

RETURN ADDRESS

Document Title(s)

Covenants Conditions & Restrictions -- Evergreen Heights Phase I

Reference Numbers(s) of related documents

_____ Additional Reference #-s on page

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

Evergreen Heights, LLC

_____ Additional grantors on page

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

Public

_____ Additional grantees on page

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

SW, SE, SE, NW, 25-18N-1W

_____ Additional legal is on page


Assessor's Property Tax Parcel/Account Number

11825230100

_____ Additional parcel #-s on page

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

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



Signature of Requesting Party



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THURSTON COUNTY DEVELOP COV \$142.00 Thurston Co. Wa.

**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVERGREEN HEIGHTS, PHASE I
IN THURSTON COUNTY ACCORDING TO THE PLAT
RECORDED IN THE OFFICE THURSTON COUNTY AUDITOR
NUMBER 3879668**

The undersigned, Evergreen Heights, LLC, a Washington limited liability company ("Declarant"), being the owner of lots 1 through 88 and Open Space/Stormwater Tracts A & B & C & D & E & F & G of Evergreen Heights, Phase I, in order to provide for the sound development, the aesthetic quality and the healthful conditions of the aforesaid real property and so as to provide for control of the structures, buildings and improvements to be constructed on the property, do hereby covenant for their successors, heirs and assigns and agree to keep all of the covenants, conditions and restrictions hereinafter set forth and which are hereby made applicable to the aforescribed real 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 Resource Protection Plan; Attachment 'B' for Stormwater Facilities Maintenance; and Attachment 'C' 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 Evergreen Heights Owners' Association.

**ARTICLE I
COVENANTS RESPECTING USE**

A. Land Use and Building Types. All of the lots in Evergreen Heights 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 purchaser's 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.

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.



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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 on the front of the dwelling 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.

5. Front yard landscaping shall not be significantly altered without approval of the Architectural Committee. In no case shall street tree in 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.

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 this Article I.B, to be used in implementing 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 Thurston County 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 subdivision 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 subdivision. 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 Evergreen Heights 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 Evergreen Heights which detracts from the value of Evergreen Heights 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 vehicle of any kind whatsoever, items covered by a tarp, visible kennels, and landscaping which is not properly maintained.

H. Vehicle Maintenance. 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 in the subdivision. 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 trailer 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 property in conformance with these covenants. Storage of these items are 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 subdivision. 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 subdivision 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 subdivision. 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 an area outlined as covered property and/or common area, 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, 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 subdivision 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. 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.



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 Open Space/Common Area tract. Without limiting the foregoing, no parking is permitted on any private street or roadway, including, without limitation, on Malia Lane or Tract F.

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 increase traffic flow or parking issues nor uses common area 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. 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 contains (a) roofing material, siding, paving materials, flora, balloons, light, or similar building, landscaping, or "nonstandard" decorative components, (b) are 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) which includes the painting of architectural surfaces, (d) which threaten the public health or safety, (e) which are larger than four feet by four feet, (f) which violates a law, (g) which contain language, graphic, or any display that would be offensive to the ordinary person, (h) that are accompanied by music or other signs or streamers or is otherwise distracting to motorists or (i) placed more than 60 days before an event or left 10 days after 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 regards to landscaping, unless placed there by the developer or the Board of Directors.

X. Leases. Any agreement for the leasing or rental of a Residence shall provide that the terms of such lease 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 attractive condition front yard landscaping. Front yard must be maintained 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 make said improvements within a timely manner. Lack of response will result in the association taking action to maintain the area and the property owner will be charged for the cost incurred by the association.

Z. Repair, Maintenance and Replacement of Screen Fence and Trees. The Owners of Lots 1 through 19, inclusive, shall each be solely responsible as to their Lot, for the repair, maintenance and replacement of: (I) the fence along the rear of their respective Lots; and (ii) the double row of offset tress planted along the rear of their respective Lots. 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 such 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. If any Owner fails to provide the repair, maintenance or replacement required pursuant to this paragraph, the Association 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 II.H as charges and assessments.

AA. Party Fences. Each fence built as part of the original construction on the Lots which shall serve and/or separate two adjoining Lots shall constitute a party fence. To the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party fence shall be shared equally by the Owners whose Lots are separated by such fence. If a party fence is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner whose Lot is separated by such party fence from another Lot may restore it. Each other Owner whose Lot is separated from another Lot by the party fence shall contribute to the cost of restoration in proportion to the number of Owners whose Lots are separated by such fence. Such contribution will not prejudice the right to receive a larger contribution from any Owner for negligent or willful acts or omissions to the extent causing the damage or destruction to such fence. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the Lots, shall benefit and burden such Lots and shall run with the land.

BB. Tract D. The Association shall cause Tract D to be maintained in its original forested state.

ARTICLE II ARCHITECTURAL COMMITTEE AND HOMEOWNERS ASSOCIATION

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 Evergreen Heights 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 Evergreen Heights 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 addresses 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 noncompletion 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 Thurston 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 in Official Records. Each Owner hereby is deemed to have consented to and authorized the recordation against his 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, do 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 Covered 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 (at the registered address of the Association) 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, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Development generally. 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 Evergreen Heights as a whole; that the Improvement complies with the Architectural Standards; that the appearance of any Improvements will be in harmony with the surrounding structures; that the construction of any Improvement will not detract from the beauty and attractiveness of Evergreen Heights or the enjoyment thereof by the Owners; that the upkeep and maintenance of any Improvement will not become a burden on the Association; and that no violations of the use restrictions set forth this Declaration exist.

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 of such Improvement by the holder of any such easement, or may condition its approval upon approval of any such Improvement by the appropriate governmental entity, 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 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 therefore from any Owner as to his 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 event, 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 purpose.

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 of 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 contract (whether or not it shall be so expressed in such deed 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 Area 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 Area.



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) Installation, maintenance and repair of common path, walkways, and/or private roads;
- (2) Providing services to the Common Area 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) Purchase of insurance for the Association;
- (5) Management of the Association;
- (6) Carrying out the duties of the Association as outlined in Attachment "A" - Resource Protection Plan and Attachment "B" - Agreement to Maintain Stormwater Facilities.
- (7) 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 Thurston County Auditor, Thurston County, of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area 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 31st of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st of December.

D. Amount 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 Forty & Five Dollars (\$45.00) per month, payable quarterly, in advance. Thereafter, the maximum monthly assessments for any particular assessment year shall be in such amount, 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. This fee 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 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 non-essential improvements or activities or 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 Area.



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 in Evergreen Heights shall be subject to the charges and assessments provided for in and for the purposes set forth in the Articles of Incorporation and By-Laws of Evergreen Heights Owners' Association, a Washington non-profit corporation. Said corporation shall have a lien against all lots in said subdivision for said charges and assessments, including 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 and corporation shall be entitled to recover the cost of title search and court costs, together with attorney's fees in such amount as the court may adjudge 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 COVENANTS

These covenants may be modified by an instrument in writing signed by the owners of 75% or more of the lots included in Evergreen Heights, which instrument shall be recorded to be effective.



**ARTICLE V
TERM AND CONSTRUCTION**

These covenants, conditions, and restrictions 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 these covenants, conditions, and restrictions for a period of 20 years from the date these covenants are recorded, after which these covenants 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 such covenants in whole or in part.

**ARTICLE VI
ENFORCEMENT**

Enforcement of these covenants, conditions, and restrictions may be by proceeding at law or in equity against any person or persons violating or attempting to violate such covenants, conditions, and restrictions, 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 purpose and the approval of the Class B member thereof.

B. By Declarant. If at any time or times prior to December 31, 2012, 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 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 Area. The Declarant shall repair any damage to and complete any restoration of the Property caused or necessitated 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. *Use of existing improvements.* Without limiting the rights reserves 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 D 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 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 any one or more of these 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.



ATTACHMENT A
RESOURCE PROTECTION PLAN

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THURSTON COUNTY DEVELOP COV \$142.00 Thurston Co. Wa.

MARVIN ROAD RESIDENTIAL

Integrated Pest Management Plan

Prepared for:

**Evergreen Heights, LLC
1868 State Avenue NE
Olympia, WA 98506
(360) 754-7010**

Date:

July 19, 2006

Prepared by:

Blake Wilkerson, E.I.T.

Reviewed by:

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



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THURSTON COUNTY DEVELOP COV \$142.00 Thurston Co. Wa.

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Appendix A – Stormwater Maintenance Guide



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I. INTRODUCTION

Background

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

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

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

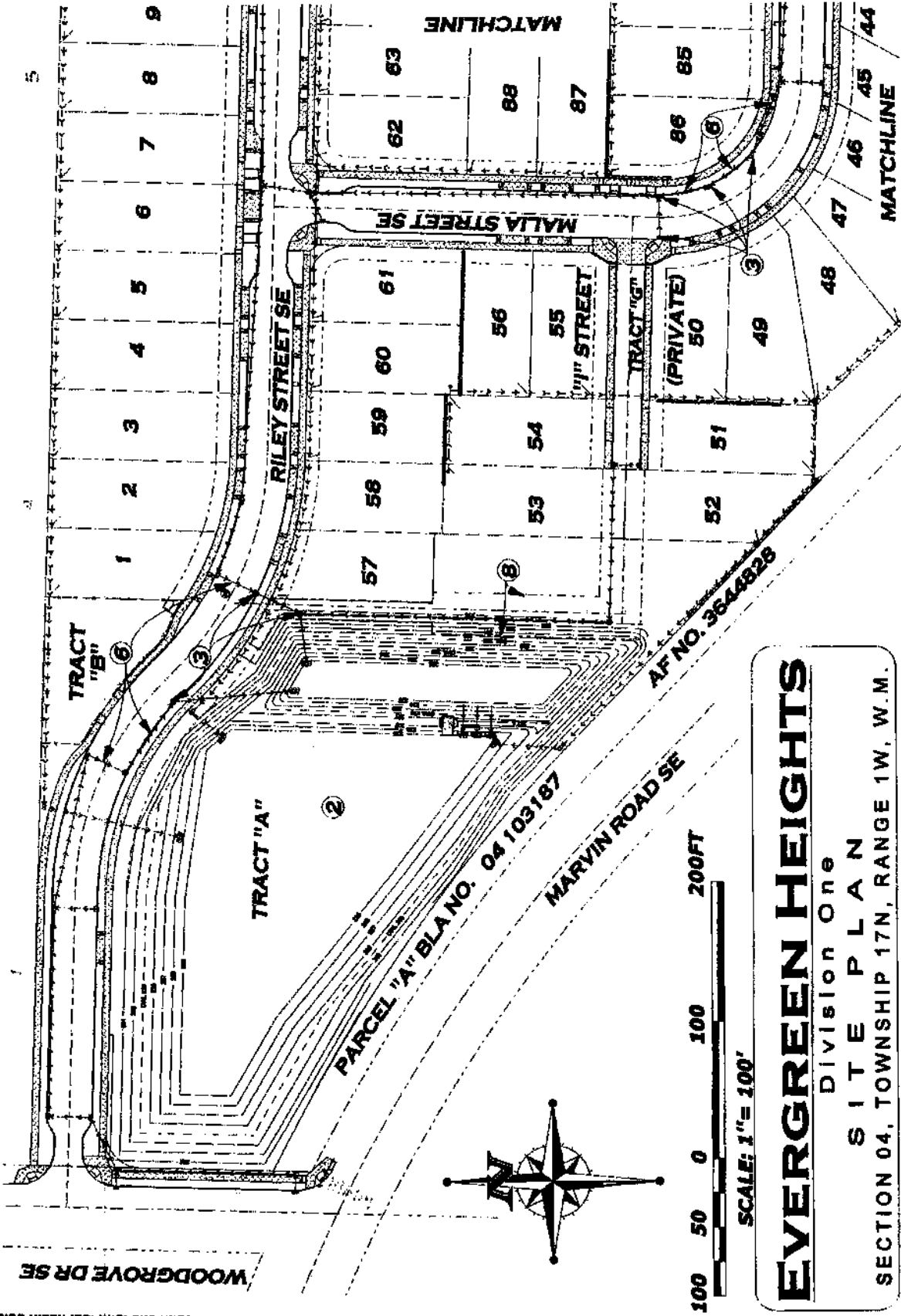
A. Responsibility

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



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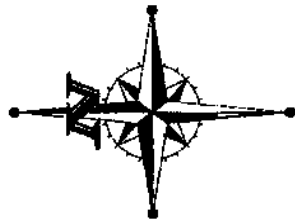


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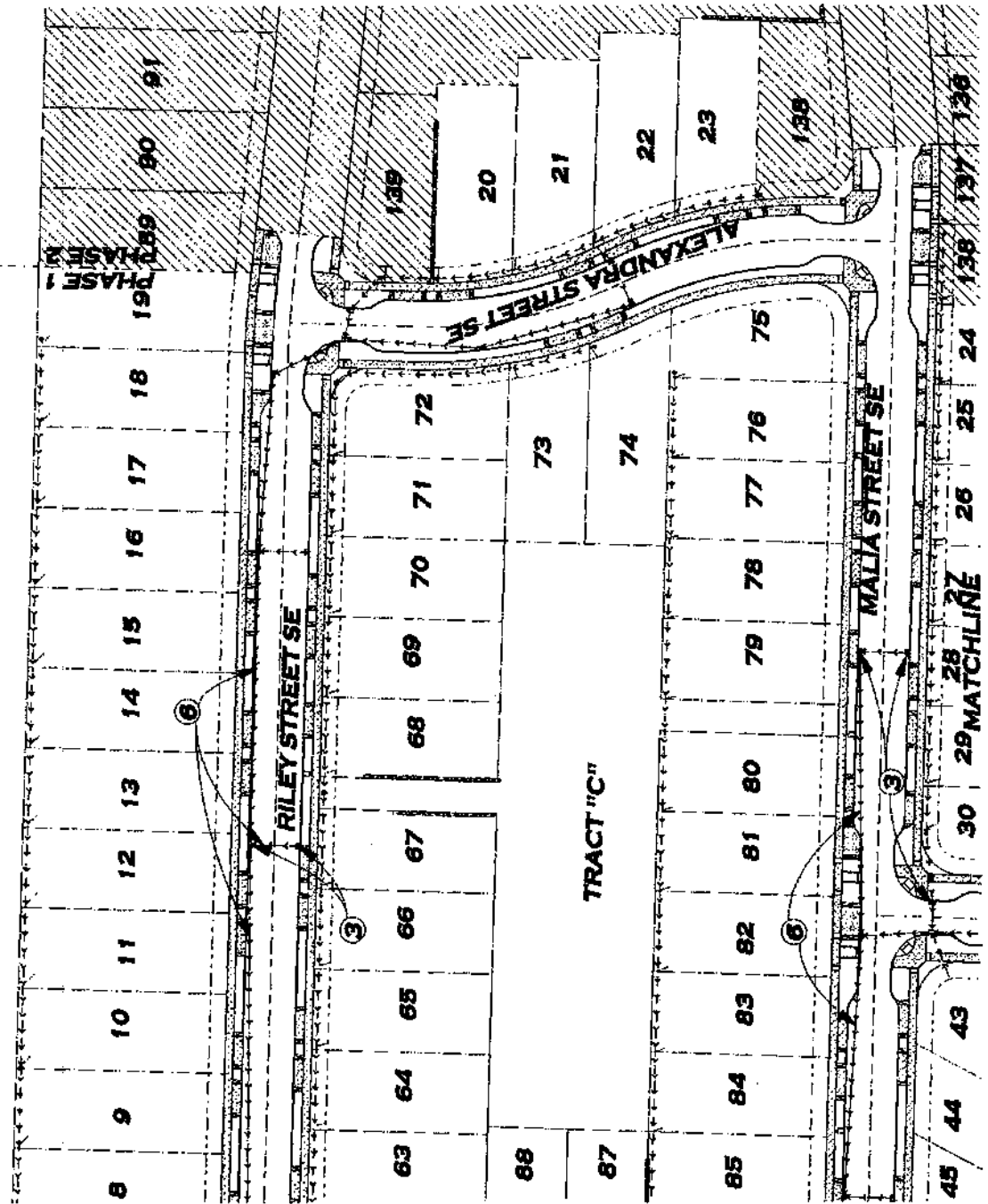


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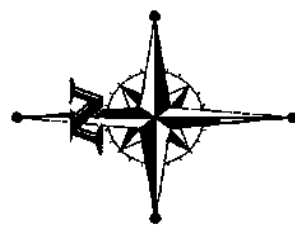
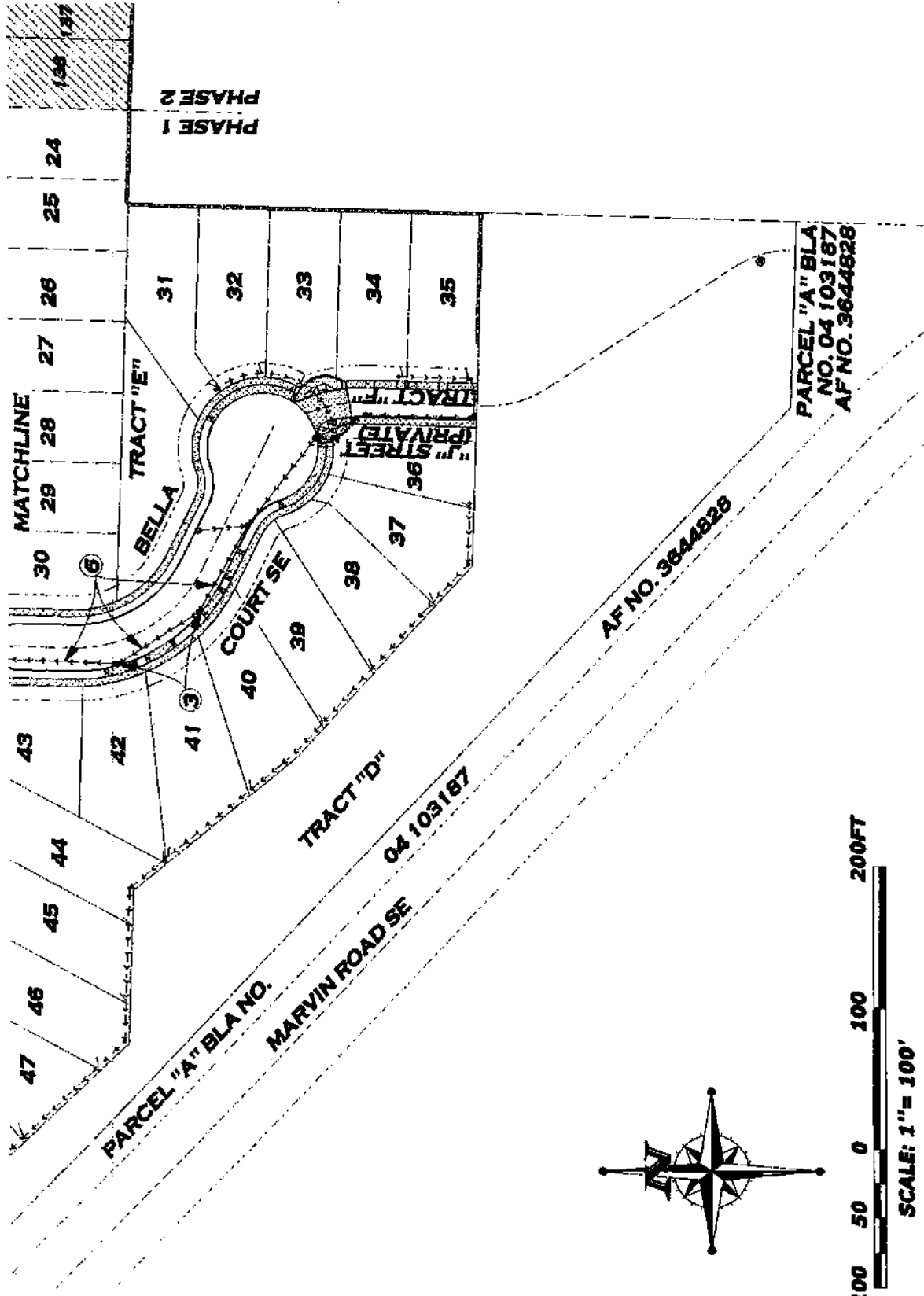


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B. Project Description

This project proposes to build 176 single family detached houses in 2 divisions; 88 single family detached houses in Division One and 88 single family detached houses in Division Two. The drainage and erosion control plan for this subdivision is being submitted as part of this project.

The proposed Evergreen Heights site is located in the South half of the Northwest quarter of Section 25, Township 18 North, Range 1 West, Willamette Meridian, Thurston County. The project is east of the intersection of Marvin Road SE and Woodgrove Drive SE within the City of Lacey Urban Growth Boundary (see Site Plan above).

This project will include six internal public roadways and two private roadways to serve the individual lots. The lots will be served by City of Lacey water and STEP sewer. Stormwater from the developed areas of Evergreen Heights will be directed into infiltration ponds by catch basins and piping. Access to the drainage facility will be by an easement and 8.02 acres is designated open space.

Road improvements include the construction of an internal 42-foot wide paved public roadway sections with 50-foot radius cul-de-sacs and 20-foot private roadway sections. The roads will be crowned with a two percent (2%) slope to each side. The ponds have been sized according to the 1994 Thurston County Drainage Manual standards.

Drainage from adjacent property is not tributary to this project. The site is located in the Henderson Inlet and Nisqually River watersheds and zoned Low Density Residential. This zoning allows for 3-6 units per acre. Stormwater associated with this project will be directed via catch basins and piping to wet ponds for treatment then discharged to infiltration ponds to recharge the aquifer.

The western parcel consists mostly of old second growth Douglas-fir trees. The eastern parcel has mostly been cleared with some mowed grass and a few trees. This parcel was used for tree harvesting in the past, but is currently vacant. Three ridges north-south ridges onsite. One ridge is located in the western portion of the site, one that bisects the plat, and one in the eastern portion of the site. A fourth ridge is located just east of the project. The western portion of the western parcel drains to the west. The eastern portion of the western parcel drains to the north. The eastern parcel drains to the north. The elevation ranges from 230 in the northeast to 300 in the west of the western parcel and 250 in the north and 300 in the west of the eastern parcel.

The Thurston County Soils map lists most of the soils on the site as Alderwood gravelly sandy loam, Indianola loamy sand, McKenna gravelly silt loam, Nisqually loamy fine sand, and Spanaway gravelly sandy loam. The Alderwood soils are mapped throughout most of the site and north and east of the site. The Indianola soils are mapped in the northwestern corner of the western parcel. McKenna soils are mapped on the northern boundary of the eastern parcel. The Nisqually soils are mapped along the western boundary of the western parcel while the Spanaway soils are mapped in the southern corner of the western parcel.

A soils investigation by Pacific Rim Soil and Water indicated that surface soils were Indianola loamy sand with shallow till in the western parcel and Nisqually loamy fine sand with a shallow till layer over gravelly loamy sands in the eastern parcel.



The eleven soil logs were dug throughout the site. Four in the location of the west infiltration pond and five in the location of the east infiltration pond, one west of the east pond and the last east of the east pond. Two pits in the location of the east pond were dug to a depth greater than 16 feet revealing a loose well-drained soil layer below the glacial till. The recommended infiltration rate is 1.00 inches per hour for the west pond and 4.00 inches per hour for the east pond. The higher infiltration rate can be achieved if the bottom of the east pond is located within the well-drained soils below the till layer.

Slopes within the majority of the proposed site are at 3 to 15%. The steepest slope is 26% located in the southern portion of the site. The site lies between elevations 228 and 300. The project is located within an aquifer sensitive area as defined by the Northern Thurston County Ground Water Management Plan. There are no wetlands, seeps, springs, or creeks present on the property.

II. COMMON HAZARDS TO WATER RESOURCES

General

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

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

A. Point sources of pollutants

1. Household products

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

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



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

2. Automotive care products

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

B. Non-point sources of pollutants

1. Yard care products

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

2. Stormwater runoff

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



III. REDUCING IMPACTS ON WATER RESOURCES

General

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

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

A. Household operations

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

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

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



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

B. Automotive care and maintenance

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

Urea salts are an alternative to other types of salt de-icers, but great care must be used



in applying them. These salts contain large quantities of nitrogen, which can severely burn plants and encourage algae growth in lakes if over-applied. The use of these chemicals should be minimized or avoided. Instead, shovel walks clear and apply a dusting of sand to improve footing.

C. Landscape design and maintenance

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

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

Evergreen Plants:

Trees - western red cedar, douglas fir, western hemlock

Shrubs – rhododendron, evergreen huckleberry, tall oregon grape

Ferns – lady fern, sword fern, deer fern

Groundcover – manzanita, kinnikinnik, common juniper

Deciduous Plants:

Trees – big leaf maple, pacific dogwood, bitter cherry

Shrubs – western azalea, nootka rose, red huckleberry

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



4. Proper use of fertilizers yields better plants and reduces negative impacts to our water resources. Fertilizers typically contain high levels of nitrogen and phosphorus, both of which can damage ground and surface waters. The following are a few tips to optimize the use of fertilizers in your garden.

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



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

D. Pest control

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

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

2. Many times a change of habitat can control pest infestations. Removal of old tires can cut down on the mosquito population by removing a convenient water-filled location for them to breed. Crop rotation, even in a small garden, can reduce the number of pest infestations. Removing last year's leaves from under rose bushes can cut down on the incidence of mildew and blackspot, as these fungi overwinter in dead leaves.
3. Crops that can overwinter, such as leeks and carrots, should be planted in the fall. This gives them time to become established before pests arrive in the spring.
4. Many eggs, larvae, cocoons, and adult insects can be removed by hand. Be sure that the insect is properly identified prior to removing it so beneficial insects are not destroyed in error. Drowning insects in plain water or spraying them with soapy water are alternatives to squashing them.
5. Plants native to this area are often more resistant to pests and climate than are introduced plants. Many plant cultivars have been developed that are resistant to



diseases such as verticillium wilt and peach leaf curl. Grass seed mixes are also available for lawns that require less watering, mowing, and chemical use.

6. Plants, such as hostas, that require some shade are more susceptible to pests when they are grown in the sun. Plants that are not properly fertilized or watered are less vigorous in growth and tend to attract pests. Plants that prefer an acid soil, such as azaleas, will perform better and be less susceptible to pests when they are grown in soil with the proper pH.

E. Pesticide management

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



9. If a pesticide is spilled onto dirt, dig up the dirt, place it in a plastic bag and take it to Hazo House.
10. Many pest control companies and licensed applicators have access to pesticides that are more toxic than those available to the consumer. Check with the company before they spray indoors or outdoors to find out what spray they will be using and what precautions, if any, are necessary after the operator leaves.

F. Stormwater control

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

Stormwater runoff, water that leaves your property during rainy weather, may be the largest source of pollutants to nearby water resources. As this stormwater moves over your property it picks up soil, fertilizers, pesticides, oils and grease, and a multitude of other pollutants from the driveway and roadway areas.

There are stormwater control features designed into this development to help reduce the affects of these pollutants. The infiltration ponds will store stormwater runoff from the roadways, lawns, and open spaces up to and including the 100-year 24-hour event. Proposed stormwater facilities will treat the runoff before discharging to ground as required by the Drainage Manual. While the runoff sits in the swale larger sized particles and attached pollutants are removed or settled out. In addition, the healthy plant life in the treatment ponds will remove a portion of the pollutants through biological processes. Water in the infiltration ponds percolates through the soil where more particles and pollutants are removed. Eventually, the water reaches the aquifer below the pond. Storm runoff from rooftops has few pollutants associated with it and will discharge to drywells on individual lots.

Downstream impacts are not anticipated to any facilities. West Pond will be located on the western boundary of the proposed development while the East Pond will be located in the central portion of the site. All stormwater runoff from the 100-eyar event must be infiltrated and the ponds must drain within 48 hours per Thurston County Drainage and Erosion Control Manual. The design infiltration rate for the west pond is 1.00 inches per hour while the east pond infiltration rate is 4.00 inches per hour. There is a restrictive till soil layer below the west pond, thus reducing the infiltration rate.

The wet ponds will be landscaped with water plants at and above the Dead Water Level. Water and drought tolerant hydroseed will be used to landscape the infiltration ponds. The landscaping in the open spaces will be protected as much as possible during construction. After construction, all disturbed areas will be landscaped with native plants.



G. Erosion control

Prior to commencing any grading or filling upon the site, all erosion control measures, including installation of a stabilized construction entrance, shall be installed in accordance with this plan and the details shown on the drawings. More specifically, the following construction sequence shall be observed:

1. Construction on this site shall be conducted substantially in accordance with the construction sequence described on the plans and in this erosion control plan. Deviations from this sequence shall be submitted to the project engineer and permitting jurisdiction. Deviations must be approved prior to any site disturbing activity not contained within these plans.
2. For each phase of the development of this site, the following general sequence shall be observed:
 - a. Install perimeter filter fabric fence as shown.
 - b. Install inlet protection for existing inlets in the vicinity of areas to be disturbed.
 - c. Call for inspection by the project engineer.
 - d. Construct temporary sedimentation trap(s) and outlet(s).
 - e. Perform grading directing site runoff towards the sediment trap prior to discharge from the site.
 - f. Install temporary piping, as required, to direct runoff towards the sediment trap.
3. Once the site is disturbed, continue operations diligently toward completion.
4. Monitor all erosion control facilities, and repair, modify, or enhance as directed or as required.

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

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



Disturbed areas on and off-site shall be hydroseeded or otherwise landscaped or stabilized upon project completion to provide permanent erosion control where required. Erosion control measures shall remain in place until final site stabilization is imminent (e.g., paving scheduled with a favorable weather forecast).

Existing slopes in the area of the stormwater ponds are at a maximum of 4%. The temporary sediment ponds will be excavated into the native soil. No embankment is required.

The Project Engineer, or someone under his direct supervision, and the permit authority shall inspect the temporary erosion control facilities (construction entrance, sediment traps, and erosion control barriers) prior to commencement of construction. During and following construction, the Engineer shall inspect the construction of the permanent stormwater facilities and report to the permit authority his findings as to performance and operability of the completed system.

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



IV. RELATED DOCUMENTS

Resources

A. Contact Numbers

Lacey Water Resources	491-5800
Olympia Water Resources	753-8788
Tumwater Public Works	754-4140
Yelm Public Works	458-3244
Thurston County Storm & Surface Water Management	754-4681
WSU Cooperative Extension	786-5445

Developer Information:

Evergreen Heights, LLC
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

B. Reference material

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

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

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

Gardening with Native Plants of the Pacific Northwest by Arthur Kruckeberg

C. Quick Reference List of Toxic Products and Alternative Products

Table 1 - Hazardous Household Substances

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



Table 1 Hazardous Household Substances

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

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



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

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



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

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



D. Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

RETENTION FACILITY - An infiltration facility.

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

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

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

RUNOFF - Stormwater.

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

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

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

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

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



APPENDIX A – STORMWATER MAINTENANCE GUIDE



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PONDS

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

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



CATCH BASINS AND INLETS

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

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



FENCING, SHRUBBERY SCREENS, AND GATES

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

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



CONVEYANCE PIPES, DITCHES, AND SWALES

Part of System to Check	When to Check it	What to Check For	What to Do
Pipes	Annually	Accumulated sediment should not exceed 20% of the diameter of the pipe. Vegetation should not reduce free movement of water through pipes. Ensure that the protective coating is not damaged and rusted. Dents should not significantly impede flow. Pipe should not have major cracks or tears allowing water to leak out.	Clean out pipes of all sediment and debris. Remove all vegetation so that water flows freely through pipes. Repair or replace pipe.
Open ditches	Quarterly	There should not be any yard waste or litter in the ditch.	Remove trash and debris and dispose of them properly.
Open ditches	Annually	Accumulated sediment should not exceed 20% of the depth of the ditch.	Clean out ditch of all sediment and debris.
Open ditches & Swales	Annually	Check for vegetation (e.g., weedy shrubs or saplings) that reduces the free movement of water through ditches or swales.	Clear blocking vegetation so that water flows freely through ditches. Grassy vegetation should be left alone.
Open ditches & Swales	Quarterly	Check around inlets and outlets for signs of erosion. Check slopes for signs of sloughing or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion.	Eliminate causes of erosion. Stabilize slopes by using appropriate erosion control measures (e.g., reinforce with rock, plant grass, compact soil.)
Open ditches & Swales	Annually	Native soil beneath the rock splash pad, check dam, or lining should not be visible.	Replace rocks to design standard.
Swales	Quarterly	Grass cover is sparse and weedy, or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Keep grass less than 6 inches high. Remove woody growth. Regrade, and reseed as necessary.
Swales	Quarterly	Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that the swale area be restored.
Swales	Annually	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1-5% range if possible. If grade is less than 1%, underdrains may need to be installed.



GROUNDS AND LANDSCAPING

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



ACCESS ROADS AND EASEMENTS

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



DRYWELLS, FRENCH DRAINS, AND DOWNSPOUTS

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

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



ATTACHMENT B

STORMWATER FACILITIES MAINTENANCE



Return to:
Thurston County Storm & Surface Water
2000 Lakeridge Dr. SW
Olympia, WA 98502

**RESIDENTIAL
AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN
THURSTON COUNTY (HEREINAFTER "JURISDICTION")
AND
EVERGREEN HEIGHTS, LLC
THEIR HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNERS")**

GRANTOR: EVERGREEN HEIGHTS, LLC

GRANTEE: THURSTON, COUNTY OF

**LEGAL DESCRIPTION: PLAT OF EVERGREEN HEIGHTS DIVISION ONE, A PORTION OF SEC. 25,
TWP 18N, RGE. 1W, W.M.**

ASSESSOR'S TAX PARCEL NO.: 11825230100

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.

LEGAL DESCRIPTION:

**TRACTS A OF THE PLAT OF EVERGREEN HEIGHTS DIVISION ONE IN SECTION 25, TOWNSHIP 18
NORTH, RANGE 1 WEST, W.M.**

Whereas, the OWNERS have 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 water resources, the Jurisdiction and the OWNERS hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.



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OWNERS 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 appointment at 1868 State Avenue NE, Olympia, WA 98506. 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 as specified in the attached instructions or more often if necessary. The OWNERS are encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to the Jurisdiction regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15 of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address, and telephone number of the businesses, 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, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) Execute the following periodic major maintenance on the subdivision's stormwater facilities: sediment removal from ponds, managing vegetation in wet ponds, resetting orifice sizes and elevations, and adding baffles.

THE JURISDICTION SHALL:

- (1) Maintain all stormwater system elements in the public rights-of-way, such as catch basins, oil-water separators, and pipes.
- (2) Provide technical assistance to the OWNERS in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as Jurisdiction time and resources permit.
- (3) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with the OWNERS.
- (4) Review this agreement with the OWNERS and modify it as necessary at least once every three (3) years.



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THURSTON COUNTY DEVELOP COV

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REMEDIES:

- (1) If the Jurisdiction determines that maintenance or repair work is required to be done to the stormwater facilities located in the subdivision, the Jurisdiction shall give the OWNERS notice of the specific maintenance and/or repair required. The Jurisdiction shall 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 OWNERS stating the Jurisdiction's intention to perform such maintenance and bill the OWNERS for all incurred expenses.
- (2) If at any time the Jurisdiction determines that the existing system creates any imminent threat to public health or welfare, the Jurisdiction may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other OWNER'S responsibilities shall remain in effect.
- (3) The OWNERS grant 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 OWNERS shall assume responsibility for the cost of maintenance and repairs to the stormwater facility, except for those maintenance actions explicitly assumed by the Jurisdiction in the preceding section. Such responsibility shall include reimbursement to the Jurisdiction within 90 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Jurisdiction will be borne by the parties responsible for said reimbursements.

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

Owner



STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 25 day of October, 2006, before me personally appeared Rob Rice to me known to be the Member of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

DATED this 25 day of October, 2006.
NOTARY PUBLIC
STATE OF WASHINGTON
SABRENA CAROL ORR
My Appointment Expires October 11, 2010

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

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

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 _____

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

Thurston County

APPROVED AS TO FORM:

ATTACHMENT C

LEGAL DESCRIPTION

See attached Plat Certificate - Schedule A.



PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: 2049336

LEGAL DESCRIPTION

EVERGREEN HEIGHTS - DIVISION 1

THAT PORTION OF PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO. 04 103187TC, AS RECORDED MAY 27, 2004 UNDER AUDITOR'S FILE NO.S 3644827 AND 3644828 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL "B" A DISTANCE OF 1359.21 FEET SOUTH 88 10'08" EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01 49'52" WEST 132.59 FEET; THENCE SOUTH 83 41'11" EAST 27.26 FEET; THENCE SOUTH 06 18'49" WEST 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 06 18'49" WEST 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94 28'57" AN ARC LENGTH OF 41.23 FEET; THENCE SOUTH 01 49'52" WEST 23.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 88 10'08" EAST 248.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 58'07" AN ARC LENGTH 8.52 FEET; THENCE SOUTH 88 10'08 " EAST 125.07 FEET; THENCE SOUTH 01 49'52" WEST 50.00 FEET; THENCE SOUTH 88 10'08" EAST 17.38 FEET; THENCE SOUTH 01 49'52" WEST 50.00 FEET; THENCE SOUTH 88 10'08" EAST 17.51 FEET; THENCE SOUTH 01 49'52" WEST 50.00 FEET; THENCE SOUTH 88 10'08" EAST 9.90 FEET; THENCE SOUTH 01 49'52" WEST 50.00 FEET; THENCE NORTH 88 10'08" WEST 111.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 83 11'38" WEST 304.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 46'46" AN ARC LENGTH OF 35.97 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 89 58'24" EAST 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92 45'32" AN ARC LENGTH OF 40.47 FEET; THENCE SOUTH 03 31'00" EAST 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 02 55'02" WEST 300.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 44'53" AN ARC LENGTH OF 24.86 FEET: THENCE NORTH 88 10'08" WEST 72.04 FEET; THENCE SOUTH 01 49'52" WEST 102.15 FEET TO THE SOUTH LINE OF SAID PARCEL "B" AND THE TERMINUS OF THIS DESCRIBED LINE.

IN THURSTON COUNTY, WASHINGTON



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