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Please print neatly or type information:

Document Title: AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE PLAT OF TROTTER DOWNS ESTATES

Reference Number of related documents: 3765399

Grantor Name: AVALANCHE CONSTRUCTION, LLC, MYERS/BURNHAM FAMILY, LLC,
and MYERS RAINIER, LLC(s)

Grantee Name: TROTTER DOWNS ESTATES LOT OWNERS

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

Portion of the South Half Northeast Quarter Together with a Portion of the Northwest Quarter
Southeast Quarter, Section 9, Township 16 North, Range 1 East, W.M., Thurston County,
Washington

Assessor's Property Tax Parcel/Account Numbers

21609110100, 21609120200, 21609130000 & 21609440100



3767513

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CONNOLLY TACON AND MESE COV

\$65.00

Thurston Co. Wa.

**AMENDED
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF TROTTER DOWNS ESTATES**
(as to corrected legal description Phase I and Phase II)

THIS DECLARATION, made on the date hereinafter set forth by Avalanche Construction, LLC, Myers/Burnham Family, LLC, and Myers Rainier, LLC, hereinafter referred to as "Declarant.."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property commonly known as the plat of Trotter Downs Estates in the City of Rainier, County of Thurston, State of Washington, which is more particularly described as:

PHASE I:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4), AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) SECTION 9, TOWNSHIP 16 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 1 EAST, W.M., AS RECORDED IN THE THURSTON COUNTY AUDITOR'S OFFICE IN FIELD BOOK NO. 663 PAGE 57;
THENCE S88°21'35"E, 470.68 FEET, TO A POINT ON THE EAST WEST CENTERLINE OF SAID SECTION 9, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE S88°21'35"E, ALONG THE EAST WEST CENTERLINE OF SAID SECTION 9, 1060.26 FEET;
THENCE N27°46'49" E, 227.04 FEET;
THENCE N35°46'40" E, 143.44 FEET;
THENCE N14°55'26" E, 80.10 FEET;
THENCE S76°52'40" E, 116.90 FEET;



THENCE N50°41'40" E, 200.60 FEET;
 THENCE N16°13'09" E, 210.10 FEET;
 THENCE N7°32'54" W, 176.00 FEET;
 THENCE N6°08'38"E 141.22 FEET;
 THENCE N 6°08'38"W 60.00 FEET;
 THENCE EASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.62 FEET AND A CURVE LENGTH OF 60.60 FEET;
 THENCE N3°54'36"W 106.80 FEET;
 THENCE N1°02'23"E 144.44 FEET;
 THENCE N88°23'04" W, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) OF SAID SECTION 9, 673.14 FEET;
 THENCE S1°36'58" W, 46.39 FEET;
 THENCE N87°12'33"W 304.07 FEET;
 THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 211.60 FEET AND A CURVE LENGTH OF 139.29 FEET;
 THENCE N42°13'11"W, 196.11 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY OF HIGHWAY 507;
 THENCE S47°46'49"W, ALONG THE SOUTHEASTERLY RIGHT OF WAY OF HIGHWAY 507, 60.00 FEET;
 THENCE S42°13'11"E, 196.11 FEET;
 THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 271.60 FEET AND A CURVE LENGTH OF 182.66 FEET;
 THENCE S87°12'33"E, 316.96 FEET;
 THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 206.05 FEET AND A CURVE LENGTH OF 83.88 FEET;
 THENCE S40°48'22"W, 867.02 FEET;
 THENCE S56°51'59"W, 372.58 FEET;
 THENCE S33°08'47"E, 100.00 FEET;
 THENCE S56°49'40"W, 54.43 FEET;
 THENCE N37°48'26"W 149.30 FEET;
 THENCE N38°18'08"W 74.10 FEET;
 THENCE S51°48'12"W 196.50 FEET;
 THENCE S38°05'01" E 206.10 FEET;
 THENCE S 56°49'42"W 463.90 FEET, TO THE NORTHEASTERLY RIGHT OF WAY OF CENTER STREET;
 THENCE S37°00'52" E, ALONG THE NORTHEASTERLY RIGHT OF WAY OF CENTER STREET, 50.00 FEET;
 THENCE N56°49'42" E 380.80 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.



PHASE II:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), SECTION 9, TOWNSHIP 16 NORTH, RANGE 1 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER, SECTION 9, TOWNSHIP 16 NORTH, RANGE 1 EAST, OF THE W.M. AS RECORDED IN THE THURSTON COUNTY AUDITOR'S OFFICE IN FIELD BOOK NO. 663 ON PAGE 57;

THENCE S 88°21'32"E, 1530.74, FEET, TO THE TRUE POINT OF BEGINNING;
THENCE N27°46'44"E, 227.04 FEET;
THENCE N35°46'40"E, 143.44 FEET;
THENCE N14°55'26"W, 80.10 FEET;
THENCE S76°52'40"E, 116.90 FEET;
THENCE N50°41'41"E, 200.60 FEET;
THENCE N7°32'54"W, 176.00 FEET;
THENCE N6°08'37"E, 141.22 FEET;
THENCE N6°08'37"E 60.00 FEET;
THENCE EASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.62 FEET AND A CURVE LENGTH OF 60.60 FEET;
THENCE N3°54'36"W, 106.80 FEET;
THENCE N1°02'23"E, 144.44 FEET, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4);
THENCE S88°23'04"E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), 561.12 FEET, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4);
THENCE S2°03'03"W, ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), 1327.88 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 9;
THENCE N88°21'32"W, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), 1105.34 FEET, TO THE TRUE POINT OF BEGINNING
SITUATE IN THURSTON COUNTY, WASHINGTON

Tract A

Tract A of the Trotter Downs Estate per Plat, as recorded under Thurston County Auditor's No. 3765398.

Subject to all easements, conditions, reservations and restrictions of record, if any.



NOW THEREFORE, Declarant hereby declares that all of the properties described above, with the exception of Tract A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Trotter Downs Estates Homeowners' Association," its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligations.

Section 3. "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall include all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners, but shall exclude any and all components of the water systems located thereon, including wells, well casings, pump houses, pumps and lines, and shall be subject to easements of record. The Common Area to be owned and maintained by the Association at the time of the conveyance of the first Lot is described as Retention Pond and Park Area Phase I. The Common Area is shown on the plat of Trotter Downs Estates as Parcel "A", as recorded under Thurston County Auditor's File No. 3765398.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Avalanche Construction, LLC, Myers/Burnham LLC, and Myers Rainier, LLC, its successors and assigns if such successors or assigns should acquire one (1) or more undeveloped Lots from the Declarant for the purpose of development or construction of a single family residence.

Section 7. "Recorded" or "recording," unless otherwise specified, refers to recording in the Thurston County Auditor's office.



ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the improvement, repair, or maintenance of improvements situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such declaration or transfer shall be effective unless an instrument agreeing to such declaration or transfer signed by two-third (2/3) of each class of member has been recorded.

(d) the right of the Association to restrict or limit access to that part of the Common Area designated and constructed for storm water management.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and improvement thereon to the members of his or her family, tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes or voting membership:

Class A. Class A members shall all be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.



Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs last:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) January 1, 2007.

Section 3. Meetings. The Association shall schedule regular meetings at least once a year. The Association shall also call special meetings upon presentation of a petition requesting the same signed by the owner(s) of 20% of the Lots. Notice of all meetings shall be sent by the Association to all Lot owners a minimum ten days prior to the meeting. Notice of all meetings shall describe the date, time, location, and purpose of the meeting. Minutes shall be kept of each meeting which shall include a record of all votes taken. Fifty-one percent (51%) present of all votes of each Class of membership shall constitute a quorum except as set forth in Article IV, Section 4.

Section 4. Liability Insurance. The Association may maintain liability and/or hazard insurance covering the common areas and work performed by or on behalf of the Association.

Section 5. Directors. The Homeowner's Association shall be governed by a Board of Directors consisting of no more than three (3) members. The initial Board of Directors shall be appointed by Declarant. The first term of office for each member of the initial Board of Directors shall be as follows: One (1) year for position one, two (2) years for position two and one (1) year for position three. Thereafter, the length of each term for each position shall be two (2) years so that no more than two (2) positions are voted on at each annual meeting.

Section 6. Officers. The Board of Directors shall appoint individuals to serve as President, Treasurer and Secretary. Each officer shall be a member of the Board. The term of each officer shall be one (1) year. Officers may be elected to consecutive terms. Any two officers may act together to authorize maintenance and repair of the Common Area.

Section 7. Association Obligation. The Association shall be obligated to administer the maintenance and repair all Common Areas, and the improvements and equipment thereon. Provided that: if any such work is required as a result of any negligent or intentional act or omission of any Owner, or any Owner's guests, family, or tenants, the cost of such work shall be paid for exclusively by such Owner and shall become part of the assessment levied against such Owner's Lot or Lots.

Section 8. Storm Drainage Maintenance. Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the Plat for subdivision of Trotter Downs Estates. No encroachment will be placed within the

easements shown on the Plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the Homeowner's Association as established by covenant recorded under Auditor's File No. 3765399.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, unless the Declarant constructs a house on any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the Lot Owners, at the time when the assessment fell due. The obligation for delinquent assessments shall run with the land and shall automatically be transferred from delinquent Owner to new Owner, should a transfer of ownership occur. Such transfer of delinquent assessment shall be expressly recited in the deed to the new Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot.

(a) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5) percent above the maximum assessment for the previous year without a vote of the membership.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each Class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for the Capital Improvements. In addition to the annual assessments authorized above, the Associates may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly basis, due every January 1 of each year.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE ("ACC")

Section 1. Membership. The ACC shall consist of not more than three (3) members who shall be appointed initially by Declarant and who shall remain in office until such time as eighty percent (80%) of the Lots subject to this Declaration have been built upon and conveyed from the home builder to a consumer buyer. At any time prior to the sale of eighty percent of the Lots to the consumer, Declarant reserves the right to extend the initial appointment of the ACC for a period of time not to exceed two (2) years from the date of the extension. Upon the death or resignation of any member of the ACC, the Declarant shall have authority to appoint a successor member.

Section 2. Transfer of ACC. Declarant further reserves unto itself the right to dissolve the ACC appointed by Declarant, thereby vesting the membership of the Homeowner's Association with the authority to meet and appoint a successor ACC. Such dissolution shall be by written notice to each Lot Owner.

Section 3. Contact Person. The ACC may designate a single person to act on behalf of the ACC. Such designation shall be in writing and notice thereof shall be given to each Lot Owner.

Section 4. Compensation. No member of the ACC shall be entitled to compensation.

Section 5. Initial ACC. The initial ACC shall consist of Greg Myers, Avalanche Construction, LLC. All plans, specifications and plot plans are to be submitted to the ACC at such address as may be given in writing to the Lot owners by the Declarant or the ACC.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Committee Approval. No building, fence, wall, landscaping or structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and topography by the Declarant as the initial AAC and after the Declarant ceases to be the ACC as set forth in Article V by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Committee/Declarant Liability. The Association shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any section of this Declaration. By purchasing a Lot in Trotter Downs Estates, the Owners agree that, to the extent permitted by the law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the Committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration.

ARTICLE VII LAND USE AND BUILDING RESTRICTIONS

Section 1. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided unless agreed upon by the Board of Directors. NO Residence or accessory buildings shall be constructed which exceed the allowable height set forth in the City of Rainier Zoning Code for this zone. Each Residence must have a private enclosed car shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family. Rambler-type residences (residence consisting of a



basement and one story or residence consisting of two stories) shall contain at least twelve hundred (1200) square feet. In computing the total square footage of a residence, the basement shall not be included, nor shall garages or enclosed decks be included. Prior to any construction beginning on the properties all design plans shall be submitted to the architectural control committee as provided for in Article VI, Section 1. Article VII, Sections 2 and 4 shall not apply to Phase I, Lot 1, until design plans for said Lot are submitted to the ACC as set forth in Article VII, Section 1, on January 1, 2007, whichever occurs first.

Section 2. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declaration gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained. In no case shall any vehicle, recreational vehicle, boat, trailer of any kind, truck, or automobile be parked in the public right-of-way for a period of time exceeding twenty-four (24) hours. All operable recreational vehicles, boats, trailers of any kind located on any part of the Properties shall be enclosed behind a six (6) foot fence built to the specifications as approved by the architectural control committee.

Section 3. Fencing. Fencing of the lots is not required. However, if a fence is constructed all fences shall be built to the specifications as approved by the architectural control committee. All fencing must be constructed of cedar and shall not be taller than 6 feet. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any lot, with the exception of the Tract "A" as required by City of Rainier code. Any fences not meeting the standards herein shall be promptly removed by the owner at the request of the Committee.

Section 4. No mobile or manufactured homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as Residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

Section 5. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.

Section 6. Building Setbacks. No structures shall be located within the minimum dwelling setback lines required by the relevant public zoning ordinance and/or Building Code. For the purpose of these Covenants, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach on any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Area. In no event shall any structures violate any provisions of any City of Rainier zoning ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access.

Section 7. Signs. No signs, billboards, or any other advertising structures or device shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. The Declarant, or his authorized agent, may install one construction sign per street frontage to a maximum of thirty-two (32) square feet to advertise lots for sale. Political yard signs not more than ten (10) square feet in area, or a temporary nature, will be allowed during campaign periods on Lots. Within seven (7) days after the date of the election to which the sign refers, such signs must be removed from Lots.

Section 8. Animals. No animals, except dogs, cats, caged birds, fish and tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance for other Owners on the plat. Leashed animals are permitted within rights-of-way or common area only when accompanied by their owners. Efforts shall be made by the person accompanying the animal to exercise "scooping" of animal waste.

Section 9. Driveways. All driveways and walkways shall be paved with exposed aggregate concrete, broom finish concrete, or asphalt unless otherwise approved by the Committee. Each driveway shall have at a minimum one (1) post light within ten (10) feet of the driveway and ten (10) feet from the front property line. Post light specifications and installation shall be approved prior to installation by the Architectural Control Committee.

Section 10. Delegation of Use and Responsibilities. Any Owner may delegate, to members of his family or his tenants, in accordance with the By-Laws of Trotter Downs Estates Homeowners' Association, the Owner's right of enjoyment of the Common Area. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association at they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Area (or any other area maintained by the Association), or to any other Association property, whether real or personal, caused by an



Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of damages.

Section 11. Landscaping Requirements. Each Lot owner/builder shall, prior to landscaping the lot, submit a landscaping plan showing the minimum requirements as outlined below and in Article VI. At the time of Final Certificate of Occupancy or at occupancy of the home, whichever is first, the Owner/Builder shall be required to landscape, at a minimum, the front yard of the Lot from the front of the home up to the asphalt of the street. Typical landscaping shall include grass areas of at least 50% of the landscaped area. Lot landscaping shall include all adjacent public rights-of-way out to the edge of the asphalt in the public street which includes the swale. Any damage to a swale shall be corrected prior to occupancy of home. Each Lot Owner shall be responsible for installing and maintaining the landscaping within this adjacent right-of-way. Rear yard landscaping must be completed within one hundred twenty (120) days of the closing date of the home, unless an extension is requested in writing and granted by the Architectural Control Committee.

Section 12. Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of "decor" items such as used brick or similar items. The Architectural Committee will determine whether a used material is a "decor" item. All roofs are to be architectural-grade dimensional composition shingles at a minimum 240 lb. per square, tile roofing or wood shake. Plywood siding or any exterior wood panels similar to 4' by 8' plywood or grooved "T1-11" type shall not be used as an exterior finish material. Acceptable siding on the front, sides, and back include horizontal lap siding in cedar or vinyl, "Hardie board," or other composite type lap siding. Use of wood or composite scallops, shakes, or board and batt type accent elements shall be permitted on gables or as approved by the Architectural Committee. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within Trotter Downs Estates. Exterior colors must be approved by the Architectural Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior structure they adjoin.

Section 13. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

Section 14. The Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within six (6) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period. Rear yard landscaping must be completed according to the Typical Lot Landscape Plan within one hundred twenty (120) days of the closing date of the home, unless an extension is requested in writing and granted by the Architectural Control Committee.



Section 15. Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour's notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 16. Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the state of Washington.

Section 17. Wiring. The exterior wiring for buildings of any kind shall be underground.

Section 18. Antennae. No radio or television antennae, transmitters, parabolic reflectors, or satellite dish antennae greater than 36 inches in diameter shall be permitted unless approved by the Architectural Committee. Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Architectural Committee. Any such installations shall not be approved if, in the sole discretion of the Architectural Committee, the installation(s) will detract from the appearance of the Lot or Properties.

Section 19. City of Rainier Development Regulations. All regulations in these covenants including but not limited to Sections 2 through 11, relating to parking and maintaining vehicles, fencing, animal control and other restrictions and requirements, shall conform to the City of Rainier's Development Regulations and other statutory requirements. If any such regulation conflicts with any City regulation, the stricter regulation shall apply.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, after which time they shall be automatically extended for successive periods of



ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners, and thereafter by an instrument signed by not less than 75 percent of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Water System. Water shall be exclusively supplied to each Lot, except Tract "A" by the City of Rainier, its successors or assigns. All Lots, except Tract "A", are required to be part of this system and no other well or water system shall be maintained on or for the benefit of any Lot. Notwithstanding any other provision of this Declaration, this section may not be extinguished, amended, or otherwise modified unless the written approval of the City of Rainier, its successors or assigns is first obtained and the requirements of Section 4 of this Article VIII have been met.

Section 6. Storm Drainage. The storm drainage system shall also be mutually shared between Trotter Downs Estates, also commonly referred to as Phase I and any future Trotter Downs phases, namely, Phase II. The maintenance repair, or otherwise responsibility of continued operation of the system shall be mutually shared by the respective Homeowner's Associations of each phase in accordance with the established dues structure.

Section 7. Open Spaces and Detention Pond. Trotter Downs Estates, also referred to herein as Phase I shall mutually share with any future phase to Trotter Downs Estates, namely Phase II, the use, enjoyment, benefit, maintenance expense, and operation of all open spaces and detention ponds. Said costs shall be mutually shared by the respective Homeowner's Associations of each phase in accordance with the established dues structure in this agreement.

Section 8. Sanctions for Failure to Maintain Drainage Facilities. In the event Declarant (or successors or the Home Owners Association), in the judgment of the City of Rainier, fails to maintain drainage facilities within the plat, or if the Declarant or successors willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Declarant or successors agree to the following remedy: After 30 days notice by registered mail to the Declarant or successors, City of Rainier may correct the problem or maintain facilities as necessary to restore the full design capacity of the drainage system. City of Rainier will bill the Declarant or successors for all costs associated with the engineering and construction of the remedial work. City of Rainier may charge interest as allowed by law from the date of completion of construction. City of Rainier will place a lien on the property and/or on lots in the Home Owners Association for payments in arrears. Costs or fees incurred by the jurisdiction, should legal action be required to collect such payments, shall be borne by the Declarant or successors. The standards for maintenance and management of drainage facilities are set forth in Rainier City Ordinances 381 and 382, as amended, which by this reference is

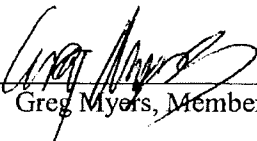


incorporated herein. To the extent not in conflict with Rainier City Ordinances 381 and 382, as amended, the property owners are bound by the Residential Agreement attached hereto as Exhibit 1, which by this reference is incorporated herein.

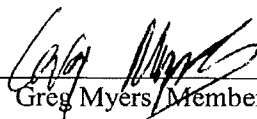
Section 9. Pest Management Control Plan. All owners shall comply with the Thurston County Pest Management Control Plan (as amended from time to time), administered by the Thurston County Department of Health. Upon the sale of any lot an owner shall obtain a copy of the plan and implement same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 17 day of Sept., 2005.

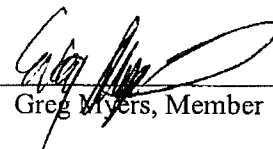
AVALANCHE CONSTRUCTION, LLC

By: 
Greg Myers, Member

MYERS/BURNHAM FAMILY, LLC

By: 
Greg Myers, Member

MYERS RAINIER, LLC

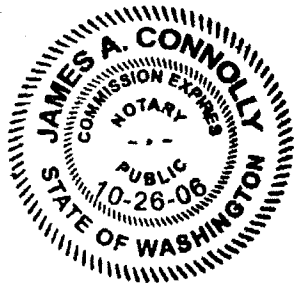
By: 
Greg Myers, Member

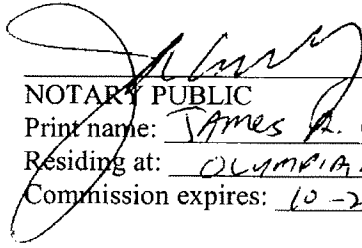


STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

On this day personally appeared before me GREG MYERS, to me known to be the managing member of Avalanche Construction, LLC, Myers/Burnham Family, LLC, and Myers Rainier, LLC, and in that capacity for each limited liability company, executed the within and foregoing instrument for the uses and purposes therein stated.

WITNESS my official hand and seal this 15 day of September, 2005.




NOTARY PUBLIC
Print name: JAMES A. CONNOLLY
Residing at: OLYMPIA WA
Commission expires: 10-26-08



**ATTACHMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF TROTTER DOWNS ESTATE**

RESIDENTIAL AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT
A POLLUTION SOURCE CONTROL PLAN

BY AND BETWEEN

CITY OF RAINIER
(hereinafter referred to as "the Jurisdiction")

AND

AVALANCHE CONSTRUCTION, LLC,
MYERS/BURNHAM FAMILY, LLC, AND MYERS RAINIER, LLC

THEIR SUCCESSORS, OR ASSIGNS
(hereinafter referred to as "Property Owners")



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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.

Nothing in this Agreement is intended to conflict with any provision of Rainier Ordinance No. 381 or No. 382; also known, respectively, as the "Model Storm Water Maintenance Ordinance" and "Model Stormwater Management Ordinance". However, those ordinances generally provide minimum requirements and restrictions. To the extent that either of those ordinances may impose greater requirements and/or restrictions the provisions of the Ordinance shall prevail unless prohibited by law. To the extent that this Residential Agreement imposes additional or greater duties or restrictions this Agreement shall be binding upon both parties to the extent such provisions are valid and enforceable, and not in conflict with either of the Model Ordinances.

LEGAL DESCRIPTION:

Plat of Trotter Downs Estates as recorded under Thurston County Auditor's File No. 3765398.

Whereas, the Property 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 Property owners hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

Property 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 307 Binhampton, Rainier. 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

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necessary. The Property 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.

THE JURISDICTION SHALL:

- (1) Periodically monitor the stormwater facilities to determine when the property owners will be required to perform any of the following periodic major maintenance on the subdivisions's stormwater facilities: sediment removal from ponds, managing vegetation in wet ponds, resetting orifice sizes and elevations, and adding baffles.
- (2) Maintain all stormwater system elements in the public rights-of-way, such as catch basins, oil-water separators, and pipes.
- (3) Provide technical assistance to the Property 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.
- (4) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with the Property owners.
- (5) Review this agreement with the Property owners and modify it as necessary at least once every three (3) years.

REMEDIES:

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- (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 Property 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 Property owners stating the Jurisdiction's intention to perform such maintenance and bill the Property 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 Property owners responsibilities shall remain in effect.
- (3) The Property 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 Property 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.

CITY OF RAINIER

By:

Shirley O'Dell
Mayor Rainier

AVALANCHE CONSTRUCTION, LLC
MYERS/BURNHAM FAMILY, LLC
MYERS RAINIER, LLC

By:

Greg Myers
GREG MYERS, Managing Member



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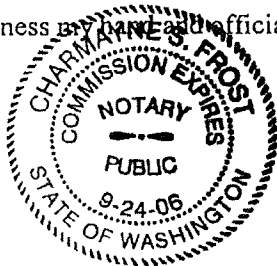
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

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

Witness my hand and official seal this 7th day of September, 2005.



Charmayne S. Frost
NOTARY PUBLIC
Print name: Charmayne S. Frost
Residing at: Rainier Wa
Commission expires: 9-24-06.

STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

On this day personally appeared before me GREG MYERS, to me known to be the managing member of Avalanche Construction, LLC, Myers/Burnham Family, LLC, and Myers Rainier, LLC, and in that capacity for each limited liability company, executed the within and foregoing instrument for the uses and purposes therein stated.

WITNESS my hand and official seal this 5th day of September, 2005.



James A. Connolly
NOTARY PUBLIC
Print name: James A. Connolly
Residing at: Olympia
Commission expires: 10-26-06.



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ATTACHMENT "A": MAINTENANCE PROGRAM

COVER SHEET

Inspection Period:

Number of Sheets Attached:

Date Inspected:

Name of Inspector:

Inspector's Signature



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Maintenance Checklist for Ponds

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
A	Emergency overflow/spillway	Rock missing	Only one layer of rock exists above native soil in area 5 square feet or larger, or any exposure of native soil.	Replace rocks to design standards.
One Time	Emergency overflow/spillway	Overflow missing	Side of pond has no area with large rocks to handle emergency overflows.	Contact City for guidance.

Maintenance Checklist for Infiltration Systems

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
M,S	General	Trash & debris buildup in pond	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M		Poisonous vegetation	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M,S		Fire hazard or pollution	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M		Vegetation not growing or is overgrown	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M		Rodent holes	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds
M		Insects	See Maintenance Checklist for Ponds	See Maintenance Checklist for Ponds

Maintenance Checklist for Infiltration Systems

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



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Maintenance Checklist for Access Roads/Easements

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
A			Any obstructions which reduce clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
A			Any obstructions restricting the access to less than 15 feet width.	Obstruction removed to allow at least a 15 foot wide access.
A,S	Road surface	Settlement, potholes, mush spots and ruts	When any surface defect exceeds 6 inches in depth and 6 square feet in area. In general any surface defect which hinders or prevents maintenance access.	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots or ruts. Occasionally application of additional gravel or pit-run rock will be needed.
M		Vegetation in road surface	Woody growth that could block vehicular access. Excessive weed cover.	Remove woody growth at early stage to prevent vehicular blockage. Cut back weeds if they begin to encroach on road surface.
M,S	Shoulders and ditches	Erosion damage	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.

Maintenance Checklist for Grounds (Landscaping)

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
M, S		Erosion of Ground Surface	Noticeable rills are seen in landscaped areas.	Causes of erosion are identified and steps taken to slow down/spread out the water. Eroded areas are filled, contoured, and seeded.
A	Trees and shrubs	Damage	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trim trees/shrubs to restore shape. Replace trees/shrubs with severe damage.
M			Trees or shrubs that have been blown down or knocked over.	Replant tree, inspecting for injury to stem or roots. Replace if severely damaged.
A			Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Place stakes and rubber-coated ties around young trees/shrubs for support.

Maintenance Checklist for Access Roads/Easements

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
One Time	General	No access road exists	If ponds or other drainage system features needing maintenance by motorized equipment are present, either an access road or access from public streets is required.	Determine whether an easement to drainage feature exists. If yes, obtain City permits and construct gravel (or equal) access road. If not, report lack of easement to City attention.
M		Blocked roadway	Debris which could damage vehicle tires (glass or metal)	Roadway free of debris which could damage tires.

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

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
M			Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%).	Pipe repaired or replaced.
M			Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced
M,S	Open Ditches	Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unsightly accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as proscribed by City Waste Management Section.
M		Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned of all sediment and debris so that it matches design.
A		Vegetation	Vegetation (e.g., weedy shrubs or saplings) that reduces free movements of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
M		Erosion damage to slopes	See Ponds Checklist	See Ponds Checklist
A		Rock lining out of place or missing (if applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standard.
Varies	Catch Basins		See Catch Basins Checklist	See Catch Basins Checklist
M,S	Swales	Trash & debris	See Above for Ditches	See Above for Ditches
M		Sediment Cleanup	See Above for Ditches	Vegetation may need to be replanted after cleaning

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

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
M		Vegetation not growing or overgrown	Grass cover is sparse and weedy or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Maintain grass height at a minimum of 6 inches for best stormwater treatment. Remove woody growth recontour, and reseed as necessary.
M,S		Erosion damage to slopes	See Ponds Checklist	See Ponds Checklist
M		Conversion by homeowner to incompatible use	Swales has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A		Swale does not drain	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1-5% range if possible. If grade is less than 1% underdrains may need to be installed.

Maintenance Checklist for Grounds (Landscaping)

Frequency	Drainage Systems Feature	Problem	Conditions to Check For	Conditions That Shall Exist
M	General	Weeds (nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
M		Safety hazard	Any presence of poison ivy or other poisonous vegetation or insect nests.	No poisonous vegetation or insect nests present in landscaped area.
M,S		Trash or litter	See Ponds Checklist	See Ponds Checklist



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Maintenance Checklist for Fencing/Shrubbery Screen/Other Landscaping

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

ATTACHMENT "A": MAINTENANCE PROGRAM

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

Comments:

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

Maintenance Checklist for Closed Detention Systems (Pipes/Tanks)

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

Maintenance Checklists for Ponds

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



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ATTACHMENT "B"

Pollution Source Control Program

Pollution source controls are actions taken by a person or business to reduce the amount of pollutions reaching surface and ground waters. Controls, as called "best management practices" (BMPs), include:

- Altering the activity (e.g., substitute non-toxic products or recycle used oil)
- Enclosing or covering the activity (e.g., building a roof)
- Segregating the activity (e.g., diverting runoff away from an area that is contaminated)
- Routing runoff from the activity to a treatment alternative as allowed by the County (e.g., to a wastewater treatment facility, sanitary sewer, or stormwater treatment area)

Pollution source controls are needed because of the contamination found in runoff from commercial areas and the effect of this contamination on aquatic life and human health. Research on urban runoff in the Puget sound area and elsewhere has found oil and grease, nutrients, organic substances, toxic metals, bacteria, viruses, and sediments at unacceptable levels. Effects of contaminated runoff include closure of shellfish harvesting areas and swimming areas, mortality of young fish and other aquatic organisms, tumors on fish, and impairment of fish reproduction.

II – 5.10 BMPS FOR SMALL PARCELS

Description: Included here are Best Management Practices for small parcels.

Materials Used and Wastes Generated: The primary concern is runoff from parking areas. Stormwater from parking lots will contain undesirable concentrations of oil and grease, suspended particulates, and metals such as lead, cadmium and zinc. It will also contain the organic by-products of engine combustion. Some also produce dangerous wastes, for example, hospitals, nursing homes and other medical services. These materials are stored within the building until disposal.

Required Action: The following actions shall be taken to ensure that pollution generated on site shall be minimized:

1. No activities shall be conducted on site that are likely to result in short-term high-concentration discharge of pollution to the stormwater systems. Such activities may include, but are not limited to, vehicle washing, vehicle maintenance, and cleaning of equipment used in the periodic maintenance of buildings and paved areas.
2. Stormwater detention and treatment systems shall be inspected at least annually.

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BMP ES.10 Planned Clearing and Grading.

Plan and implement proper clearing and grading of the site. It is most important only to clear the areas needed, thus keeping exposed areas to a minimum. Phase clearing so that only those areas that are actively being worked are uncovered.

Note: Clearing limits should be flagged in the lot or area [prior to initiating clearing.

BMP ES.20 Excavated Basement Soil

Locate excavated basement soil a reasonable distance behind the curs, such as in the backyard or side yard area. This will increase the distance eroded soil must travel to reach the storm sewer system. Soil piles should be covered until the soil is either used or removed. Piles should be situated so that sediment does not run into the street or adjoining yards.

BMP ES.30 Backfilling

Backfill basement walls as soon as possible and rough grade the lot. This will eliminate large soil mounds which are highly erodible and prepares the lot for temporary cover which will further reduce erosion potential.

BMP ES.40 Removal of Excess Soil

Remove excess soil from the site as soon as possible after backfilling. This will eliminate any sediment loss from surplus fill.

BHP ES.50 Management of Soil Banks

If a lot has a soil bank higher than the curb, a trench or berm should be installed moving the bank several feet behind the curb. This will reduce the occurrence of gully and rill erosion while providing a storage and settling area for stormwater.

BMP ES.70 Soil Stabilization

Stabilize denuded areas of the site by mulching, seeding, planting, or sodding.

SMP ES.80 Street Cleaning

Provide for periodic street cleaning to remove any sediment that may have been tracked out. Sediment should be removed by shoveling or sweeping and carefully removed to a suitable disposal area where it will not be re-eroded.

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