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Pine Creek Estates, LLC
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12/20/2011 Page 1 of 52 10:53AM

**Declaration of Covenants, Conditions, Restrictions, and Easement for Pine
Creek Estates**

Grantor Pine Creek Estates LLC

Grantee Pine Creek Estates LLC

Legal Description 16-34-4

Tax Parcel #'s P130251, P130250, and P130249

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR PINE CREEK ESTATES**

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List of Exhibits

Exhibit A	Legal Description
Exhibit B	Pine Creek Estates Final Plat Map
Exhibit C	Adjacent Property



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENT FOR PINE CREEK ESTATES**

THIS DECLARATION is made on this 20 day of Dec, 2011, by Pine Creek Estates, LLC, a Washington limited liability company ("Declarant"), which is the owner of certain real property located in the County of Skagit, State of Washington, more specifically described Exhibit A attached hereto and incorporated herein by reference ("Pine Creek Estates").

DESCRIPTION OF DECLARATION

Pine Creek Estates is a residential Community.

Declarant desires to subject the property described in Exhibit A (legal description) to this Declaration and to each of the covenants, conditions, restrictions and easements set forth herein.

This Declaration establishes a plan for the private ownership of lots and the buildings constructed thereon, for the dedication of certain areas to the City of Mount Vernon, and all the remaining land and related easements and tracts, Pine Creek Estates Homeowner's Association, to which shall be delegated and assigned the duties and powers of maintaining and administering the Common Areas, administering and enforcing these covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of Pine Creek Estates, as defined herein and described in Exhibit A hereto, and all improvements now existing or hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements benefited and all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Pine Creek Estates for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Pine Creek Estates or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarding as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1 "Architectural Control Committee" shall mean and refer to the duty appointed Committee of the Association as further described in Section 2.7 and as sometimes referred to herein as the "Committee."

Section 1.2 The term "assessment" shall mean and refer to Homeowner Dues and special assessments, as described in Article 3.

Section 1.3 "Association" shall mean and refer to the Pine Creek Estates Homeowner's Association, a Washington nonprofit corporation, its successors and assigns.



Section 1.4 "Association Action" shall mean and refer to a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.5 "Basics" shall mean and refer to all previously approved plans, which have been submitted to the Architectural Control Committee.

Section 1.6 "Board" shall mean and refer to the board of directors of the Association.

Section 1.7 "Building Setback Line" shall mean and refer to the various lines designated as "BSBL" on the face of the final plat.

Section 1.8 "Common Areas" shall mean and refer to all easements, tracts, NGPAs and any improvements thereto that are owned by the Association for the benefit of the Owners and subjected to this Declaration by an appropriate recording, or reserved for use by the Association on the face of the final plat. This includes the stormwater pond and its associated improvements until such time that the City of Mount Vernon accepts Track 102 (which will be upon completion of proposed Phases 2 and 3 of this overall development; and acceptance of the pond by the City). The common areas also includes the landscaping strip between the roadway and the sidewalk, and the street lights.

Section 1.9 "Declarant" shall mean and refer to Pine Creek Estates, LLC, its successors and assigns.

Section 1.10 "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.11 "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending whenever any of the following first occurs, (i) ten (10) years from the date hereof, (ii) one (1) year after completion of construction of all single family dwellings and the sale of said dwellings to the initial Owner/occupant on all of the building sites within Pine Creek Estates, or (iii) upon receipt of written notice from Declarant to the Association in which Declarant elects to terminate the Development Period.

Section 1.12 Pine Creek Estates or the "Property" shall mean and refer to that certain real property, which is legally described Exhibit A, attached hereto.

Section 1.13 "Governing Documents" shall mean and refer to this Declaration, and the Articles of Incorporation, Bylaws of the Association, rules and regulations of the Association, if any, and rules and procedures of the Architectural Control Committee as any of the foregoing may be amended from time to time.

Section 1.14 "Homeowner Dues" shall mean the homeowner association dues assessed annually or more frequently against each Owner by the Association as described in Article 3, below.

Section 1.15 "Lot" shall mean and refer to any legally segmented and alienable portion of Pine Creek Estates created through subdivision or any other legal process for dividing land.



Section 1.16 "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean and refer to a Mortgage with priority over all other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of a Mortgage, and "First Mortgagee" shall meant and refer to the holder or beneficiary of a First Mortgage.

Section 1.17 "Owner" shall mean and refer to the recorded owner (whether one or more persons or entities) of fee simple title to any Lot, including the Declarant.

Section 1.18 "Tract" shall mean and refer to any land subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way.

ARTICLE 2

PINE CREEK ESTATES ASSOCIATION

Section 2.1 Description of Association The Association is a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in governing Documents, as they may be amended from time to time. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by and unincorporated association of the same name. In that event, all of the property, powers and obligation of the unincorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association.

Section 2.1.2 Declarant's Reservation of Powers Pursuant to these Covenants In addition to the powers expressly granted to Declarant hereunder, the Declarant has the authority under this Declaration and hereby reserves to itself during the Development Period all of the powers and rights granted by this Declaration to the Association, for the purpose of administering and enforcing any and all provisions hereof, until such time as the Declarant shall delegate the same to the Association in accordance with the provisions of Section 2.2 hereof. Without imitation, during the Development Period the Declarant shall (1) establish and operate the Association as a nonprofit corporation for the purposes set forth in its Articles of Incorporation and this Declaration, (2) manage, or retain a Management Company, the Association as its sole Member with all the rights and powers granted to the Association in the governing Documents, and (3) exercise in Declarant's discretion those additional powers which are specifically granted to the Declarant by this Declaration, which powers include, but are not limited to, the right to dedicate, transfer and convey all or any part of the Common Areas and utilities thereon to Skagit County, the City of Mount Vernon, or to a park department thereof, the right to subject the Adjacent Property or department thereof, the right to subject the Adjacent Property or any portion thereof to this Declaration, and the right to amend any of the governing Documents.



Section 2.2 Association Board During the Development Period the Declarant shall manage the Association and shall have all the powers of the Board set forth herein. The Declarant may, from time to time, select a temporary board of directors of the Association consisting of not fewer than three (3) persons, who need not be Owners, to manage the Association during the Development Period. The present temporary board will be comprised of Mike Mulder, Jake Mulder, and Mark Lervik. The temporary board shall have the full authority to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents, provided that, after selecting a temporary board, Declarant may at any time terminate the temporary board and reassume its management authority under this Section 2.2 or select a new temporary board. Upon termination of the Development Period, the terms of the temporary board selected by the Declarant, if any, shall terminate and the Board shall manage the Association as provided herein. The Board shall be elected from among the Owners, as provided in the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a President who shall preside over meetings of the Board and meetings of the Association.

Section 2.3 Votes Every Owner of a Lot or Lots, including the Declarant, shall be a Member of the Association; Provided, however, that if any Lot is held jointly by two (2) or more persons, the several Owners of such interest shall designate one of their number as the "Member"; provided further, during the Development period the Declarant shall be the sole member of the Association as provided in Section 2.1.1 above. Upon transfer of the Owner's fee simple title to any Lot, any membership in the Association shall automatically transfer to the new Owner.

Section 2.4 Initial Number of Votes Each Owner shall have one (1) vote on all matters submitted to the membership of the Association for each Lot owned by him/her within Pine Creek Estates other than the Declarant, who shall have four (4) votes for each Lot owned.

Section 2.5 Owner's Compliance with Governing Documents By acceptance of a deed to a Lot, or any other means of acquisition of an ownership interest in a Lot, the Owner thereof covenants and agrees, on behalf of itself, heirs, successors, and assigns, to observe and comply with all terms of the governing Documents and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.6 Bylaws, Rules and Regulations The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Pine Creek Estates. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations. Any such rules and regulations shall become effective thirty (30) days after promulgation and shall be mailed to all owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the Secretary of the Association. The Declarant on behalf of the board may adopt the initial bylaws and rules and regulations.

Section 2.7 Architectural Control Committee Within thirty (30) days of the recording of this Declaration, Declarant shall appoint a temporary Architectural Control Committee of not less than three (3) and not more than five (5) persons. The members of the



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Committee need not be members of the Association. The Declarant may remove any member of the Committee from office at any time. A member of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. After expiration of the Development Period, the Board shall appoint members to the Committee, who need not be members of the Association, as vacancies occur. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, building or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

Section 2.7.1 Jurisdiction and Purposes The Committee shall review proposed plans and specifications for construction of all residences and other structures within Pine Creek Estates, and including any additions, exterior alterations, landscaping, cleaning, painting and excavation. The Owner shall submit architectural plans and specifications to the Committee for its review, together with a site plan for the Lot.

Section 2.7.2 Approval Procedures A preliminary application for approval must be submitted in writing by the Owner to the Committee at the registered office of the Association. Within fifteen (15) working days following receipt of a preliminary application, the Committee shall notify the owner in writing as to whether the application is complete or if any additional information is required before the Committee can review the application.

For major construction, materials required by the Committee may include, but not necessarily be limited to (1) a plot plan indicating location of all improvements, (2) drawings showing elevations, exterior materials and exterior color schemes of all improvements, and (3) certification of square footage contained within the structures and each floor thereof, notwithstanding the existence of "Basics" as defined in Article 1 hereof.

In the case of a minor addition or remodeling, change of existing exterior color scheme or exterior material, or any other work which does not create a substantial change to existing structures or substantial addition of new structures, the Owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Committee shall review the application as soon as possible after a complete application has been filed and shall render its decision with respect to the proposal(s) within twenty (20) working days after it has received all materials required by it with respect thereto. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the Owner.

Section 2.7.3 Failure of Committee to Take Action Except as provided in Section 2.7.5 below, in the event that the Committee fails to respond to an Owner's complete and properly submitted application within twenty (20) working days after the Committee has notified the Owner that the application is complete or if no suit to enjoin the construction has been commenced prior to the completion thereof, formal written approval will not be required, and the provisions for approval shall be deemed to have been fully complied with.



Section 2.7.4 Committee's Obligation The committee, in its deliberation and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, and plot plans submitted to it by various Owners for consideration in accordance with the provisions of this Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof, on any grounds, which it considers relevant. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the Owner. The Committee shall be held harmless from any claims arising from building requirements not complied with.

Section 2.7.5 Exemptions and Variances from Requirements The Committee may, upon application, grant exemptions and variances from the rules and procedures of the Committee described herein and the requirements of Section 5.2 of this Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within twenty (20) working days after receipt of Owner's proposed exemptions or variances.

Section 2.7.6 Failure of Owner to Comply If an Owner fails to comply with the rules and procedures of the Committee or the plans and specifications as approved by the Committee, then such Owner shall, at the election of the Association's Board exercised after twenty (20) working days written notice to such owner, be considered in violation of this Declaration. In that event, the Board shall be empowered to assess a charge against the Owner commensurate with the violation, which charge shall constitute a lien against such Lot, enforceable as provided herein and/or pursue any other remedy at law including, but not limited to, an action for specific performance.

Section 2.7.7 Authorized Action The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto. The Committee may act without the necessity of a meeting so long as a majority of its members consent to the committee's action.

Section 2.7.8 Nonwaiver Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedence or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 2.7.9 Effective Period of Consent The Committee's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Architectural Control Committee.

ARTICLE 3

ASSOCIATION BUDGET, HOMEOWNER'S DUES, SPECIAL ASSESSMENTS, AND LIENS



Section 3.1 Owner's Covenants to Pay Dues and Assessments By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of itself, heirs, successors, and assigns, to pay the Association, in advance, all Homeowner Dues and specific assessments levied as provided herein, regardless of whether such dues are levied by the Declarant as sole member of the Association during the Development Period or by the Association Board following termination of the Development Period.

Section 3.2 Association Board During the Development Period, the Association may, at its own discretion prepare an annual operating budget setting forth the assessments necessary to meet the costs and expenses of the Association. The fund required to meet the Association's costs and expenses during the Development Period shall be raised from Owner Assessments assessed against each Owner as hereafter provided. Following termination of the Development Period, the Association shall prepare an operating budget for the Association at least annually. The operating budget shall set forth all sums as estimated by the Association, to meet its annual costs and expenses, including, where applicable, but not limited to legal, accounting, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common areas, including all taxes, insurance premiums, and any utility costs. The Association may revise the operating budget from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association. When prepared, the operating budget shall be delivered to each owner, along with an invoice for such Owner's share of Homeowner's Dues.

Section 3.3 Levy of Homeowner Dues During the Development Period, the Association shall have the authority to levy, in advance on every Owner, owner Assessments to meet the costs and expenses of the Association without the necessity of enacting or creating an operating budget. The amount of each owner's Owner Assessment shall be the amount of the Association's actual or anticipated costs and Declarant. Upon the termination of the Development Period, in order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy Homeowner Dues in advance on every Owner. The amount of each Owner's Homeowner Dues shall be the amount of the Association's operating budget divided by the sum of the number of Lots. Notice of the Homeowner Dues shall thereupon be sent to each Owner. The omission by the Association, before the expiration of any assessment period, to fix the amount of the Homeowner Dues for the next period shall not be deemed a waiver or modification of the provisions of this Article or a release by any Owner from obligation to pay the Homeowner Dues for that or any subsequent assessment period. The Homeowner Dues fixed for the preceding period shall continue until a new assessment is fixed.

Section 3.4 Initial Homeowner's Dues and Increases The initial Homeowner Dues for the calendar year 2011 shall be Two Hundred Sixty-Six Dollars and No/100 (\$266.00) per Lot. Notwithstanding anything to the contrary herein, the Association may not, except by a vote of two-thirds (2/3) of the total outstanding votes in the Association, increase Homeowner Dues for any calendar year in excess of twenty percent (20%) of the previous calendar year's Homeowner Dues.



Section 3.5 Special Assessments In addition to the owner Assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate, provided, however, that any such special assessment in excess of \$250 per Lot, or any series or related assessment in one calendar year which in aggregate exceed \$250 per Lot, must have the prior favorable vote of two-thirds (2/3) of the total outstanding votes in the Association.

Section 3.6 Commencement of Homeowner's Dues Liability of an Owner for Homeowner Dues shall commence from the date upon which any instrument of transfer of the lot to such Owner becomes effective (such as the date of a deed or the date of a recorded Contract for the sale of any Lot).

Section 3.7 Effect of Nonpayment of Homeowner's Dues If any Homeowner's Dues payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall, in addition to being a personal obligation of the Owner, constitute a lien against the Lot assessed and shall bear interest from such due date at a rate of two percent (2%) per month, or such other rate as may be set by the Board and which shall in any event be reduced so as not to exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessment as a debt and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and the Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 3.8 Suspension for Nonpayment of Homeowner Dues If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied.

ARTICLE 4

USES OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 4.1 Authorized Uses Lots in Pine Creek Estates shall be used solely for Single Family Residential purposes, and related facilities normally incidental to a residential community. No Lot shall be subdivided.



Section 4.2 Approval of Building or Clearing Plans Required No house, garage building, fence, deck, patio, wall, kennel or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Pine Creek Estates nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree (with the exception of alder) eight (8) inches or more in diameter on any Lot, measured five (5) feet above ground level, be cut, until after the details and written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same, to the extent applicable, shall have been submitted to and approved in writing by the Architectural Control Committee. Any structure or action so approved must be completed as to external appearance, including finished staining of a structure, within six (6) months after the date construction is commenced unless the Committee elects to grant an extension. Although the Architectural Control Committee shall have full authority to approve or disapprove of any specific proposal, including the authority to grant exceptions to and variances from the requirements of this Article 4 pursuant to Subsection 2.7.5, above, the following general restrictions shall apply to Pine Creek Estates.

Section 4.2.1 Building Permits No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond the Building Setback Lines or within any drainage easement areas as shown on the face of the final plat or within any Common Area or without receipt of a bonafide building permit where applicable.

Section 4.2.2 Building Materials All exterior materials must be approved for use by the Architectural Control Committee. Roofing materials must be cedar shingle, composite roofing, shake or tile. All siding materials must be hardiplank, cedar, redwood, or other exterior wood materials excepting plywood siding of any type whatsoever, with one exception, plywood siding may be used in soffit areas. Window frames must be of wood, approved vinyl, or milled in white, silver, bronze, or taupe anodized aluminum. Types and colors of exterior paint and stain as well as any exterior door colors must be submitted to the Committee for approval. 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 Pine Creek Estates. The use of bright hard stains or paint are not allowed except by written approval of the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin.

Section 4.2.3 Landscaping and Fencing Front, side and rear yards shall be fully landscaped within six (6) months after the date of the issuance of a certificate of occupancy for the residence on the Lot. In the event of undue hardship due to either conditions or otherwise, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee. "Fencing" shall mean any barrier or wall other than natural living organic vegetation, including trees and shrubs. Plantings or site obscuring fences shall not exceed four (4) feet in height in the front yard or on side Lot lines forward of the building line with the greatest setback from the front of the Lot. No fence erected within Pine Creek Estates shall be over six (6) feet in height. Fences shall be well constructed of wood materials and shall not detract from the appearance of the home located upon the Lot. No fence, wall, hedge or shrub planting which obstructs sight lines as elevation between two (2) and six (6) feet above the



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roadway shall be placed or permitted to remain on any corner lot within the triangle formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight line. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

Section 4.2.4 Floor Area and Height Restrictions Only one Single Family home not to exceed two (2) stories in height plus basement and a private garage shall be permitted on each Lot. If a home is built on a Lot, it must include a garage for not less than two (2) cars, which is fully enclosed, (no carports). The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or porch for the protection of such swimming pool, or for the storage of a boat and /or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, is compatible in design and decoration with the residence constructed on such Lot and has been approved by the Architectural Control Committee. One-story, split-level, or tri-level homes shall include no less than 1,750 gross square feet of living space. Two-story homes shall include no less than 1,800 gross square feet of living space. Daylight rambler homes shall include no less than 1,500 gross square feet of living space on the entry or main level. "Living space" shall not include porches, decks, balconies, garages, or outbuildings. As noted above, the Architectural Control Committee may accept variances from the floor area requirements of this Subsection pursuant to Section 2.7.5, above.

Section 4.2.5 Contractor No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

Section 4.2.6 Time for Completion Construction of any building on any Lot shall be completed within nine (9) months from the beginning of construction as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions or otherwise, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. Failure to fulfill the foregoing covenants shall entitle Declarant or the Association to levy a special assessment against such Lot in the amount of Five Hundred Dollars (\$500) for each additional month or portion thereof the covenant remains unfulfilled, as liquidated damages. Either the Association or the Declarant may make this assessment by delivering written notice to the Owner or Participating Builder. The parties acknowledge and agree that the actual damages which might be incurred by the Declarant and the other Owners in the event of a breach of the foregoing covenants are difficult and impractical to determine precisely, however, the amount of damages fixed by this provision is a reasonable estimate of those actual damages as of the date hereof. During the Development Period, Declarant shall be entitled to receive these liquidated damages, after the Development Period, the Association shall be so entitled.



Section 4.2.7 Driveways All driveways and parking areas shall be paved with concrete, concrete pavers, or exposed aggregate. All driveways and parking areas on a Lot shall be approved concrete from the residence of such Lot (measured in a radius from the garage door of such residence), extending twenty-five (25) feet. The remaining distance to the dedicated or private roadways of Pine Creek Estates can be asphalt with approval from the Architectural Control Committee.

Section 4.2.8 Pruning and Vegetation Removal No tree(s) (with the exception of alder) outside the building footprint which are eight (8) inches or more in diameter when measured five (5) feet above ground shall be cut without the prior approval of the Committee. However, any tree, which in the opinion of a qualified forester is a danger in its surroundings, must be removed by the owner. Additionally, any tree which is, or which may grow to unreasonably obstruct the view of a neighbor, may be removed or topped by first requesting permission from and securing written approval of the Owner, or if the Owner does not agree, with the approval of the Committee after an appropriate hearing and upon obtaining permission from the committee, the party requesting the topping or removal of the tree may do so at their expense. In such event, the party removing or topping a tree shall indemnify and hold harmless the owner of the lot upon which the tree is located and any damage caused to the owner of the lot's residence or property, due to the removal or topping of a tree shall be restored to its original condition by the party requesting the removal or topping of the tree. The Owner of the lot upon which a tree is located acknowledges and agrees that the Committee has the authority to grant permission for the removal or topping of a tree and the Owner waives its rights to challenge the authority of the Committee. Notwithstanding the foregoing, the Association may, in addition, perform maintenance within any dedicated right of way or Common Area from time to time such maintenance may include the right to remove branches from large coniferous trees and to remove mid-story growth. The right of the Association to perform such maintenance work may be exercised by or assignable to individual Owners.

Section 4.3 Leasing Restrictions No Lot or portion thereof may be leased or rented by any party, without the prior written approval of the Board in accordance with Section 5.19, below.

Section 4.4 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, provided, however that dogs, cats or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. No domestic pet may be kept if it is a source of annoyance or nuisance. The Board shall have the authority to determine whether a particular pet is a source of annoyance or a nuisance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law.



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Section 4.5 Commercial Uses No trade, craft, business, profession, or commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot without prior written approval from the Architectural Control Committee, excepting the right of any homebuilder and the Declarant to construct residences on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sale in Pine Creek Estates.

Section 4.6 Vehicle Storage No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from the street or from any Lot, except this provision shall not preclude temporary (less than seventy-two (72) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. No owner shall permit any vehicle, which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on Common Areas or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood, multiple Owners, or when in the opinion of the Association and/or the Architectural Control Committee the presence of a vehicle in disrepair is offensive to the neighborhood. Upon forty-eight (48) hours' notice to the owner of a Lot where an improperly parked or stored vehicle, boat or other equipment is located, the Association has authority to have removed at the Owner's expense any such items visible from the street.

Section 4.7 Garbage Each Lot and all improvements thereon shall be maintained free of litter, junk or unsightly containers, equipment, appliances, or other materials, trash, refuse, dead or fallen trees, dead or unsightly underbrush, junk or unsightly vehicles, and accumulation of building materials and equipment, with regard both to the appearance presented thereby and danger of fire and other hazards to health created thereby, provided, however, that the reasonable storage of materials and equipment on a building site during construction and necessary thereto shall be allowed. All refuse shall be kept in sanitary containers which shall be concealed from view and regularly emptied. Garbage and rubbish shall be regularly and promptly removed, unless properly composted, and such removal shall be handled so that no garbage can or other receptacle will be visible from anyplace outside the Lot on which the same is located, except on days of trash collection. The Association may establish a location and facility for the temporary storage of recyclable materials.

Section 4.8 Signs One temporary real estate sign not exceeding twenty-four (24) inches in height and thirty-six (36) inches in length may be placed upon any Lot by the Owner, the Declarant or by a licensed real estate agent or attached to any residence placed upon the market for sale. Any such temporary real estate sign shall be removed promptly following the sale of such Lot or residence. This restriction shall not prohibit the temporary placement of political signs on any Lot by the Owner thereof during any general or special election.

Section 4.9 No Obstruction of Easement No structure, planting, or other material shall be placed or permitted to remain upon Pine Creek Estates which may damage or interfere with any drainage easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No



decorative planting, structure, or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee. The easement area of each Lot and all improvements on each easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4.10 Antennas and Service Facilities Exterior antennas shall not be permitted to be placed upon the roof of any structure or on any Lot so as to be visible from the street in front of said Lot. Clotheslines and other service facilities shall be screened so as not to be viewed from the street or Common Area. Satellite dish installation is prohibited excepting those satellite dishes that are screened from the roadways and surrounding residences to a degree acceptable to the Architectural Control Committee.

Section 4.11 Owners' Maintenance Responsibilities The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in clean, sightly, and sanitary condition at all times. Without limitations as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Pine Creek Estates. No storage of firewood shall be permitted in front yards or in view from any roadway within Pine Creek Estates. After thirty (30) days written notice to an Owner from the Association of such owner's failure to so maintain his home or Lot, and after approval of a two-thirds (2/3) majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be borne solely by the Owner of the Lot through a special assessment against such Owner and his Lot.

Section 4.12 Weapons No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Pine Creek Estates except by authorized government officials. No hunting shall be permitted within Pine Creek Estates.

Section 4.13 Nuisances Prohibited No noxious or offense activity shall be conducted in any portions of Pine Creek Estates, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Pine Creek Estates, which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Pine Creek Estates community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots, or of the Common Areas, and such determination shall be final and conclusive.

Section 4.14 General View Preservation Notwithstanding the compliance of plans with all other provisions of this Declaration, the Committee may require the placement of a



planned house or other structure on a Lot, and its height, to be modified for the purpose of preserving light, air and view afforded structures on surrounding Lots, provided, however, that such altered placement or height not substantially decrease the utilization of the Owner's Lot, or substantially increase his expense as a percentage of his overall improvement costs, in the good faith judgment of the Committee.

Section 4.15 Swimming Pools All swimming pools and related structures shall be constructed according to accurate plans therefore having the prior approval of the Committee. In reviewing the same, the Committee shall give consideration to the resulting altered appearance of the area, adequacy of fencing for the security of children, and reasonable preservation of quiet neighbors. Pools shall be set back at least ten (10) feet from property lines measured from the inner wall of the tank.

Section 4.16 Relief from Provisions In cases where an Owner has made a factual showing that strict application of the provisions of this Article 4 would work a severe hardship upon him/her, the Board by Association Action may grant the Owner relief from any of such provisions, provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship, and provided further, that no such relief shall be granted if the condition thereby created would, in the reasonable judgment of the Board, violate the provisions of this Article 4. The decision of the Board in granting or denying such relief shall be final and conclusive. Nothing in this Article 4 shall diminish the authority of the Architectural Committee to grant variances and exceptions for matter within the purview of this Article 4, as more fully described in Subsection 2.7.5, above.

ARTICLE 5

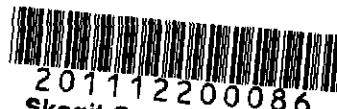
COMMON AREAS, TRACTS, AND EASEMENTS

Section 5.1 Common Areas Where applicable, Declarant may from time to time during the Development Period convey to the Association by deed or easement any existing Common Areas, Tracts, NGPAs, and Easements that exist within the Pine Creek Estates subdivision.

Section 5.2 Owners' Common Rights Owners shall have equal rights and obligations to use and maintain any and all of the Common Areas, Tracts, NGPAs, and Easements unless otherwise specifically designated by law.

Section 5.3 Maintenance Where applicable, the Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas, Tracts, NGPAs, and Easements. Said maintenance shall include periodic monitoring of landscaped areas, and removal and replacement of dead, diseased, or hazardous plants and/or trees along with general maintenance practices.

Section 5.4 Declarant's Reservations of Powers, Duties, and Obligations Pursuant to These Covenants The Declarant hereby reserves to itself all of the powers, duties and obligations granted by this Declaration for the purpose of administering and enforcing any and



all provisions hereof, until such time as the Declarant shall delegate all or any part of its duties, obligations, and authority as set forth in Section 5.5 hereof.

Section 5.5 Delegation by Declarant Declarant may at any time and from time to time delegate, convey or otherwise assign to the Association, and all portions of Declarant's powers, duties, and obligation pursuant to this Declaration, and may further maintain the powers, duties, and obligations of any specific Article as set forth in this Declaration, e.g. retention of the Architectural Control Committee.

Provided, however, the Declarant shall complete the delegation, conveyance, or other assignments of all its interest in the Association at the time of expiration of the Development period or at such time prior to such expiration by written notification to the then Board of Directors of Declarant's delegation and conveyance of all of its interest in the Association.

ARTICLE 6

INSURANCE, CASUALTY LOSSES; CONDEMNATION

Section 6.1 Insurance Coverage The Association shall obtain and maintain at all times, as an Association expense, a policy or policies and bonds written by companies licensed to do business in Washington required to provide.

Section 6.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of landscaping and improvements located in the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgages as their interests appear.

Section 6.1.2 General comprehensive liability insurance insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

Section 6.1.3 Worker's compensation insurance to the extent required by applicable laws.

Section 6.1.4 Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount equal to three months general assessments on all Lots, including reserves.

Section 6.1.5 Such other insurance as the Association deems advisable.



ARTICLE 7

ENFORCEMENT

Section 7.1 Right to Enforce The Association, Declarant, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so.

Section 7.2 Remedies Cumulative Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies proved by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 7.3 Covenants Running with the Land The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Pine Creek Estates, their heirs, executors, administrators, successors, grantees, and assigns. All instruments, granting or conveying any interest in any Lot shall be subject to this Declaration.

ARTICLE 8

SUBORDINATION OF LIENS

Section 8.1 Intent of Provisions The provisions of this Article 8 apply for the benefit of each Mortgagee.

Section 8.2 Mortgagee's Nonliability A Mortgagee shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restrictions, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 8.3 Mortgagee's Rights During Foreclosure During foreclosure of a Mortgage, including any period of redemption, a Mortgagee may upon written notice to the Board exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges, provided, however, that the Owner's rights shall prevail so long as the Owner is contesting, by judicial action, the Mortgagee's right to foreclosure the Mortgage.



Section 8.4 Mortgagee as Owner At such time as Mortgagee shall become the Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and changes in the same manner as any Owner.

Section 8.5 Mortgagee's Title Free and Clear of Liens A Mortgagee of a First Mortgage acquiring title to a Lot through foreclosure, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered Lot free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment or change due but unpaid before the final conclusion of any such proceeding, but not including the expiration date of any period of redemption. The association may treat any unpaid assessments or changes against a Lot foreclosed against as an expense of the Association, even though the Association may continue to seek to collect the assessment or changes from the responsible party.

Section 8.6 Survival of Assessment and Charges Obligation After the foreclosure of a security interest in a Lot, any unpaid assessments or charges shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 8.7 Subordination of Assessment and Charge Liens The liens for assessments and charges provided for in this Declaration shall be subordinate to the lien of any First Mortgage, and the Association will, upon request, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a First Mortgage, liens shall arise against the Lot for any assessment payments or levied charges coming due after the date of completion of such transfer.

ARTICLE 9

AMENDMENT AND REVOCATION

Section 9.1 Amendment by Declarant or Association During the Development Period, Declarant shall have the sole authority, on its sole signature and without need for any action by the Association or Owners, to amend this Declaration. Following the termination of the Development Period, this Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided that such amendments shall have received the prior approval of a vote of the Owners having seventy-five percent (75%) of the total outstanding votes in the Association. Notwithstanding any of the foregoing, the prior written approval of a majority of all Mortgagees who have requested from the Association notification of amendment shall be required for any material amendment to the Declaration or the Association's Bylaws of any of the following, voting rights, assessments, assessment liens, and subordination of such liens, reserves for maintenance, repair, and liens, and subordination of such liens, reserves for maintenance, repair, and replacement of Common Areas, insurance or fidelity bonds, responsibility for maintenance and repair, reallocation of interest of the Common Areas, or rights to their use, convertibility of Lots into Common Areas or of Common Areas to



Lots, imposition of any restrictions of the right of an Owner to sell or transfer his Lot, any action to terminate the legal status of the Association after substantial destruction or condemnation occurs, or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 9.2 Effective Date Amendments shall take effect only upon recording with the Skagit County Auditor or any successor recording office.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Non-Waiver No waiver of any breach of the Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 10.2 Attorney's Fees In the event of a suit or action to enforce any provisions of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys' fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10.3 Interpretation The captions of the various articles, sections and paragraphs of this Declaration are for the convenience of use and reference only and do not define or describe the scope or content of this Declaration or any part hereof.

Section 10.4 Severability Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 10.5 Notices All notices, demands, or other communication ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given two (2) days after the date of mailing thereof, or on the date of actual receipt, of sooner, otherwise, Notices shall be deemed given on the date of actual receipt. Notices to any Owner may be given at any Lot owned by such Owner, provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices.

Section 10.6 Applicable Law This Declaration shall be construed in all respects under the laws of the State of Washington.

Section 10.7 Conflict In the event of any conflict between the provisions of this Declaration and the provisions of the Association's Articles of Incorporation, Bylaws, or rules and regulations, the provisions of this Declaration shall be controlling.



ARTICLE 11

STORMWATER POND MAINTENANCE

UNOFFICIAL DOCUMENT



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MAC ENGINEERING, LLC

PO Box 177
Silvana, WA 98287

Tel/Fax 360-652-5820

E-Mail: macengineering@frontier.net

OPERATION & MAINTENANCE MANUAL

LOCATION:

SOUTH OF EAST MARTIN ROAD
(CENTENNIAL ELEMENTARY SCHOOL)
MOUNT VERNON, WA 98273

ISSUE DATE:

November 21, 2011

PREPARED FOR:

PINE CREEK ESTATES HOMEOWNERS ASSOCIATION

PREPARED BY:

MAC ENGINEERING, LLC
PO BOX 177
SILVANIA, WA 98287

PERMIT NUMBERS:

D10-069 & LU07-018



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OPERATION & MAINTENANCE MANUAL

INTRODUCTION:

The proposed Development consists of 30 Single-family residential lots of Division 1 within the Pine Creek Estates site. Division 1 construction includes the detention facility sized for Division 1, Division 2, the off-site Centennial Elementary School site and the extension of North 30th Street along the west boundary of the site constructed to Martin Road. Access for Division 1 site will be from North 30th Street with the detention facility on the Southeast corner of the site from Trumpeter Dr. This Operations and Maintenance manual is for both Divisions I and Division II of Pine Creek Estates.

PLAN GOAL:

The specific purpose for the storm water facility is to minimize pollution that is typically associated with modern development. In general, pollution that is typically associated with development. In general, pollution from motor vehicles and pollution generated from erosion. Attached to this narrative is a maintenance manual, which offers guidelines to the owner for storm water facility maintenance.

ON-SITE STORMWATER FACILITY MAINTENANCE REQUIREMENTS

Regular inspections of the drainage facilities should be carried out twice per year, in the spring and fall. The responsible party should keep records of these inspections available for review by the city. Additional inspections may be required after severe seasonal storms.

Routine maintenance of the site will include mowing, care of landscaping and the removal of trash and debris from the drainage system. The parking lots and driveways should be kept clean and in repair. Events such as major storms or heavy winds will require immediate inspections for damage.

A checklist and map of the onsite stormwater facilities for periodic inspection and maintenance is provided. Maintenance and inspection guidelines are provided thereafter.

RESPONSIBLE ORGANIZATION:

PINE CREEK ESTATES HOMEOWNERS ASSOCIATION

SITE: PINE CREEK ESTATES

LOCATION: SOUTH OF EAST MARTIN ROAD (CENTENNIAL ELEMENTARY SCHOOL)
MOUNT VERNON, WA 98273



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OPERATION & MAINTENANCE MANUAL

INSPECTION MAINTENANCE CHECKLIST

<u>STRUCTURE</u>	<u>DATE OF INSPECTION MAINTENANCE</u>		
	<u>RESULTS/ MAINTENANCE</u>	<u>DATE</u>	<u>COMENTS</u>
CONTROL STRUCTURE	Inspection Results Maintenance done		
DETENTION VAULT	Inspection Results Maintenance done		
CATCH BASINS	Inspection Results Maintenance done		
CONVEYANCE STORM PIPES	Inspection Results Maintenance done		

A COPY OF THIS MAINTENANCE LOG SHALL BE COMPLETED BY A DESIGNATED MAINTENANCE PERSON PER THE REQUIRED MAINTENANCE INTERVALS. THESE MAINTENANCE LOGS SHALL BE KEPT ON SITE.

ADDITIONAL INSPECTION/MAINTENANCE NOTES:



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OPERATION & MAINTENANCE MANUAL

Catch Basins/Manholes

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions	
General	Trash & debris (includes sediment)	Trash or debris of more than ½ ft ³ which is located immediately in front of the catch basin opening or is blocking capacity of the basin by more than 10%.	No trash or debris located immediately in front of catch basin opening.	
		Trash or debris (in the basin) that exceeds 1/3 of its height.	Inlet and outlet pipes free of trash or debris.	
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (i.e. methane).	No dead animals or vegetation present within the catch basin.	
		Deposits of garbage exceeding 1 ft ³ in volume.	No condition present which would attract or support the breeding of insects or rodents.	
		Trash, debris, or sediment in the basin that exceeds 60% of the sump depth, or trash, debris, or sediment that is within 6" of the invert of the lowest pipe	No trash, debris or sediment within the catch basin	
	Structure Damage to Frame and/or top slab	Structure Damage to Frame and/or top slab	Corner of frame extends more than ¼" past curb face into the street (if applicable).	Frame is even with curb.
			Top slab has holes larger than 2 in ² or cracks wider than ¼" (intent is to make sure all material is running into basin).	Top slab is free of holes & cracks.
			Frame not sitting flush on top slab; i.e. separation of more than ¼" of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in Basin Walls/Bottom	Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
			Cracks wider than ½" and longer than 1 ft at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than ¼" wide at the joint of inlet/outlet pipe.
Settlement/Misalignment	Settlement/Misalignment	Basin has settled more than 1" or has rotated more than 2" out of alignment.	Basin replaced or repaired to design standards.	
Fire Hazard	Fire Hazard	Presence of chemicals such as natural gas, oil, and/or gasoline.	No flammable chemicals present.	
Vegetation	Vegetation	Vegetation growing across & blocking more than 10% of the basin opening.	No Vegetation blocking opening to basin.	
		Vegetation growing in inlet/outlet pipe joints that is more than 6" tall and less than 6" apart.	No vegetation or root growth present.	
Pollution	Pollution	Non-flammable chemicals of more than ½ ft ³ per 3 ft of basin length.	No pollution present other than surface film.	



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OPERATION & MAINTENANCE MANUAL

CATCH BASINS/MANHOLES

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed.
	Locking Mechanism Not Working	Mechanism cannot be opened by 1 maintenance person with proper tools. Bolts into frame have less than 1/2" of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	1 Maint. Person cannot remove lid after applying 80 lbs of lift: intent is to keep cover from sealing off access to maintenance personnel.	Mechanism opens with proper tools.
Ladder	Ladder rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards & allows maint. Personnel safe access.
Metal Grates (if applicable)	Grate Opening Unsafe	Grate with opening wider than 7/8"	Grate meets design standards.
	Trash & Debris	Trash & debris that is blocking more than 20% of grate surface.	Grate is free of trash & debris.
	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place & meets design standards.



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OPERATION & MAINTENANCE MANUAL

CONVEYANCE SYSTEMS (PIPES, DITCHES & SWALES)

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
Pipes	Sediment & Debris	Accumulated sediment that exceeds 20% of the pipe.	Pipe cleaned of all sediment & debris.
	Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipe.
	Damaged	Protective coating is damaged; rust is causing more than 50% deterioration to any part of the pipe.	Pipe repaired or replaced.
		Any dent that decreases the cross sectional area of the pipe by more than 20%.	Pipe repaired or replaced.
Open Ditches	Trash & Debris	Trash & debris exceeds 1 ft ³ per 1,000 ft of ditch and slopes.	Trash and debris cleared from ditches.
	Sediment	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned/flushed of all sediment and debris so that it matches design.
	Vegetation	Vegetation that reduces free movement of water through ditches.	Water flow freely through ditches.
	Erosion Damage to Slopes	Erosion of the ditch's side slopes and/or scouring of the ditch bottom that exceeds 6", or where continued erosion is prevalent.	Slopes should be stabilized by using proper erosion control measures, and repair methods.
	Rock Lining out of Place or Missing (if Applicable)	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standards.
Swales	Trash & Debris	See above for ditches	See above for ditches.
	Sediment buildup	See above for ditches	Vegetation may need to be replanted after cleaning.
Catch Basins		See "Catch Basins" standard.	See "Catch Basins" standard.
Debris Barriers (e.g. Trash Rack)	Sediment & Debris	Accumulated sediment/debris that exceeds 20% the inlet opening.	Debris barrier is free of sediment & debris.
	Vegetation	Vegetation obstructs more than 20% of the inlet opening.	Debris barrier is free of obstructing vegetation.



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OPERATION & MAINTENANCE MANUAL

WET PONDS

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
Wet pond	Vegetation	Vegetation such as grass and weeds need to be mowed when it starts to impede aesthetics of pond. Mowing is generally required when height exceeds 18". Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises, or by rainfall runoff.	Vegetation should be mowed to 4-5" in height. Trees and bushes should be removed where they are interfering with pond maintenance activities.
		Slope areas are not vegetated	Slope areas should be vegetated. Eroded areas should be regarded before being re-vegetated.
	Trash & Debris	Accumulation that exceeds 1 ft ³ per 1000 ft ² .	Trash & debris removed from the pond area.
	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the depth of sediment zone plus 6", usually the first cell.	Removal of sediment from pond bottom.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Removal of oils from pond surface.
	Erosion	Erosion of the pond's side slopes and/or scouring of the pond bottom that exceeds 6", or where continued erosion is prevalent.	Slopes should be stabilized by using proper erosion control measures and repair methods.
	Settlement of Pond Dike/Berm	Any part of these components has settled 4" or lower than the design elevation, or inspector determines dike/berm is unsound.	Dike/berm is repaired to specifications.
	Rock Window	Rock window is clogged with sediment.	Window is free of sediment and debris.
Overflow Spillway	Rock is missing and soil is exposed at top of spillway or outside slope.	Replace rocks to specifications.	



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OPERATION & MAINTENANCE MANUAL

DETENTION PONDS

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
General	Trash & Debris	Any trash and debris which exceeds 5 ft ³ per 1,000 ft ² (this is about equal to the amount of trash it would take to fill up one standard size garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site. If less than threshold, all trash and debris will be removed as part of next scheduled maintenance.
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public.	No danger of poisonous vegetation where maintenance personnel or the public might normally be.
	Contaminants and Pollutants	Any evidence of oil, gasoline, contaminants or other pollutants	No contaminants present other than a surface film. Coordinate with local water quality response agency.
	Un-mowed Grass/Ground Cover	If facility is located in private residential area, mowing is needed when grass exceeds 18" in height. In other areas, the general policy is to make the pond match the adjacent ground cover and terrain as long as there is no interference with the function of the facility.	When mowing is needed, grass/ground cover should be mowed to 2" in height. Mowing of selected higher use areas rather than the entire slope may be acceptable for some situations.
	Vegetation is not growing	For grassy ponds, grass cover is sparse & weedy or is overgrown. For wetland ponds, plants are sparse or invasive species are present.	For grassy ponds, selectively thatch, aerate, & reseed ponds. Grass cutting unnecessary unless dictated by aesthetics. For wetland ponds, hand plant nursery grown wetland plants in bare areas. Pond bottoms should have uniform dense coverage of desired plant species.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and the dam or berm repaired.
	Beaver Dams	Dam results in change or function of the facility.	Facility is returned to design function. Coordinate trapping of beavers and removal of dam with appropriate agencies.
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site.
Tree Growth		Tree growth does not allow maintenance access or interferes with maintenance activity (i.e. slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access, leave trees alone.	No trees are to be allowed in detention ponds.
		If dead, diseased or dying trees are identified (Use a certified Arborist to determine tree health)	Hazard trees are removed

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OPERATION & MAINTENANCE MANUAL

DETENTION PONDS

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
Pond Berms (Dikes)	Settlement	Any part of dike which has settled 4" lower than the design elevation.	Dike should be built back to the design elevation.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.	Piping eliminated. Erosion potential resolved. A geotechnical engineer should be consulted.
	Tree Growth	Tree growth on berms over 4 feet in height may lead to piping through the berm which could lead to failure of the berm.	Trees should be removed. If root system is small (base less than 4 inches), the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed civil engineer should be consulted.
Emergency/ Overflow Spillway	Rock Missing	Only one layer of rock exists above native soil in area 5 ft ² or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Replace rocks to design standards.
Side slopes of Pond	Erosion	Eroded damage over 2" deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measure(s): e.g., rock reinforcement, planting of grass, compaction.
		Any erosion observed on a compacted berm embankment.	If erosion is occurring on compacted berms a licensed civil engineer should be consulted to resolve source of erosion

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OPERATIONS & MAINTENANCE

CONTROL STRUCTURE/FLOW RESTRICTOR

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
General	Trash & Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	All trash, debris, & sediment is removed. Control structure orifice is not blocked.
	Structural Damage	Structure is not securely attached to manhole wall & outlet pipe structure should support at least 1,000 lbs of up or down force.	Structure firmly attached to wall & outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb)	Structure in correct position.
		Connections to outlet pipe are not water tight and show signs of rust.	Connections to outlet pipe are not are water tight; structure repaired or replaced and functions as designed.
		Any holes-other than by design-in structure.	Structure has no holes other than by design.
Cleanout Gate	Damaged or Missing	Cleanout gate is not water tight or is missing	Gate is water tight and functions as designed.
		Gate can not be moved up and down by one maintenance person.	Gate moves up and down easily & is water tight.
		Chain leading to gate is missing or damaged.	Gate is repaired or replaced to meet design standards.
		Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole		See "Closed Detention Systems" standards.	See "Closed Detention Systems"
Catch Basin		See "Catch Basins/Manhole" standards.	See "Catch Basins" standards.



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OPERATIONS & MAINTENANCE

ENERGY DISSIPATERS

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
Rock Pad	Missing or moved rock	Only one layer of rock exists above native soil in area 5 ft ² or larger, or any exposure of native soil.	Replace rocks to design standard.
Rock-filled trench for pond discharge	Missing or moved rock	Trench is not full of rock.	Add large rock (\pm 30 lbs each) so that rock is visible above edge of trench.
Dispersion trench	Pipe Plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed.
	Perforations plugged	Over 1/2 of perforations in pipe are plugged with debris and sediment.	Clean or replace perforated pipe.
	Not discharging water properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Pipe must be replaced or trench must be redesigned/rebuilt to standards.
	Water flows out top of "distributor" catch basin	Maintenance person observes water flowing out during any storm less than the design storm or it is causing or appears likely to cause damage.	Facility must be rebuilt or redesigned to standards. Pipe is probably plugged or damaged and needs replacement.
	Receiving area over-saturated	Water in receiving area is causing or has potential of causing a landslide.	Stabilize slope with grass or other vegetation, or rock if condition is severe. Contact a professional engineer for evaluation.



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OPERATIONS & MAINTENANCE

GATES

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
General	Damaged or missing components	<p>Gate is broken, jammed, or missing.</p> <p>Broken or missing hinges such that gate cannot be easily opened and closed by a maintenance person.</p> <p>Gate is out of plumb more than 6" and more than 1 ft out of design alignment.</p> <p>Missing stretcher bands and ties.</p>	<p>Pond has a functioning gate to allow entry of people and maintenance equipment such as mowers and backhoe.</p> <p>Hinges intact and lubed. Gate is working freely.</p> <p>Gate is aligned and vertical.</p> <p>Stretcher bar, bands, and ties in place.</p>



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OPERATIONS & MAINTENANCE

ACCESS ROADS/EASEMENTS

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
General	Blocked Roadway	Debris which could damage vehicle tires (glass or metal).	Roadway free of debris which could damage tires.
		Any obstructions which reduce clearance above road surface to less than 14 ft.	Roadway overhead clear to 14 ft high.
Road Surface	Settlement, potholes, mush spots, ruts	Any obstructions restricting the access to less than 15 ft width.	Obstruction removed to allow at least 15 ft wide access.
		When any surface irregularity exceeds 6" in depth and 6 ft ² . In general, any surface defect which hinders or prevents maintenance access	Road surface uniformly smooth with no evidence of settlement, potholes, mush spots, or ruts. Occasionally application of additional gravel or pitrun rock will be needed.
Shoulders & Ditches	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.
		Erosion damage	Erosion within 1ft of the roadway more than 8" wide and 6" deep.



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OPERATIONS & MAINTENANCE

FENCING, SHRUBBERY, AND OTHER LANDSCAPING

Maintenance Component	Defect	Conditions When Maintenance is Needed	Desired Conditions
General	Missing or broken/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.
	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" in height.
	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.
Wire Fences	Damaged parts	Posts out of plumb more than 6".	Posts plumb to within 1-1/2" of plumb.
		Top rails bent more than 6".	Top rail free of bends greater than 1".
		Any part of fence (including posts, top rails, and fabric) more than 1 ft out of design alignment.	Fence is aligned and meets design standards.
		Missing or loose tension wire.	Tension wire in place and holding fabric.
		Missing or lose barbed wire that is sagging more than 2-1/2" between posts.	Barbed wire in place with less than 3/4" sag between posts.
	Extension arm missing, broken, or bent out of shape more than 1-1/2".	Extension arm in place with no bends larger than 3/4".	
Deteriorated paint or protective coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.	
Openings in fabric	Openings in fabric are such that an 8" diameter ball could fit through.	No openings in fabric.	

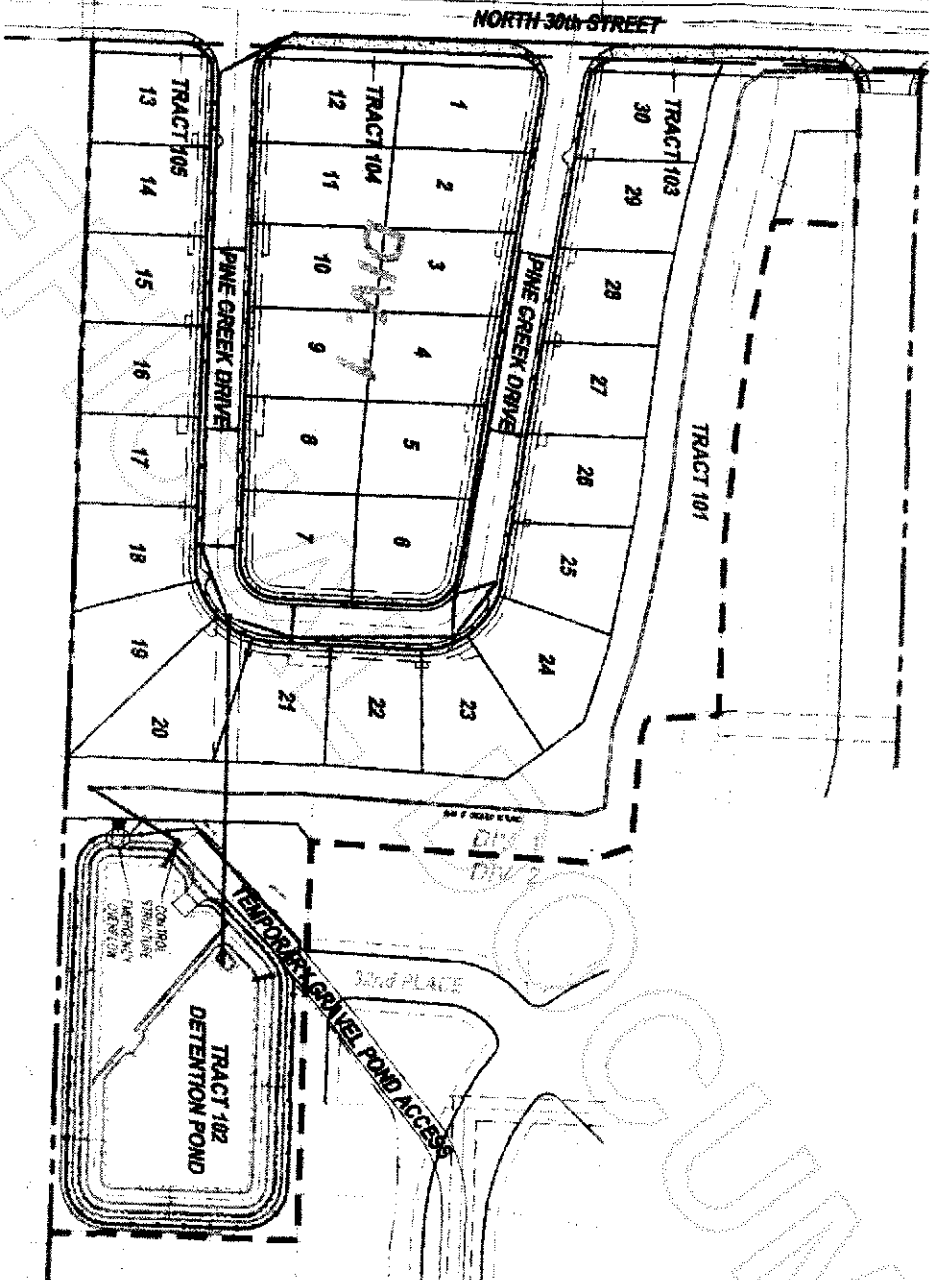


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NW1/4, NE1/4, SECTION 16, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WA



LEGAL DESCRIPTION:
 PORTION OF TRACT "A", ALL OF TRACT "B" AND TRACT "C" OF
 SKAGIT PLAT NO. 14-7-1, AS APPROVED APRIL 10, 1991, RECORDS
 MAY 2, 1991 UNDER ADJUTOR'S FILE NO. 2102020002, RECORDS
 OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE
 NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15,
 TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M.
 SITUATE IN THE COUNTY OF SKAGIT STATE OF WASHINGTON.

PROPERTY TAX ACC.
 (P2915, P19096, P19097)

PERMIT NUMBERS D10-069 & LU07-018
PINE CREEK ESTATES
 DIVISION 1
 POND SITE EXHIBIT

WAC 308 03 100022



Skagit County Auditor

PINE CREEK ESTATES (AS-BUILT)

SECTION II

ALLOWABLE RELEASE RATES

2 YEAR Match 1/2 2 year Storm Event = Existing 2 yr / 2 = 2.38 cfs / 2 = 1.19 cfs Allowable

10 YEAR Match 10 year Storm Event = Existing 10 yr = 4.94 cfs Allowable

100 YEAR Match 100 year Storm Event = Existing 100 yr = 9.00 cfs Allowable

DETENTION FACILITY DESIGN:

RLPCOMPUTE [P-POND RLP] SUMMARY

(Pond with 0 VCF)

2 yr Match Q: 1.1928 cfs Peak Out Q: 1.0274 cfs - Peak Stg: 73.50 ft - Active Vol: 2.1810 acft
10 yr Match Q: 4.9438 cfs Peak Out Q: 3.1471 cfs - Peak Stg: 74.17 ft - Active Vol: 2.6825 acft
100 yr Match Q: 8.9966 cfs Peak Out Q: 8.8421 cfs - Peak Stg: 74.49 ft - Active Vol: 2.9268 acft

Minimum Live Pond Volume Required = 2.9268 ac ft (1.3 VCF) = 3.8048 ac ft = 165,739 cf

RLPCOMPUTE [F-POND RLP] SUMMARY

(Pond with 1.3 VCF)

2 yr Match Q: 1.1928 cfs Peak Out Q: 0.9473 cfs - Peak Stg: 72.97 ft - Active Vol: 2.3058 acft
10 yr Match Q: 4.9438 cfs Peak Out Q: 2.5323 cfs - Peak Stg: 74.12 ft - Active Vol: 3.3423 acft
100 yr Match Q: 8.9966 cfs Peak Out Q: 6.5123 cfs - Peak Stg: 74.37 ft - Active Vol: 3.5770 acft

6 Month Match Q: 1.0796 cfs Peak Out Q: 0.7296 cfs - Peak Stg: 71.76 ft - Active Vol: 1.3056 acft
Running C:\STORMSHED\P-POND 2 RLP Report.pgm on Monday, March 22, 2010

Summary Report of all RLPool Data

Project Precips

[2 yr] 1.80 in
[10 yr] 2.60 in
[100 yr] 3.70 in
[6 Month] 1.30 in

BASLIST2

[EXISTING] Using [TYPE1A] As [2 yr]
[EXISTING] Using [TYPE1A] As [10 yr]
[EXISTING] Using [TYPE1A] As [100 yr]
[DEVELOPED] Using [TYPE1A] As [2 yr]
[DEVELOPED] Using [TYPE1A] As [10 yr]
[DEVELOPED] Using [TYPE1A] As [100 yr]
[DEVELOPED] Using [TYPE1A] As [6 Month]



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LSTEND

BasinID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Area ac	Method /Loss	Raintype	Event
EXISTING	2.3856	9.17	2.3267	36.43	SBUH/SCS	TYPE1A	2 yr
EXISTING	4.9438	9.00	4.2924	36.43	SBUH/SCS	TYPE1A	10 yr
EXISTING	8.9966	8.67	7.2442	36.43	SBUH/SCS	TYPE1A	100 yr
DEVELOPED	7.6627	8.00	3.6114	36.43	SBUH/SCS	TYPE1A	2 yr
DEVELOPED	12.3649	8.00	5.8276	36.43	SBUH/SCS	TYPE1A	10 yr
DEVELOPED	19.0610	8.00	8.9940	36.43	SBUH/SCS	TYPE1A	100 yr
DEVELOPED	4.8828	8.00	2.3033	36.43	SBUH/SCS	TYPE1A	6 Month

Drainage Area: EXISTING

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur:	24.00 hrs	Intv:	10.00 min
	Area	TC	
Pervious	36.4300 ac	CN	87.26
Impervious	0.0000 ac	TC	1.63 hrs
Total	36.4300 ac	TC	0.00 hrs

Supporting Data:

Pervious CN Data:

PASTURE	89.00	15.3500 ac
FOREST	86.00	21.0800 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Sheet	TC	300.00 ft	4.00%	0.2400	34.73 min
Sheet	TC	400.00 ft	4.00%	0.2400	43.71 min
Shallow	TC	860.00 ft	2.25%	5.0000	19.11 min

Drainage Area: DEVELOPED

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur:	24.00 hrs	Intv:	10.00 min
	Area	TC	
Pervious	20.2000 ac	CN	89.00
Impervious	16.2300 ac	TC	0.93 hrs
Total	36.4300 ac	TC	0.20 hrs

Supporting Data:

Pervious CN Data:

LAWN, LANDSCAPE AND PLAY FIELD	89.00	20.2000 ac
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Impervious CN Data:

PHASE 1 ROADS	98.00	1.3100 ac
PHASE 1 SIDEWALK	98.00	0.3900 ac
POND WITH ACCESS	100.00	1.3900 ac
PHASE 2 ROADS	98.00	1.8000 ac
PHASE 2 SIDEWALK	98.00	0.3800 ac
OFFSITE RD ASPHALT	98.00	0.5000 ac
OFFSITE RD SIDEWALK	98.00	0.1500 ac
SCHOOL BUILDINGS & 4 OFFSITE SFR	98.00	1.5600 ac
SCHOOL ASPHALT	98.00	2.0000 ac
30 SFR AT 4000 SF EA PHASE 1 LOTS	98.00	2.7000 ac
45 SFR AT 4000 SF ES PHASE 2 LOTS	98.00	4.0500 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TC	0.00 ft	0.00%	56.0000	56.00 min



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Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff:	Travel Time
Fixed	TC	0.00 ft	0.00%	12.0000	12.00 min

HYDLIST SUMMARY

[P-POND 2YR OUT] [P-POND 10YR OUT] [P-POND 100YR OUT] [2 yr-ORIFICE 2-OutHyd] [10 yr-ORIFICE 2-OutHyd] [100 yr-ORIFICE 2-OutHyd]
 [2 yr-RISER 2-OutHyd] [10 yr-RISER 2-OutHyd] [100 yr-RISER 2-OutHyd]

LSTEND

HydID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Cont Area (ac)
P-POND 2YR OUT	1.03	24.17	2.4801	36.4300
P-POND 10YR OUT	3.15	13.33	4.4274	36.4300
P-POND 100YR OUT	8.84	9.50	7.5869	36.4300
2 yr-ORIFICE 2-OutHyd	0.95	24.17	2.2848	36.4300
10 yr-ORIFICE 2-OutHyd	1.12	17.33	2.8664	27.6458
100 yr-ORIFICE 2-OutHyd	1.15	10.67	3.0517	16.0361
2 yr-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000
10 yr-RISER 2-OutHyd	1.42	17.33	0.9108	8.7842
100 yr-RISER 2-OutHyd	5.36	10.67	3.8810	20.3939

Node ID: P-POND 2

Desc: POND WITH VCF = 0
 Start EI: 70.0000 ft Max EI: 80.0000 ft
 Contrib Basin:
 Length ss1 ss2 Width ss3 ss4
 307.0000 ft 3.00h:1v 3.00h:1v 75.0000 ft 3.00h:1v 3.00h:1v

DISCHLIST

[COMBO 2] [ORIFICE 2] [RISER 2]

LSTEND

Control Structure ID: COMBO 2 - Combination Control Structure

Descrip: COMBINED STRUCTURE
 Start EI Max EI Increment
 70.0000 ft 80.0000 ft 0.10
 ID List: ORIFICE 2 RISER 2
 Split: Split OutHyd into component hydrographs.

Control Structure ID: ORIFICE 2 - Multiple Orifice Structure

Descrip: Multiple Orifice
 Start EI Max EI Increment
 70.0000 ft 80.0000 ft 0.10
 Orif Coeff: 0.62
 Bottom EI: 69.00 ft
 Lowest Diam: 4.5000 in

Control Structure ID: RISER 2 - Overflow riser

Descrip: Multiple Orifice
 Start EI Max EI Increment
 73.9500 ft 80.0000 ft 0.10
 Riser Dia: 24.00 in Orif Coeff: 3.78 Weir Coeff: 9.74

Running C:\STORMSHED\F-POND 2 RLP Report.pgm on Monday, March 22, 2010



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Summary Report of all RLPool Data

HYDLIST SUMMARY

[F-POND 2YR OUT] [F-POND 10YR OUT] [F-POND 100YR OUT] [F-POND 6 MONTH] [2 yr-ORIFICE 2-OutHyd] [10 yr-ORIFICE 2-OutHyd] [100 yr-ORIFICE 2-OutHyd] [6 Month-ORIFICE 2-OutHyd] [2 yr-RISER 2-OutHyd] [10 yr-RISER 2-OutHyd] [100 yr-RISER 2-OutHyd] [6 Month-RISER 2-OutHyd]

LSTEND

HydID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Cont Area (ac)
F-POND 2YR OUT	0.95	24.17	2.2848	36.4300
F-POND 10YR OUT	2.53	17.33	3.7772	36.4300
F-POND 100YR OUT	6.51	10.67	6.9327	36.4300
F-POND 6 MONTH	0.73	24.17	1.7040	36.4300
2 yr-ORIFICE 2-OutHyd	0.95	24.17	2.2848	36.4300
10 yr-ORIFICE 2-OutHyd	1.12	17.33	2.8664	27.6458
100 yr-ORIFICE 2-OutHyd	1.15	10.67	3.0517	16.0361
6 Month-ORIFICE 2-OutHyd	0.73	24.17	1.7040	36.4300
2 yr-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000
10 yr-RISER 2-OutHyd	1.42	17.33	0.9108	8.7842
100 yr-RISER 2-OutHyd	5.36	10.67	3.8810	20.3939
6 Month-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000

Node ID: F-POND 2

Desc: POND WITH VCF = 1.3
 Start El: 70.0000 ft
 Contrib Basin: ss1 ss2
 Length: 307.0000 ft 3.00h:1v 3.00h:1v
 Max El: 80.0000 ft
 Contrib Hyd: ss3 ss4
 Width: 98.0000 ft 3.00h:1v 3.00h:1v

DISCHLIST

[COMBO 2] [ORIFICE 2] [RISER 2]

LSTEND

EMERGENCY OVERFLOW DESIGN:

RLPCOMPUTE [OF POND RLP] SUMMARY

100 yr MatchQ=PeakQ= 19.0610 cfs Peak Out Q: 16.2473 cfs - Peak Stg: 75.00 ft - Active Vol: 0.5686 acft

BASLIST2

[DEVELOPED] Using [TYPE1A] As [100 yr]

LSTEND

HYDLIST SUMMARY

[100YR OF OUT]

LSTEND

HydID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Cont Area (ac)
100YR OF OUT	16.25	8.33	8.9897	36.4300

Control Structure ID: OVER FLOW - Overflow weir

Descrip: EMERGENCY OVERFLOW WEIR
 Start El: 74.5000 ft
 Length: 10.0000 ft
 Max El: 80.0000 ft
 Increment: 0.10
 Side Slope: 3.00h:1v



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PEAK FLOW COMPARISON @ COMPLETION OF DIVISION 1:

STORM EVENT (F-Pond)	ALLOWABLE cfs	DIV. 1 (CONSTRUCTED) cfs	DIV. 1 & 2 (CONSTRUCTED) cfs
2 yr	1.19	0.89	0.95
10yr	4.94	2.12	2.53
100yr	9.00	5.61	6.51

RLPCOMPUTE [P-POND 2 RLP] SUMMARY

2 yr Match Q: 1.1928 cfs Peak Out Q: 0.9714 cfs - Peak Stg: 73.12 ft - Active Vol: 1.9170 acft
 10 yr Match Q: 4.9438 cfs Peak Out Q: 2.7378 cfs - Peak Stg: 74.14 ft - Active Vol: 2.6592 acft
 100 yr Match Q: 8.9966 cfs Peak Out Q: 7.4854 cfs - Peak Stg: 74.42 ft - Active Vol: 2.8762 acft

RLPCOMPUTE [F-POND 2 RLP] SUMMARY

2 yr Match Q: 1.1928 cfs Peak Out Q: 0.8948 cfs - Peak Stg: 72.65 ft - Active Vol: 2.0325 acft
 10 yr Match Q: 4.9438 cfs Peak Out Q: 2.1252 cfs - Peak Stg: 74.09 ft - Active Vol: 3.3098 acft
 100 yr Match Q: 8.9966 cfs Peak Out Q: 5.6072 cfs - Peak Stg: 74.32 ft - Active Vol: 3.5307 acft

6 Month Match Q: 1.0796 cfs Peak Out Q: 0.6715 cfs - Peak Stg: 71.49 ft - Active Vol: 1.0942 acft
 Running C:\STORMSHED\P-POND 2 RLP Report.pgm on Thursday, April 15, 2010

Summary Report of all RLPool Data

BASLIST2

[DEV DIV 1] Using [TYPE1A] As [2 yr]
 [DEV DIV 1] Using [TYPE1A] As [10 yr]
 [DEV DIV 1] Using [TYPE1A] As [100 yr]

LSTEND

BasinID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Area ac	Method /Loss	Raintype	Event
DEV DIV 1	5.9453	8.00	3.2421	36.43	SBUH/SCS	TYPE1A	2 yr
DEV DIV 1	10.1181	8.00	5.3979	36.43	SBUH/SCS	TYPE1A	10 yr
DEV DIV 1	16.1885	8.00	8.5148	36.43	SBUH/SCS	TYPE1A	100 yr

Drainage Area: DEV DIV 1

Hyd Method:	SBUH Hyd	Loss Method:	SCS CN Number
Peak Factor:	484.00	SCS Abs:	0.20
Storm Dur:	24.00 hrs	Intv:	10.00 min
	Area	TC	
Pervious	28.4300 ac	89.00	0.93 hrs
Impervious	10.0000 ac	98.28	0.20 hrs
Total	36.4300 ac		

Supporting Data:

Pervious CN Data:

LAWN, LANDSCAPE AND PLAY FIELD 89.00 26.4300 ac

Impervious CN Data:

PHASE 1 ROADS 98.00 1.3100 ac
 PHASE 1 SIDEWALK 98.00 0.3900 ac
 POND WITH ACCESS 100.00 1.3900 ac
 OFFSITE RD ASPHALT 98.00 0.5000 ac



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OFFSITE RD SIDEWALK	98.00	0.1500 ac
SCHOOL BUILDINGS	98.00	1.5600 ac
SCHOOL ASPHALT	98.00	2.0000 ac
30 SFR AT 4000 SF EA PHASE 1	98.00	2.7000 ac

Pervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff.	Travel Time
Fixed	TC	0.00 ft	0.00%	56.0000	56.00 min

Impervious TC Data:

Flow type:	Description:	Length:	Slope:	Coeff.	Travel Time
Fixed	TC	0.00 ft	0.00%	12.0000	12.00 min

HYDLIST SUMMARY

[P-POND 2YR OUT] [P-POND 10YR OUT] [P-POND 100YR OUT] [2 yr-ORIFICE 2-OutHyd] [10 yr-ORIFICE 2-OutHyd] [100 yr-ORIFICE 2-OutHyd]
 [2 yr-RISER 2-OutHyd] [10 yr-RISER 2-OutHyd] [100 yr-RISER 2-OutHyd]

LSTEND

HydID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Cont Area (ac)
P-POND 2YR OUT	0.97	24.17	2.3236	36.4300
P-POND 10YR OUT	2.74	15.33	3.9993	36.4300
P-POND 100YR OUT	7.49	10.17	7.1188	36.4300
2 yr-ORIFICE 2-OutHyd	0.89	24.33	2.1424	36.4300
10 yr-ORIFICE 2-OutHyd	1.11	19.83	2.8039	30.4938
100 yr-ORIFICE 2-OutHyd	1.14	11.67	3.0289	17.0654
2 yr-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000
10 yr-RISER 2-OutHyd	1.01	19.83	0.5458	5.9362
100 yr-RISER 2-OutHyd	4.46	11.67	3.4369	19.3646

STORLIST

[P-POND 2]

LSTEND

DISCHLIST

[COMBO 2] [ORIFICE 2] [RISER 2]

LSTEND

Running C:\STORMSHED\F-POND 2 RLP Report.pgm on Thursday, April 15, 2010

Summary Report of all RLPool Data

BASLIST [TYPE1A] AS [2 yr] DETAILED

[EXISTING] [DEV DIV 1]

LSTEND

HYDLIST SUMMARY

[F-POND 2YR OUT] [F-POND 10YR OUT] [F-POND 100YR OUT] [F-POND 6 MONTH] [2 yr-ORIFICE 2-OutHyd] [10 yr-ORIFICE 2-OutHyd]
 [100 yr-ORIFICE 2-OutHyd] [6 Month-ORIFICE 2-OutHyd] [2 yr-RISER 2-OutHyd] [10 yr-RISER 2-OutHyd] [100 yr-RISER 2-OutHyd] [6 Month-RISER 2-OutHyd]

LSTEND

HydID	Peak Q (cfs)	Peak T (hrs)	Peak Vol (ac-ft)	Cont Area (ac)
F-POND 2YR OUT	0.89	24.33	2.1424	36.4300
F-POND 10YR OUT	2.13	19.83	3.3497	36.4300
F-POND 100YR OUT	5.61	11.67	8.4658	36.4300
F-POND 6 MONTH	0.67	24.17	1.5352	36.4300
2 yr-ORIFICE 2-OutHyd	0.89	24.33	2.1424	36.4300



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10 yr-ORIFICE 2-OutHyd	1.11	19.83	2.8039	30.4938
100 yr-ORIFICE 2-OutHyd	1.14	11.67	3.0289	17.0654
6 Month-ORIFICE 2-OutHyd	0.67	24.17	1.5352	36.4300
2 yr-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000
10 yr-RISER 2-OutHyd	1.01	19.83	0.5458	5.9362
100 yr-RISER 2-OutHyd	4.46	11.67	3.4369	19.3646
6 Month-RISER 2-OutHyd	0.00	0.00	0.0000	0.0000

STORLIST

[F-POND 2]

LSTEND

DISCHLIST

[COMBO 2] [ORIFICE 2] [RISER 2]

LSTEND



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PROJECT CONTACTS

It is imperative that the members of City Boards, Commissions, and Council know all of the people involved with your application so that they can act without any conflict of interest charges or violations of the appearance of fairness doctrine. Therefore, please complete the following information. If additional people become associated with the project after this form is submitted, please let us know. **The following persons are associated with this project:**

Developers:	Address:	Phone:
Pine Creek Estates	6910 Salashan Pkwy # A-1 Ferndale, WA 98248	360- 360-3357
Architect:	Address:	Phone:
N/A		
Engineer:	Address:	Phone:
Mac Engineering	P.O. Box 197 Silvana, WA 98292	425- 903-1399
Surveyor:	Address:	Phone:
Andes Land Surveying	1523 10th Street Mansville, WA 98270-4603	360- 659-6639
Title Company:	Address:	Phone:
Guardian Northwest Land Title	1301 Riverside Drive # B Mt. Vernon, WA 98273-2483	360- 424-0111
Lender/Loan Officer:	Address:	Phone:
Coast Pacific, Inc.	6910 Salashan Pkwy # A-1 Ferndale, WA 98248	360- 360-3357
Attorney:	Address:	Phone:
Zender Thukston PS	1700 D Street Bellingham, WA 98225-3101	360- 647-1500
Contractors:	Address:	Phone:
Stremmer Gravel	250 Bay Lyn Drive Lynden, WA 98264-9405	360- 354-8585
Real Estate Agents:	Address:	Phone:
N/A		
Other parties providing similar, significant services:	Address:	Phone:
N/A		



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TO THE BEST OF MY KNOWLEDGE, THESE ARE ALL OF THE PEOPLE ASSOCIATED WITH THIS PROJECT.

M. Mulder / Mayor

Signature & Title

12/5/11

Date



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Developer
Pine Creek Estates (our address)

Architect (N/A)

Engineer
Mac Engineering
P.O. Box 197
Silvana WA 98292
425-903-1399

Surveyor
Andes Land Surveying
1523 10th Street
Marysville WA 98270-4663
360-659-6639

Title Company
Guardian Northwest Land Title
1301 Riverside Drive #B
Mt Vernon WA 98273-2483
360-424-0111

Lender
Coast Pacific, Inc. (our address)

Attorney
Zender Thurston PS
1700 D Street
Bellingham WA 98225-3101
360-647-1500

Contractor
Stremmler Gravel
250 Bay Lyn Drive
Lynden WA 98264-9405

Real Estate (N/A)

Other (N/A)



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