from any claim with respect to such Lot, the Common Areas, the Improvements, and/or the Community on a pro rata basis applicable to each such Lot.

19.9 **No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

19.10 **Indemnification.** Each officer of the Association, and each member of the Board, the Committee and any of the Board's other committees, and any agents thereof, shall be indemnified by the Association against all expenses and liabilities (including attorneys' fees and costs) reasonably incurred by or imposed in connection with any litigation or other proceeding by reason of such individual holding a position or office, whether or not such person holds that position at the time the expense or liability is incurred, except to the extent such expenses or liabilities are covered by insurance and except where such person is adjudged guilty of willful misfeasance in the performance of his/her duties. However, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

19.11 **Enforcement By Self-Help.** The Declarant, the Committee, the Board, and the Association (and, as applicable, any of their officers, directors, shareholders, members, partners, employees, agents and representatives) 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.

19.12 **No Third Party Rights.** This Declaration is made for the exclusive benefit of the Association, the Board, the Owners, the Members, the Declarant and their successors. This Declaration is expressly not intended for the benefit of any other Person besides the Association, the Board, the Owners, the Members, the Declarant and their successors. No third party shall have any rights under this Declaration against any of the Association, the Board, the Owners, the Members, the Declarant and their successors.

19.13 **Notices.** Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more Co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all Co-Owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Lot. Such notice shall be deemed delivered forty-eight (48) hours after the time of such mailing, except for notice of a meeting of Members or of the Board in which case the notice provisions of the Bylaws shall control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid,

**EXHIBIT A
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE POINTE**

LEGAL DESCRIPTION

PARCEL A: THAT PART OF LOT 31, REPLAT OF LACEY CORPORATE CENTER, AS RECORDED IN VOLUME 24 OF PLATS, PAGES 67 THROUGH 69, DELINEATED AS PARCEL B OF SHORT SUBDIVISION NO. SS-6194, AS RECORDED DECEMBER 12, 1990 UNDER AUDITOR'S FILE NO. 9012120129; IN THURSTON COUNTY, WASHINGTON.

PARCEL B: EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, ACROSS, THROUGH AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF LACEY, THURSTON COUNTY, WASHINGTON, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 88°18'01" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 2,283.17 FEET, TO THE NORTHWEST CORNER OF LOT "B" OF CITY OF LACEY SHORT PLAT SS-6194, RECORDED UNDER AUDITOR'S FILE NO. 9012120129, SAID CORNER ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,465.39 FEET, AND TO WHICH POINT A RADIAL BEARS SOUTH 71°05'46" EAST; THENCE SOUTHERLY AND CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'39" A DISTANCE OF 138.81 FEET; THENCE SOUTH 24°19'53" WEST 232.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT "B"; THENCE SOUTH 66°15'17" EAST 412.64 FEET, ALONG THE SOUTH LINE THEREOF, TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 663.79 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'36" A DISTANCE OF 11.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°26'01" WEST 137.33 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°00'37" A DISTANCE OF 117.83 FEET; THENCE SOUTH 33°34'36" EAST 89.08 FEET TO A POINT ON THE NORTHERLY MARGIN OF INTELCO LOOP SOUTHEAST AS SHOWN ON THE REPLAT OF LACEY CORPORATE CENTER RECORDED UNDER AUDITOR'S FILE NO. 9003260001, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, AND TO



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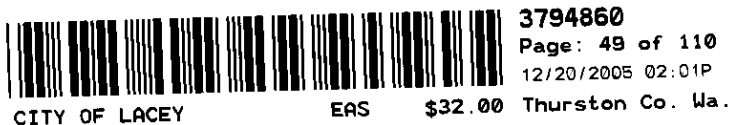
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WHICH POINT A RADIAL BEARS NORTH 39°05'41" WEST; THENCE NORTHEASTERLY AND CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°02'08", A DISTANCE OF 50.08 FEET; THENCE NORTH 33°34'36" WEST 89.09 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°00'37", A DISTANCE OF 70.70 FEET; THENCE NORTH 20°26'01" EAST 137.17 FEET TO THE POINT ON THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LOT "B", SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 663.79 FEET, AND TO WHICH POINT A RADIAL BEARS SOUTH 18°27'06" WEST; THENCE NORTHWESTERLY AND CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'01", A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING IN THURSTON COUNTY, WASHINGTON.

PARCEL C: AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS SET FORTH IN INSTRUMENT RECORDED JULY 12, 2005 UNDER AUDITOR'S FILE NO. 3747675.

IN THURSTON COUNTY, WASHINGTON



**EXHIBIT B
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE POINTE**

INTEGRATED PEST MANAGEMENT PLAN

[See attached 30 pages]



THE POINTE RESOURCE PROTECTION PLAN



RESPONSIBILITY

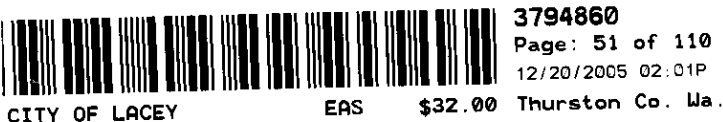
As a property owner you can take an active role in protecting the quality of local lakes, streams and groundwater, by following wise use practices around your home and property. These are practices that reduce water use, reduce the amount of pollutants you use (called Integrated Pest Management or IPM), or reduce their chance of entering nearby natural water features. The following pages describe how stormwater and wastewater is handled in this development and practices you and your family can follow on a daily basis to reduce your impact on local water resources.

The report titled "Environmentally Friendly Landscape Care," that is also included in this package (Appendix A), describes pest control and methods to reduce toxic chemicals that must be followed by homeowners and landscape maintenance people in your development. Its purpose is to minimize pollutants introduced to the environment and to help insure protection of nearby water resources. Since this plan has been included as an attachment to the neighborhoods' covenants, conditions, and restrictions, you should have received a copy with your title documents. Property owners are responsible for following this plan within their own property and for care and maintenance of community property on the site. A copy of this plan should be provided to landscape professionals who may be hired to work on private or community property.

SITE CONDITIONS

The soils that lie underneath this development provide the only physical barrier between pollutant-producing activities that occur on the surface of the land and groundwater resources. The soil layers under this development have a moderately rapid infiltration capacity (that is, water percolates through the soil quickly). This means that pollutants may not be adequately removed as they move through the soil and may move into the underlying groundwater. Under no circumstances is it acceptable to allow degradation of water resources, but this is especially important in Thurston County where groundwater is our sole water supply source. Consequently, it is in everyone's best interests to take steps to both reduce the amount of pollutants available and reduce their potential for reaching nearby water resources.

The Pointe development is located within the Chambers Creek Drainage, which is a portion of the Budd Inlet/Deschutes River Watershed. Within close proximity of this development, there are several lakes, streams and wetlands that may be impacted by actions that occur within the area. Immediately adjacent to and hydrologically connected to this development is Smith Lake (Figure



1). Within a couple miles, there are four other lakes including Hewitt, Southwick, Chambers, and Hicks Lakes. As well as these lakes, there are several wetlands and small creeks near this development (Figure 1). These waterbodies are home to many forms of aquatic life including Cutthroat and Rainbow trout, Largemouth Bass, Catfish, Walleye, and others (some of which are on the endangered species list) as well as birds and other wildlife. The close proximity of this development to these waterbodies means you have a special responsibility to protect them, so they can continue to be home for fish and a valuable asset to the community.

STORMWATER CONTROLS

Stormwater runoff, the water that leaves your property during rainy weather, may represent the largest source of pollutants to nearby water resources. As this stormwater moves over your property, it picks up soil, fertilizers, pesticides, oils and grease, and a multitude of other pollutants from driveway, rooftop, and roadway areas. Normally many of these pollutants would be removed as the stormwater drains into the soil. However, site development increases the amount of impervious area and causes increased runoff.



Fortunately, there are stormwater control features designed into this development to help reduce the affects of these pollutants. Stormwater associated with this development is directed via curbs and gutters to catchbasins, where it is conveyed to a bioswale (Figure 2). Stormwater and runoff discharge from the bioswale into a constructed infiltration pond (Figure 2). While the water sits in this pond, larger sized particles and pollutants are filtered out and the water slowly infiltrates into the ground. Overflow from the pond discharges to another bioswale through a culvert under the Chehalis Western Trail. From there, water flows a natural course overland to Smith Lake.

The curb and gutter system, catchbasins, bioswales, and infiltration pond all constitute the community stormwater treatment and control system. In addition to this community system, stormwater from the rooftop of each home is handled individually through drywells installed at the base of the downspouts. Roof top runoff is collected in the drywells and held until it can infiltrate into the ground. These drywells are not necessarily designed to remove pollutants (there are few pollutants associated with rooftop runoff), instead their main function is to collect the roof runoff and keep it from entering the community system and contributing to system overload.

Both the community system and the drywells require continued inspection and maintenance to insure they are working properly. It is the responsibility of individual homeowners and the homeowners association to insure that these routine maintenance tasks are performed. These tasks include such things as; cleaning catchbasin inlets, periodic removal of sediment that accumulates in the bioswales and pond, removing invasive plants and noxious weeds, and other tasks. A series of maintenance checklists for community property, roads, and stormwater facilities, which were developed for the Drainage and Erosion Control Plan of the Black Hills Development, are included as Appendix B to this report.



OPEN SPACE/RECREATION AREA

There are numerous open space areas and a large play area that were intentionally designed into your development for public use (Figure 2). It is also the responsibility of the individual homeowners and the homeowners association to maintain these community open space areas. Depending upon how the open space is developed, routine maintenance may involve such things as mowing and garbage pickup, as well as removing invasive plants, noxious weeds, and other tasks. Landscape maintenance people in your development should follow the methods for "Environmentally Friendly Landscape Care" (Appendix A) when working in these public areas.

WHAT YOU CAN DO TO REDUCE YOUR IMPACT

Unfortunately, stormwater treatment efforts are not perfect and we have learned over the years that reducing pollutants at the source is the best way to insure they don't enter local water resources. This means reducing the type and amount of pollutants on your property that could potentially be washed into the stormwater system.

There are two common sources of pollutants generated by homes such as yours. These sources include lawn and garden areas and home and shop activities. This information packet describes methods of reducing the amount of pollutants that enter the environment from these sources.

LAWN AND GARDEN ACTIVITIES

Lawn, garden, and other high maintenance landscaping often require pollutant contributing upkeep measures such as mowing, fertilizing, and chemical weed and disease control. The fact is that these pollutants often have a nasty habit of moving from your yard to nearby water resources. There are two common ways this can happen. The pollutants are caught up with stormwater leaving your property and transported to surface waters, or they can filter through the soils and into the groundwater.

The type of soil that exists on your property is the key factor in determining how healthy your lawn and plants will be, and therefore in determining how much fertilizer, water, and etc., you will be tempted to use. According to the Thurston County Soil Survey, completed by the Soil



Conservation Service, the soils in your development are Alderwood gravelly sandy loam and Yelm fine sandy loam. These soils have a moderately rapid to rapid infiltration rate (that is, water percolates down through them quickly). Therefore, the most important step you can take, before doing any landscaping activity, is to amend the soil. This means bringing in 6 to 12 inches of organic material, compost, or other amendment to add to the soil. This preventative step will save you time, money, and future headaches. Amending your soil will accomplish two things; it will provide an improved growing medium for gardening and



landscaping, and will increase the water holding capacity of your soil. Without amendment, every time you water your lawn or garden, most of the water will pass through the root zone before it provides your plants with any benefit. Also, fertilizers and pesticides will move through the soil before plants can use them. This means that not only have you wasted money on these chemicals because they won't help your plants, you have also contributed to pollution of the groundwater.

The following list contains recommendations for reducing impacts of lawn and garden activities on local water resources:

- ◆ Reduce your use of hazardous materials (fertilizers and pesticides, paints, solvents, or other chemicals). Clean up and dispose of these wastes properly. Do not wash them down the driveway and into the stormwater system. Do not use them during periods of rain or predicted rain.
- ◆ Do not over-fertilize or over-water. Due to the rapid to very rapid draining soils, more frequent and shorter periods of watering will be more effective than long duration watering. Similarly, lower fertilizer application rates are more appropriate since excess will be washed into the groundwater.
- ◆ Avoid using chemical fertilizers or pesticides at all if you have not taken the precaution of first adding 6 to 12 inches of amendment to the soil.
- ◆ Native vegetation is more disease resistant and requires less fertilizer and water than traditional lawn and garden plants. Try to preserve native vegetation whenever possible and utilize native plants in landscaping plans. Similarly reduce the extent of high maintenance lawn and garden areas and select grass seeds that are more drought tolerant.
- ◆ Follow the guidelines for an "Environmentally Friendly Landscape Care" provided in this packet to reduce the need for and use of fertilizers and pesticides.

HOME, SHOP, AND GARAGE


Household cleaning agents, oils, paints, solvents, and innumerable other pollutants are continually used in home, shop, and garage areas. As with lawn and garden areas, proper home stewardship involves first trying to reduce the amount of chemicals or pollutants used, and then trying to keep these pollutants from moving off your property.

The following list describes alternatives for limiting the impacts of home, shop and garage activities on local water resources:

- ◆ Reduce use of hazardous materials by utilizing alternative "natural" and biodegradable household cleaning products and giving excess paints, pesticides, and etc. to others to use. The pamphlet "Turning the Tide on Toxins in the Home" lists alternatives to ordinary household products that are less toxic. This pamphlet can be obtained free of charge from the Department of Ecology.
- ◆ Recycle used solvents and motor oils.
- ◆ Take all unused hazardous wastes to a household hazardous waste collection site.



- ◆ Reuse and recycle as much as possible.
- ◆ Impervious surfaces, such as asphalt, buildings, concrete, and even heavily used trails act as pathways for polluted runoff water to enter nearby waterbodies. Try to minimize the amount of impervious area on your property. A smaller driveway or parking pad or the use of grass-crete can reduce impervious surface area for you automobile needs. Smaller decks, or use of flagstones with interspersed vegetation may decrease runoff from outdoor living areas.
- ◆ Where impervious surface already exists, direct runoff from these areas to lawn, garden, or other vegetated areas to help slow down runoff and filter out pollutants.

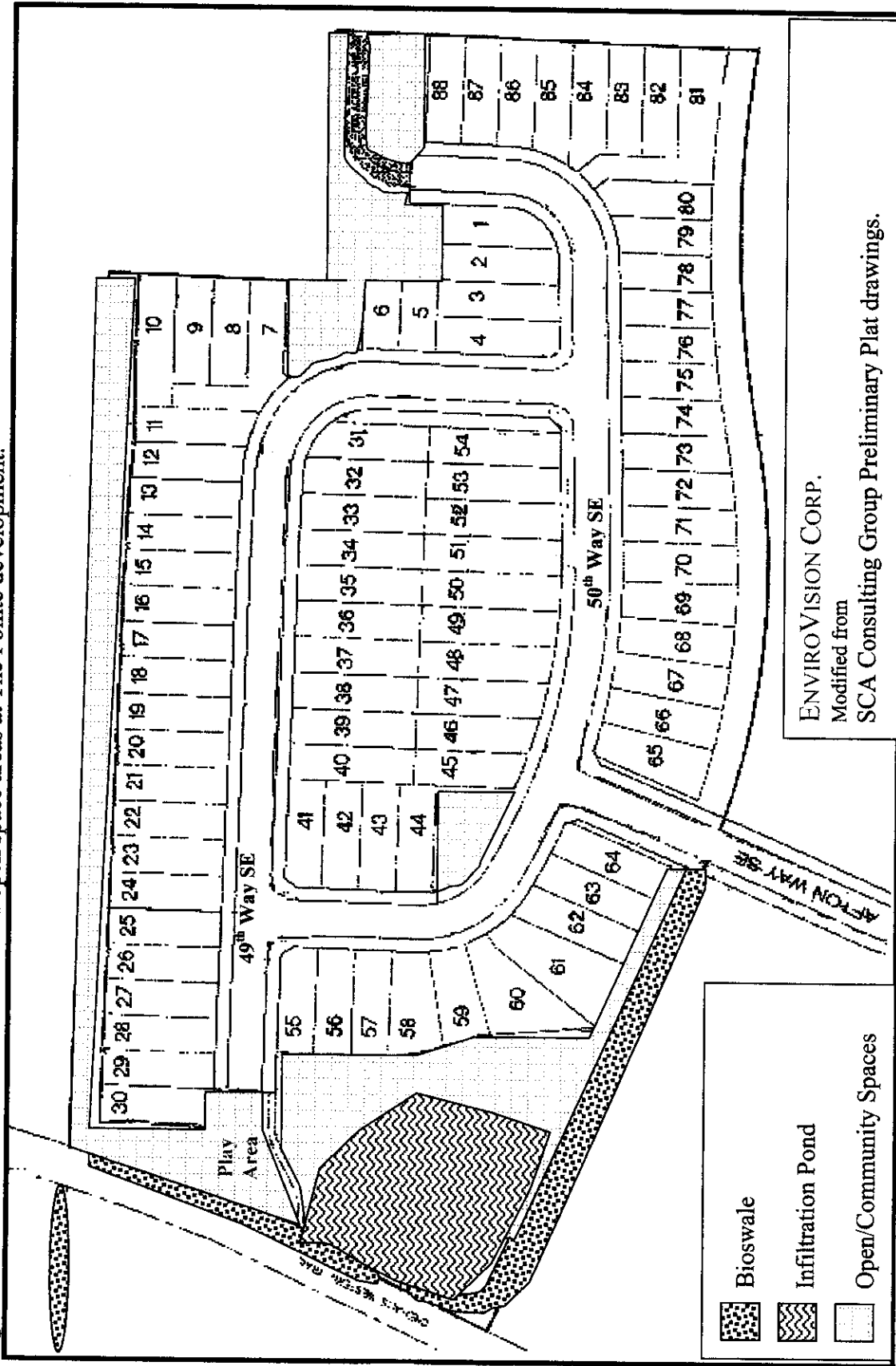


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Figure 2. Stormwater treatment facilities and open space areas at The Pointe development.



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APPENDIX A

Environmentally Friendly Landscape Care


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Environmentally Friendly Landscape Care



The goal of environmentally friendly landscape care is to minimize the potential for water quality impacts from yard and garden activities. The recommendations described here follow the Thurston County Pest and Vegetation Management Policy. They reflect proper land stewardship practices that should be followed by all property owners. There are recommendations for protection of groundwater, plant selection, landscape maintenance, and low impact approaches to pest and disease control.

~ Groundwater ~

Groundwater is an important source of drinking water for communities and individuals. From 1950 to 1980 the use of groundwater in the United States for human consumption increased from approximately 35 billion gallons/day to approximately 87 billion gallons/day, respectively. Today more than half of all Americans get their drinking water from underground sources. In Washington State groundwater provides 25-49% of the drinking water to communities and individuals. In Thurston County, groundwater is our sole water supply.

Until the 1970s it was believed that groundwater was naturally protected from contamination by layers of soil, rock, and sand between the surface of the ground and groundwater. These layers of soil, rock, and sand were believed to filter out pollutants before they could reach the groundwater. However, this is not the case and contaminants can move through these layers and enter the groundwater.

Because groundwater is not immediately visible and easy to monitor, groundwater contamination can go undetected until the problem has become extensive. In turn cleaning up contamination of groundwater is complicated, costly, and sometimes impossible. Therefore preventing contamination of groundwater is the best way to guarantee continued supply. Listed below are methods to control your input to groundwater.

- Reduce your use of hazardous materials (fertilizers and pesticides, paints, solvents, or other chemicals) and substitute with non-hazardous products whenever possible. Some examples of common household products with potentially harmful components are listed in the table below. The pamphlet "Turning the Tide on Toxins in the Home" lists alternatives to ordinary household products that are less toxic. This pamphlet can be obtained free of charge from the Department of Ecology.
- Clean up and dispose of wastes properly. Do not wash them down the driveway and into the stormwater system.
- Buy only what you need.
- Reuse and recycle as much as possible.
- Take all unused hazardous wastes to a household hazardous waste collection site.



Examples Of Common Household Products With Potentially Harmful Components	
Antifreeze (gasoline or coolant systems)	Metal polishes
Automatic transmission fluid	Laundry soil and stain removers
Battery Acid (electrolyte)	Spot removers and dry cleaning fluid
Degreasers for driveways and garages	Other solvents
Degreasers for engines and metal	Rock salt (Halite)
Engine and radiator flushes	Refrigerants
Hydraulic fluid (brake fluid)	Bug and tar removers
Motor oils and waste oils	Household cleansers, oven cleaners
Gasoline and jet fuel	Drain cleaners
Diesel fuel, kerosene, #2 heating oil	Toilet cleaners
Grease, lubes	Disinfectants
Rustproofers	Pesticides (all types)
Car wash detergents	Photochemicals
Car waxes and polishes	Printing ink
Asphalt and roofing tar	Wood preservatives (creasote)
Paints, varnishes, stains, dyes	Swimming pool chlorine
Paint and lacquer thinner	Lye or caustic soda
Paint and varnish removers, deglossers	Jewelry cleaners
Paint brush cleaners	

The compounds listed in the table below were listed in the EPA National Pesticide Survey's Leach List (1988). Many of these compounds are also found in common household products. Use of these compounds should be avoided. Product labels should be consulted before purchasing to check for these compounds.



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Compounds with High Environmental Risk for Moving into Groundwater	
Acephate	1,2-Dichloropropane
Amitrol	Cis-1,3-Dichloropropene
Atrazine	Trans-1,3-Dichloropropene
Baygon	Dieldrin
Bentazon	Dicamba
Carbaryl	Picloram
Chloropyrifos	Pramitol
2,4-D	Simazine
DDDVP	2,4,5-T
Diazinon ¹	Trichlopyramine

¹Diazinon will be banned by the year 2003 due to its health risks to children, fish, birds, and drinking water. In the meantime there are several less-toxic pest control products available. The handbook "Grow Smart, Grow Safe – A consumer Guide to Lawn and Garden Products" rates fertilizers and pesticides by their toxicity or environmental impacts. This handbook can be obtained free of charge from the King County Hazardous Waste Management Program or the Washington Toxics Coalition.

~ Appropriate Plant Selection ~

The first step to consider when choosing grass or landscaping plants is to select plants that are native or well-adapted to the soils and climate of our area. Native plant species have adapted over time to their specific region. If a plant is adapted to regional conditions, it is less likely to need extra fertilizing and watering and less likely to be attacked by pests. An excellent reference for more information on native plants is the book by Arthur Kruckeberg, *Gardening with Native Plants of the Pacific Northwest*.



Based on information from the Seattle Tilth Association and the National Turfgrass Evaluation the following grass strains are recommended for use in our area. A mix containing a variety of these strains could be used to optimize best characteristics of each strain. The easiest way to get the best variety is to choose a mix that is "Blended for the Pacific Northwest".

Recommended Strains Of Grass Types	
Grass Type	Strains
Fescue (finest leaf)	Palmer, Manhattan II, and Repell
Perennial Rye grass ¹	Reliant, Scaldis and Enjoy

¹Note: New perennial rye grasses have been bred with increased endophyte, a fungus, which makes the grass resistant to Argentine Stem Weevil, Cherry Aphid, Armyworm, Bilbug larva, Cutworm, and Sod webworm.

~ *Landscape Maintenance* ~

Mulching

Mulch is recommended in landscaped areas as the most effective form of non-herbicide weed control. Mulch acts as a physical barrier to weeds. It typically is either composed of compost, bark, wood chips, leaves, dry grass clippings or sawdust. Annuals or herbaceous perennials generally require 1 to 2 inches of compost, dry grass clippings, leaves, or sawdust. Shrubs or trees require 2 to 4 inches of coarse wood chips or bark. (Note: Shrubs such as rhododendrons and azaleas, with roots located close to the surface, should receive no more than 2 inches of mulch to allow for adequate gas exchange.) The key to successful weed control is to maintain the mulch depth as it decomposes, and to take into consideration that wood chips and sawdust deplete nitrogen if worked into the soil. This effect may require some addition of nitrogen fertilizer. Mulch is effective as a control against chickweed, annual bluegrass, bitter cress and many other species. Weeds that grow through properly installed mulch are more easily removed by hand. Periodic hand pulling of weeds is also recommended in zones between mulched areas to minimize weed seed source.

Fertilizing

According to the National Academy of Science, on the average, 5 to 10 pounds of fertilizer are applied annually for every acre of lawn in the United States. Often this occurs whether the lawn needs it or not.

There are two types of fertilizers, natural and synthetic. Natural fertilizers such as; bone meals (Ca, P and some N), blood meals (N), fish meals (N and P), kelp meals (K and trace elements), seed meals (N and some P/K) and rock phosphates (P) are often recommended for both lawns and landscaping plants. These are preferred over synthetic fertilizers for a number of reasons. The various meals listed above are slow releasing and tend to be neutral in pH and are relatively water insoluble. This means that they tend to stay in the soil longer and are not as quickly leached out as their synthetic alternatives. Natural fertilizers often contain many naturally occurring micro nutrients that are typically unavailable in synthetic fertilizers. Synthetic fertilizers can also contain inert ingredients (compounds added during manufacturing that are not listed as part of the active ingredients) that can be harmful to the environment. However, for both natural and synthetic fertilizers improper management and over application can cause serious impacts. When applying fertilizers, the application rate and timing is dependent upon the type of fertilizer used and soil needs. Some general notes to remember when fertilizing include.

- Avoid over-watering lawns immediately after applying fertilizer. It is better to water the lawn thoroughly a day or two before fertilizing, and then water briefly after the application to wash the fertilizer off the leaves and into the soil.
- Reduce the need for fertilizers by returning grass clippings to lawns. (In Western Washington, 4 pounds of nitrogen per 1,000 square feet per year, is usually a maximum application rate, 1 pound is often sufficient. Grass cycling (leaving the cut grass on the lawn), can supply at least a quarter of what is needed by your lawn.)



- Test soils before applying fertilizers. (Simple soil test kits are available at most gardening centers.) In this region soils are naturally high in phosphate. Adding more through fertilizing is not only a waste of money it can also result in excess pollution of nearby waters. There are now phosphate-free lawn fertilizers available commercially that can provide a nitrogen and micro-nutrient source without contributing to excess phosphates in our environment.
- Use fertilizers no more than four times per year. The preferred frequency is April, June, September and November.

An example of a well-balanced organic fertilizer mixture for lawn grass suggested by the Territorial Seed Company consists of: 4 parts seed meal or fish meal (N); 1 part agricultural lime or dolomite (Ca); 1 part rock phosphate or 2 part bone meal (P.); 2 part kelp meal (K); (all measurements by volume). This mixture would need to be adjusted based on results of site soil testing and nutrient content of the meals used. For more information on fertilizers refer to "Grow Smart, Grow Safe - A Consumers Guide to Lawn and Garden Products" by Philip Dickey and the Washington Toxics Coalition.

Established native plants should require little in the way of fertilizing other than annual mulching. Although periodic fertilization will promote bloom of more traditional garden plants, you can still reduce fertilizer use through mulching and use natural fertilizers instead of synthetic types. As always the garden soil should be tested first to determine nutrient needs.

Watering

The key to a healthy lawn and plants is to encourage the roots to grow as deep into the soil as possible. That will make them more drought resistant later in the season. Infrequent, long irrigation, (i.e. wetting the soil to about 10 inches), is recommended to encourage deep roots. Frequent short watering cycles encourage shallow roots since they adapt to that condition by concentrating their roots in the upper layers of the soil.

- When watering, keep an eye on the watered area to insure that the flow rate of the sprinklers doesn't exceed the infiltration rate of the soil, which can vary greatly based on surface management. Over-watering can result in the proliferation of some unwanted insect pests.
- Water during early morning to reduce loss by evaporation and minimize development of mold and fungal problems on lawn and plants. (Note: Many garden plants, notably roses, garden phlox, peonies, and others, are susceptible to diseases that can be discouraged through early morning watering.)
- During extreme drought conditions, watering should be restricted to priority plantings, such as newly established trees and shrubs.
- Healthy lawns need no more than 1 inch of water per week, including rainfall.
- Consider not supplying extra water to your lawn in summer, to let the grass go through a normal dormant stage. Think of this as a natural seasonal event like the trees changing color in the fall.



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Monitoring of Noxious Weeds

The Thurston County Noxious Weed control program keeps a list of invasive plant species that are creating problems in our area. Left unmanaged these plants can quickly populate an area and displace native vegetation. The displacement of native vegetation over time is a threat to plant diversity and wildlife habitat.

An integrated vegetation management approach is recommended for control of these species. This approach involves early identification, use of appropriate control measures, and proper timing of their application. Use of these methods will reduce the need for herbicide use. It is recommended that you visually check your site for these species in early spring and late summer. Early spring is when the over-wintered seeds are germinating. Identification of the plants when they are still young is critical. Generally, it is recommended that plants be hand pulled and disposed of at the county landfill. In late summer and early fall, the recommended method for eradication for the following year is to remove the seed heads on the plant and collect any that are at the soil surface. However there are a number of problem plants for which this method will not be effective. Because the best control technique varies for each plant listed, it is recommended Thurston County Noxious Weed Control be contacted directly at 360-786-5576 for plant specific information.

~ Controlling Pests and Disease ~



Effective pest control can be achieved by avoidance of circumstances that encourage pest growth and periodic monitoring. Ultimately the types of insect pests that will occur will be based on the type of landscaping plants and grasses used and how well they are maintained. Many insect pests can be avoided by selecting appropriate plants, and by following recommendations on proper care. The cornerstone of pest management is doing periodic visual checks of your landscaping. This way a new disease or infestation will be spotted before it becomes out of hand. When pest management becomes necessary an integrated pest management approach should be followed.

Integrated pest management (IPM) is a holistic approach to pest and invasive plant control that consists of: monitoring the problem at hand; determining the injury and action level; correct timing of the solution; and selecting optimal strategies (as defined below) to carry out the solution. The first step is correct identification of the problem pest. Once this has been done, strategies to reduce or eliminate the specific pest can be applied. (A description of typical insect pests and their control is provided in Attachment A.)

IPM practices take into consideration that insects are a natural part of the environment. Therefore it is necessary to determine at what level of infestation they become a problem. Action usually occurs when there is extensive unacceptable aesthetic changes in the vegetation, and in some cases when the health of an entire landscaped area is in jeopardy.

Optimal strategies are defined as:

- Least damaging to the natural environment and humans.



- Greatest probability of permanent reduction of the intended pest.
- Least disruptive to the natural pest controls at hand.

Pest control can be divided into three types: physical controls (traps, barriers, and hand removal), biological controls (beneficial insects or bacteria), and chemical. Detailed information on specific control techniques are described in Attachment B. These levels of controls are ordered from least to most disruptive to the natural system. All of these controls have advantages and disadvantages that must be taken into consideration prior to use. Recent federal rulings on pesticide use require buffers from streams and prominent warning labels that display potential of the product to impact species.

Early Infestation

Early infestations are defined as small areas of coverage and/or new less dense populations of the pest (e.g. a few plants in a small area). The goal is to catch the problem pest at this stage before it leads to an advanced infestation. It is recommended that these early infestations be dealt with by using physical controls. Physical controls are by far the least invasive of all the insect control methodologies. If physical controls alone proves ineffective, then appropriate biological controls should be utilized. Biological controls include predatory insects and bacteria. The high effectiveness of these types of controls have been proven within the last thirty years, and remain as some of the best, less invasive forms of pest control. Chemical controls are generally not recommended for infestations of this level.

Advanced Infestation

Advanced infestations are defined as large areas of unacceptable aesthetic changes to vegetation due to insects or diseases. When dealing with advanced infestations it is recommended that biological controls be utilized first. If these methods fail then it is recommended that botanical and mineral (organic or synthesized) insecticide/fungicide controls (i.e. chemical controls) be implemented. These controls should be applied properly at levels intended to bring the target problem back to a level that can subsequently be managed with the physical and biological controls. Unwise use could lead to an upset in the natural ecological balance of the system and result in wetland and water quality impacts.

Once a decision has appropriately been made to utilize a pesticide (insecticide or fungicide) to help with controlling a disease outbreak, the pesticide to be used should be selected carefully. A number of pesticides that have unrestricted use (that is they are easily available for purchase and use by homeowners and do not require a professional applicators license to apply), have a high potential for leaching into groundwater and thus constitute a risk to nearby ground and surface waters.

The table on the following page lists preferred fungicides and pesticides as listed in “Common Sense Gardening” guide developed by the Thurston County Hazardous Waste Program. Pesticides and fungicides are listed as “preferred” if they are less persistent in the environment and break down quickly into non toxic components following application. They are listed in order from least to most toxic.

Pesticides Preferred for Use Due to Lower Environmental Risk	
Fungicide	Use
Fungicidal Soap (Safer's)	Used for brown rot, peach scab, apple scab, powdery mildew, and downy mildew
Lime Sulfur	Used for brown rot, apple scab, powdery mildew, and anthracnose
Sulfur	Used for brown rot, peach scab, apple scab, powdery mildew, and downy mildew
Basic Copper Sulfate	Used for early and late blights, scab, fire blight, downy mildew, leaf spot and anthracnose
Bordeaux Mix (slurry of hydrated lime and copper sulfate)	Used for early and late blights, scab, fire blight, downy mildew, powdery mildew, leaf spot and anthracnose and brown rot
Pesticide	Use
Insecticidal Soap (Safer's)	Used for mites, aphids, fleas, mealy bugs, scale crawlers, white fly thrips and other soft bodied insects
Bactillus thuringiensis (Microbial)	Used for many larval species depending upon the type of B. thuringiensis used.
Neem Extract (Bio-neem)	Used for controlling more than 123 insects, 3 mites and 5 nematodes such as aphids, leaf miners and thrips. It is not registered for use on food crops.
Summer Spray Oil	Used for wide variety of insects; aphids, adelgids, gall mites, leaf beetle larvae, mealy bugs, immature scale, sawfly larvae, immature psyllids, whitefly and spider mites.
Superior Oil Sabadilla	Use for overwintering insects and eggs Use for leaf hoppers, caterpillars, some thrips. It is TOXIC to honey bees.
Pyrethrum	Broad spectrum of pests including aphids, beetles, moth larvae, thrips and mealy bugs
Ryania	Use for codling moth and thrips
Rotenone	Used for brown rot, apple scab, anthracnose, downy mildew, blight and leaf curl. Contact and stomach poison controls beetles, weevils, loopers, and thrips.

Attachment A

~ Potential Insect Pests and Their Control ~

The following table describes some of the common insect pests, the type of damage they create, and possible methods for their control. Correct identification of the pest is the first step to selecting an appropriate control strategy. The local WSU Cooperative Extension office should be contacted to help with accurate identification of insect pests.

Host Plant	Description	Damage	Remedy
<p>Aphids (<i>Acyrtosiphon pisum</i>, <i>Aphis fabae</i>, <i>Eriosoma lanigerrum</i>, <i>Myzus persicae</i>)</p> <p>Many plant species, particularly new plantings.</p> <p>soft bodied, pear shaped less than 1/10 inch long, purple; red; light green to dark green, winged or wingless with a pair of tubes at the end of their abdomen (spray a fluid as a defense mechanism), eggs laid in the fall and hatch the following spring, immediately the nymphs begin feeding by piercing plant tissue to get sap.</p>	<p>Attack new plant growth, particularly succulent herbaceous plant species.</p> <p>Reduce plant vigor, which subsequently allows other pests/diseases to proliferate. Attract ants (aphids extract more plant sap than needed and ants enjoy the plant sap, and in return protect the aphids from various predators).</p>	<p>Physical barriers (sticky traps and Teflon tape).</p> <p>Dusting of diatomaceous earth kills soft bodied adults. Natural predators include lacewings, ladybugs, and trichogramma wasps (can be purchased or attracted naturally by planting species in the Umbelliferae family (Queen Anne's lace, dill, fennel, and carrot). Large colonies can be removed by applying insecticidal soap (low toxicity preparations are available in ready-mixed form in most plant nurseries).</p>	
<p>Cutworm (Noctuidae)</p> <p>Turfgrass, tender plant species.</p> <p>1 to 2 inches long; grayish or brown larval stage of the moth. Adult moth is gray or brownish with paler hind wings (1-1.5 inches long). Eggs usually laid in the soil, pupae or young larval stage during the winter.</p>	<p>Feed on plant shoots at the soil level, cutting stems at or below ground level.</p>	<p>At dusk, apply simple bait of equal parts hardwood sawdust, wheat bran, and enough molasses for goeey texture (traps insects so they are unable to burrow back into the ground (trichogramma wasps and predatory nematode species - can be purchased and have no negative effects on humans)). Planting resistant perennial rye grasses is helpful in reducing populations. When all else fails, an application of <i>Bacillus thuringiensis</i> (BT) is very effective (caution must be used with BT because it will attack any larvae form in the soil, even non-target species).</p>	

Attachment A (cont.)

Host Plant	Description	Damage	Remedy
Sod Webworm/Fall Webworm (Hyphantria cunea) Turfgrass, Lonicera, Malus, Prunus, Salix, Viburnum Spp. and other hardwoods	1-inch long, pale green or yellow covered with long silky hairs attached to small humps. Adult is white with brown spots with a 2 inch wingspan. Hair covered eggs are laid in masses on the underside of leaves.	Make nests on the ends of branches and feed on the leaves.	The best long-term cure in lawn grasses is to plant resistant grass species. Insect predators such as trichogramma wasps are also helpful. Finally, if no other option is available, an application of BT to the troubled area is effective, but as stated above affects non-target species.
White Grubs (The grubs of Scarab Beetles, June Bugs, Rose and other Chafers, and Asiatic and Oriental beetles) Turfgrass	C-shaped bodies measure from 1/4 to 3/4 of an inch long; are blunt-ended and creamy white, with hard yellow or brown heads.	Grubs feed in grass clumps, making lawn appear spongy, brown and easy to pull out. To determine infestation tear up a square foot of sod, and if more than five grubs per square foot, take action.	Diatomaceous earth is effective in controlling surface feeding grubs. Predatory nematodes are also helpful in attacking and killing grubs.
Root Weevils Rhododendrons and other woody landscape plants	Most distinguishing feature is the presence of an elongated snout with an antennae in the middle. The mouth parts are at the end of the snout. Weevils tend to be small, hard shelled and black. Root weevil larvae are legless, whitish grubs.	The adults are a plant pest, however it is the larvae stage that feeds on the plant and cause the most damage.	Determine level of infestation; (place tarp under infested tree, shake, adults will drop to the ground (note: weevils nocturnal, best done at night), or when feeding unacceptable damage to plant leaves is visible). Physical deterrents (sticky barriers and Teflon tape) applied to the base of the plants. If the population gets out of hand dust diatomaceous earth on foliage.
Tent Caterpillar (Malacosoma disstria) Acer, Alnus, Coryluse, Crataegus, Fraxinus, Malus, Prunus, Ribes, Rosa, Salix and other hardwood species.	Larva stage tends to be about two inches long; pale blue to black with diamond shaped white marks down the middle of its back; with a blue head. Adults are light yellow to brown moths with a one inch wingspan. Eggs are laid in bands around twigs.	Young caterpillars build a web in the branch fork of trees and feed on leaves. Severe infestation can defoliate trees and in some rare cases lead to the trees death.	Larvae and their "tents" should be physically removed while the larvae are still inside. In the case of severe infestations BT is very effective, but as stated above affects non-target species.

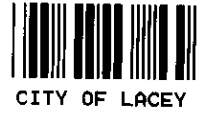


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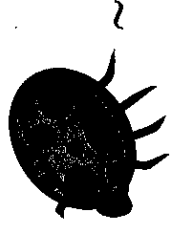
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Attachment B



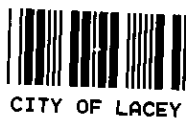
Physical, Biological and Chemical Control Techniques

Physical Controls						
Control Name	Description	Mode of Action	Use	Advantages	Disadvantages	Pest
Diatomaceous earth	Skeletal remains of diatoms with tiny barbs.	Tiny barbs shred soft bodied insects.	Dust foliage	Natural pest control. Effective.	Can be an irritant to human lungs.	aphids, grubs, mealybugs, mites, white flies, and slugs
Sticky Barrier (Tanglefoot™, TangleTrap™)	A band of non-toxic sticky material	Insects permanently stick to material.	Wrap trunks with tape.	Non-toxic. Easy to use.	Traps beneficial insects too. Use in conjunction with other controls	root weevils and ants
Sticky Traps (Biolure™, Yellow Sticky Traps, Safer™ Flying Insect Traps)	Hanging traps with sticky material.	Insects permanently stick to material.	Placed near problem areas.	Non-toxic. Easy to use.	Numerous traps needed to cover a large area. Aesthetics. Traps beneficial insects too.	aphids and white flies
Ladybugs	Ladybug species vary from bright reddish yellow bodies with black spots to black bodies.	Adult ladybugs and their larvae eat eggs and young.	Wet the ground in the evening or early morning and place insects.	Non-toxic. Natural pest control.	The insects may not remain on site.	aphids, scales, and other softy bodied insects
Teflon Tape (Surefire™ Teflon Insect Barrier Tape.)	White Teflon tape.	Tape causes insects to slide off the stems when they try to walk over it.	Applied to rhododendrons and other woody species	Non-toxic and highly effective.	Unattractive if visible.	root weevils, and ants



Attachment B (cont.)

Biological Controls						
Control Name	Description	Mode of Action	Use	Advantages	Disadvantages	Pest Controlled
Bacillus thuringiensis (BT) (Dipel™, Thuricide™, Safer™ Caterpillar Killer)	BT is a bacterium. Different are effective against different pests or groups of pests.	Larvae eat dusted plant material, the bacteria penetrates their stomach lining causing paralysis.	Sprayed or dusted onto problem area. Timing critical. Apply when larvae are young and feeding.	BT strains are selective in their pest target. Relatively non-toxic to humans and most beneficial insects.	Possible allergic reaction or skin irritation from contact.	moth, butterfly, mosquito, and other pest larvae
Trichogramma wasps	Typically adult wasps are brown to black with four clear veined wings. Body size ranges from smaller than a pinhead to two inches long.	Eggs are laid on the unsuspecting host eggs. As the larvae grow, they feed on the host eggs.	Release of the wasps is recommended in cool evenings and early mornings.	Effective natural control.	The insects may not remain in the area.	aphids, cutworms, fall webworms/sod webworms, cotton leafworm, bollworm, codling moth, sugarcane borer and others
Beneficial Nematodes (Biosafe™, Scanmask™, Biovector™, Nemesis™)	Simple, colorless, unsegmented roundworms.	Penetrate host body and release symbiotic bacterium then feed on the host.	Apply from spring to late fall when larvae pests are present and soil is warm.	Effective for soil dwelling pests. Non-toxic to humans and beneficial insects.	Expensive. Not as effective as chemical controls.	Soil dwelling pests: crane fly, flea, and root weevil larvae
Green lacewings	Pale green with slender bodies and one-half to three quarter inch wings. Larvae are yellowish gray with brown marks; tufts of hair; and long jaws.	Adults and larvae feed on other insects.	Space release intervals seven days apart.	Effective all purpose predator	Non-native. Will not survive a freeze. May not remain on site.	aphids, immature scale insects, spider mites, and various larvae/eggs of other insects



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Attachment B (cont.)

Botanical and Mineral Insecticide/Fungicide Controls						
Control Name	Description	Mode of Action	Use	Advantages	Disadvantages	Pest Controlled
Insecticidal Soap (Ringers™)	Liquid spray.	Washes away protective coating on insect surface. Disrupts normal membrane function.	Spray directly onto insect, must be sufficiently wet. Can damage foliage.	Biodegradable. Relatively non-toxic. High effectiveness.	Toxic to fish and other aquatic species. Can damage foliage. May require numerous treatments.	soft bodied insects such as aphids, mealybugs, white flies, and mites
Horticultural Oil/ Dormant Oil Sprays (Scotch™, Dextol™)	Liquid oily spray. Do not use Bordeaux mixtures of dormant oils as they contain copper or arsenate of lead and are highly toxic.	Smothers insects and impairs respiration.	Apply spray carefully. Apply in late winter or very early spring, when no foliage is present.	Low toxicity to humans. Tends to be biodegradable.	Toxic to fish. Flammable. Kills all insects. Damages foliage.	aphids, red spiders, thrips, mealybugs, white fly, pear psylla, scale insects and mites
*Pyrethrum/ Pyrethrin/ Pyrethroids (Raid™, BP™)	Pyrethrum/ Pyrethrin: powder derived from flowers of Chrysanthemum. Pyrethroids: Synthesized Pyrethrin	Paralysis to the central nervous system, specifically the sodium channels.	Spray on insects or affected foliage.	Rapidly degraded by sunlight. Quick/direct eradication.	Toxic to all insects. Moderately toxic to humans and other mammals. Highly toxic to fish. Inert ingredients may be toxic or flammable.	aphids and other soft bodied insects
*Rotenone (Bonide™, Dragon™)	Liquid derived from tropical plants.	Stomach poisoning and contact action. Interferes with electron transport chains.	Spray or dust on insects or affected foliage.	Highly effective. Fast breakdown.	Extremely toxic to fish, avoid contact with waterbodies.	leaf eating caterpillars and beetles
*Ryania (Natural Grow™)	Powder derived from roots of South American plant Ryania speciosa.	Stomach poisoning, specifically the calcium channels and muscles.	Dust on insects or affected foliage.	Less damaging to environment than synthetic insecticides.	Ryania is only recommended when all other forms of pest control have failed	corn borers, cranberry fruitworm, coddling moth, oriental fruitmoth, cotton boll worm
Sulfur (Safer™)	Premixed spray on liquid.	Forms sulfide and inhibits enzymes.	Apply to leaf surface, top and bottom.	Naturally derived. Less toxic than most fungicides	Can cause eye irritation. Action only preventative in nature.	powdery mildew, black spot, rust, scab, and damping off virus
*Use only when all other forms of pest control have proven ineffective.						



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APPENDIX B

Example Maintenance Checklists

(Drainage Design and Erosion Control Manual, Thurston County, 1994)

Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	Problem	Conditions to Check For	Conditions That Should Exist
M/S	General	Trash & debris buildup in pond	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M		Poisonous vegetation	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M/S		Fire hazard or pollution	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M		Vegetation not growing or is overgrown	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M		Rodent holes	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M		Insects	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
A	Storage area	Sediment buildup in system	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design. A sediment trapping area is installed to reduce sediment transport into infiltration area.
A		Storage area drains slowly (more than 48 hours) or overflows	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Additional volume is added through excavation to provide needed storage. Soil is aerated and reworked to improve drainage. Contact the City for information on its requirements regarding excavation.
M		Sediment trapping area	Any sediment and debris filling area to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
One Time		Sediment trapping area not present	Sumpwater enters infiltration area directly without treatment.	Add a trapping area by constructing a sump for settling of solids. Segregate settling area from rest of facility. Contact City for guidance.
M	Rock filters	Sediment and debris	By visual inspection little or no water flows through filter during heavy rain storms.	Replace gravel in rock filter.

If you are unsure whether a problem exists, please contact the jurisdiction and ask for technical assistance.

Maintenance Checklist for Access Roads/Easements

Frequency	Drainage System Feature	Problem	Conditions to Check For	Conditions That Should Exist
One Time	General	No access road exists	If ponds or other drainage system features needing maintenance by motorized equipment are present, either an access road or access from public streets is required.	Determine whether an easement to drainage feature exists. If yes, obtain City permits and construct gravel (or equal) access road. If not, report lack of easement to City attention.
M		Blocked roadway	Debris which could damage vehicle tires (glass or metal)	Roadway free of debris which could damage tires.
A			Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
A			Any obstructions restricting the access to less than 15 feet width.	Obstruction removed to allow at least a 15-foot-wide access.
AS	Road surface	Settlement, potholes, mud spots, ruts	When any surface defect exceeds 6 inches in depth and 6 square feet in area. In general, any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mud spots, or ruts. Occasionally application of additional gravel or pre-tam rock will be needed.
M		Vegetation in road surface	Woody growth that could block vehicular access. Excessive weed cover.	Remove woody growth at early stage to prevent vehicular blockage. Cut back weeds if they begin to encroach on road surface.
M/S	Shoulders and ditches	Erosion damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.

If you are unsure whether a problem exists, please contact the jurisdiction and ask for technical assistance.
 Comments:

Key
 A = Annual (March or April preferred)
 M = Monthly (see schedule)
 S = After major storms

Maintenance Checklist for Conveyance Systems (Pipes, Ditches, and Swales)

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	Pipes		Sediment & debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damages (rusted, bent, or crushed)	Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%).	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Remove trash and debris and dispose as prescribed by City Waste Management Section.
M,S	Open ditches		Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Ditch cleaned of all sediment and debris so that it matches design.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Water flows freely through ditches. Grassy vegetation should be left alone.
A			Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movements of water through ditches.	See Ponds Checklist.
M			Erosion damage to slopes	See Ponds Checklist.	Replace rocks to design standard.
A			Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	See Catch Basins Checklist.

Varies	Catch Basins			See Catch Basins Checklist.	See above for Ditches.
M,S	Swales		Trash & debris	See above for Ditches.	See above for Ditches.
M			Sediment buildup	See above for ditches.	Vegetation may need to be replanted after cleaning.
M			Vegetation not growing or overgrown	Grass cover is sparse and weedy or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Maintain grass height at a minimum of 6 inches for best stormwater treatment. Remove woody growth, recontour, and reseed as necessary.
M,S			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
M			Conversion by homeowner to incompatible use	Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A			Swale does not drain	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.

If you are unsure whether a problem exists, please contact the jurisdiction and ask for technical assistance.

Key

- A=Annual (March or April preferred)
- M=Monthly (see schedule)
- S=After major storms

Frequency	Drainage System Feature	Problem	Conditions to Check For	Conditions That Should Exist
M	General	Weeds (nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
M		Safety hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
M,S		Trash or litter	See Ponds Checklist.	See Ponds Checklist.
M,S		Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
A	Trees and shrubs	Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
M			Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A			Trees or shrubs which 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.

Maintenance Checklist for Grounds (Landscaping)

If you are unsure whether a problem exists, please contact the jurisdiction and ask for technical assistance.

Comments:

Key

- A = Annual (March or April preferred)
- M = Monthly (see schedule)
- S = After major storms



Maintenance Checklist for Ponds

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	General		Trash & debris buildup in pond	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper	Remove trash and debris and dispose as prescribed by City Waste management Section.
M,S			Trash rack plugged or missing	Bar screen over outlet more than 25% covered by debris or missing.	Replace screen. Remove trash and debris and dispose as prescribed by City Waste Management Section.
M			Poisonous vegetation	Any poisonous vegetation which may constitute a hazard to the public. Examples of poisonous vegetation include: tansy ragwort, poison oak, stinging nettles, devilsclub.	Remove poisonous vegetation. Do not spray chemicals on vegetation without obtaining guidance from the Cooperative Extension Service and approval from the City.
M,S			Fire hazard or pollution	Presence of chemicals such as natural gas, oil, and gasoline, obnoxious color, odor, or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor, or contamination.
M			Vegetation not growing or is overgrown	For grassy ponds, grass cover is sparse and weedy or is overgrown. For wetland ponds, plants are sparse or invasive species are present.	For grassy ponds, selectively thatch, aerate, and reseed ponds. Grass cutting unnecessary unless dictated by aesthetics. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Contact the Cooperative Extension Service for direction on invasive species such as purple

				loosestrife and reed canary grass. Pond bottoms should have uniform dense coverage of desired plant species.
M			Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes. Rodents destroyed and dam or berm repaired. Contact the Thurston County Health Department for guidance.
M			Insects	When insects such as wasps and hornets interfere with maintenance activities, or when mosquitoes become a nuisance. Insects destroyed or removed from site. Contact Cooperative Extension Service for guidance.
A			Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, or equipment movements). If trees are not interfering with access, leave trees alone. Trees do not hinder maintenance activities. Selectively cultivate trees such as alders for firewood.
M	Side slopes of pond		Erosion on berms or at entrance/exit	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion. Find causes or erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
M	Storage area		Sediment buildup in a pond	Accumulated sediment that exceeds 10% of the designed pond depth. Buried or partially buried outlet structure probably indicates significant sediment deposits. Sediments cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
A	Pond dikes		Settlements	Any part of dike which has settled 4 inches lower than the design elevation. Dike should be built back to the design elevation.
A	Emergency overflow/spillway		Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any Replace rocks to design standards.

				exposure of native soil	
One Time	Emergency overflow/spillway		Overflow missing	Side of pond has no area with large rocks to handle emergency overflows.	Contact City for guidance.

If you are unsure whether a problem exists, please contact the Jurisdiction and ask for technical assistance.

Key

- A=Annual (March or April preferred)
- M=Monthly (see schedule)
- S=After major storms

Maintenance Checklist for Fencing/Shrubbery Screen/Other Landscaping

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M	General		Missing or broken parts/dead shrubbery	Any defect in the fence or screen that permits easy entry to a facility.	Fence is mended or shrubs replaced to form a solid barrier to entry.
M/S			Erosion	Erosion has resulted in an opening under a fence that allows entry by people or pets.	Replace soil under fence so that no opening exceeds 4 inches in height.
M			Unruly vegetation	Shrubbery is growing out of control or is infested with weeds	Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	Wire Fences		Damaged parts	Posts out of plumb more than 6 inches.	Posts plumb to within 1 1/2 inches of plumb.
A				Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
A				Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
A				Missing or loose tension wire.	Tension wire in place and holding fabric
A				Missing or loose barbed wire that is sagging more than 2 1/2 inches between posts.	Barbed wire in place with less than 3/4 inch sag between posts.
A				Extension arm missing, broken, or bent out of shape more than 1 1/2 inches.	Extension arm in place with no bends larger than 3/4 inch.
A				Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
M			Openings in fabric	Openings in fabric are such that an 8-inch-diameter ball could fit through.	No openings in fabric.

If you are unsure whether a problem exists, please contact the Jurisdiction and ask for technical assistance.

Comments:

Key

- A = Annual (March or April preferred)
- M = Monthly (see schedule)
- S = After major storms



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Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	General		Trash, debris, and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%	No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.
M				Sediment or debris (in the basin) that exceeds 1/3 of the depth from the bottom of basin to invert of the lowest pipe into or out of the basin.	No sediment or debris in the catch basin. Catch basin is dug out and clean.
M,S				Trash debris in any inlet or pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
M			Structural damage to frame and/or top slab	Corner of frame extends more than 3/4 inch past curb face into the street (if applicable).	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (intent is to make sure all material is running into the basin).	Top slab is free of holes and cracks.
M				Frame no sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
A			Settlement/	Basin has settled more than	Basin replaced or



			misalignment	1 inch or has rotated more than 2 inches out of alignment.	repaired to design standards. Contact a professional engineer for evaluation.
M,S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, and gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.
M,S			Outlet pipe is clogged with vegetation	Vegetation or roots growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present.

If you are unsure whether a problem exists, please contact the Jurisdiction and ask for technical assistance.

Comments:

Key

- A=Annual (March or April preferred)
- M=Monthly (see schedule)
- S=After major storms

**EXHIBIT C
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE POINTE**

STORM MAINTENANCE PLAN

[See attached 23 pages]



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INSTRUCTIONS

The following pages contain maintenance needs for most of the components that are part of your drainage system, as well as for some components that you may not have. Let us know if there are any components that are missing from these pages. Ignore the requirements that do not apply to your system. You should plan to complete a checklist for all system components on the following schedule:

1. Monthly from November through April.
2. Once in late summer (preferably September).
3. After any major storm event (use 1-inch in 24 hours as a guideline), items marked "S" only.

Using photocopies of these pages, check off the problems you looked for each time you did an inspection. Add comments on problems found and actions taken. Keep these "checked" sheets in your files, as they will be used to write your annual report. The annual report is due on or before May 15th of each calendar year. Some items do not need to be looked at every time an inspection is done. Use the suggested frequency at the left of each item as a guideline for your inspection.

You may call the City of Lacey at (360) 491-5600 for technical assistance. Please do not hesitate to call, especially if you are unsure whether a situation you have discovered may be a problem.



**ATTACHMENT "A": MAINTENANCE PROGRAM
COVER SHEET**

Name of Project or Subdivision:

Address (if commercial) or Major Street and Cross Street (if subdivision):

Name of Contact Person:

Phone Number:

Inspection Period:

Number of Sheets Attached:

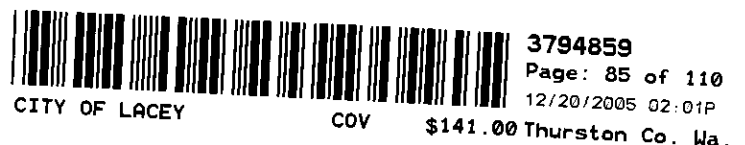
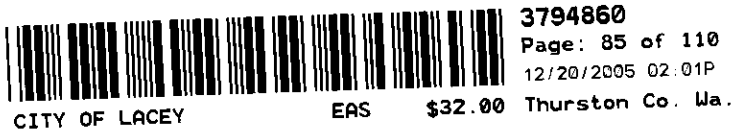
Date Inspected:

Name of Inspector:

Inspector's Signature:

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ATTACHMENT "A" MAINTENANCE PROGRAM

If you are unsure whether a problem exists, please contact the City of Lacey and ask for technical assistance.

Key: A = Annual (March or April preferred) M = Monthly (see schedule)
 S = After major storms

Maintenance Checklist for Closed Detention Systems (Pipes/Tanks)

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M	Storage area (pipe tank)		Plugged air vents (small pipe that connects catch basin to storage pipe)	One-half of the end area of a vent is blocked at any pint with debris and sediment. Plugged vent can cause storage area to collapse.	Vents free of debris and sediment
M			Debris and sediment	Accumulated sediment depth exceeds 15% of diameter. Example: 72" storage tank would require cleaning when sediment reaches depth of 10 inches.	All sediment and debris removed from storage area. Contact City Public Works for Guidance on sediment removal and disposal.
A			Joints between tank/pipe section	Any crack allowing material to leak into facility.	All joints between tank/pipe sections are sealed.
A			Tank/pipe bent out of shape.	Any part of tank/pipe is noticeably bent out of shape.	Tank/pipe repaired or replaced to design. Contact a professional engineer for evaluation.
M,S	Manhole		Cover not in place.	Cover is missing or only partially in place. Any manhole requires maintenance.	Manhole is closed.
A			Locking Mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have less than 1/2" of thread (may not apply to self-locking lids).	Mechanism opens with proper tools.
A			Ladder rungs unsafe	Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks.	Ladder meets design standards and allows maintenance persons safe access.

Comments:



Key: A = Annual (March or April preferred) M = Monthly (see schedule)
 S = After major storms

**Maintenance Checklist for Control Structure/Flow Restrictor
 (structure that control rate at which water exits facility)**

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M	Structure		Trash & Debris (includes sediment)	Distance between debris buildup and bottom of orifice plate is less than 1-1/2 feet.	All trash and debris removed.
A			Structural damage	Structure is not securely attached to manhole wall and outlet pipe structure should support at least 1,000 pounds of up or down pressure.	Structure securely attached to wall and outlet pipe.
A				Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
A				Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.
M				Any holes - other than designed holes - in the structure.	Structure has no holes other than designed holes.
A				Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
M, S				Chain leading to gate is missing or damaged.	Chain is in place and works as design standards.
A				Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
M, S			Obstructions	any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
M, S	Overflow pipe		Obstructions	any trash, debris, blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.

Comments:

Key: A = Annual (March or April preferred) M = Monthly (see schedule)
 S = After major storms

Maintenance Checklist for Catch Basins and Inlets

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M, S	General		Trash, debris, and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 15%.	No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.
M, S				Trash or debris in any inlet or pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
M			Structural damage to frame and/or top slab.	Corner of frame extends more than 3/4 inch past curb face into the street (if applicable).	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (intent is to make sure all material is running into the basin).	Top slab is free of holes and cracks.
M				Frame not sitting flush on top slab, i.e., separation of more than 1/4 inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
A			Settlement/Misalignment	Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
M, S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil and gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.
M, S			Outlet pipe is clogged with vegetation	Vegetation or roots growing in inlet/outlet	No vegetation or root growth present.



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Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
				pipe joints that is more than six inches tall and less than six inches apart.	

Comments:



Key: A = Annual (March or April preferred) M = Monthly (see schedule)
 S = After major storms

Maintenance Checklist for Ponds

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M, S	General		Trash & debris buildup in pond	Dumping of yard wastes such as grass, clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam and coated paper.	Remove trash and debris and dispose as prescribed by the City.
M, S			Trash rack plugged or missing	Bar screen over outlet more than 25% covered by debris or missing.	Replace screen. Remove trash and debris and dispose as prescribed by the City.
M			Poisonous vegetation	Any poisonous vegetation which may constitute a hazard to the public. Examples of poisonous vegetation include: tansy ragwort, poison oak, stinging nettles, devilsclub.	Remove poisonous vegetation. Do not spray chemicals on vegetation without obtaining guidance from the Cooperative Extension Service and approval from the City.
M, S			Fire hazard or pollution	Presence of chemicals such as natural gas, oil, and gasoline, obnoxious color, odor, or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor, or contamination.
M			Vegetation not growing or is overgrown	For grassy ponds, grass cover is sparse and weedy or is overgrown. For wetland ponds plants are sparse or invasive species are present.	For grassy ponds, selectively thatch, aerate, and reseed ponds. Grass cutting unnecessary unless dictated by aesthetics. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Contact the cooperative Extension Service for direction on invasive species such as purple loosestrife and reed canary grass. Pond bottoms should have uniform dense coverage of desired plant species.
M			Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. Contact the Thurston County Health Department for guidance.

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M			Insects	When insects such as wasps and hornets interfere with maintenance activities, or when mosquitoes become a nuisance.	Insects destroyed or removed from site. Contact Cooperative Extension Service for guidance.
A			Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, or equipment movements). If trees are not interfering with access, leave trees alone.	Trees do not hinder maintenance activities. Selectively cultivate trees such as alders for firewood.
M	Side slopes of pond		Erosion on berms or at entrance/exit.	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion.	Find causes of erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s); i.e., rock reinforcement, planting of grass, compaction.
M	Storage area		Sediment buildup in pond	Accumulated sediment that exceeds 10% of the designed pond depth. Buried or partially buried outlet structure probably indicates significant sediment deposits.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
A	Pond dikes		Settlements	Any part of dike which has settled 4 inches lower than the design elevation.	Dike should be built back to the design elevation.
A	Emergency overflow/s pillway		Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standards.
One Time	Emergency overflow/s pillway		Overflow missing	Side of pond has no area with large rocks to handle emergency overflows.	Contact City of guidance.

Comments:

Key: A = Annual (March or April preferred) M = Monthly (see schedule)
 S = After major storms

Maintenance Checklist for Infiltration Systems

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M, S	General		Trash & debris buildup in pond	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M			Poisonous vegetation	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M, S			Fire hazard or pollution	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M			Vegetation not growing or is overgrown	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M			Rodent holes	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M			Insects	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
A	Storage area		Sediment buildup in system	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design. A sediment trapping area is installed to reduce sediment transport into infiltration area.
A			Storage area drains slowly (more than 48 hours) or overflows	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Additional volume is added through excavation to provide needed storage. Soil is aerated and rototilled to improve drainage. Contact the City for information on its requirements regarding excavation.
M			Sediment trapping area	Any sediment and debris filling area to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
One time			Sediment trapping area not present	Stormwater enters infiltration area directly without treatment.	Add a trapping area by constructing a sump for settling of solids. Segregate settling area from rest of facility. Contact City for guidance.
M	Rock Filters		Sediment and debris	By visual inspection little or no water flows through filter during heavy rain storms.	Replace gravel in rock filter.

Comments:

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Maintenance Checklist for Energy Dissipators

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
A	Rock pad		Missing or moved rock	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standard.
A	Rock-filled trench for discharge from pond		Missing or moved rock	Trench is not full of rock.	Add large rock (± 30 lbs. each) so that rock is visible above edge of trench.
M	Dispersion trench		Pipe plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed.
M			Perforation plugged	Over ½ of perforation in pipe are plugged with debris and sediment.	Clean or replace perforated pipe.
M, S			Not discharging water properly	Visual evidence of water discharging at concentrated points along trench (normal conditions is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench must be redesigned or rebuilt to standard. Elevation of lip of trench should be the same (flat) at all points.
M, S			Water flows out top of "distributor" catch basin	Maintenance person observes water flowing out during any storm less than the design storm or it is causing or appears likely to cause damage.	Facility must be rebuilt or redesigned to standards. Pipe is probably plugged or damaged and needs replacement.
M, S			Receiving area over-saturated	Water in receiving area is causing or has potential of causing landslide.	Stabilize slope with grass or other vegetation, or rock if condition is severe.

Comments:

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Maintenance Checklist for Fencing/Shrubbery Screen/Other Landscaping

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M	General		Missing or broken parts/dead shrubbery	Any defect in the fence or screen that permits easy entry to a facility.	Fence is mended or shrubs replaced to form a solid barrier to entry.
M, S			Erosion	Erosion has resulted in an opening under a fence that allows entry by people or pets.	Replace soil under fence so that no opening exceeds 4 inches in height.
M			Unruly vegetation	Shrubbery is growing out of control or is infected with weeds.	Shrubbery is trimmed and weeded to provide appealing aesthetics. Do not use chemicals to control weeds.
A	Wire fences		Damaged parts	Posts out of plumb more than 6 inches.	Posts plumb to within 1 ½ inches of plumb.
A				Top rails bent more than 6 inches.	To rail free of bends greater than 1 inch.
A				Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
A				Missing or loose tension wire.	Tension wire in place and holding fabric.
A				Missing or loose barbed wire that is sagging more than 2 ½ inches between posts.	Barbed wire in place with less than ¾ inch sag between posts.
A				Extension arm missing, broken, or bent out of shape more than 1 ½ inches.	Extension arm in place with no bends larger than ¾ inch.
A			Deteriorated paint or protective coating	Part of parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
M			Openings in fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	No openings in fabric.

Comments:

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Maintenance Checklist for Gates

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M	General		Damaged or missing components	Gate is broken, jammed or missing.	Pond has a functioning gate to allow entry of people and maintenance equipment such as mowers and backhoes. If a lock is used, make sure City Stormwater field staff have a key.
M				Broken or missing hinges such that gate cannot be easily opened and closed by a maintenance person.	Hinges intact and lubed. Gate is working freely.
A				Gate is out of plumb more than 6 inches and more than 1 foot out of design alignment.	Gate is aligned and vertical.
A				Missing stretcher bar, stretcher bands and ties.	Stretcher bar, bands, and ties in place.

Comments:



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**Maintenance Checklist for Conveyance Systems
 (Pipes, Ditches, and Swales)**

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M, S	Pipes		Sediment & debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damaged (rusted, bent, or crushed)	Protective coating is damaged, rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%).	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
M, S	Open Ditches		Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as proscribed by City Waste Management Section.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
A			Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movements of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
M			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
A			Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standard.
Varies	Catch Basins			See Catch Basins Checklist.	See Catch Basins Checklist.
M, S	Swales		Trash & debris	See above for Ditches.	See above for Ditches.
M			Sediment Cleanup	See above for Ditches.	Vegetation may need to be replanted after cleaning.
M			Vegetation not growing or overgrown	Grass cover is sparse and weedy or areas are	Aerate soils and reseed and mulch bare areas. Maintain

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
				overgrown with woody vegetation.	grass height at a minimum of 6 inches for best stormwater treatment. Remove woody growth recontour, and reseed as necessary.
M, S			Erosion damage to slopes	See Ponds Checklist	See Ponds Checklist
M			Conversion by homeowner to incompatible use	Swales has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A			Swale does not drain	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 is possible. If grade is less than 1% underdrains may need to be installed.

Comments:



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Maintenance Checklist for Grounds (Landscaping)

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
M	General		Weeds (nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
M			Safety hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
M, S			Trash or litter	See Ponds Checklist	See Ponds Checklist
M, S			Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
A	Trees and shrubs		Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
M				Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A				Trees or shrubs which 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.

Comments:

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Maintenance Checklist for Access Roads/Easements

Frequency	Drainage Systems Feature	✓	Problem	Conditions to Check For	Conditions That Shall Exist
One Time	General		No access road exists	If ponds or other drainage system features needing maintenance by motorized equipment are present, either an access road or access from public streets is required.	Determine whether an easement to drainage feature exists. If yes, obtain City permits and construct gravel (or equal) access road. If not, report lack of easement to City.
M			Blocked roadway	Debris which could damage vehicle tires (glass or metal).	Roadway free of debris which could damage tires.
A				Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
A				Any obstructions restricting the access to less than 15 feet width.	Obstruction removed to allow at least a 15 foot wide access.
A, S	Road surface		Settlement, potholes, mush spots and ruts	When any surface defect exceeds 6 inches in depth and 6 square feet in area. In general any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots or ruts. Occasionally application of additional gravel or pitrun rock will be needed.
M			Vegetation in road surface	Woody growth that could block vehicular access. Excessive weed cover.	Remove woody growth at early stage to prevent vehicular blockage. Cut back weeds if they begin to encroach on road surface.
M, S	Shoulders and ditches		Erosion damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.

Comments:

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ATTACHMENT B

POLLUTION SOURCE CONTROL PROGRAM

Site Address

The proposed project site sits within the southeast quarter of Section 32, Township 19 North, Range 1 West of the Willamette Meridian, City of Lacey, Washington. The western boundary of the site abuts the Chehalis Western Trail, the southern boundary of the site is adjacent undeveloped parcels of the Lacey Corporate Center, the eastern boundary of the site is adjacent to the existing Lacey Park Apartments, and the northern boundary of the site is adjacent to the existing Lexington Div. II Development.

Introduction

The Pointe is a proposed 88-lot single-family residential townhouse subdivision that encompasses an area of approximately 11 acres. The proposed lots will be served by public roads with an enclosed public storm conveyance system, and will also be served by City of Lacey water and sanitary sewer.

Drainage from the developed site will be directed to a proposed detention tank before being released to a bioswale to provide stormwater treatment. The proposed bioswale will then discharge to a retention pond, which will infiltrate the runoff.

Plan Goal

The goal of this plan is to provide means of ensuring that the drainage from the site is adequately conveyed to the public conveyance lines and to the bioswale/retention pond described previously.

The actions we take each day in and around our homes have a profound effect on stormwater quality in this region. Small amounts of pollution from many different sources can significantly affect our waterways. Yard maintenance, waste storage, car washing and maintenance are some of the activities that can adversely impact water quality. The best management practices (BMP's) discussed in this section are practical ways to keep stormwater from becoming polluted in the first place.

Preventative BMP's

The catch basins shall have stenciled next to them "DUMP NO WASTE-DRAINS TO GROUNDWATER." All catch basins and yard drains are to have sumps to allow large particulate to settle without being introduced to the main conveyance lines. Also, the sumps will facilitate in maintaining and cleaning the system.

3.1 Automobile Washing


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Most residents wash their cars in the driveway or on the street. Wash waters typically flow to a storm drain or ditch, which discharges stormwater directly to the nearest stream, lake or to Puget Sound. Soaps and detergents, even the biodegradable ones, can have immediate and long-term effects on critters living in water bodies. The grime washed off the car also contains a variety of pollutants that can harm fish and wildlife.

Suggested BMP's

- Wash your car directly over your lawn or make sure the wash water drains to a vegetated area. This allows the water and soap to soak into the ground instead of running off into a local water body.
 - Ideally, no soaps or detergents should be used, but if you do use one, select one without phosphates.
 - Sweep driveways and street gutters before washing vehicle to clean up dirt, leaves, trash and other materials that may flow to the storm drain along with your wash water. This helps reduce storm drain maintenance costs as well as protect water quality.
 - Commercial products are available that allow you to clean a vehicle without water. These were developed by areas where water is scarce, so a water saving benefit is realized as well as reduced pollution.
 - Use a nozzle on your hose to save water.
 - Do not wash your car if rain is expected.
 - Consider not washing your car at home. Take it to a commercial car wash that has a recycle system and discharges wastewater to the sanitary sewer for treatment.
- Automobile Maintenance

Many of us are “weekend mechanics.” We enjoy the cost savings of changing our own oil and antifreeze, topping off the battery with water, and generally making our car perform its best. There are many potentials for stormwater pollution associated with these activities, however, the following BMP's will help you minimize pollution while servicing your car.

Required BMP's

- Recycle all oils, antifreeze, solvents and batteries. Many local car parts dealers and gas stations accept used oil. Old batteries can actually be worth money. Call shops listed under **Batteries** in the Yellow Pages of the phone book to find out if they are paying for used batteries.
- Never dump new or used automotive fluids or solvents on the ground, in a storm drain or street gutter, or in a water body. Eventually, it will make its way to local surface waters or groundwater, including the water we drink.



- Do not mix wastes. The chlorinated solvents in some carburetor cleaners can contaminate a huge tank of used oil, rendering it unsuitable for recycling. Always keep your wastes in separate containers, which are properly labeled and store them out of the weather.

Suggested BMP's

- To dispose of oil filters, punch a hole in the top and let drain for 24 hours. This is where a large funnel in the top of your oil storage container will come in handy. After draining, wrap in 2 layers of plastic and dispose of in your regular garbage or recycle by taking it to a local household hazardous waste facility. Pending State law may make disposal in your home garbage illegal, so please call the Hazardous Waster line at 1-800-287-6429 for up-to-date information.
 - Use care in draining and collecting antifreeze to prevent accidental spills. Spilled antifreeze can be deadly to cats and dogs that ingest it.
 - Perform your service activities on concrete or asphalt or over a plastic tarp to make spill clean up easier. Keep a bag of kitty litter on hand to absorb spills. Sprinkle a good layer on the spill, let it absorb for a little while and then sweep it up. Place the contaminated litter in a plastic bag, tie it up, and dispose of it in your regular garbage. Take care not to leave kitty litter out in the rain; it will form a sticky goo that is hard to clean up.
 - If you are doing bodywork outside, be sure to use a tarp to catch material resulting from grinding, sanding and painting. Dispose of this waste by double bagging in plastic and placing in your garbage.
- Storage of Solid Wastes and Food Wastes

Improper storage of food and solid waste at residences can lead not only to water pollution problems, but problems with neighborhood pets and vermin as well. Following the BMP's listed below can help keep your property a clean and healthy place to live.

Suggested BMP's

- All waste containers kept outside should have lids.
- Leaking waste containers should be replaced.
- Store waste containers under cover if possible, or on grassy areas.
- Inspect the storage areas regularly to pick up loose scraps of material and dispose of them properly.
- Recycle as much as you can. Look under "Recycling" in the phone book for firms, which take other recyclables.

- Purchase products, which have the least amount of packaging materials.
- Compost biodegradable materials such as grass clippings and vegetable scraps instead of throwing them away.
- A fun alternative to traditional composting is worm composting. You can let worms do all the work for you by keeping a small vermiculture box just outside your kitchen.

3.4 Composting

- Compost piles must be located on an unpaved area where runoff can soak into the ground or be filtered by grass and other vegetation. Compost piles should be located in an area of your yard not prone to water ponding during storms, and should be kept well away from wetlands, streams, lakes and other drainage paths.
- Avoid putting hazardous or non-decomposable waste in the pile.
- Cover the compost pile for two reasons:
 - To keep stormwater from washing nutrients into waterways.
 - To keep excess water from cooling down the pile, which will slow down the rate of decomposition.
- Build bins of wood, chicken wire or fencing material to constrain compost so it cannot be washed away.
- Building a small earthen dike around your compost pile is an effective means of preventing nutrient-rich compost drainage from reaching stormwater paths.



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3.5 Yard Maintenance and Gardening

This section deals with the normal yard maintenance activities we all perform at our homes. Over watering, over fertilizing, improper herbicide application and improper disposal of trimmings and clippings can all contribute to serious water pollution problems. Follow the BMP's listed below will help alleviate pollutant runoff.

Required BMP's

- Follow the manufacturer's directions exactly for mixing and applying herbicides, fungicides and insecticides, and use them sparingly. Never apply when it is windy or when rain is expected. Never apply over water, within 100 feet of a wellhead, or adjacent to streams or other water bodies. Triple-rinse empty containers, using the rinsate for mixing your next batch of spray, and then double-bag and dispose of the empty container in your regular garbage.
- Never dispose of grass clippings or other vegetation in or near storm drains, streams, lakes or Puget Sound.

Suggested BMP's

- Follow manufacturer's directions when applying fertilizers. More is not better, either for your lawn or for local water bodies. Never apply fertilizers over water or adjacent to ditches, streams or other water bodies. Remember that organic fertilizers have a slow release of nitrogen, and less potential to pollute than synthetic fertilizers.
- Save water and prevent pollution problems by watering your lawn sensibly. Lawns and gardens typically need the equivalent of 1-inch of rainfall per week. You can check on how you are doing by putting a wide mouth jar out where you are sprinkling, and measure the water with a small plastic ruler. Over watering to the point of runoff can carry polluting nutrients to the nearest water body.
- Consider planting a vegetated buffer zone adjacent to streams or other water bodies on your property.
- Make sure all fertilizers and pesticides are stored in a covered location. Rain can wash the labels off of bottles and convert 50 pounds of fertilizer into either a solid lump or a river of nutrients.
- Compost all yard clippings, or use them as mulch to save water and keep down weeds in your garden. See **Composting** section for more information.
- Practice organic gardening and virtually eliminate the need to use pesticides and fertilizers.

- Pull weeds instead of spraying and get some healthy exercise, too. If you must spray, use the least toxic formulations that will get the job done.
- Work fertilizers into the soil instead of letting them lie on the ground surface exposed to the next rainstorm.
- Contact your local garbage hauler for curbside pickup and recycling of yard waste.

3.7 Household Hazardous Material Use, Storage, and Disposal

Once we really start looking around our houses, the amount of hazardous materials we have on site is a real eye-opener. Oil-based paints and stains, paint thinner, gasoline, charcoal starter fluid, cleaners, waxes, pesticides, fingernail polish remover, and wood preservatives are just a few that most of us have around the house.

When products such as these are dumped on the ground or in a storm drain, they can be washed directly to receiving waters where they can harm fish and wildlife. They can also infiltrate into the ground and contaminate drinking water supplies. The same problem can occur if they are disposed of with your regular garbage; the containers can leak at the landfill and contaminate groundwater. The same type of contamination can occur if hazardous products are poured down a sink or toilet into a septic system. Do not pour them down the drain if you are on municipal sewers, either. Many compounds will “pass through” the wastewater treatment plant without treatment and contaminate receiving waters, or they can harm the biological process used at the treatment plant, reducing overall treatment efficiency.

With such a diversity of hazardous products present in all homes, a large potential for serious environmental harm exists if improper methods of storage, usage and disposal are employed. Using the following BMP’s will help keep these materials out of our soils, sediments and waters.

Required BMP’s

- Dispose of hazardous materials and their containers properly. Never dump products labeled as *poisonous, corrosive, caustic, flammable, inflammable, volatile, explosive danger, warning, caution or dangerous* outdoors, in a storm drain, or into sinks, toilets or drains. Call the Hazardous Waster Line at 1-800-287-6429 for information on disposal methods, collection events, and alternative products.

Suggested BMP's

- Check containers containing hazardous materials frequently for signs of leakage. If a container is rusty and has the potential of leaking soon, place it in a secondary container before the leak occurs and prevent a clean-up problem.
- Store hazardous materials containers under cover and off the ground. Keep them out of the weather to avoid rusting, freezing, cracking, labels being washed off, etc.
- Hazardous materials should be stored out of reach of children. Never transfer to or store these materials in food or beverage containers, which could be misinterpreted by a child as something to eat or drink.
- Keep appropriate spill cleanup materials on hand. Kitty litter is good for may oil-based spills.
- Ground cloths and drip pans must be used under any work outdoors, which involves hazardous materials such as oil-based paints, stains, rust removers, masonry cleaners, and others bearing label warnings as outlined above.
- Latex points are not a hazardous waste, but are not accepted in liquid form at the landfill. To dispose, leave uncovered in a protected place until dry. Then place in the garbage. If you wish to dry waste paint quickly, just pour kitty litter in the can to absorb the paint. Once paint is dry, leave the lid off when you place it in the garbage so our garbage collector can see that it is no longer liquid.
- Use less toxic products whenever possible. The Hazardous Waste Line at 1-800-287-6429, and the Washington Toxics Coalition at (206) 632-1545 have information detailing alternatives to toxic products.
- If an activity involving the use of a hazardous material can be moved indoors out of the weather, then do so. Make sure you can provide proper ventilation, however.
- Follow manufacturer's directions in the use of all materials. Over-application of yard chemicals, for instance, can result in the washing of these compounds into receiving water bodies. Never apply pesticides when rain is expected.
- When hazardous materials are in use, place the container inside a tub or bucket to minimize spills.

Treatment BMP's

Water quality treatment is provided within a bioswale.

Inspection

See Attachment 'A'.

Maintenance

See Attachment 'A'.

Person of Responsibility

Once the site is constructed, maintenance of the storm drainage facilities within the public right-of-way will become the responsibility of the City of Lacey. Maintenance of the stormwater facilities within Tract G will become the responsibility of The Pointe Home Owners Association.

Plan and/or Information Updates

The City of Lacey is to review and approve any changes to this Stormwater Pollution Prevention Plan prior to changes in its implementation.

Inspection/Maintenance Checklist

See Attachment 'A'.



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**EXHIBIT D
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE POINTE**

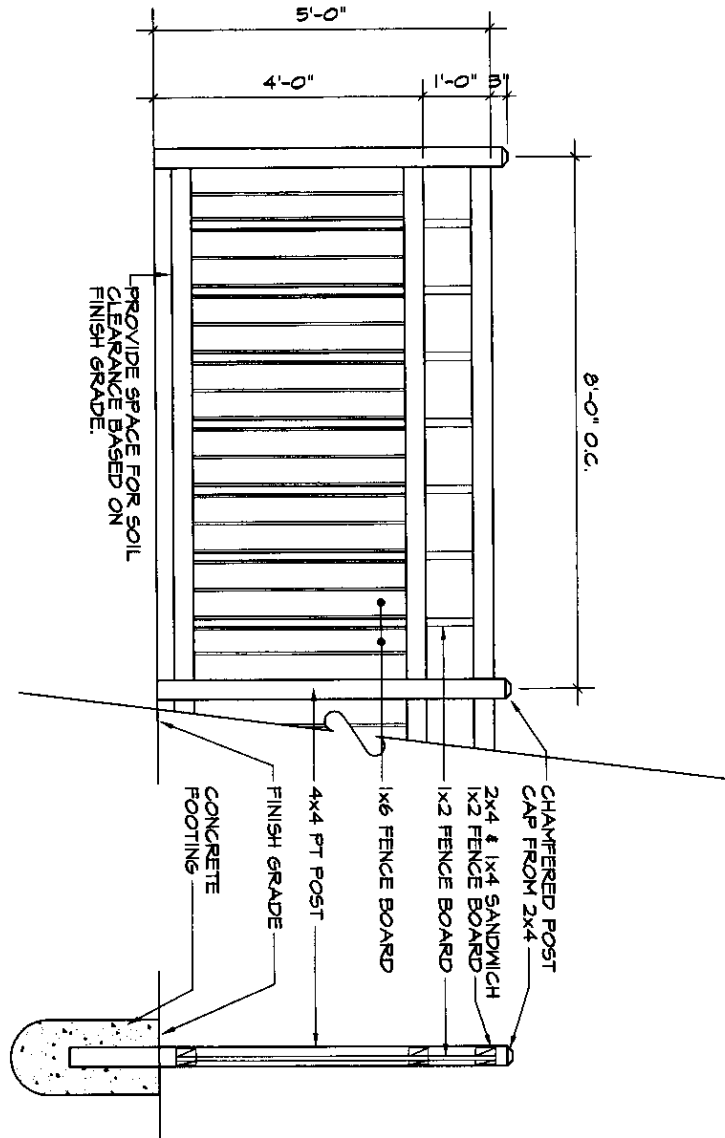
FENCE REQUIREMENTS

[See attached 2 pages]

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TYPICAL 5' CEDAR FENCE W/ LATTICE DIAGRAM



- NOTE
1. TIGHT KNOT CEDAR
 2. ALL HARDWARE/FASTENERS TO BE NON-FERROUS

SCALE: 3/8" = 1'-0"
 DATE: 4/28/05

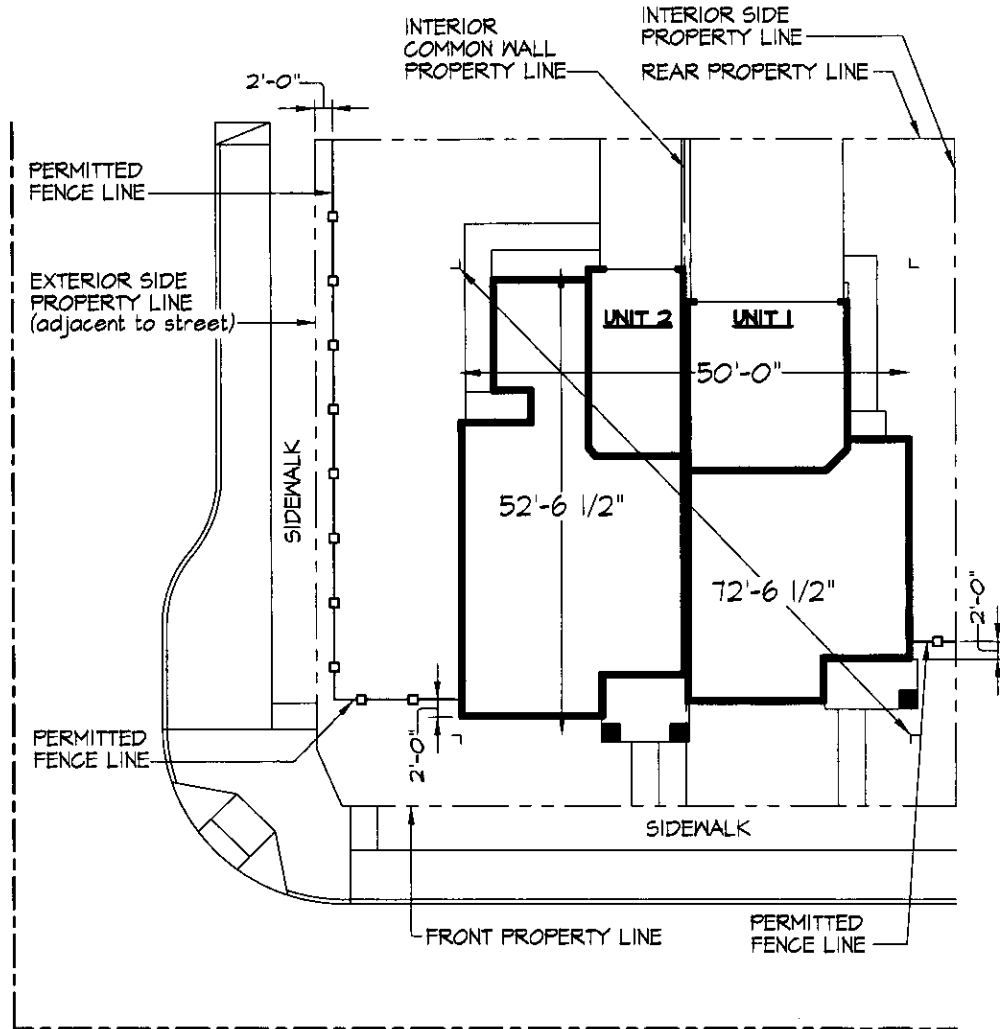

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PERMITTED FENCE LINES ON CORNER LOTS



NOTE: THE ABOVE PERMITTED FENCE LINES ARE THE CLOSEST THE FENCES MAY BE PLACED TO THE PROPERTY LINE. FENCES MAY BE PLACED FARTHER FROM THE PROPERTY LINE THAN THE MINIMUM DISTANCE SHOWN. FENCES MAY BE PLACED ON INTERIOR PROPERTY LINES EXCEPT THAT THEY MAY NOT BE PLACED WITHIN THE 2' EXTERIOR SIDE YARD PERMITTED FENCE LINE SETBACK OR BETWEEN THE FRONT 2' OF THE HOUSE AND THE STREET.



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