the acquisition of title by the purchaser or the Mortgagee shall be discharged and of no further effect only if: (i) written notice has been delivered to the Association, addressed to the person or party authorized to accept service of process on behalf of the Association, informing the Association of the purchaser's or Mortgagee's intent to acquire ownership of such Lot by deed or other means in lieu of foreclosure and stating that the lien of the Association may be extinguished in the circumstances specified in this paragraph, and (ii) the deed in lieu of foreclosure or other means by which such ownership is acquired by such purchaser or Mortgagee is recorded, or becomes effective as a matter of record, not less than thirty (30) days after the date said notice is delivered to the Association.

(f) Future Assessments and Lien Unaffected. No conveyance or transfer of a Lot, whether voluntary, involuntary, or effected by operation or law or in lieu of foreclosure, shall discharge the Lot and any subsequent Owner(s) thereof from the liability for any assessments or charges thereafter becoming due with respect to said Lot or from the lien of any such subsequent assessments or charges.

(g) Money Judgment. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described Subsection 11.9. Recovery on any such action shall, however, operate to satisfy the lien to the extent of whatever recovery is actually realized in cash.

(h) Other Remedies. The Association shall have any other remedies available to it at law or in equity for recovery of any assessments, charges or other sums due or recoverable by it pursuant to the provisions of this Declaration or the Bylaws.

12.3 Notification of Mortgagee. The Association may, and if requested in writing by the Owner to do so, shall, notify the mortgagee(s) of any individual Lot of any default in performance of the terms of this Declaration by the Owner thereof which is not cured within sixty (60) days.

12.4 Disputes Among Owners, How Resolved. Any dispute among Owners concerning, or arising under the provisions of this Declaration, the Bylaws, any rule or regulation adopted by the Board of Directors of the Association, or any Design Guidelines, standards, actions or decisions of the Committee hereunder, shall be referred to the Board of Directors for resolution. Upon receipt of written notice of any such dispute from or on behalf of at least one of the Owners involved in such dispute, the Board of Directors may, in the exercise of its sole discretion, elect to hear and resolve such dispute or to require the disputing Owners to submit to binding arbitration as hereinafter described.

(a) Board Hearing and Decision. If the Board determines to hear and resolve any such dispute it shall notify the parties thereto within thirty (30) days following its receipt of written notice of such dispute as aforesaid and hear and resolve the matter not more than thirty (30) days thereafter. If the Board determines to hear such dispute, its decision therein shall be final and binding on the parties thereto.

(b) Board Determination Requiring Arbitration. If the Board determines to require the parties to submit to arbitration as aforesaid, it shall inform the parties of such decision by written notice within thirty (30) days following its receipt of notice of such dispute as aforesaid.

(c) Default to Arbitration. If the Board fails to advise the parties to any such dispute of its decision within the thirty (30) day period above-described, the parties to such dispute shall be required to submit said dispute to arbitration as provided for at Subsection 12.7 below.

12.5 Disputes Between Owners and Committee, How Resolved. Any dispute between any Owner(s) on the one hand, and the Committee on the other hand, concerning or arising under this Declaration; the Bylaws; any rules or regulations adopted by the Board of Directors; any Design Guidelines, or actions of the Committee, shall be resolved pursuant to Subsection 12.4 immediately above. Provided, however, no Owner shall have standing to submit any such dispute for resolution in accordance with this Subsection 12.5, unless and until such Owner shall have requested in writing that the Committee reconsider the action(s) complained of setting forth in reasonable detail the grounds based upon which the Owner will contend the Committee actions are in error, and the Committee shall have failed to alter its position to the satisfaction of the aggrieved Owner(s) within thirty (30) calendar days after the date such request for reconsideration shall have been delivered in writing to the chairperson(s) of the Committee.

12.6 Disputes Between Owners and Association, How Resolved. Any dispute between any Owner(s) on the one hand, and the Association on the other hand, concerning or arising under this Declaration, the Bylaws, any rules or regulations adopted by the Board of Directors, any Design Guidelines, or actions of the Committee shall first be subject to mediation at the election of either party to the dispute. In the event either party to such dispute elects to mediate such dispute, mediation shall be a mandatory prerequisite to arbitration.

12.7 Arbitration. Subject to any provisions elsewhere contained in this Declaration which specifically authorize an alternative means for resolution or remedy thereof, (a) all disputes among Owners or other residents of the Property, and (b) all disputes between any Owner or resident of the Property on the on hand, and the Association, the Committee, the Board of Directors, and director(s) or officer(s) or agent(s) of the Association, or any member of the Committee, on the other hand, concerning, arising out of, under or which pertain to the interpretation, violation or enforcement of the terms and provisions of this Declaration, the Bylaws of the Association, any resolutions, rules or terms and provisions of this Declaration, the Bylaws of the Association, any resolutions, rules or regulations adopted on behalf of the Association or the interpretation or enforcement thereof, any Design Guidelines, standards, actions, consent or approval, or application for consent or approval, on the part of the Committee, or any actual or alleged malfeasance, misfeasance or nonfeasance, negligent or wrongful act or omission on the part of the Board, the Committee, any such director(s), officer(s) or agent(s), shall be submitted to and resolved by arbitration before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association.

(a) Location and Costs of Arbitration. Such arbitration proceedings shall be conducted in Thurston County, Washington, and, unless otherwise determined by the arbitrator on award, the costs of such arbitration shall be borne and paid in equal shares between the parties.

(b) Discovery. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute.

(c) Basis for Monetary Awards. If the amount in controversy exceeds $2,500.00, and if requested by any party thereto, the arbitrator's decision or award shall set forth in reasonable detail the basis for, and computation of the amount of, any monetary award.

(d) Attorney Fees. A party substantially prevailing in such arbitration shall be entitled to recover from the other party or parties thereto, such reasonable amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator.

(e) Final and Binding Award; Judgment on Award. The award of the arbitrator shall be final and binding in all respects as between the parties in the proceedings. Judgment upon the arbitration award may be entered in any court having jurisdiction and there shall be no opportunity for appeal to any court except as provided under applicable Washington statutes.

(f) Equitable Remedies; Actions to Compel Arbitration. Nothing herein contained shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in any instance where injunctive relief or provisional process is, or becomes, the only reasonable and necessary remedy available under the circumstances, nor shall anything in this Section 12, affect the right of any party or person interested in any dispute subject to arbitration hereunder to commence and prosecute an appropriate proceeding to compel arbitration hereunder.

(g) Small Claims. Any terms or provisions of this Declaration to the contrary notwithstanding, nothing in this Subsection 12.7 or elsewhere contained in this Declaration shall be deemed to prevent or otherwise impair the right of any person or party seeking recovery on any claim at law for money damages only or for recovery of a sum or sums of money due, or claimed due, such party under this Declaration, not in excess of $2,500.00, exclusive of costs, from commencing and maintaining an action in the "small claims" department of the Superior Court of Washington for Thurston County. Should such an action be commenced, any party thereto other than the party who commenced such proceedings may invoke the mandatory arbitration provisions of this Subsection 12.7 and thereupon the matters in dispute shall be resolved by arbitration in the manner provided thereby.

12.8 Late Payment Fees, Expenses and Attorneys' Fees. In addition to interest as aforesaid and in the event of failure, neglect or refusal on the part of any Owner(s) to pay when due, any amount(s) assessed to or payable by such Owner(s) pursuant to this Declaration or the Bylaws, the Board may, in the exercise of its discretion, require payment by such Owner of a late payment fee equal to as much as thirty percent (30%) of the amount(s) otherwise due or the sum of $50.00, whichever is the greater amount. In addition, such Owner(s) shall pay all expenses incurred by the Association in collecting any unpaid assessments or other amount(s) due the Association or in defending the validity of a collected assessment, including attorney fees (whether or not arbitration or suit is instituted, and at trial or any appeal there from) and all other costs chargeable to an Owner pursuant to this Declaration or the Association Bylaws. All such expenses may be made subjects of an Individual Lot Assessment.

SECTION 13
MISCELLANEOUS PROVISIONS

13.1 Invalidity; Gender; Captions. Invalidity or lack of enforceability of any terms or provisions of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the remaining terms and provisions of this Declaration and the same shall be construed and enforced in such a manner as to affect the evident intent and purpose of this instrument. As used herein, the singular shall include the plural and the plural the singular. The masculine, the feminine and neuter shall each include the other as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit or impair the meaning or effectiveness of each and all of terms and provisions of this Declaration.

13.2 Amendment.

(a) Procedure and Consent. Subject to the provisions of Subsection 13.3 below, this Declaration, and any individual terms or provisions hereof from time to time in effect with respect to all or any part of the Property, may be amended or repealed by vote or written consent of not less than seventy percent (70%) of all Owners, provided that (i) no such amendment or repeal affecting the rights and obligations of the Declarant hereunder may be effected without the express written consent of the Declarant; (ii) Deleted, and (iii) no such amendment or repeal affecting the rights or obligations of less than all Owners hereunder may be effected without the express written consent of less than seventy percent (70%) of the Owners to be affected thereby.

(b) Effectiveness. Any action effecting any such amendment or repeal shall become effective only upon recordation in the deed records of Thurston County, Washington, of a certificate of Declarant prior to Turnover, and thereafter by a certificate of the president or secretary of the Association, setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

13.3 Regulatory Amendments Authorized. Notwithstanding the provisions of Subsection 13.2 of this Declaration, until the conveyance of the last Lot owned by Declarant to a third party, Declarant, acting alone and without the necessity of vote or consent of any other Owners, shall have the unqualified right to amend this Declaration in order to comply with the requirements relating to the development, construction, sale or financing of single-family and multi-family residential Improvements within the Property contained or required by the provisions of applicable statutes, ordinances, regulations or guidelines of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Washington, Thurston County or the City of Lacey, or of any corporation or other entity wholly owned, directly or indirectly, by, or agency of, the United States, the State of Washington, Thurston County or the City of Lacey, which insures, guarantees or provides financing for single-family or multi-family residential developments or lots in single-family or multi-family residential developments.

13.4 Duration and Termination of Declaration. This Declaration shall run with the lands subject hereof and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof until terminated. This Declaration may be terminated only upon approval by the vote or written consent of not less than eighty percent (80%) of all votes capable of being cast by Owners of all property then subject of this Declaration. Any such termination shall become effective only if a certificate executed by president or chairperson and secretary of the Association, certifying that termination shall become, or became, effective as of a date certain and that such termination was effected, by consent or vote of the Owners of all property then subject of this Declaration in the manner herein prescribed, shall be duly acknowledged and recorded in the official records of Thurston County, Washington.

13.5 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility and liability of such persons under this Declaration shall be a joint and several and the act or consent of any one or more of such persons shall constitute the act or consent or the entire ownership interest. Provided, however, in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to any pending matter, any such person may deliver written notice of such disagreement to the Board of Directors and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given or withheld with respect to such matter.

13.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, Improvements to or enjoyment of such Owner's Lot and other areas within the Property. All Owner(s) shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner. No lessee, tenant, guest or invitee of an Owner nor any resident or occupant of the Property, nor any other person or party not having the status of an Owner under this Declaration shall have any right, privilege or prerogative of an Owner hereunder save and except as a proxy for purposes of exercising the voting rights of an Owner pursuant to this Declaration or the Bylaws and this subject to Section 8.9 (b) wherein lessee's may not vote in proxy for the Lot Owner.

13.7 Non-waiver. Failure by Declarant, the Association, the Committee, or any Owner to enforce any term, provision, covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter

13.8 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot and any Living Unit(s) located in the Multi-Family Parcel the Owner thereof shall promptly inform the secretary or the Association, or its managing agent(s), of the name and address of the vendee, mortgagee, lessee, or tenant

13.9 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the date of delivery when delivered by personal service to the person(s) or party(ies) to whom they are addressed or to an adult person present at the premises owned or occupied by such person or party, or three (3) business days after the date the same are deposited in the United States mails, first class postage prepaid, addressed to the person(s) or party to whom such notice is directed at its address determined as provided Subsection 13.10 below.

13.10 Addresses. All notices and other communications under this Declaration shall be given to the persons and parties affected by this Declaration at the following addresses:

(a) If to an Owner: The last address for such Owner shown in the Association's records, or, if the Association has no address of record for such Owner, then to the address of such Owner last appearing in the records of the Thurston County real property tax assessment or collection agency.

(b) To Declarant:

Aho Construction I, Inc
5512 NE 109th Court, Suite 101
Vancouver, WA 98662

13.11 Change of Address. Any person or party affected by this Declaration or who has or claims an interest in the Property or any portion thereof may change the address to which notices shall be directed to such person or party by giving thirty (30) days written notice of such change of address delivered as provided herein.

In Witness Whereof, Declarant has executed this Restatement of Declaration on this 17th day of Oct, 2003.

By: _____
Melvin S. Aho
President AHO Construction I, Inc

State of Washington, County of Clark } ss.

The Foregoing instrument was acknowledged before me on this 17th day of Oct., 2003, by Melvin S. Aho, as President of Aho Construction I, Inc, Declarant in the foregoing instrument.

DONNA R. ANDERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES DECEMBER 1, 2005

_____
Notary Public for Washington

My Commission Expires 12-01-05

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EXHIBIT A

The term "Property" as used in the *Declaration of Protective Covenants, Conditions and Restrictions for the Village at Union* Mills refers solely to all single family dwelling unit lots on the property called the "Village at Union Mills," otherwise described and identified as a subdivision called the "Village at Union Mills," Lot 1 of Large Lot Subdivision LLS97-0004TC as recorded July 23, 1998 in the official records of Thurston County, Washington, and recorded as Auditor's File Number 3167842. Also included are all single family dwellings lots located in the Re-plat of Lot 2 of the Large Lot Subdivision AF NO. 3167842 in a Portion of the SE ¼, NE 1/4, SE ¼ of Section 23 T 18 N., R 1 W., W.M., Thurston County, State of Washington.

EXHIBIT B

All real property which is included in Village Phase 1 and designated to become Common Property is described and identified within the plat of "The Village at Union Mills" located in the official records of Thurston County and recorded as Auditor's Number 3208528, recorded February 3, 1999, and identified therein as the following:

1. Common Area tracts A, B, C, D, E, F, G, H, and I; and
2. All areas designated "R.C.A" (Restricted Common Area)

EXHIBIT C

The Village at Union Mills Owner's Association holds no rights, ownership, obligations, responsibilities, liabilities or control of the Common Area Property located within the Multi-Family site which is contained within Lot # of Large Lot Subdivision 97-0004TC as recorded July 23, 1998 under Auditor's File No. 3167842.

EXHIBIT D

All real property which is included in Village Phase II and designated to become Common Property is described and identified within the plate of the "Village at Union Mills" located in the official records of Thurston County and recorded as Auditor's Number _____, recorded _____, 2003, and is identified therein as the following:

1. Common Area tracts - A through V
2. All areas designated "R.C.A" (Restricted Common Areas) if any

Residential Agreement

Maintenance of Stormwater Facilities
And
Implementation of a Pollution Source Control Plan

By and Between

Thurston County Dept of Roads and Services
And
The Village at Union Mills Owner's Association

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and the use of pollution control BMPs.

Legal Description:

Lot 1 of Large Lot Subdivision LLS87-0004TC as recorded July 23, 1998 under Auditor's File No. 3167842 in Thurston County, State of Washington

Re-plat of Lot 2 of Large Lot Subdivision AF No. 3167842 in a portion of the SE ¼, NE ¼, and the NE ¼, SE ¼ of Section 23 T. 18 N., R 1 W., W. M., Thurston County, State of Washington.

Whereas, Benchmark Land Company-Lacey, LLC (Developer) constructed improvements, including but not limited to, buildings, pavements, and stormwater facilities on the property described above. The Developer has formed a Washington non-profit corporation which has been organized under the name of the Village at Union Mills Owners Association, Inc. ("Association"). The Association consists of all Owners of Single Family Dwelling Lots in the subdivision and was established for the management, maintenance, and administration of the affairs of the Homeowner's Association. In order to further the goals of the Jurisdiction to ensure the protection and enhancement of water resources, the Jurisdiction and the Association hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

The Association Shall:

(1) Implement the stormwater facility maintenance program included herein as Attachment "A" - "Maintenance Program".

(2) Implement the pollution source control program included herein as Attachment "B".

(3) Maintain a record, in the form of a log book, of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by appointment at Association Offices. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items, ("problems") listed in Attachment "A" shall be inspected as specified in the attached instructions or more often if necessary. The association is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its inspections. These completed checklists would then, in combination, comprise the log book.

(4) Submit an annual report to the Jurisdiction regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15 of each calendar year and shall contain at a minimum, the following:

(a) Name, address, and telephone number of the businesses, persons, or firms responsible for plan implementation, and the person completing the report.
(b) Time period covered by the report.
(c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties, include a copy of the invoice for services.
(d) An outline of planned activities for the next year.

(5) Execute the following periodic major maintenance on the subdivision's stormwater facilities: sediment removal from ponds, managing vegetation in wet ponds, resetting orifice sizes and elevations, and adding baffles.

The Jurisdiction Shall:

(1) Maintain all stormwater system elements in the public rights-of-way such as catch basins, oil-water separators, and pipes.

(2) Provide technical assistance to the Association in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as Jurisdiction time and resources permit.

(3) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with the Association.

(4) Review this agreement with the Association and modify it as necessary at least once every three (3) years.

Remedies:

(1) If the Jurisdiction determines that maintenance or repair work is required to be done to the stormwater facilities located in the subdivision, the Jurisdiction shall give the Association notice of the reasonable time in which such work is to be completed by the

persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Jurisdiction, written notice will be sent to the Association state the Jurisdiction's intention to perform such maintenance and bill the Association for all incurred expenses.

(2) If at any time the Jurisdiction determines that the existing system creates any imminent threat to public health or welfare, the Jurisdiction may take immediate measures to remedy said thereat. No notice to the persons listed in Remedies (1) above, shall be required under such circumstance. All other Association responsibilities shall remain in effect.

(3) The Association grants unrestricted authority to the Jurisdiction for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

(4) The Association shall assume responsibility for the cost of maintenance and repairs to the stormwater facility, except for those maintenance actions explicitly assumed by the Jurisdiction in the preceding section. Such responsibility shall include reimbursement to the Jurisdiction within 90 days of the receipts of the invoice for such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Jurisdiction will be borne by the parties responsible for said reimbursements.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Jurisdiction. It shall run with the land and be finding on all parties having or acquiring any right, title, or interest, or any part thereof, of real property in the subdivision. They shall insure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Jurisdiction.

Nancy J. Maxson

Nancy J. Maxson Secretary/Treasurer
Village at Union Mills Home Owner's Association
Representing: Aho Construction I, LLC as
Managing Agent

STATE OF WASHINGTON }
} **ss**
COUNTY OF THURSTON }

On this day and year personally appeared before me, _____ known to be the individual(s) described, and who executed the foregoing instrument and acknowledge that they singed the same as their free and voluntary act and deed for the uses and purposed therein mentioned.

Given under my hand and official seal this _____ day of _____

Notary Public in and for the State of Washington
Residing in _____
My commission expires _____

Dated at Olympia, Washington, this _____ day of _____, 2003.

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 (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 (due in May). 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 jurisdiction for technical assistance. Please do not hesitate to call, especially if you are unsure whether a situation you have discovered may be a problem.

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ATTACHMENT "A": MAINTENANCE PROGRAM

COVER SHEET

Inspection Period: _____

Number of Sheets Attached: _____

Date Inspected: _____

Name of Inspector: _____

Inspector's Signature _____

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ATTACHMENT "A" (CONTINUED)

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 of 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 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/ spillway		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/ 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.
Comments:

Key

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

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ATTACHMENT "A" (CONTINUED)

Maintenance Checklist for Catch Basins and Inlets

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 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 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 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/ 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 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

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AHO CONSTRUCTION INC COV $109.00 Thurston Co. Wa.