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PIERCE COUNTY, WASHINGTON

Name & Return Address:

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Document Title(s)

Declaration of Covenants, Conditions & Restrictions

Grantor(s)

Highridge Development, LLC

____ Additional Names on Page ____ of Document

Grantee(s)

The Public

____ Additional Names on Page ____ of Document

Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Lot 2 of Short Plat 06-81-008, recorded 7/13/06,
under AEN 200607135003.

Complete Legal Description on Page ____ of Document

Auditor's Reference Number(s)

Assessor's Property Tax Parcel/Account Number(s)

0419116072

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

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

Signature of Requesting Party (Required for non-standard recordings only)

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES AT SOUTH HILL OWNERS' ASSOCIATION
IN PIERCE COUNTY ACCORDING TO THE PLAT
RECORDED IN THE OFFICE OF THE PIERCE COUNTY AUDITOR,
AFN 200802195005**

The undersigned, Highridge Development, LLC, a Washington limited liability company ("Declarant"), being the owner of Lots 1 through 146, inclusive, and Tracts A through S, inclusive of The Villages at South Hill, in order to provide for the sound development, the aesthetic quality and the healthful conditions of the aforesaid real property (the "Property") and so as to provide for control of the structures, buildings and improvements to be constructed on the Property, does hereby covenant for its successors, heirs and assigns and agrees to keep all of the covenants, conditions and restrictions hereinafter set forth and which are hereby made applicable to the aforescribed Property and which shall be binding upon the Owners thereof to the extent provided in such covenants and all the Property shall be owned, held, used, occupied and developed in conformance with the covenants, conditions and restrictions set forth herein. (See attachment "A" for Stormwater Maintenance Plan and Attachment "B" for Legal Description.) Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Articles of Incorporation and Bylaws of The Villages at South Hill Owners Association.

**ARTICLE I
COVENANTS RESPECTING USE**

A. Land Use and Building Types. All of the Lots in The Villages at South Hill shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on each Lot.

B. Architectural Control. No building or other permanent structure shall be erected or altered by anyone other than the Declarant on any Lot until the construction plans, specifications and the plans showing the location and placement of the building or structure have been approved by the Architectural Committee as to the quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and grade elevation. As a guideline, Owner's or purchasers' plans will be reviewed generally as to the following, which shall not be all inclusive:

1. The minimum square footage of living area for single family homes shall be 1,500 square feet excluding porches and garages for lots 1 through 60 and 131 and 146, the perimeter lots. Lots 61 and 130, the "cottage lots" shall be at least 1,050 square feet of living area excluding porches and garages.

2. The exterior paint or stain on a structure or dwelling must be of an approved color. An approved trim color or stain is permitted. Approval is by the Architectural Committee.

3. No metal, aluminum, plastic or fiberglass structures will be permitted. This is to include accessory structures on the property (i.e., storage sheds, gardening sheds, awnings, patio covers, etc.).

4. Yard landscaping must be completed before occupancy or at the time construction has been completed by the builder and the home is available for sale, whichever is first. Required front yards shall include sod/lawn and a planter area of sufficient dimension to support a mix of ground cover and shrubs, and shall include landscaping at an appropriate spacing to provide seventy percent (70%) of coverage after three (3) years of growth. Side yards shall be landscaped with crushed rock, sod, planter, landscape mulch/bark or other suitable landscape materials. Rear yards of Cottage Lots shall be fully landscaped with trees, bushes and groundcover. Rear yards of Perimeter Lots shall be fully landscaped with sod and/or established hydro-seeding with a three (3) foot perimeter planting bed and buffer landscaping as required. Such landscaping shall be completed in substantial compliance with the applicable landscaping plan approved by the City of Puyallup.

5. Front yard landscaping shall not be significantly altered without approval of the Architectural Committee. In no case shall street trees in a planter strip be removed without like replacement.

6. No statues, fountains, or other yard ornaments/decorations may be placed in the front yard of any Lot without prior approval of the Architectural Committee.

7. Each Lot may display no more than one flag that does not exceed 15 square feet in size, nor is more than 15 feet in height from the ground.

8. Buildings must have multiple gables/hips (minimum of 2) facing the street. The intent is to visually break up large continuous roof areas.

9. Siding on buildings must typically include lap siding products, shingles, plywood with vertical batton or masonry products. No T1-11 may be used on exterior walls except if vertical battons are installed over the said T1-11 and said battons are a minimum width of two (2) inches and are no further apart than twenty-four (24) inches. In addition to the basic siding materials, the front exterior of all residences must include a second accent material such as shingles, shakes, battons, or masonry products. Most, if not all, of the residential structures' main siding must be "lap siding".

10. The majority of windows and doors on front elevation shall include wood wrap with a minimum width of 5.5". All windows and openings on rear and side elevations shall be wood wrapped.

11. Each structure on a Cottage Lot (i.e., Lots 61 through 130, inclusive) will have a covered front entry. Said entry shall be visually identified from the street or private driveway and connected to the street or private driveway via a minimum four (4) foot walk. The front entry shall be of sufficient size and dimension to accommodate either limited seating or landscape features. Each structure on a Perimeter Lot (i.e., Lots 1 through 60, and 131 through 146, inclusive) will have a covered front porch. Said porch shall be visually identified from the street and connected to the street via a minimum four (4) foot walk. The front porch shall be of sufficient size and dimension to accommodate limited seating.

12. Each house shall have a garage with an opening(s) for two cars, the door(s) of which will face the street or a driveway. The street-facing garage door, when the porch is recessed, will offset from the front porch line no more than eight (8) feet, with respect to Cottage Lots, and no more than four (4) feet with respect to Perimeter Lots, unless the Lot is at the termination of the street. When the garage is recessed, the garage may be set back from the front porch line by as much as eight (8) feet. Garages on Perimeter Lots may not be closer than twenty (20) feet to the street curb or private driveway connection. Glazing (windows) in the garage doors, or transom windows above the garage doors, shall occur on a minimum of fifty percent (50%) of the houses. Garage door openings wider than necessary for two (2) cars are not allowed.

13. All roofs shall be made from an architectural composition with a minimum life of twenty-five (25) years.

14. Setbacks shall conform to IRC Building Codes. All Perimeter Lots shall provide a driveway to accommodate the parking of two (2) vehicles. Setbacks shall conform to preliminary plat dated October 19, 2004, with the following exceptions: Perimeter Lots abutting Shalimar, Eastwood, and Heatherwood shall have a minimum rear yard setback of twenty (20) feet. Perimeter Lots shall also have a reduced front yard setback of fifteen (15) feet to the front building line in situations where the garage is recessed and provides a minimum of twenty (20) feet of parking.

15. Window openings from the main rooms in the house facing the street and/or front yard area shall be incorporated to promote neighborhood security. Front exterior lighting shall be provided for on all units to assist in security.

16. Roofs, or horizontal trim bands of at least 1x6 (nominal) lumber size in width, shall be incorporated into all two-story exterior building facades to distinguish between stories and/or floors.

17. No more than one (1) siting of a gable end wall facing a gable end wall shall be allowed in the span of six (6) homes. Compliance may be achieved by locating a house with a hip-style roof next to a house with a gable end wall.)

18. No chain link fencing is permitted. Suitable fencing material is limited to cedar, wrought iron or aluminum, or decorative masonry block.

19. All structures on the Perimeter Lots shall be limited to two (2) stories; provided that Perimeter Lots 131 through 146, inclusive, shall be subject only to underlying zoning/height restrictions.

20. All use of the Lots shall comply with, and be benefited by, the applicable terms of that certain Developer Agreement, dated December 6, 2004, recorded under Pierce County Auditor's File No. 200507150385, and as amended by an Amendment to Developer Agreement, dated July 11, 2005, recorded under Pierce County Auditor's File No. 2006508310624.

Where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical conditions, the proper and orderly development of such Lots shall conform to the conditions and terms of these covenants as far as possible. The Architectural Committee is empowered to allow such variations as in its judgment shall permit the reasonable utilization of such Lots consistent with the general plan and scheme of development herein. The Architectural Committee may create, adapt and utilize a written handbook of procedures and standards, consistent with Article II.B, to be used in implementing with this Article I.B.

C. Site Plan Review. The approval of the Architectural Committee shall be required prior to the removal of any trees or substantial vegetation on any Lot, and shall be further subject to such ordinances and permits which may be required by the Pierce County, the City of Puyallup, or any other local governing jurisdiction.

D. Building Location. Buildings and other structures located on each Lot shall conform to and comply with the local governing jurisdiction's requirements.

E. Completion of Structures. All buildings commenced on any Lot shall be completed, including painting and landscaping, not later than eight months after construction is commenced unless additional time is provided with the written permission of the Declarant.

F. Utility Services. All permanent utility services and connections thereto within the Property shall be provided by underground services exclusively. No ham radio antennas or television antennas of any type shall be permitted on the exterior of any buildings on any Lot within the Property. Satellite dishes may be permitted with a diameter of less than 30". The approval of the Architectural Committee shall be required prior to the placement of satellite dishes to ensure that their placement is the least intrusive.

G. Noxious and Offensive Activities. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained within The Villages at South

Hill which may become an activity or condition which unreasonably interferes with the rights and quiet enjoyment this Declaration gives other Owners. No activity or condition shall be conducted or maintained on any part of The Villages at South Hill which detracts from the value of The Villages at South Hill as a residential community. No untidy or unsightly condition shall be maintained on any property. *Untidy conditions shall include, but are not limited to, publicly visible storage of wood, disabled vehicles of any kind whatsoever, items covered by a tarp, kennels, and landscaping which is not properly maintained.*

H. Vehicles. No vehicle maintenance except emergency service shall be conducted within public view. No vehicle may be stored in the street or left in the public right of way for more than 48 hours.

I. Temporary Structures. No mobile homes shall be permitted on any Lot on the Property. No structures of a temporary character, including but not limited to trailers, basement houses, tents, garages, barns, motor homes, sheds or outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently. When referring to trailers, the term trailer shall include all forms of trailers or mobile homes of any size, whether capable of supplying their own motive power or not, without regard to whether the primary purpose of such trailers is or is not the conveyance of persons or objects, and specifically including all automobiles, buses, trucks, cars, vans, trailers, mobile homes, and motor homes, even though they may at any time be immobilized in any way, and the restriction shall apply to any period of any time of whatever duration. Living shall be restricted to a house or dwelling constructed on the Lot in conformance with these covenants. Storage of these items is prohibited unless screened from view.

J. Boats, Campers, Travel Trailers and Motor Homes. Boats, campers, travel trailers and motor homes may be stored on a Lot in conjunction with a permanent residence, but only if such items are screened from public view and from all other Lots and all streets within the Property. All such storage and the screening shall be approved by the Architectural Committee whose approval shall be final. Any trailers or motor homes parked in conjunction with any Lot or parked on the street by any person shall be parked temporarily within the Property no longer than 24 hours unless properly screened in accordance with this paragraph.

K. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on any Lot unless placed in an attractive container suitably located and screened from public view. All garbage cans, refuse containers, and trash cans or receptacles shall be kept out of sight except on the days prescribed for pick up. No building material of any kind shall be placed or stored upon any property in the subdivision until the Owner is ready to commence construction, and then such materials shall be placed within the property lines of the building site upon which structures are to be erected or are being erected and shall not be placed in the street. No outdoor incinerators shall be permitted.

L. Livestock. No animals, except dogs, cats, caged birds kept inside a residence, fish and other small household pets, will be permitted in the Property. No animals shall be kept or

maintained within any outside cage, coop or similar enclosure, except that dogs may be kept in an appropriate kennel or kennel type enclosure.

Notwithstanding the foregoing, all pets permitted to be kept by this section shall be kept on a leash when on any Common Areas or public property, except within the boundary of the Owner's Lot. The person accompanying a pet on public or private property is required to remove any animal fecal material from that property. Pets are not allowed to habitually or continually disturb the peace and quiet of any neighbor by barking, whining, howling or making other noise. Failure to do these items may result in an allowable charge defined by the Board.

M. Fences and Walls. No fences or wall shall be constructed on any Lot unless approved by the Architectural Committee. There will be no front yard fences permitted. Walls such as retaining walls made of brick, rock, or other natural materials up to three feet in height may be permitted as part of a landscaping plan or development. All side and back yard fences shall be of cedar, pressure treated redwood, or brick materials. No steel or chain link fences are permitted other than in Common Areas. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum setback for fences as required by the local governing jurisdiction.

N. Discharge of Weapons. The discharge of weapons within the Property shall be prohibited. Weapons shall include all firearms, B.B. guns and pistols, air rifles, air pistols, pellet guns, slingshots, and bows and arrows.

O. Water and Sewage. No individual water supply system shall be permitted on any Lot. All Lots shall be connected to the City water system. No individual sewage disposal system shall be permitted on any Lot. All Lots shall be connected to the City sewage system.

P. Driveways, Parking & Garage Doors. Other than Lots 61 through 130, inclusive, each Lot shall have a driveway and parking area so as to accommodate a minimum of two cars in front of the garage. No garage door shall be permitted to remain open except for a temporary purpose. Garages are intended for parking of vehicles and not general storage of items. Driveways shall be of concrete to the City street. No roads for ingress or egress except for driveways to the City street shall be permitted. Circular driveways as shown on the site plan may be approved by the Architectural Committee and may be permitted. With respect to Lots 61 through 130, inclusive, no parking area shall be required, but no street parking shall be permitted for vehicles associated with any such Lot unless the garage on such Lot is being fully utilized for vehicle parking. With respect to the public street fronting Lots 12 through 51, inclusive, parking shall be limited to the side of the street on the interior, and no parking is permitted on the side of the street bordering Lots 12 through 51. No parking is permitted on any private alley, i.e., on Tracts P and Q.

Q. Drilling and Mining. No drilling or mining in any form whatsoever shall be permitted on any Lot. This shall include but not be limited to drilling, development operations,

refining, quarrying, or mining, and the construction of any form of derrick or structure designed for boring or mining purposes.

R. Site Distance at Intersections. No fence, wall, hedge, object, or shrub planting which obstructs sight lines at street intersections shall be placed or permitted to remain on any corner Lot except in strict conformance with city ordinances and other applicable law and regulations. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement.

S. No Parking. No parking is permitted on any of the Common Areas. Without limiting the foregoing, no parking is permitted on any private alley, street or roadway.

T. Commercial Use. No part of a residence shall be used or caused to be used or allowed or authorized in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any nonresidential purposes. Exceptions to this rule would be Owners who have home-based businesses allowed by the applicable zoning ordinances that conduct business activity which is not visible to the public view, apparent or detectable by sight, sound, smell, or does not create a disturbance, unduly increases traffic flow or parking issues nor uses Common Areas to promote business.

U. Seasonal Decorations & Lighting. All seasonal decorations and lighting shall be removed in a reasonable time frame and not allowed to remain in place year round. December's lighting and decorations shall be removed from the structure or yard by February 1st of the new year.

V. Basketball Hoops. Basketball hoops are strictly prohibited on all Common Areas, front yards, driveways, public and private streets, unless placed there by the Declarant or the Board. Owners may not place, store, erect or install basketball hoops in any of these areas.

W. Signs. No sign or billboard of any kind shall be displayed on private property that: (a) contains roofing material, siding, paving materials, flora, balloons, light, or similar building, landscaping, or "nonstandard" decorative components; (b) is attached to plants, traffic control devices, a light, a trailer, a vehicle, or any other existing structure or object (as opposed to ground-mounted); (c) includes the painting of architectural surfaces; (d) threatens the public health or safety; (e) is larger than four feet by four feet; (f) violates a law; (g) contains language, graphic, or any display that would be offensive to the ordinary person; (h) is accompanied by music or other signs or streamers or is otherwise distracting to motorists; or (i) is placed more than 60 days before an event or left 10 days after an event. Signs are not allowed to be left up all year long. Additional reasonable standards may be promulgated by the Board to further limit placement of signs. At no time are signs allowed on Common Areas or areas maintained by the Association in regard to landscaping, unless placed there by the Declarant or the Board.

X. Leases. Any agreement for the leasing or rental of a residence shall provide that the terms of such leases shall be subject in all respects to the provisions of the Association

Documents and any applicable agreements between the Association and any of the Federal Agencies. The Owner of said leased/rented Residence has the duty and obligation to furnish the Board with the name or names of the individuals currently leasing/ renting said Residence and to maintain with the Association a record of the current mailing address of said Owner. Any Owner who shall lease/rent said Residence shall be responsible for assuring compliance by the resident in regards to Association Documents. No Residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever if the occupants of the Residence are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy services.

Y. Repair and Maintenance by Owner. Each Owner shall:

(a) maintain in good condition and repair the residential dwelling structure, garage and other improvements on the Lot;

(b) maintain in good condition and repair facilities within the Lot as required by the city, county, and local jurisdiction;

(c) maintain in an attractive condition the front yard and all landscaping. Owners shall maintain front yards in an attractive condition to prevent weeds, overgrowth and general landscape issues.

(d) In the event the Board shall determine that a Lot has not been properly maintained, the Owner will be notified in writing and requested to perform such maintenance within a timely manner. Lack of response will result in the Association taking action to maintain the area, and the Owner will be charged for the cost incurred by the Association.

Z. Landscape Buffer – Repair, Maintenance and Replacement. The Owners of those Lots subject to the ten (10) foot vegetation/landscape buffer shown on the recorded plat of the Villages at South Hill shall each be solely responsible as to their Lot, for the repair, maintenance and replacement of: (1) the fence along the rear of their respective Lots; and (2) all trees and other vegetation within such buffer. Such repair, maintenance and replacement shall be performed so as to continue to meet all applicable screening requirements. Each such Owner shall be prohibited from permanently removing any such fence or trees, shall promptly repair any damage to any such fence or trees, and shall remove any tree which becomes diseased or dangerous and promptly replace it with a tree of like species and of a size sufficient to meet the applicable screening requirements. No disturbance or removal of any such trees or other vegetation is permitted without the prior approval of the City of Puyallup. If any Owner fails to provide the repair, maintenance or replacement required pursuant to this paragraph, the Association shall affirmatively enforce the Owner's obligation to perform the same, and may, but is not obligated to, perform the same. Such performance shall not be deemed an election of remedies by the Association. Any costs or expenses incurred by the Association in enforcing or performing these obligations shall be immediately due and payable by the applicable Owner, and shall be subject to Article III-G &H as charges and assessments.

ARTICLE II
ARCHITECTURAL COMMITTEE

A. Architectural Committee.

1. The Architectural Committee shall consist of not less than two (2) nor more than five (5) persons as fixed from time to time by resolution of the Board. The Declarant shall initially appoint the Architectural Committee. The Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until five (5) years after the date of the recording of this Declaration or until eighty percent (80%) of the Lots within The Villages at South Hill have been conveyed by the Declarant, whichever shall first occur.

2. Five (5) years after the date of the recording of this Declaration, or when eighty percent (80%) of the Lots within The Villages at South Hill have been conveyed by Declarant, whichever shall first occur, the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board. Persons appointed by the Board to the Architectural Committee must be Owners; however, persons appointed by Declarant to the Architectural Committee need not be Owners, in Declarant's sole discretion.

3. The address of the Architectural Committee shall be the address established for giving notice to the Association. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.

B. Architectural Standards. The Board may, from time to time, adopt and promulgate Architectural Standards to be administered through the Architectural Committee. The Architectural Standards may include among other things those restrictions and limitations upon the Owners set forth below:

1. Time limitations for the completion of the building or structure ("Improvements") for which approval is required pursuant to the Architectural Standards.

2. Conformity of completed Improvements to plans and specifications approved by the Architectural Committee; provided, however, as to purchasers and encumbrancers in good faith and for value unless notice of non completion or nonconformance identifying the violating Improvement and its Owner and specifying the reason for the notice, executed by the Architectural Committee, shall be filed of record in the Official Records of Pierce County, and given to such Owner within one (1) year of the expiration of the times limitation described in subsection 1 above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed Improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Committee and in compliance with the Architectural Standards of the Association,

only with respect to purchasers and encumbrancers in good faith and for value. The Owner to whom a notice of non-completion or noncompliance has been issued shall be bound by such notice regardless of whether such notice has been filed of record. Each Owner hereby is deemed to have consented to and authorized the recording against its Lot of such a notice of non-completion or nonconformance executed only by the Architectural Committee or its delegate.

3. Such other limitations and restrictions as the Board in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: placement, construction, reconstruction, exterior addition, change or alteration to or maintenance of any Improvement including, without limitation, the nature, kind, shape, height, materials, exterior color, surface and location of any Improvement.

4. A description of the types of such construction, reconstruction, additions, alterations or maintenance which, if completed in conformity with the Architectural Standards, does not require the approval of the Architectural Committee.

5. Restrictions controlling the species, placement and height of any trees, plants, bush, ground cover or other growing thing placed or planted on the Property.

C. Functions of Architectural Committee.

1. It shall be the duty of the Architectural Committee to consider and act upon proposals or plans submitted on the proper application form pursuant to the terms of the Declaration or the Architectural Standards, and to perform such other duties delegated to it by the Board.

2. The Architectural Committee may delegate its plan review responsibilities to one or more members of such Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Committee.

3. The Architectural Committee may, from time to time, subject to the approval of the Board, adopt, amend and repeal Architectural Committee Rules and may assess a reasonable fee as appropriate for the type and nature of the Improvement, in connection with the review of plans and specifications for proposed Improvements, including without limitation, a procedure and approval of preliminary plans and drawings, as well as final approval, the number of sets of plans to be submitted, and may require such detail as it deems proper, including without limitation, floor plans, site plans, elevation drawings, and descriptions or samples of exterior material and colors. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

4. The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Lots as may

otherwise be specified in this Declaration, the Articles of Incorporation or Bylaws of the Association, or any other applicable Association Documents.

D. Approval of Plans.

1. No Improvement shall be constructed, installed, expanded, made, planted, commenced, erected or maintained upon the Property or any Lot except in compliance with plans and specifications *therefore* which have been submitted to and approved by the Architectural Committee.

2. The Architectural Committee shall review and approve or disapprove all plans and specifics submitted to it for any proposed Improvement solely on the basis of compliance with the Architectural Standards and overall benefit or detriment which would result to the immediate vicinity and The Villages at South Hill in general. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials, and similar features.

3. The Architectural Committee shall approve plans and specifications submitted for its approval only if it deems that the proposed Improvement will not be detrimental to the appearance of The Villages at South Hill as a whole; that the Improvement complies with the Architectural Standards; that the appearance of the Improvement will be in harmony with the surrounding structures; that the construction of the Improvement will not detract from the beauty and attractiveness of The Villages at South Hill or the enjoyment thereof by the Owners; that the *upkeep and maintenance* of the Improvement will not become a burden on the Association; and that no violation of the use restrictions set forth in this Declaration exists.

4. The Architectural Committee may condition its approval of plans and specifications for any Improvement on such changes therein as it deems appropriate or may determine that such Improvement cannot be approved because of its effect on existing drainage, utility or other easements, or may condition its approval of such Improvement upon approval by the holder of any such easement; or may condition its approval upon approval of any such Improvement by the appropriate governmental entity (including receipt of permits), and may require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted. Any Architectural Committee approval conditioned upon the approval by a governmental entity shall not imply that the Association is enforcing any government codes or regulations, nor shall the failure to make such conditional approval imply that any such governmental agency approval is not required.

5. In the event the Architectural Committee fails to approve or disapprove any plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications will be deemed approved.

E. Nonliability for Approval of Plans. Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, the requirements of any public utility, or any easements or other agreement, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owners, the Board nor Declarant nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefore, or for any defect in any Improvement constructed from such plans and specifications.

F. Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request shall be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations are to be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

G. Inspection and Evidence of Approval.

1. The Architectural Committee shall cause an inspection to be undertaken within forty-five (45) days of a request therefor from any Owner as to its Improvement, and if such inspection reveals that the Improvement has been completed in compliance with this Article, the President and the Secretary of the Association, or any other officer or officers authorized by resolution of the Board, shall provide to such Owner a notice of such approval in recordable form which shall be conclusive evidence of compliance with the provisions of this Article as to the Improvement described in such notice, but as to such Improvement only.

2. If for any reasons the Architectural Committee fails to cause an inspection to be made within forty-five (45) days of being notified by the Owner of the completion of an Improvement or fails to notify the Owner of any noncompliance within thirty (30) days after an inspection, the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications. In such events, the Owner shall be entitled to receive a notice of compliance in recordable form upon request, executed by the President and the Secretary of the Association, or any other officer or officers authorized by resolution of the Board. Such notice of compliance shall be conclusive evidence of compliance with the provisions of this Article as to the Improvements described in the notice.

H. Failure to Submit Plans; Nonconformity. The Association has the right to enter any Lot or Improvement for the purpose of inspecting an Improvement constructed or being constructed upon such Lot. In the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed in substantial conformance with the approved plans and specifications, the Architectural Committee

shall give notice of the violation to the violating Owner, which notice shall briefly describe the violation and shall set a date for a hearing before the Board, or a committee selected by the Board for such purposes.

I. Variances. If the Board finds in favor of the Architectural Committee upon appeal of a disapproval of plans and specifications pursuant to the Section entitled "Appeal" of this Article or in the event the Board finds a noncompliance with the provisions of this Article upon review of a decision by the Architectural Committee after an inspection pursuant to the Section entitled "Failure to Submit Plans; Nonconformity" of this Article, the Board may authorize a variance from compliance with the architectural controls set forth in this article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require; provided, however, that no variance from the use restrictions contained in this Declaration may be granted. Such variances must be evidenced in writing, and must be signed by a majority of the members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Improvement and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of his Lot or any Improvement including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

ARTICLE III ASSESSMENTS

A. Covenant of Personal Obligation for Assessments. The Declarant, for each Lot owned, hereby covenants, and every Owner of every Lot by acceptance of the deed or other instrument of conveyance thereof including real estate contracts (whether or not it shall be so expressed in such deeds or other instrument of conveyance), is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) monthly assessments, (b) special assessments, and (c) default assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Areas or by abandonment or leasing of such Owner's Lot.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience, and general welfare of the Owners, including the improvement and maintenance of the Common Areas.

Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs incurred by the Association for:

(1) Installing, maintaining and repairing common path, walkways, and/or private roads, and alleys;

(2) Providing services to the Common Areas and planter strips (even if within the City right-of-way) such as tree care, mowing grass, caring for the grounds and sprinkling and irrigation system, landscaping, shrubs, grass, walkways and pathways;

(3) Carrying out the powers and duties of the Association;

(4) Purchasing insurance for the Association;

(5) Managing the Association;

(6) Carrying out the duties of the Association as outlined in Attachment "A" -- Stormwater Maintenance Plan, or paying any charges imposed by the City of Puyallup if such maintenance is undertaken by the City of Puyallup. Without limiting the foregoing, the City shall have the right to give the Association notice of specific maintenance or repair that is required, and to set a reasonable time in which such work is to be completed by the Association. If such work is not completed within the time set by the City, the City may send written notice to the Association stating the City's intention to perform such work and bill the Association for all incurred expenses. Notwithstanding the foregoing, if the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat without having to provide the foregoing notices. The City is hereby granted unrestricted access to any and all stormwater system features for the purpose of performing any maintenance or repair as may become necessary. The Association shall reimburse the City for expenses incurred by the City in such maintenance and repair within 90 days of the receipt 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 City will be borne by the Association;

(7) Carrying out the duties of the Association pursuant to the agreement with BPA regarding the BPA easement which burdens all or a portion Tracts B, C, D, E and Q, including, without limitation: Maintaining and controlling vegetation; ensuring that no trees or landscaping exceeds ten (10) feet in height, obstructs access to BPA structures, or is planted within twenty-five (25) feet of any structure; using only non-metallic water pipeline; and paying any charges imposed by BPA pursuant to BPA's right to remove trees or landscaping violating these requirements. In addition, if the Association installs any fencing along or within the BPA easement, such fencing shall have adequate gates of not less than sixteen (16) feet in width for the passage of BPA's maintenance vehicles; any such fencing that is of metal must be at least

fifty (50) feet from the nearest tower bay; and gates may be locked only if BPA is permitted to install its own lock thereon; and

(8) Carrying out or implementing any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes, and the other uses specified above.

C. Assessment Years. The first assessment year for the levying of the Association's monthly assessments shall commence upon the date of the recording with the Pierce County Auditor, Pierce County, of the Declarant's first conveyance of the Common Areas to the Association (provided, however, that if the date of recording of such conveyance of the Common Areas shall be on the first day of a month, then such date shall be the commencement date for the first Assessment year) and continue thereafter until the following December 31. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following December 31.

D. Assessment of Monthly Assessments.

Class A. The Association's monthly assessments to be levied by the Association on all Class A Lots with single-family residences thereon for the first six (6) months after the date of recording of this Declaration shall be in an amount, as determined by the Board, not to exceed Eighty & 00/100 Dollars (\$80.00) per month, payable quarterly, in advance. Thereafter, the maximum monthly assessments for any particular assessment year shall be in such amounts, as is determined in accordance with Section E below.

Each Owner shall, concurrent with its acquisition of its Lot, deposit with the Association a sum equal to three (3) months' assessments as a working capital fund in addition to payment of the first monthly and other assessments (the "Working Capital Assessment"). The Working Capital Assessment shall be due on each and every transfer of title, on each and every Lot and will be used for, but not limited to, improvements, repairs and replacements in the Common Areas.

Class B. For the limited purpose of determining the monthly assessment, Class B Lots shall be assessed in the manner prescribed for Class A Lots effective the first day of the month following the date the building permit is signed off as finalized for the residence located thereon. Prior to that time, each Class B Lot shall be assessed at the monthly rate of Ten Dollars (\$10.00). Class B Lots shall not be subject to the Working Capital Assessment.

E. Determination of Amount of Monthly Assessments. So long as the Association's monthly assessments for a particular assessment year shall not exceed the maximum monthly assessments for the first six months as provided in Section D above, or thereafter be increased by the Board by not more than ten percent (10%) per annum, the Board may determine and levy such monthly assessments without a vote or approval being required of either Class of voting

membership of the Association. If, however, the Board shall desire to levy monthly assessments to accomplish nonessential improvements or activities for a particular assessment year which shall be in excess of the amount of the monthly assessments for the assessment year immediately preceding the particular assessment year plus ten percent (10%), then the Board shall give written notice thereof to all Owners at least 30 days in advance of the commencement date of the particular assessment year and the approval of sixty-six and two-thirds percent (66-2/3%) of the Class A members and the approval of the Class B member, if any, shall be required. Provided, however, if the Board determines a special assessment is necessary to carry out required maintenance activities or to provide for emergency actions necessary for the health, safety, or welfare of the Association such assessment may be increased without approval of either the Class A or Class B membership of the Association. If the Board shall not determine and levy monthly assessments for a particular assessment year in accordance with the foregoing sentence, then the monthly assessments for that particular assessment year shall be deemed to be the same as the monthly assessments for the assessment year immediately preceding that particular assessment year.

F. Special Assessments. Generally, in addition to the monthly assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, or maintenance of the Common Areas.

G. Due Dates for Assessment Payments & Late Fees. Unless otherwise determined by the Board in an adopted Policy, the monthly assessments and any special assessments which are to be paid in installments shall be paid quarterly, in advance, and shall be due and payable to the Association at its office, without notice, on January 1st for the period of January - March; on April 1st for the period of April - June; on July 1st for the period of July - September; and on October 1st for the period of October - December.

If any such assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Board may assess a "late charge" thereon in an amount not exceeding Fifteen Dollars (\$15.00) to cover the extra expenses involved in handling delinquent assessment payments and to encourage timely receipt of payments. Further, all such delinquent assessments shall bear interest as hereafter provided. Payments shall be applied in the following order: past due regular assessments, past due special assessments, late fees, attorney or collection costs, current assessments, current special assessments and finally, future assessments.

H. Lien. All Lots shall be subject to the charges and assessments provided for in and for the purposes set forth in the Articles of Incorporation and Bylaws of the Association. The Association shall have a lien against all Lots for said charges and assessments, including for interest at the lesser of twelve percent (12%) per annum or the maximum allowable by law on all such charges and assessments that are not paid when due. If said charges and assessments levied by the corporation shall not be paid within four (4) months after they become due and payable, then in addition to the remedies set forth in the Articles of Incorporation and By-Laws, the

corporation may proceed by appropriate action to foreclose said lien. In such foreclosure action, the corporation shall be entitled to recover the cost of title search and court costs, together with attorneys' fees in such amounts as the court may judge reasonable in such action. Any first mortgage liens placed upon any of said Lots which are recorded in accordance with the laws of the State of Washington shall be, from the date of the recording of such mortgage, superior to such assessments and the liens provided for herein that are levied by the corporation subsequent to the date that said first mortgage is recorded.

ARTICLE IV MODIFICATION OF DECLARATION

This Declaration may be modified by an instrument in writing signed by the Owners of 75% or more of the Lots included in The Villages at South Hill, which instrument shall be recorded to be effective. Notwithstanding the foregoing, this Declaration may not be modified, amended, or terminated in any manner that would diminish the Association's responsibility for repair and maintenance of the Common Areas without the approval of the City of Puyallup.

ARTICLE V TERM AND CONSTRUCTION

This Declaration and these covenants, conditions, and restrictions set forth herein shall run with the land and shall be binding upon all parties and persons owning Lots or an interest therein as stated above and all persons and parties claiming under this Declaration for a period of 20 years from the date this Declaration is recorded, after which this Declaration shall be automatically extended for successive periods of 10 years each in perpetuity unless an instrument signed by the Owners of 75% or more of the Lots has been recorded altering this Declaration in whole or in part.

ARTICLE VI ENFORCEMENT

Enforcement of this Declaration and any of the covenants, conditions, and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration, and such actions may be to restrain the violation or to recover damages for each violation.

ARTICLE VII ATTORNEY FEES

In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

ARTICLE VIII ANNEXATION

A. By the Association. The Association may at any time and from time to time annex additional residential properties and common area to the Property and may add additional members to its membership under the provisions of Article III of the Articles of Incorporation, provided, however, that such annexations shall require the approval of at least two-thirds of the Class A voting members, in person or by proxy, at a meeting duly called for such purposes and the approval of the Class B member thereof.

B. By Declarant. If at any time or times prior to *December 31, 2017*, Declarant, or its successors or assigns, should develop any additional property or properties contiguous to the Property then such additional property or properties may, at the sole discretion of Declarant, or its successors or assigns, be annexed to the Property and become subject to the provisions of this Declaration without requiring, needing, or obtaining the approval of the Association, the Board, or any Owners. Any Instrument of annexation hereunder by Declarant, its successors and assigns, may also contain additional or other covenants, conditions, restrictions, easements, reservations, and other provisions therein which are applicable to the property or properties thereby being annexed.

ARTICLE IX EASEMENTS AND OTHER RIGHTS RESERVED TO DECLARANT

A. Amendment to Eliminate Easements. Any attempt to modify or eliminate this Section or any other easement or right reserved to Declarant in this Declaration shall require the prior written approval of Declarant.

B. Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

C. Development Rights and Easements Reserved to Declarant.

1. *Utilities and Storm Drainage.* Easements over the Property for the purpose of constructing, operating and maintaining thereon, therein or thereunder roads, streets, walks, driveways, storm drainage systems, parkways and park areas and for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and storm drainage facilities as are needed to service the Property are hereby reserved by the Declarant

together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of their residences or of the Common Areas. The Declarant shall repair any damage to and complete any restoration of the Property caused or necessitate by such installation and maintenance within a reasonable time after the occurrence of such damage or need for restoration.

2. *Utilities Shown on Plat Map.* There is hereby reserved to Declarant, together with the right to grant and transfer the same, easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on any recorded final tract or parcel map covering the Property or future annexed property or to connect future annexed properties to the existing systems.

3. *Uses of Existing Improvements and Common Areas.* Without limiting the rights reserved to Declarant in paragraphs 1 and 2 above.

(a) Such rights are reserved for the benefit of and with respect to the property described on Attachment "C" attached hereto and by this reference incorporated herein, whether or not such property is annexed to the Property pursuant to Article VIII.

(b) Such rights expressly include the right to hook up to, use and otherwise benefit from Tracts A, B, D, and E, and all utilities, roads, streets, walks and other improvements (including, without limitation, all facilities and systems for stormwater treatment, conveyance, detention and retention), whether currently existing or constructed in the future.

ARTICLE X SEVERABILITY

Invalidation of anyone or more of the provisions of this Declaration covenants by judgment or court order shall in no way affect or alter any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed these covenants this 19
day of February, 2008.

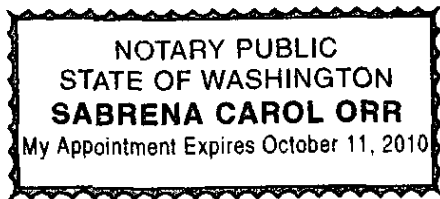
HIGHRIDGE DEVELOPMENT, LLC

By: 
Roy C. Rice, Jr., Sole Member

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day personally appeared before me ROY C. RICE, JR., to me known to be the sole member of Highridge Development, LLC, the limited liability company that executed the within and foregoing an instrument, and acknowledged said instrument to be the free and voluntary act and deed of a said entity, for the uses and purposes therein mentioned, and on the oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this 19 day of February, 2008.



Sabrena Carol Orr

Notary Public in and for the State of Washington,
residing at Olympia, WA
My appointment expires 10-11-2010

ATTACHMENT A
TO DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES AT SOUTH HILL

STORMWATER MAINTENANCE PLAN

(see attached 35 pages)

STORMWATER MAINTENANCE PLAN

**Auditor's notation
to facilitate
scanning process**

**VILLAGES AT SOUTH HILL
SEPTEMBER 4, 2007**

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Return to:
 Hatton Godat Pantier
 1840 Barnes Blvd. SW
 Tumwater, WA 98512

Exhibit Only

Original to be recorded
 Under separate cover

**RESIDENTIAL
 AGREEMENT TO MAINTAIN
 STORMWATER FACILITIES AND TO IMPLEMENT A
 POLLUTION SOURCE CONTROL PLAN
 BY AND BETWEEN
 CITY OF PUYALLUP (HEREINAFTER "JURISDICTION")
 AND
 HIGHRIDGE DEVELOPMENT, LLC
 THEIR HEIRS, SUCCESSORS, OR ASSIGNS
 (HEREINAFTER "OWNER")**

GRANTOR: LLC, HIGHRIDGE DEVELOPMENT

GRANTEE: PUYALLUP, CITY OF

LEGAL DESCRIPTION:

LOT 2 OF CITY OF PUYALLUP SHORT PLAT NO. 06-81-008; RECORDED UNDER RECORDING NO. 200607135003, RECORDS OF PIERCE COUNTY AUDITOR. SITUATED IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NO.: 0419116072

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 use of pollution source control BMPs.

Whereas, the HIGHRIDGE DEVELOPMENT, LLC has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the Jurisdiction to ensure the protection and enhancement of Jurisdiction's water resources, the Jurisdiction and the HIGHRIDGE DEVELOPMENT, LLC hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

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

- (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 Jurisdiction Staff at 1868 State Avenue NE, Olympia, WA 98506 during normal business hours. 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-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected on a monthly or more frequent basis as needed. The owners are encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the monthly 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, the persons, or the 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 not affiliated with OWNERS, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.

THE JURISDICTION WILL:

- (1) Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance will be provided upon request and as Jurisdiction time and resources permit, at no charge to owners.
- (2) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with OWNERS.
- (3) Review this agreement with OWNERS 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 existing on the owner's property, the Jurisdiction will give the owner of the property within which the drainage facilities are located, and the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Jurisdiction will set a 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 persons

such maintenance and bill the owner for all incurred expenses. The Jurisdiction may also revoke stormwater utility rate credits for the quality component or invoke surcharges to the quantity component of the Owner bill if required maintenance is not performed.

- (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 threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The OWNER 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 persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Jurisdiction within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgements. If legal action ensues, any costs or fees incurred by the Jurisdiction will be borne by the parties responsible for said reimbursements.
- (5) The OWNER hereby grants to the Jurisdiction a lien against the above described property in an amount equal to the cost incurred by the Jurisdiction to perform the maintenance or repair work described herein.

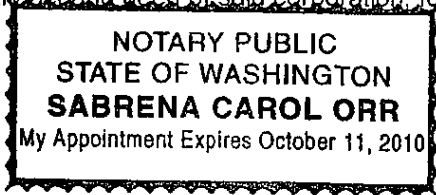
This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Jurisdiction. It shall run with the land and be binding on all parties having or acquiring from OWNER or its successors, any right, title, or interest in the property, or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure 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.



Owner

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On the 25 day of January, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy C. Rice, Jr to me known to be the individual described in and who executed the within instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.



Sabrena Carol Orr
Notary Public in and for the State of Washington, residing in Olympia
My commission expires 10-11-2010

Dated at _____, Washington, this _____ day of _____, 200_____.

City Engineer

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this day and year above personally appeared before me, _____, known to be the _____, a _____, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 200_____.

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

APPROVED AS TO FORM:

ATTACHMENT "A"

STORMWATER FACILITY MAINTENANCE GUIDE

**Auditor's notation
to facilitate
scanning process**

STORMWATER FACILITY MAINTENANCE GUIDE

INTRODUCTION

What is Stormwater Runoff?

When urban and suburban development covers the land with buildings, streets and parking lots, much of the native topsoil, duff, trees, shrubs and grass are replaced by asphalt and concrete. Rainfall that would have soaked directly into the ground instead stays on the surface as *stormwater runoff* making its way into storm drains (including man-made pipes, ditches, or swale networks), stormwater ponds, surface and groundwater, and eventually to Puget Sound.

What is a Storm Drain System and how does it work?

The storm drain system for most developments includes measures to *carry, store, cleanse, and release* the stormwater. Components work together to reduce the impacts of development on the environment. Impacts can include *flooding* which results in property damage and blocked emergency routes, *erosion* which can cause damage to salmon spawning habitat, and *pollution* which harms fish and/or drinking water supplies.

The storm drain system provides a safe method to carry stormwater to the treatment and storage area. Swales and ponds filter pollutants from the stormwater by *physically* settling out particles, *chemically* binding pollutants to pond sediments, and *biologically* converting pollutants to less harmful compounds. Ponds also store treated water, releasing it gradually to a nearby stream or to groundwater.

What does Stormwater Runoff have to do with Water Quality?

Stormwater runoff must be treated because it carries litter, oil, gasoline, fertilizers, pesticides, pet wastes, sediments, and anything else that can float, dissolve or be swept along by moving water. Left untreated, polluted stormwater can reach nearby waterways where it can harm and even kill aquatic life. It can also pollute groundwater to the extent that it requires treatment before it is suitable for drinking. Nationally, stormwater is recognized as a major threat to water quality. Remember to keep everything out of stormwater systems except the rainwater they are designed to collect.

Your Stormwater Facility

Different types of ponds are designed for different purposes. For example, wet ponds primarily provide treatment of stormwater. Dry ponds or infiltration ponds are designed to provide storage for stormwater and allow for its gradual release downstream or into the ground.

Who is Responsible for Maintaining Stormwater Facilities?

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

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

How to Use the Stormwater Facility Maintenance Guide

This Maintenance Guide includes a Site Plan specific to your development and a Facility Key that identifies the private stormwater facilities you are responsible for maintaining. A "Quick List" of maintenance activities has also been included to help you identify the more routine needs of your facility.

Included in This Guide

- Comprehensive Maintenance Checklists that provide specific details on required maintenance
- Pollution Prevention Tips that list ways to protect water quality and keep storm drain systems functioning smoothly
- Resources to provide more information and technical assistance

A Regional Approach to Stormwater Management

The City of Puyallup together with Pierce County are taking steps to educate and involve area residents in water quality issues and stormwater management. Stormwater runoff is a widespread cause of water quality impairment and stream degradation. The jurisdictions are working together with residents, businesses, community groups and schools to address this problem. This guide focuses on providing information on ways that you can reduce stormwater impacts through pollution prevention and proper facility maintenance.

YOUR STORMWATER FACILITIES

This section consists of two parts that are to be used together: the *Facility Key* and the *Site Plan*. Review the site plan and identify the numbers denoting a feature of the system. Then check the facility key for the feature type and checklist name.

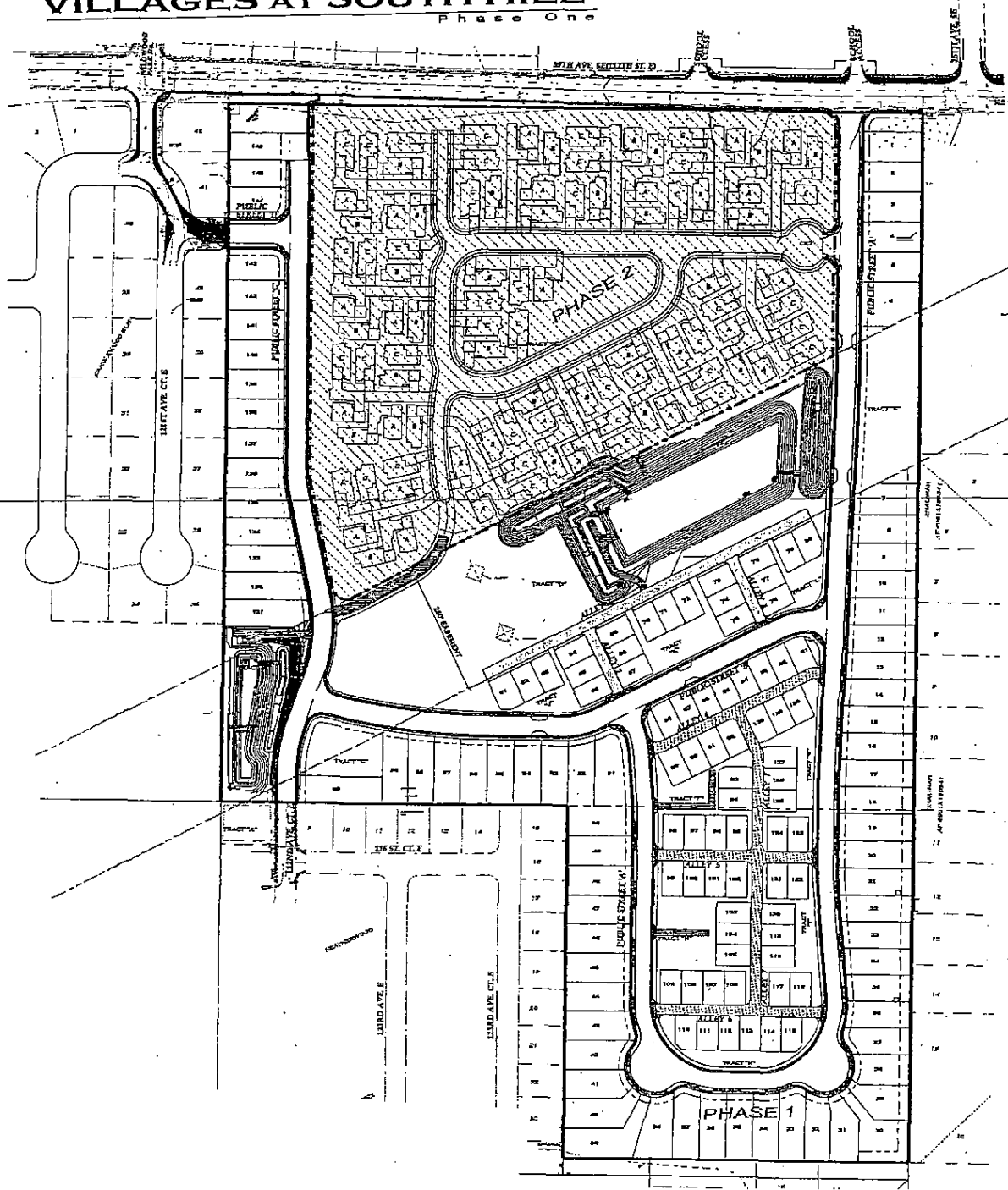
FACILITY KEY

The stormwater facility in your neighborhood is comprised of the following elements:

Type of Feature & Checklist Name	Location on Site Plan
Detention Ponds	1
Treatment Swales	2
Conveyance Pipes	3
Grounds and Landscaping	4
Access Roads and Easements	5
Catch Basins, Manholes, and Inlets	6

VILLAGES AT SOUTH HILL

Phase One



PHASE 1

QUICK LIST

The following is an abbreviated checklist of the most common types of maintenance required. Please go over this checklist after heavy rains. The list represents minimum maintenance to be performed and should be completed in conjunction with the other checklists for an effective maintenance program.

- Inspect catch basin grates to see that they are not clogged or broken. Remove twigs, leaves, or other blockages. Contact the local jurisdiction to replace the grate if it is broken.
- Inspect inlet and outlet pipes for blockages. Clear all blockages.
- Inspect filter strip, swale and pond walls for erosion or caved in areas.
- Inspect riprap (rocks) at the inlets and outlets of culverts and other pipes. If they are silted in or eroded away, replace them.

MAINTENANCE CHECKLISTS

The Maintenance Checklists in this packet are for your use when inspecting the stormwater facilities on your property. This packet has been customized so that only the checklists for your facilities are included. If you feel you are missing a checklist, or you have additional facilities not identified or addressed in this packet, please contact your local jurisdiction.

The checklists are in tabular format for ease of use. Each describes the area to inspect, inspection frequency, what to look for, and what action to take. A log sheet is included toward the end of the chapter to help you track maintenance of your storm drainage system.

Although it is not intended for the maintenance survey to involve anything too difficult or strenuous, there are a few tools that will make the job easier and safer including:

- A flashlight
- A long pole or broom handle
- Some kind of pry bar or lifting tool for pulling manhole and grate covers
- Gloves

A resource list is included in the next chapter. Here you will find the phone numbers of the agencies referred to in the tables, as well as the contractors and consultants who designed and constructed your facilities.

SAFETY WARNING: In keeping with OSHA regulations, you should never stick your head or any part of your body into a manhole or other type of confined space. When looking into a manhole or catch basin, stand above it and use the flashlight to help you see. Use a long pole or broom handle to check sediment depths in confined spaces. *NO PART OF YOUR BODY SHOULD BREAK THE PLANE OF THE OPEN HOLE.*

Ponds

There are essentially three kinds of ponds: treatment ponds, infiltration ponds, and detention ponds. Although each pond has unique maintenance requirements, there are also many things they have in common. Your facility is a(n) Detention pond.

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Entire Pond	Quarterly	Yard waste such as grass clippings and branches in basin; presence of glass, plastic, metal, foam, or coated paper.	Remove trash and debris and dispose of properly.
Entire Pond	Quarterly	Vegetation that may constitute a public hazard, e.g., tansy ragwort, poison oak, stinging nettles, devilsclub.	Remove invasive or noxious vegetation. Do not spray chemicals on vegetation without obtaining guidance from WSU Cooperative Extension and approval from City or County.
Entire Pond	Quarterly	Presence of chemicals such as natural gas, oil, and gasoline, noxious odor, or sludge.	First, attempt to locate source of pollution; then call Moderate Risk Waste program at Thurston County Environmental Health to report the hazard.
Entire Pond	Quarterly	Sparse, weedy, or overgrown grass in grassy (dry/infiltration) ponds; presence of invasive species or sparse growth of plants in wet ponds.	Grassy ponds: selectively thatch, aerate, and re-seed ponds. Grass should be kept less than 8 inches high. Wet ponds: hand-plant nursery-grown wetland plants in bare areas. Contact WSU Cooperative Extension for guidance on invasive species. Pond bottoms should have uniform dense coverage of desired plant species.
Entire Pond	Quarterly	Evidence of rodent holes if facility is a dam or berm. Water should not flow through rodent holes.	Destroy rodents and repair dam or berm. Contact Thurston County Health Department for guidance.
Entire Pond	Quarterly	Nuisance insects such as wasps, hornets or mosquitoes that may interfere with maintenance	Destroy or remove insects. Contact WSU Cooperative Extension for guidance.
Entire Pond	Annually	Confirmation that trees are not interfering with maintenance (i.e., mowing, silt removal, or access.)	Prune tree limbs to allow for maintenance. Some trees may be cut.
Inlet	Annually	Confirmation that the riprap under the inlet pipe is intact and that no native soil is exposed. Also, look for accumulations of sediment greater than half the height of the rocks.	Replace rocks and/or remove sediment.
Outlet	Quarterly	A free-flowing overflow that is clear of debris.	Replace riprap if missing. Remove trash or debris and dispose of properly.
Side Slopes	Annually	Signs of erosion around inlets and outlets. Inspect berms for signs of sliding or settling. Take action if eroded damage is over 2 inches deep and where there is potential for continued erosion.	Attempt to determine the cause of erosion and repair it. Stabilize slopes by reinforcing with rock, planting grass, or compacting soil. Contact WSU Cooperative Extension for guidance on slope reinforcement.
Storage Area	Annually	Sediment build-up on pond bottom. A buried or partially buried outlet structure or very slow infiltration rate may indicate significant sediment deposits.	Remove the sediment and re-seed the pond if necessary to improve infiltration and control erosion.
Dikes	Annually	Significant settling of any part of	Build dike back to the original elevation.

		dike.	
Emergency Overflow/ Spillway	Annually	Intact riprap protective area. Repair if any native soil is exposed.	Replace rocks so all native soil is covered.
Trench Drain	Quarterly	Confirmation that the grate is clear of debris and that the drain is not plugged.	Remove debris from grate, clean drain.

Treatment Swales

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Swales	Quarterly	Adequate grass coverage. Take action if coverage is sparse and weedy, or areas are overgrown with woody vegetation.	Aerate soils, reseed and mulch bare areas. Keep grass less than 8 inches high. Remove woody growth, regrade, and reseed as necessary.
Swales	Quarterly	Confirmation that swale has not been filled in or blocked by structures, shrubbery, etc.	If possible, speak with homeowner and request that the swale area be restored.
Swales	Annually	Standing water in swale or very slow flow velocity. Stagnation.	A survey may be needed to verify grades. Grades should be between 1-5%.

Conveyance Piping

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Pipes	Annually	Confirmation that accumulated sediment has not exceeded 20% of the diameter of the pipe and that vegetation has not reduced free movement of water through pipes. Ensure that the protective coating is not damaged and rusted. Dents should not significantly impede flow. <i>Pipe should not have major cracks or tears allowing water to leak out.</i>	Clean pipes of all sediment and debris. Remove all vegetation so that water flows freely through pipes. Repair or replace pipe as necessary.

Grounds and Landscaping

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Landscape d Areas	Quarterly	Uncontrolled weed growth in landscaped areas.	If possible, pull weeds by hand to avoid using chemical weed controls.
Landscape d Areas	Quarterly	Presence of poison ivy or other poisonous vegetation or insect nests.	Remove poisonous vegetation or insect nests.
Landscape d Areas	Quarterly	Yard waste or litter	Remove and dispose of properly.
Landscape d Areas	Quarterly	Noticeably visible rills in landscaped areas.	Identify the causes of erosion and take steps to slow down or disperse the water. Fill in contour, seed area.
Trees and shrubs	Annually	Split, broken or otherwise damaged tree parts and shrubs	Trim trees and shrubs to restore shape. Replace severely damaged trees and shrubs.
Trees and shrubs	Annually	Blown down or knocked over trees or shrubs	Replant trees or shrubs, inspecting for injury to stem or roots. Replace if severely damaged.
Trees and Shrubs	Annually	Exposed roots, inadequate support, severe leaning	Place stakes and rubber-coated ties around young trees/shrubs for support.

Access Roads and Easements

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

Catch Basins, Manholes, and Inlets

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

INSPECTION AREA	FREQUENCY	LOOK FOR	ACTION
Catch basin opening	During and after major storms	Accumulation of trash or debris in front of catch basin opening that prevents water from flowing in	Remove blocking trash or debris with a rake and clean off the grate.
Catch basin	Quarterly	Sediment or debris in the basin. No more than half the depth from the bottom of the pipe to the bottom of the basin should be allowed to accumulate. Use a long stick or broom handle to poke into sediment and determine depth.	Remove debris from catch basin.
Inlet and outlet pipes	Quarterly	Trash or debris in the pipes that has exceeded 1/5 of their height. Ensure there are not tree roots or other vegetation growing in the pipes.	Remove trash or debris from inlet and outlet pipes.
Inlet and outlet pipe joints	Annually	Cracks wider than 1/4 inch and longer than 12-inches at the joint of any inlet or outlet pipe. Also check for evidence of sediment entering the catch basin through cracks.	Repair cracks or replace the joints.
Grate	Quarterly	Cracks longer than 2 inches or multiple cracks.	Replace grate if necessary.
Frame	Quarterly	Confirmation that the frame is sitting flush on top of the concrete structure (slab). A separation of more than 1/4 inch between the frame and the slab should be corrected.	Repair or replace the frame so it is flush with the slab.
Catch basin	Annually	Cracks wider than 1/2 inch and longer than 3 feet. Also check for any evidence of sediment entering the catch basin through cracks. Determine whether or not the structure is sound.	Replace or repair the basin. Contact a professional engineer for evaluation.
Catch basin	Quarterly	Chemicals such as natural gas, oil, and gasoline have may have entered the catch basin. Check for noxious odor or oily sludge.	Clean out catch basin. Contact your local jurisdiction or Thurston County Environmental Health if you detect a color, odor, or oily sludge.
Oil/water separator (downturned elbow or "T" in catch basin)	Quarterly	Significant sludge, oil, grease, or scum layer covering all or most of the water surface.	Remove the catch basin lid and skim off oil layer. Pour oil into a disposable container, seal container, wrap securely in newspaper, and place in trash. Water surface should be clear of oily layer.
Pipe elbow	Quarterly	Damage to top or bottom of pipe; determine whether pipe is plumb.	If pipe is broken, replace pipe in accordance with approved plans on file with your local jurisdiction.



Maintenance Agreement

Type of Contract: Full Service	Contract Term: Single Event
Contract Sent Date: 1-24-08	Contract Start Date:
Project Name: Villages at South Hill	Project #: 25523.01

Owner: Highridge Development, LLC	Contact Name: Rob Rice
Telephone / Fax: 360-754-7010	Email:
Street/Mailing Address: 1868 State Ave NE, Olympia, WA 98506	

Site Address: North of 22 nd St SE & 39 th Ct SE, Puyallup, WA 98374								
System Site Designation	Product Name	Product Type	Number of Cartridges ¹	Media Type ¹	Inspection Frequency ¹	Price per Cartridge Exchange ^{1,2}	Price per Inspection ¹	Price per Clean-out ^{1,2}
.01	MH-72	StormFilter	4	ZPG	Annually	N/A	\$350	\$1,100

Notes - 1. Not all fields may be applicable based on Product and Contract Type. Non-Applicable fields will be designated as such.
2. Price excludes applicable sales tax.

Services provided by CONTECH Stormwater Solutions Inc. (CONTECH) as part of the Full Service Contract for the term listed above:

1. Visual inspection in accordance with the frequency referenced above for each system listed above. Results of this visual inspection will be utilized to determine appropriate system-by-system maintenance needs.
2. System clean-out as warranted. CONTECH provides a turnkey service that includes: removal of the accumulated liquids and solids, replacement of the exhausted cartridges and disposal of the accumulated materials.
3. Preparation and submittal of reports for inspection and clean-out services performed by CONTECH.
4. Issuance of a Certificate of Compliance for each system that has been inspected and/or cleaned by CONTECH and deemed to be in adequate working order.

Inspection and cleaning services to be performed and the related charges are based upon the assumption of unrestricted access, reasonable sedimentation loading, dry conditions, non-hazardous materials and no inappropriate discharges. If site conditions suggest the presence of hazardous materials, then all work will be stopped. The customer may be required to characterize (via analytical testing) the accumulated materials for disposal prior to conducting the field work. Work arising from the presence of regulated materials in excess of permitted levels will be billed as extra services. Regulated materials include but are not limited to: Pesticides, Herbicides, Insecticides, Solvents, Fuels, Strong Acids or Bases, Free Oils and/or Greases. Clean-out services are most effectively performed during the dry months (typically July through September). Price will not be exceeded without prior approval from customer/owner.

This agreement is subject to and includes the attached Maintenance Agreement Terms and Conditions.

This section to be updated/completed by owner or authorized representative:	
Site Contact:	Site Phone:

This is a legally binding contract. CONTECH Stormwater Solutions Inc. agrees to provide and owner agrees to accept the specified services. This agreement is not valid unless signed by both referenced parties below.

Owner/Representative

CONTECH Stormwater Solutions Inc.

Sole member Highridge Dev. LLC

Maintenance Coordinator

Title

Title

Rob Rice
Print Name

Darby J. Arbuckle
Print Name

[Signature]
Authorized Signature & Date

[Signature] 1-24-08
Authorized Signature & Date



MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. **Term of Agreement:** The term of Agreement shall be as defined unless either party gives written notice 60 days prior to date of termination via certified mail. Upon termination of agreement, any outstanding invoices and/or unbilled balances for services actually performed will be immediately due and payable.
2. **Terms of Payment:** Fees for Services will be billed upon completion of work performed. If customer objects to any invoice submitted by CONTECH Stormwater Solutions (CONTECH), customer shall so advise CONTECH Stormwater Solutions, in writing, giving reasons therefore, within fourteen days of the date on said invoice. If customer fails to make any payment due CONTECH for services and expenses within thirty days of the date on the invoice, the amounts not paid will be considered past due. A delinquency charge of 1.5% per month shall be added to the past due amount. In addition, CONTECH may suspend services under this Agreement without liability for delay or for consequential or other damages which may result. If invoices remain outstanding past sixty days, CONTECH shall pursue legal and equitable means to collect the outstanding balance. Customer agrees to pay all reasonable attorney's fees, court costs and collection fees incurred by CONTECH in the collection thereof.
3. **Terms of Price:** The fee structure for services proposed is only valid if the Agreement executed by customer within 60 days from Contract Sent Date. Contracts of greater than 1 year in term may require pricing adjustment due to increases in the cost of labor, fuel, and pollutant disposal. CONTECH may adjust the price to reflect cost increases. Any and all increases to the prices listed in the Agreement must be confirmed, and agreed to, with the customer prior to conducting any work under a changed fee structure. If agreement cannot be reached between CONTECH and customer on new fee structure then the Agreement will be mutually terminated.
4. **Payments in Event of Termination:** In the event this Agreement is terminated, CONTECH will be compensated for services performed under this Agreement to the date of termination in accordance with the above Term of Agreement and Terms of Payment provisions. If this Agreement is terminated by customer, CONTECH will also be compensated for all reasonable costs and expenses incurred to assemble and close project files and records.
5. **Standard of Performance and Service:** CONTECH shall perform its services in accordance with generally accepted standards presently maintained by other practicing professionals engaged in the same type of work in the general location of the Project. CONTECH will not be responsible for delays caused by factors beyond our control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time this Agreement was executed. CONTECH makes no other warranty, express or implied. The services proposed by CONTECH and accepted to by the customer pertain only to those products listed in the Agreement. Maintenance of other stormwater devices or appurtenances at the site is the responsibility of the customer. We encourage the customer to maintain all stormwater structures at the site.
6. **Return of Empty Cartridges:** As pertaining to Cartridge Exchange Contracts only, the customer agrees to return an equal number of empty cartridges (cores) to CONTECH no later than 30 days after delivery date of replacement cartridges. A core charge of \$500.00 per cartridge will be incurred by the customer if empty cartridges are not returned to CONTECH. By special arrangement CONTECH may be able to pick up the empty cartridges at the customer's facility.
7. **Limitation of Liability:** Any and all liability, claim for damages, cost of defense, or expenses to be levied against CONTECH will be limited to a sum not to exceed Ten Thousand Dollars (\$10,000) or the amount of its fee, whichever is lesser, on account of any injury or damage to persons or property or arising out of any error, omission or professional negligence.
8. **Attorney's Fees and Expenses:** In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate courts.
9. **Waiver:** No waiver of a breach of any covenant, term or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
10. **Controlling Law, Jurisdiction and Venue:** The laws of the State of Oregon shall govern this Agreement. Jurisdiction and venue of any dispute hereunder shall be in Multnomah County, State of Oregon.
11. **Additional Terms and Conditions:** This Agreement may be subject to additional terms and conditions such as traffic control, special scheduling, disposal issues, as well as other considerations. Additional terms and conditions will be attached as Addendum A if applicable.

RESOURCE LISTING

If you suspect a problem exists, please contact your local jurisdiction at one of the numbers below and ask for Technical Assistance.

Contact Numbers:

City of Puyallup Public Works

(253) 841-5505

Developer Information:

Highridge Development, LLC
Rob Rice
1868 State Avenue NE
Olympia, WA 98506
360-754-7010

Engineer's Information:

HATTON GODAT PANTIER
1840 Barnes Blvd SW
Tumwater, WA 98512
(360) 943-1599

ATTACHMENT "B"

POLLUTION SOURCE CONTROL PROGRAM

**Auditor's notation
to facilitate
scanning process**

POLLUTION SOURCE CONTROL PROGRAM

Purpose

Many products and practices commonly used in and around the home are hazardous to both the environment and us. Many of these products can end up in our stormwater systems and groundwater. This document gives alternatives, where possible, for those types of products and practices. The Best Management Practices (BMPs) described here, include "good housekeeping" practices that everyone can use.

Recommended Pollution Control Practices For Homeowners

It has been said that the average home today contains more chemicals than the average chemical lab of 100 years ago. When many of these chemicals are used industrially, they can be subject to various health and safety standards; yet these same substances are used freely and often carelessly in our homes.

The BMPs in this section are divided into four categories: **Household Hazardous Wastes**, **Pesticides**, **Remodeling**, and **Septic Maintenance**. Each section includes information on available alternatives.

Household Hazardous Wastes

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

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

It is important to note here that the term "biodegradable" currently has no legal definition in this state. This means that any product can use this term according to the manufacturer's own definition. This definition may not be at all similar to the consumer's perception. The following ideas will help you reduce the risks of stormwater and ground water contamination from many household products:

Household Product Management:

1. Read product labels before purchasing. Toxic product labels will carry many warnings. Either bypass such products or purchase in small quantities. If you cannot use the entire product, try to give it away instead of disposing of it. Pierce County periodically facilitates product exchanges for leftover paints and other hazardous wastes. Call the Pierce County Health Department at (253) 798-6500 for more information.
2. Buy only those detergents that contain little or no phosphorus. Phosphorus can cause algae blooms if washed into lakes or streams. Most detergents that are low or phosphate free are labeled as such.
3. Use no more than the manufacturer's suggested amount of any cleanser. More is not necessarily better.

4. Products such as oven cleanser, floor wax, furniture polish, drain cleaners, and spot removers often contain toxic chemicals. Buy the least toxic product available or use a non-toxic substitute if one can be found. For example, ovens can be cleaned by applying table salt to spills, then scrubbing with a solution of baking soda and water. Table 2 lists substitutes for many commonly used household products.

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

Contact the Hazardous Substance Hotline at 1-800-633-7585 if you have any questions regarding disposal of a product or empty container. The County has both hazardous waste collection days and permanent facilities where residents can bring hazardous wastes. Call the Pierce County Health Department at (253) 798-6500 for more information.

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

Automotive Usage, Care and Maintenance:

From a waste management standpoint, automobile maintenance is best done by professionals at facilities designed to handle, store, and dispose of the waste products properly. Many of these facilities do an excellent job of dealing with waste oils, antifreezes, other fluids, batteries and tires. They often charge a small fee to cover the added expenses, but it's worth it. However if you repair your car at home, please consider these helpful tips:

1. Cars should be serviced regularly. Leaky lines or valves should be replaced.
2. Dumping oil, degreasers, antifreeze, and other automotive liquids into a stream or a storm drain violates city, county and state laws or ordinances. Do not dump them onto the ground because they will end up in stormwater runoff or in groundwater. Do not use oil to reduce dust levels on unpaved areas. Instead, recycle used oil and antifreeze. Keep them in separate containers. Call the Recycling Hotline at 1-800-RECYCLE or call the Pierce County Health Department for the location of the nearest recycling center or, inquire whether your local automotive service center recycles oil. Some may also take used oil filters.
3. Wrap empty oil or antifreeze containers in several layers of newspaper, tie securely and place in a covered trashcan. Antifreeze is sweet tasting, but poisonous to people, fish, pets and wildlife.
4. Sweep your driveway instead of hosing it down. Fluids and heavy metals associated with automobiles can build up on driveway surfaces and be washed into local surface or groundwater when driveways are hosed down.

5. When washing vehicles, do so over your lawn or where you can direct soapsuds onto the lawn or another vegetated area to keep the soaps from washing into the storm drain system or local surface water. Your stormwater pond cannot cleanse soapy water.
6. Small spills of oil and other fluids can be absorbed with materials such as kitty litter or sawdust. Wrap the used absorbent and any contaminated soil in a plastic bag and place in the garbage.

If a spill reaches surface water, you must notify the nearest regional office of the Department of Ecology Immediately! The Southwest Regional Office number is (360) 407-6300 or call 911. There are fines for failure to notify the appropriate agency when a spill occurs.

7. De-icing chemicals (various types of salt) can harm concrete less than three years in age, burn vegetation, and be corrosive to cars and other metal objects. De-icing chemicals and their additives can be toxic. (Cyanide is formed from the breakdown of a common anti-caking agent used in de-icing chemicals.)

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

The use of these chemicals should be minimized or avoided. Instead, shovel walks clear and apply a dusting of sand to improve footing.

TABLE 1. HAZARDOUS HOUSEHOLD SUBSTANCES LIST

AUTO, BOAT AND EQUIPMENT MAINTENANCE	REPAIR AND REMODELING	CLEANSING AGENTS
Batteries Waxes and cleansers Paints, solvents and thinners Additives Gasoline Flushes Auto repair materials Motor oil Diesel oil Antifreeze	Adhesives, glues, cements Roof coatings, sealants Caulking and sealants Epoxy resins Solvent-based paints Solvents and thinners Paint removers and strippers	Oven cleaners Degreasers and spot removers Toilet, drain and septic tank cleaners Polishes, waxes and strippers Deck, patio and chimney cleaners Solvent cleaning fluids
PESTICIDES	HOBBY AND RECREATION	MISCELLANEOUS
Insecticides Fungicides Rodenticides Molluscicides Wood preservatives Moss retardants Herbicides Fertilizers	Paints, thinners and solvents Chemicals (photo and pool) Glues and cements Inks and dyes Glazes Chemistry sets Bottled gas White gas Charcoal starter fluid	Ammunition Asbestos Fireworks

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

TABLE 2. NON- OR LESS TOXIC ALTERNATIVES TO TOXIC PRODUCTS

HAZARDOUS PRODUCT	ALTERNATIVE(S)
Air fresheners	Set out a dish of vinegar; simmer a potpourri of cinnamon and cloves; set out herbal bouquets or potpourri in open dishes; burn scented candles
Bleach	Borax or oxygen bleaches or reduce bleach by ½ and add ¼ - ½ C baking soda; line dry clothes
Brass polish	Worcestershire sauce
Chrome polish	Apple cider vinegar; a paste of baking soda and water; a lemon
Coffee pot cleaner	Vinegar; remove coffee stains with moist salt paste
Copper cleaner	Mixture of lemon juice and salt or tomato catsup
Drain cleaner	Use a plunger followed by ½ C baking soda mixed in ½ C vinegar. Let sit 15 minutes, pour into drain followed by 2 qt. boiling water.
Furniture polish	Linseed, olive or almond oils; a mixture of 3 parts olive oil to 1 part white vinegar; a mixture of 1T lemon oil and 1 pint mineral oil
Garbage disposal deodorizer	Lemon rind or baking soda
Glass cleaner	Mixture of 2T vinegar and 1 quart water
Grease remover	Paste of borax and water on damp cloth
Ink stain remover	Spray with non-aerosol hairspray before washing
Laundry soap	Borax; baking soda; washing soda
Linoleum floor cleaner	Mixture of 1 C white vinegar and 2 gallons water
Mildew remover	Equal parts vinegar and salt
Mothballs	Cedar chips or blocks, dried tansy, lavender or peppercorns
Oil spills	Kitty litter; sawdust
Oil stain remover	White chalk rubbed into stain prior to washing
Oven cleaner	Cover fresh spills with salt; scrape off after the oven cools. A soda water solution will cut grease. Paint ammonia on spills with a paintbrush, then rinse off.
Paint brush softener	Hot vinegar
Paint stripper	Use mechanical sanding instead of chemical strippers
Paint or grease remover	Wear gloves or try baby oil
Pet odor remover	Cider vinegar
Pitch or sap remover	Butter, margarine or vegetable shortening
Porcelain stain remover	Baking soda
Refrigerator deodorizer	Open box of baking soda
Rug/carpet cleaner	(General) Use a soap-based non-aerosol rug shampoo, vacuum when dry. (Spots) Pour club soda or sprinkle cornmeal or cornstarch on the rug, let sit for at least 30 minutes; vacuum.
Rust remover	Lemon juice and sunlight
Rusty bolt remover	Carbonated beverage
Scorch mark remover	Grated onion
Scouring powder	Baking soda or non-chlorine scouring powder
Silver polish	Soak silver in warm water with 1T soda, 1T salt and a piece of

	aluminum foil.
Stainless steel polish	Mineral oil
Toilet bowl cleaner	Paste mixture of borax and lemon juice
Tub and tile cleaner	¼ C soda and ½ C white vinegar mixed with warm water
Upholstery spot remover	Club soda
Water mark remover	Toothpaste
Water softener	¼ C vinegar

Pesticides¹ And Fertilizers

Pesticides and fertilizers are commonly used by homeowners in their quest for bigger, healthier plants and greener, lusher lawns. These chemicals are often overused and misapplied. These chemicals are easily introduced into stormwater runoff and can cause algae blooms (fertilizers) or kill off aquatic organisms (pesticides).

Fertilizer Management:

Fertilizing a lawn can be done in an environmentally sensitive manner. Here are some ideas:

1. Before fertilizing, test your soil's pH by using a readily available kit, or through tests provided by WSU Cooperative Extension. Use only the recommended amount of fertilizer, and any soil amendments, such as lime, that are recommended in your test results.
2. Use fertilizers that are appropriate for your area and for the types of plants you are growing. Work the fertilizer into the soil directly around the plant's drip line. By incorporating the fertilizer in the soil, there will be less likelihood of contaminated runoff. Contact the Thurston Conservation District for more information.
3. Water before fertilizing. Water enough to dampen the ground thoroughly, but not enough to cause surface runoff. Dampening the soil prevents fertilizer from being washed from the surface of dry soil in the first rain or watering after application
4. Many soils can benefit from the use of organic fertilizers such as compost or peat. Not only do these substances add nutrients to soil, they also increase the porosity of the soil and increase its ability to hold water.
5. Slow release fertilizers (which are generally resin-coated) can be used in addition to organic fertilizers. They are not mobile in the soil, and are only applied once.

Integrated Pest Management:

Rather than bringing out the sprayer whenever a pest infestation occurs in the garden, consider using Integrated Pest Management (also known as IPM). IPM emphasizes the evaluation of all factors including environmental effects before chemicals are applied. Pesticides should only be used as a last resort. Some of the tactics that can be used to decrease or eliminate the use of pesticides include:

1. Use of Natural Predators, Pathogens: Because chemical sprays generally kill many beneficial insects instead of just the target pest, it may be necessary to introduce natural

¹ As used here, the word pesticide can mean any herbicide, insecticide, rodenticide, miticide, or other types of chemicals used in the same manner.

predators back into the garden. Ladybugs, lacewings, predatory wasps, and nematodes are all commercially available. Garter snakes and toads are also predators and should not be eliminated from the garden.

There are some bacteria, viruses, and insect parasites that are specific to pests and will not harm other insects or animals. A commonly used bacterium in the Puget Sound area is *Bacillus thuringiensis* (Bt), which is intended to control infestations of tent caterpillars. Products containing Bt are available at your nursery.

2. **Habitat Changes:** Many times a change of habitat can control pest infestations. Removal of old tires can cut down on the mosquito population by removing a convenient water-filled location for them to breed in. Crop rotation, even in a small garden, can reduce the number of pest infestations. Removing last year's leaves from under rose bushes can cut down on the incidence of mildew and blackspot, as these fungi overwinter in dead leaves.
3. **Timing:** Crops that can overwinter (such as leeks or carrots) should be planted in the fall. This gives them time to become established before pests arrive in the spring.
4. **Mechanical:** *Many eggs, larvae, cocoons, and adult insects can be removed by hand.* Be sure that the insect is properly identified prior to removing it so those beneficial insects are not destroyed in error. Drowning insects in plain water or spraying them with soapy water are alternatives to squashing them.
5. **Resistant Plants:** Plants that are native to this area are often more resistant to pests and climate, etc. than are introduced plants. Many plant cultivars have been developed which are resistant to such diseases as verticillium wilt and peach leaf curl. Grass seed mixes are also available for lawns that need much less watering, mowing, and chemical use.
6. **Growing Conditions:** Plants, such as hostas, that require some shade are more susceptible to pests when they are growing in the sun. Improperly fertilized or watered plants are less vigorous in growth and tend to attract pests. Plants that prefer an acid soil, such as azaleas, will perform better and be less susceptible to pests when they are grown in soil with the proper pH.
7. **Chemicals:** Chemicals are a small part of the IPM plan and should be applied only as needed after reviewing all other alternatives.

Pesticide Management:

When use of a chemical is the best or only option, follow these simple guidelines:

1. Know your target pest before spraying. Use the pesticide according to the manufacturer's instructions and buy only the needed quantity. Many pesticides have a limited shelf life and may be useless or degrade into even more toxic compounds if for extended periods of time.
2. Do not apply more than the specified amount. Overuse can be dangerous to your health as well as the health of wildlife and the environment. If more than one chemical can be used to control the pest, choose the least toxic. The word "caution" on the label means that the chemical is less toxic than one that is labeled "warning".
3. Do not spray on windy days, in the morning of what will be a very hot day, or when rain is likely. Herbicides can drift and injure valuable ornamental plants. Do not water heavily after application. Plants should be lightly watered BEFORE application to prevent burning of the foliage, and to help evenly spread the chemical.

4. Never apply pesticides near streams, ponds, or wetlands (exception: approved applications for aquatic weeds). Do not apply pesticides to bare eroded ground (exception: use of low toxicity herbicides such as Round-up to allow growth of desired planting in small areas). Many pesticides bind to soil particles and can be easily carried into a stream or storm drain.
5. Pesticides should be stored well away from living areas. Ideally, the storage area should have a cement floor and be insulated from temperature extremes. Always keep pesticides in their original containers with labels in tact. Labels often corrode and become illegible in this climate and may have to be taped onto the container.
6. Federal law now requires that all pesticides be labeled with the appropriate disposal method. Leftovers should never be dumped anywhere, including a landfill. Take unwanted pesticides to the County's hazardous waste collection days or Hazo House at the landfill.
7. Empty containers should be triple-rinsed and the rinse water used as spray. Once containers are triple-rinsed, they are not considered hazardous waste and may be disposed of in most landfills. However, call your local landfill before putting the container in the garbage.
8. If a pesticide is spilled onto pavement, it can be absorbed using kitty litter or sawdust. The contaminated absorbent should be bagged, labeled and taken to Hazo House.
9. If the pesticide is spilled onto dirt, dig up the dirt, place it in a plastic bag and take it to Hazo House.
10. Many pest control companies and licensed applicators have access to pesticides that are more toxic than those available to the consumer. Check with the company before they spray indoors or outdoors to find out what spray they will be using and what precautions, if any, are necessary after the operator leaves.

Home Remodeling

Remodeling uses some of the most toxic substances found in the home. Paints, preservatives, strippers, brush cleaners, and solvents all contain a wide range of chemicals, some of which are suspected to be carcinogenic (cancer causing). These products should never be dumped in a landfill or put down a sewer or septic system.

1. When building a deck consider using wood or wood alternatives such as recycled wood/plastic decking instead of concrete. Wood decking allows rainwater to drip onto the ground below, keeping it from becoming surface runoff.
2. Decks and sidewalks can also be built out of brick interlocking pavers or modular concrete. If these surfaces are placed on a bed of well-drained soil gravel or sand, rainwater can infiltrate into the ground around them.
3. To reduce disposal problems, buy only the needed amount. Used turpentine or brush cleaner can be filtered and reused. Paint cans should be allowed to dry and then be disposed of during a hazardous waste collection day or at Hazo House.
4. Leftover paint can be given away, for example to a theater group. Contact the Pierce County Health Department at (253) 798-6500 for other options.

5. Roof downspouts can be adjusted to infiltrate runoff to a well drained area. The runoff from them can enter a gravel bed where it can infiltrate into the ground. For design criteria, see your jurisdiction's drainage manual.
6. When gardening on slopes, reduce the potential for surface runoff by using terraces across the face of the hill. These can be as simple as little soil "bumps" or more elaborate using timbers, masonry or rock walls.

Septic System Care and Management

While septic systems do not seem to have a direct relationship with stormwater runoff, they can in some instances be related.

1. Roof drains and stormwater runoff should be diverted away from drainfields. Excess water reduces the capacity of the drainfield to absorb effluent from the septic tank.
2. Water from hot tubs should not be drained into a septic system all at once. They are not designed to handle large volumes of chlorinated water. Either use the water on plants in the yard, or drain the hot tub slowly over a period of days.
3. Septic tanks should be pumped regularly. Pooled water, damp places in the yard, foul odors and/or a dark gray or black soil color may indicate septic drain field failure. Effluent from a malfunctioning septic can cause disease and nitrate problems in groundwater. For septic system assistance, contact the Thurston County Health Department at (360) 786-5490.

References

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

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

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

I. GLOSSARY

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

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

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

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

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

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

COMPOST STORMWATER FILTER - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of specially prepared bigleaf maple compost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RETENTION FACILITY - An infiltration facility.

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

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

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

RUNOFF - Stormwater.

SAND FILTER - A treatment facility that removes sediment and pollutants from stormwater by percolating water through a layer of sand.

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

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

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

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

ATTACHMENT B
TO DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES AT SOUTH HILL

LEGAL DESCRIPTION

Lot 2 of Short Plat No. 06-81-008, recorded on July 13, 2006 under Pierce County Auditor's File No. 200607135003.

In Pierce County, Washington.

ATTACHMENT C
TO DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES AT SOUTH HILL

LEGAL DESCRIPTION

Additional Benefited Property

Lot 1 of Short Plat No. 06-81-008, recorded on July 13, 2006 under Pierce County Auditor's File No. 200607135003.

In Pierce County, Washington.