

Filed for Record at Request of and
After Recording Return to:

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201405220063

Skagit County Auditor \$110.00
5/22/2014 Page 1 of 39 11:51AM

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
RESERVATIONS FOR DIVISION I PHASE A OF HIGHLAND GREENS**

Grantor: Hansell/Mitzel, LLC, a Washington limited liability company, d/b/a
Hansell Mitzel Homes

Grantee: Hansell/Mitzel, LLC, a Washington limited liability company, d/b/a
Hansell Mitzel Homes

Tax Parcel Nos.: A portion of 4954-000-999-0000 (P127498)

Legal Description: LOTS 1-19, LOTS 79-114, TRACTS 900-901, TRACT 903 AND
TRACT 905 OF THE PLAT OF HIGHLAND GREENS DIVISION 1 PHASE A LU 04-093 AS
RECORDED UNDER SKAGIT COUNTY AUDITORS FILE # 2014 0522 0063.

Related Documents: 200612190063, 200612190064, 200804070155, 201405220063

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR DIVISION IA OF HIGHLAND GREENS (the
“Declaration”) is made by HANSELL/MITZEL, LLC, a Washington limited liability company,
d/b/a Hansell Mitzel Homes (“Declarant”), as of this 22 day of MAY, 2014.

RECITALS

A. Declarant is the owner of certain real property in the City of Mount Vernon, Skagit
County, Washington, legally described on Exhibit A hereto.

B. The Property (defined below) comprises a portion of Division I of the Highland
Greens Planned Unit Development recorded under Skagit County Auditor’s File Number
200612190063. The remainder of Division I shall receive final plat approval separately from the
Property.

C. The property comprising the Master PUD (defined below) is subject to that certain First Amended and Restated Declaration of Protective Covenants for Highland Greens recorded under Skagit County Auditor's File Number 201405220062, which contemplates a plan for the phased development of the property within the Master PUD so that the Highland Greens community may grow in an orderly fashion under a rational scheme of development.

D. The Master CCRs (defined below) contemplate that a more detailed Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for each Division (defined below) of the Master PUD including the specific easements, restrictions and other covenants applicable to each Division, shall be recorded if required for the final plat approval of each Division, or if otherwise deemed desirable for the efficient functioning of the Division or other property within the Master PUD.

E. Declarant has applied for and received final approval for a Planned Unit Development of Highland Greens Division I Phase A, which is recorded under Skagit County Auditor's File Number 201405220062. This Declaration was a requirement of final Division IA PUD (defined below) approval.

F. Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, and restrictions hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1. "Architectural Control Committee" or "ACC" shall mean the architectural control committee initially established by the Declarant to administer and enforce the Design Code.

1.1.2. "Association" shall mean the Highland Greens Homeowners Association described in Article 5 of the Master CCRs, its successor and assigns.

1.1.3. "Association Level Amendment(s)" shall have the meaning assigned in Section 9.1.



1.1.4. "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.5. "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including any roadways, walkways, parking areas, parks, open space buffer and landscape areas shown on the Division IA PUD, which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas specifically shall include Tracts 900, 901, 903 and 905, as shown on the face of the Division IA PUD as herein attached as Exhibit C. Exhibit B-1 and B-2 are maps showing common area improvements.

1.1.6. "City" shall mean the City of Mount Vernon, Washington.

1.1.7. "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an improvement, except wholly interior alterations to a then existing Structure.

1.1.8. "Declarant" shall mean Hansell/Mitzel, LLC, d/b/a Hansell Mitzel Homes, or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of Skagit County.

1.1.9. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Division IA of Highland Greens, as amended from time to time.

1.1.10. "Design Code" shall mean the architectural and aesthetic regulations applicable to development of the property within the Master PUD, as more fully described in Section 4.2 of the Master CCRs, as such regulations may be amended from time to time.

1.1.11. "District" shall mean Public Utility District No. 1 of Skagit County, Washington, a municipal corporation.

1.1.12. "District's Lines" shall have the meaning assigned in Section 2.6.

1.1.13. "Division" shall mean Divisions I through VII of the Master PUD, as such Divisions are initially depicted on the face of the Master PUD; provided the final legal description for each Division shall be as described in the final plat of such Division; and provided further that if any subdivision of the initial Divisions I through VII receives final plat approval, such subdivision and the remainder of the initial Division shall each constitute a separate Division for purposes of this Declaration.

1.1.14. "Division Level Amendment(s)" shall have the meaning assigned in Section 9.1.



1.1.15. "Division I Phase A PUD" shall mean the Planned Unit Development of Highland Greens Division I Phase A, which is recorded under Skagit County Auditor's File Number 201405220062, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.16. "Lot" shall mean any legally platted plot of land shown upon the Division IA PUD, with the exception of (i) the Common Areas, (ii) Tract 1B, as shown on the face of the Division IA PUD, and (iii) any streets or other areas now or hereafter dedicated for public use.

1.1.17. "Master CCRs" shall mean the First Amended and Restated Declaration of Protective Covenants for Highland Greens recorded under Skagit County Auditor's File Number _____, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.18. "Master PUD" shall mean the Highland Greens Planned Unit Development recorded under Skagit County Auditor's File Number 200612190063, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.19. "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

1.1.20. "Native Growth Protection Area" or "NPGA" shall have the meaning assigned in Section 2.2 of this Declaration.

1.1.21. "Participating Builder" shall mean a Person who acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners.

1.1.22. "Permitted Future Development" shall have the meaning assigned in Section 2.9.1.

1.1.23. "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.24. "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and Structures now or hereafter placed on the land.

1.1.25. "Regulations" shall be the meaning assigned in Section 3.7.

1.1.26. "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailbox, play equipment, climbing apparatus, swimming pool, hot tub, rockery, dog run or the like.



1.1.27. "Transition Date" shall have the meaning assigned in Article 8.

1.1.28. "VGLC Member(s)" shall have the meaning assigned in Section 4.2.

1.1.29. "Village Greens" shall have the meaning assigned in Section 4.2.

1.1.30. "Village Greens Expenses" shall have the meaning assigned in Section 4.2.

1.1.31. "Village Greens Group" shall have the meaning assigned in Section 4.2.

1.1.32. "Village Greens Landscaping Committee" or "VGLC" shall have the meaning assigned in Section 4.2.

1.1.33. "Village Greens Landscaping Plan" shall have the meaning assigned in Section 4.2.

1.1.34. "Village Greens Subgroup" shall have the meaning assigned in Section 4.2.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Exhibits. The following are exhibits to this Declaration:

- Exhibit A - Legal Description of the Property
- Exhibit B 1 & 2- Map of Common Area
- Exhibit C - Map of Common Area Tracts

ARTICLE 2. COMMON AREAS AND EASEMENTS

Section 2.1 Common Areas. Ownership of the following Common Areas shall remain with Declarant until such time as all landscaping, amenities and/or proposed improvements within these Common Areas are completed. Declarant shall complete such improvements and convey the Common Areas to the Association. The Common Areas shall be operated, used and maintained in accordance with the Master PUD, the Division I Phase A PUD, Article III of the Master CCRs, and this Declaration.

2.1.1 Tract 900, as depicted on the face of the Division I Phase A PUD, is designated as open space. The wetland and associated buffer within Tract 900, as depicted on the face of the Division I Phase A PUD, shall be maintained as a Native Growth Protection Area



(NGPA), which is subject to the conditions and restrictions in Section 2.2 below. Tract 900 is also subject to a 15-foot-wide public pedestrian easement as described in Section 2.3 below. Tract 900 also contains private storm drain systems for the benefit of all the property in the Master PUD, and is subject to a private storm drainage easement as described in Section 2.4 below.

2.1.2 Tract 901 and Tract 903, as depicted on the face of the Division I Phase A PUD, are designated as the "Village Greens" community tracts for the benefit of all the property in the Master PUD, and shall be improved, operated and maintained in accordance with Article 4 below and Section 3.6 of the Master CCRs.

2.1.3 Tract 905, as depicted on the face of the Division I Phase A PUD, shall be improved, operated and maintained an open space and entry monument tract.

- 2.1.4 Storm Water Pond, Ownership and maintenance of the detention pond on Tract 901 will remain with the developer, owners of record and respective successors until such time as all divisions are substantially complete. The maintenance of the storm water detention pond facility, pond access road and associated conveyance shall be performed in compliance with the Storm Water System Maintenance Plan attached hereto, for a period of no less than two years from the date of final plat recording for Highland Greens PUD Division 1 Phase A. The City of Mount Vernon will accept ownership and maintenance responsibilities with associated costs for the function of the storm water pond and all appurtenances thereto including catch basins, manholes, conveyance pipe and structures, once final inspection has been successfully performed by City Staff and written notice is provided to the individual(s) responsible for maintenance. At that time, ownership transfer to the City shall be agreed upon, reviewed and approved accordingly and shall be recorded via deed with the Skagit County Auditor's Office.

Section 2.2 Native Growth Protection Areas. Dedication of the Native Growth Protection Area (NGPA) conveys to the public a beneficial interest in the wetland and associated buffer located on Tract 900, as shown on the face of the Division I Phase A PUD. This interest includes the preservation of existing vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering and protection of the plant and animal habitat. The NGPA imposes upon all present and future owners and occupiers of the NGPA the obligation, enforceable on behalf of the public or the City of Mount Vernon, to leave undisturbed all trees and other vegetation within the NGPA. The vegetation within the NGPA may not be cut, pruned, covered by fill, removed or damaged without the express permission of the City of Mount Vernon. The owner of the NGPA shall be responsible for hiring a qualified professional to evaluate and recommend any potential work to be performed within this NGPA. Work may include the removal of dead or dying



UNREGISTERED
vegetation or the enhancement of the wetland within this NGPA. All requests to do work within the NGPA must be submitted in writing to the City of Mount Vernon.

Section 2.3 Public Pedestrian Easement. Declarant hereby creates and reserves a 15-foot wide public pedestrian trail easement, over a portion of Lot 11 and Tract 900, as shown on the face of the Division I Phase A PUD. The trail within this easement may serve as a connection to a future public trail system. The trail within this easement shall be controlled, operated, maintained, repaired, replaced, and reconstructed by the Association. The Association shall have the right to enter onto the easement area and adjacent property as necessary for such purposes. In no case shall the Association install gates, fences or other barriers or improvements that impede access by the general public. The Association shall maintain the landscaping within the public street right of ways including all planter strips between the curb and sidewalks that are within the public street right of ways and the planters contained within the Greens Way right of way.

Section 2.4 Private Storm Drainage Easements. Declarant hereby creates and reserves private storm drainage easements across certain Lots, as more particularly identified below, for the benefit of all the property within the Master PUD. The Association shall be responsible for the operation, maintenance, repair and reconstruction of the storm drainage easements and the storm drainage facilities located therein. The Association shall have the right to enter onto the easement areas and adjacent property as necessary for such purposes. No Lot Owner shall construct any Structures other than fences within these private storm drainage easements. The City is hereby granted the right to enter said easements for emergency purposes at its own discretion.

Lots 11 through 20. Easement over, under and across the west 10 feet of Lots 11 through 20, inclusive, as shown on the face of the Division IA PUD.

Lot 5. Easement over, under and across the west 5 feet of Lot 5, as shown on the face of the Division IA PUD.

Lot 6. Easement over, under and across the east 5 feet of Lot 6, as shown on the face of the Division IA PUD.

Tract 900. Easement over, under and across Tract 900, as shown on the face of the Division IA PUD.

Section 2.5 Easements for Utilities and Sidewalk. Declarant hereby creates and reserves an easement for the City of Mount Vernon, the District, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corporation, and AT&T Broad Band, and their respective successors and assigns, under and upon the exterior seven (7) feet of the Lots and Common Areas abutting all public roads and rights of way, as shown on the face of the Division I Phase A PUD, to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the Property, together with the right to enter upon the Lots and Common Areas at all times for the purposes stated, with the



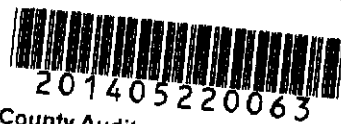
understanding that any grantee shall be responsible for all damage it caused to any real property owner in the subdivision by the exercise of rights and privileges herein granted. Said easement is also for the installation and maintenance of a sidewalk.

Section 2.6 Public Utility District Easement. Declarant hereby creates and reserves easements for the District, its successors or assigns, granting the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water and communication line, lines or related facilities (the "District's Lines"), including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water and communication lines or other similar public services over, across, along, in and under the Property, together with the right of ingress to and egress from the Property across adjacent lands of the Declarant; also, the right to cut and/or trim all brush, or other growth standing or growing upon the lands of the Declarant, which, in the opinion of the District, constitutes a menace or danger to the District's Lines or to persons or property by reason of proximity to the District's Lines. Title to all brush, other vegetation or debris trimmed, cut, and removed from the Property pursuant to this easement shall be vested in the District. Notwithstanding the foregoing, the District's easement rights shall be subject to the NGPA restrictions set forth in Section 2.2.

No structures of any kind shall be constructed or permitted to be constructed on those portions of the Property occupied by the District's Lines without written approval of the general manager of the District. The Owners of the Property shall conduct their activities and all other activities on the Property so as not to interfere with, obstruct or endanger the usefulness of the District's Lines, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement

Section 2.7 Puget Sound Energy Easement. The Property is subject to an easement for underground utility systems benefitting Puget Sound Energy, Inc., as set forth in that certain Easement recorded under Skagit County Auditor's File No. 200705030057. The portion of the Property subject to this easement includes, without limitation, the areas identified as "PV Ease." on the face of the Division IA PUD.

Section 2.8 Conditions for Grant of Easements. The easements granted in Sections 2.3 through 2.6 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted. All work performed within an easement shall be conducted in a workmanlike manner, free and clear of liens.



Section 2.9 Miscellaneous Provisions.

2.9.1 Tract 1B. Tract 1B, as shown on the face of the Division 1A PUD, is reserved for future development by Declarant, its successor or assigns, in accordance with the Master PUD and the Master CCRs ("Permitted Future Development"), and is not included in the Property subject to this Declaration. In connection with final plat approval for Tract 1B, Declarant shall subject Tract 1B to a Declaration of Covenants, Conditions, Restrictions, Easements and Reservations, either by (i) amending this Declaration to include Tract 1B; or (ii) recording a separate declaration. All Owners hereby waive any protest whatsoever with respect to the Permitted Future Development of Tract 1B. No Owner shall oppose or appeal any application for permits or any other governmental approvals, including but not limited to SEPA, for the Permitted Future Development of Tract 1B. No Owner shall take any other action which might have the effect of stopping or delaying the Permitted Future Development of Tract 1B or increase the cost of such development. No Owner shall in any way assist, aid or cooperate with other persons or entities who oppose or who contemplate opposing the Permitted Future Development of Tract 1B. The provisions of this Section 2.9.1 shall be enforceable by Declarant, its successor and assigns, notwithstanding that Declarant (or its successors and assigns) may not own any Lots within the Property at the time development of Tract 1B is commenced.

2.9.2 Public Roads. Declarant hereby dedicates to the use of the public forever, the streets, alleys and avenues, if any, shown on the face of the Division IA PUD, and the use thereof for all public purposes consistent with the use thereof for public highway purposes, together with the right to make all necessary slopes for cuts and fills upon the adjacent Lots and Common Areas, as shown on the face of the Division IA PUD, in the original reasonable grading of all such streets, alleys and avenues.

ARTICLE 3. UNIFORMITY OF APPEARANCE AND USE

Section 3.1 ACC Review of Plans and Design Code. Article 4 of the Master CCRs establishes an Architectural Control Committee (ACC) to review and approve plans, specifications and site plans for the Construction of Structures on the Lots. In addition, Section 4.2 of the Master CCRs provides that the Board shall develop a Design Code for the Lots that includes standards for any elements of a Structure visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, drainage, paving and landscaping and all finish materials. The Design Code shall be consistent with the design and construction restrictions for the Property set forth below, and shall be administered and enforced by the ACC.

Section 3.2 Design and Construction.

3.2.1 PUD Design Standards. All Structures shall comply with the Design Standard Notes for Division V set forth on Sheet 2.6 of the civil plans included in the Highland Greens Final PUD Application (File No. LU-04-093), which was submitted in September 2006 and approved by the City on November 29, 2006, a copy of which is on file with the City and sheet 5 of



5 of the Highland Greens Division 1 Phase A final Plat Map as recorded in Skagit County's Auditors file # 201405220063. The Association Architectural Control Committee shall make available to all Association Members upon request the Design Standards as approved by the City on November 29, 2006.

3.2.2 Additional Design Standards. In addition to the design standards set forth in Section 3.2.1 above, the following design/construction requirements shall apply, unless otherwise approved by the Board.

(a) Roofing. The roof shall be a composition roof with at least a 30-year life or other materials approved by the Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.

(b) Siding. All siding materials shall be of masonry (including stucco, dryvit, cultured stone, brick, stone, concrete composite or similar material), and/or wood or wood type siding material or other materials approved by the Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.

All paints or natural finishes shall be those colors commonly known as earth tones or other colors approved by the Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.

(c) Entry Walks, Porches and Decks. All front or rear entry walks shall be exposed aggregate concrete, stamped concrete or concrete or stone pavers and all decks and wood porches shall be constructed of cedar, pressure-treated materials, or other materials approved by the Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.

(d) Driveways. All driveways shall be constructed of exposed aggregate concrete paving, stone or concrete pavers or stamped concrete or other materials approved by Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.

(e) Fences. All fences shall conform to the standards set forth in the Design Code and approved by Architectural Review Committee and the City of Mount Vernon Community and Economic Development Department at the time of final home plan review.



3.2.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction. All alley accessed lots and fronting on tracts 901 and 903 (the Village Greens Tracts) shall be fully landscaped prior to the issuance of a Certificate Of Occupancy unless a delay in the completion of the landscaping is approved by the ARC and the City of Mount Vernon Community and Economic Development Department. Delays will only be granted as a result of delays related to weather conditions that make the completion of the landscaping impractical in the opinion of the ARC and the City of Mount Vernon Community and Economic Development Department.

3.2.4 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to any utility facilities.

3.2.5 Water Supply/Sewage Disposal. No water supply system, well or sewage system shall be permitted on any Lot.

Section 3.3. Maintenance and Appearance of Lots.

3.3.1 Maintenance of Structures and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. Each Owner shall at all times keep the front yard landscaping well maintained, including weed removal, mowing, fertilizing and watering (subject to governmental restrictions on watering.) If an Owner fails to so maintain the front yard, and fails to cure the defect within thirty (30) days after notice from the Board, then the Board may, by resolution adopted by seventy-five percent (75%) of the total Board membership, engage a commercial landscape company to do necessary maintenance and may separately assess such maintenance as a charge against the Lot.

3.3.2 Signs. No commercial sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. Temporary signs for political candidates, issues or events, flags and holiday decorations shall be permitted in accordance with the rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.



3.3.3 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.3.4 Radio and Television Aerials and Satellite Dishes. No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. All satellite dish installations must receive prior written approval from the Board.

3.3.5 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures, streets or alleys. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto any public or private property within the Master PUD. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.3.6 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.3.7 Wood Piles. No wood piles shall be located within the front yard setback or otherwise in a location visible from the street.

3.3.8 Climbing Apparatus or Play Equipment. No climbing apparatus or play equipment shall be constructed or caused to be constructed on any Lot unless the location of such Structure has been approved in writing by the ACC. Such ACC approval shall not constitute any representation or warranty with respect to the safety or design of such climbing apparatus or play equipment.

Section 3.4 Use Restrictions.

3.4.1 Residential Use. The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing Division I of the Master PUD shall be considered a residential use until houses have been built and sold on all Lots.

3.4.2 Structures Other than Single Family Residences. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence.

3.4.3 Animals. No horses, livestock, poultry, reptiles, pigs or other animals shall be kept on any Lot, except for common household pets, such as dogs and cats. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All Owners



shall comply with all applicable governmental laws, codes, ordinances, and relations pertaining to animals.

3.4.4 Offensive Activity. Unless otherwise approved by the Board, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than four children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.4.5 Parking. No parking of any motor vehicles is permitted within the right-of-ways of the alleys, as shown on the face of the Division I Phase A PUD, at any time. No commercial-type trucks, campers, trailers, motor homes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No commercial vehicles shall be parked overnight on any street adjoining any Lot, provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

Section 3.5 Access Restrictions.

3.5.1. Lots 79 through 90. The direct vehicular and driveway access to Lots 79 through 90, inclusive, shall be off of Braeburn Alley, as shown on the face of the Division I Phase A Final Plat Map. There shall be no direct vehicular and driveway access to these Lots off of Loch Ness Loop or Greens Way.

3.5.2. Lots 91 through 102. The direct vehicular and driveway access to Lots 91 through 102, inclusive, shall be off of Scotland Alley, as shown on the face of the Division I Phase A Final Plat Map. There shall be no direct vehicular and driveway access to these Lots off of Loch Ness Loop or Greens Way.

3.5.3. Lots 103 through 114. The direct vehicular and driveway access to Lots 103 through 114, inclusive, shall be off of Stone Haven Alley, as shown on the face of the Division I Phase A Final Plat Map. There shall be no direct vehicular and driveway access to these Lots off of North 30th Street, Loch Ness Loop or Greens Way.

Section 3.6 Impact Fees. All Lots shall be subject to impact fees for schools, fire, parks and road, payable upon issuance of the initial building permit for construction of a Structure on the Lot.



Section 3.7 Governmental Regulations; Conflicts. All Structures shall be constructed and used in accordance with the laws, codes, ordinances and regulations of any governmental entity having jurisdiction over the Property ("Regulations"); provided, however, that in the event of a conflict or inconsistency between or among this Declaration, the Regulations, and/or the Design Code, the most restrictive shall apply.

ARTICLE 4. VILLAGE GREENS LANDSCAPING COMMITTEE

Section 4.1 Purpose. Section 3.6 of the Master CCRs provides that the maintenance, repair, replacement and improvement of the Village Greens (defined below) shall be performed, coordinated, and/or managed by the Association, provided that the Village Greens Group (defined below) shall have the right to determine the level, frequency, scope and type of such maintenance, repair, replacement and improvement of the Village Greens, and provided further that the Village Greens Group shall be solely responsible and assessed for the Village Greens Expenses (defined below), in accordance with the Master CCRs, this Declaration, and the Bylaws and rules and regulations of the Association. Declarant hereby establishes the Village Greens Landscaping Committee to represent the Village Greens Group with respect to the landscaping and maintenance of the Village Greens, as further described below. The originally installed landscaping and amenities that are within all common area tracts shall not be modified or altered in any substantial way without prior written approval by the City of Mount Vernon Community and Economic Development Department. The addition of annual plants that are an addition to the existing perennial plants will not be considered a substantial alteration. Any proposed alteration must be submitted in a manner whereby the City of Mount Vernon Community and Economic Development Department can assess the compatibility of any change to the originally installed landscaping and amenities.

Section 4.2 Definitions.

4.2.1. "Village Greens" shall mean Tract 901 and Tract 903, as depicted on the face of the Division IA PUD. Pursuant to Section 2.6 above, the Village Greens are Common Areas designated as community tracts for the benefit of all the property in the Master PUD.

4.2.2. "Village Greens Group" shall refer to the Owners of Lots 85 through 108, inclusive, as shown on the face of the Division IA PUD, which Lots abut the Village Greens.

4.2.3. "Village Greens Subgroup" shall refer to the Owners of the Lots abutting each of the Village Greens. Specifically, the Owners of Lots 85 through 96, inclusive, abutting Tract 901, constitute one Village Greens Subgroup; and the Owners of Lots 97 through 108, inclusive, abutting Tract 903, constitute a separate Village Greens Subgroup.

4.2.4. "Village Greens Landscaping Committee" or "VGLC" shall mean the committee established in accordance with this Article 4 to represent the Village Greens Group with respect to the landscaping and maintenance of the Village Greens.



4.2.5. "Village Greens Landscaping Plan" shall mean the common landscaping plan for all of the Village Greens in the Property including the level, frequency, scope and type of maintenance, repair, replacement and improvement of the Village Greens.

4.2.6. "VGLC Member(s)" shall mean the member(s) of the Village Greens Landscaping Committee.

4.2.7. "Village Greens Expenses" shall mean those costs incurred by the Association for maintenance, repair, replacement and improvement of the Village Greens.

Section 4.3 Appointment of VGLC. Declarant shall appoint the initial Village Greens Landscaping Committee (VGLC), which shall serve until the commencement of the Association's first fiscal year following the Transition Date. Upon the commencement of the first fiscal year following the Transition Date, the VGLC shall consist of a number of VGLC Members corresponding to the number of Village Greens within the Property (i.e., if there are two Village Greens, the VGLC shall consist of two VGLC Members). Each Village Greens Subgroup shall appoint one VGLC Member in accordance with the following procedure.

4.3.1 Declarant shall provide no less than ninety (90) days prior written notice to all the Owners in the Village Greens Group identifying Transition Date. Each Village Greens Subgroup shall then appoint one VGLC Member. Such appointment shall be documented by a written notice signed by fifty-one percent (51%) of the Owners in the Village Greens Subgroup delivered to the Board no less than thirty (30) days prior to the Transition Date. Such notice shall identify the VGLC Member and provide such VGLC Member's contact information. If any Village Greens Subgroup fails to notify the Board of its appointment of a VGLC Member as required hereunder, the Board shall appoint a VGLC Member for such Village Greens Subgroup.

4.3.2 Each VGLC Member shall serve for an initial one year term corresponding with the Association's fiscal year, and such term shall automatically renew for subsequent one-year terms until such time as (i) the VGLC Member dies, resigns or is no longer an Owner of a Lot within the appointing Village Greens Subgroup; or (ii) the VGLC Member's Village Greens Subgroup appoints a new VGLC Member, and documents such appointment in accordance with Section 4.3.1 above. Upon the occurrence of any of the events listed in subsection (i) of the previous sentence, the applicable Village Greens Subgroup shall appoint a replacement VGLC Member in accordance with the procedure set forth in Section 4.3.1 above prior to the commencement of the following fiscal year. If the Village Greens Subgroup fails to timely appoint a replacement VGLC Member, the Board shall appoint a VGLC Member for such Village Greens Subgroup.

4.3.3 The VGLC Members shall not be entitled to any compensation for the services performed pursuant to this Declaration.



Section 4.4 Responsibilities of the VGLC.

4.4.1 The VGLC shall work with the members of the Village Greens Group and the Board to develop and approve the Village Greens Landscaping Plan, which shall establish a common landscaping plan for all of the Village Greens in the Property including the level, frequency, scope and type of maintenance, repair, replacement and improvement of the Village Greens. The VGLC shall also work with the members of the Village Greens Group and the Board to address any proposed modifications of the Village Greens Landscaping Plan. In the absence of a Village Greens Landscaping Plan approved by the VGLC, the Board shall determine the level, frequency, scope and type of maintenance, repair, replacement and improvement of the Village Greens.

4.4.2 The members of the Village Greens Group shall communicate any concerns regarding the Village Greens Landscaping Plan and the on-going maintenance, repair, replacement and improvement of the Village Greens to the VGLC. The VGLC shall work with the Association to reasonably address such concerns.

4.4.3 The VGLC shall be responsible for providing such information as is reasonably necessary for: (i) the Association to perform, coordinate and manage the maintenance, repair, replacement and improvement of the Village Greens; and (ii) the Board to establish the amount of the Village Greens Expenses to include in the Association's annual budget for each fiscal year.

4.4.4 All initial improvements to the Village Greens will be maintained at the level of the initial landscaping installed and approved by the City of Mount Vernon. Any changes of any significance in the Village Green landscaping must be approved by the City of Mount Vernon prior to said change. Any landscaping enhancements shall be approved by the City of Mount Vernon or shall be in accordance with City of Mount Vernon landscaping guidelines.

Section 4.5 Limitation of Liability; Indemnification. The VGLC Members shall be subject to the limitation of liability and indemnification provisions in Articles 11 and 12 of the Master CCRs.

ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board.



Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director, the registered agent of the Association, or mailed to the following address:

Board of Directors c/o Dan Mitzel
Highland Greens Homeowners Association
1111 Cleveland Avenue, Suite 203
P.O. Box 188
Mount Vernon, WA 98273

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Skagit County, Washington and mailed to all Lot Owners, which (i) refers to this Declaration and this Article 5 and (ii) sets forth the Board's new address.

ARTICLE 6. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

Section 6.1 Damage by Owners. Any damage to streets, Common Areas, entry structures, fences, landscaping, mailboxes, lights, lighting standards, or any other improvements controlled and/or maintained by the Association resulting from the actions of any Lot Owner, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage, at such Owner's sole cost and expense.

Section 6.2 Other Damage. In the event of any casualty, loss or other damage to the Common Areas or any other portion of the Property controlled and/or maintained by the Association for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas, provided however that the cost and expenses of repair and/or restoration of the Village Greens shall be assessed only against the Lots of the Owners comprising the Village Greens Group. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.



ARTICLE 7. ENFORCEMENT.

The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Lot Owner or occupant to comply with the provisions of this Declaration, or the rules and regulations of the Association (including without limitation the Design Code) will give rise to individual causes of action in the Association (acting through the Board) and in any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the court.

ARTICLE 8. TRANSITION DATE.

The "Transition Date" shall be the date control of Property passes from the Declarant to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association with respect to the Property. At Declarant's option, the Transition Date will be the earlier of: (i) the date designated by Declarant in a written notice to the Lot Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred to retail purchasers title to all Lots. For purposes of the foregoing clause (ii) transfer of title to a Lot to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant.

ARTICLE 9. AMENDMENTS OF DECLARATION.

Section 9.1. Generally. After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board shall determine whether the proposed amendment shall be (i) rejected by the Board; (ii) submitted to the members of the Association for their consideration; or (iii) submitted to the Owners of the Lots within the Property for their consideration. Notwithstanding the foregoing, if an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, the Board shall submit it to either the members of the Association or the Owners of the Lots within the Property for their consideration.

9.1.1 A proposed amendment to this Declaration that is to be submitted to the Association for consideration ("Association Level Amendment(s)") shall be submitted to the Association at the next regular or special meeting of the Association for which timely notice shall be given. Notice of a meeting at which an Association Level Amendment is to be considered shall include the text of the proposed amendment. Association Level Amendments may be adopted at a



meeting of the Association or by written consent of Persons holding the requisite percentage of the voting power of the Association, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all members of the Association shall be required for adoption of an Association Level Amendment (i) changing the voting power appurtenant to each Lot, or (ii) changing the portion of assessments appurtenant to each Lot. Association Level Amendments changing the voting power required to approve an amendment to this Declaration must be approved by members of the Association holding the voting power then required to approve the underlying amendment (for example, unanimous consent would be required to adopt an Association Level Amendment reducing the voting power required to approve an amendment changing the portion of assessments appurtenant to each Lot). All other Association Level Amendments shall be adopted if approved by members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association.

9.1.2 A proposed amendment to this Declaration that is to be submitted to the Owners of the Lots within the Property for consideration ("Division Level Amendment(s)") shall be submitted to such Owners at the next regular or special meeting of the Association for which timely notice shall be given. Notice of a meeting at which a Division Level Amendment is to be considered shall include the text of the proposed amendment and state that it is subject to the vote of the Owners of the Lots within the Property, not the entire Association. Division Level Amendments may be adopted a meeting of the Association, or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. Unanimous consent of all Owners shall be required for adoption of Division Level Amendment (i) changing the voting power appurtenant to each Lot, or (ii) changing the portion of assessments appurtenant to each Lot. Division Level Amendments changing the voting power required to approve an amendment to this Declaration must be approved by Owners holding the voting power then required to approve the underlying amendment (for example, unanimous consent would be required to adopt an Division Level Amendment reducing the voting power required to approve an amendment changing the portion of assessments appurtenant to each Lot). All other Division Level Amendments shall be adopted if approved by at least sixty-seven percent (67%) of the voting power of the Lot Owners.

9.1.3 Once an amendment is adopted in accordance with this Article 9, the amendment will become effective when the amendment, executed by a member of the Board, is recorded in the real property Records of Skagit County, Washington. ARTICLE 10.



ARTICLE 10. ANNEXATION AND SUBDIVISION.

Residential property, including Common Areas, may be annexed or added to the Property by Declarant at any time prior to the Transition Date in accordance with Article 12 below. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of sixty-seven percent (67%) of the voting power of the Association, pursuant to an Association Level Amendment adopted in accordance with Section 9.1.1 above. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 11. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by ninety percent (90%) the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 12. RESERVATION OF DECLARANT'S RIGHT TO AMEND.

Section 12.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Master PUD. Declarant further reserves the right to expand the Property subject to this Declaration to include additional real property. Declarant further reserves the right to amend the qualifications for and responsibilities of the members of the VGLC, or create a homeowners association for the Property.

Section 12.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Owners within the Property, is hereby authorized to execute and to have recorded said required amendment or amendments. All Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.



Section 12.3 Duration. Declarant's rights under this Article 12 shall exist until the Transition Date.

ARTICLE 13. INCORPORATION OF MASTER CCRS; CONFLICT.

The terms and conditions of the Master CCRs are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Declaration and the terms and conditions of the Master CCRs, the more restrictive instrument shall control.

ARTICLE 14. SEVERABILITY.

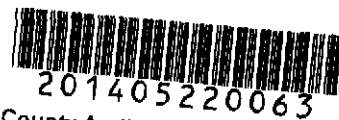
The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 15. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE 16. ASSIGNMENT BY DECLARANT.

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration. Notwithstanding the foregoing, any successor to Declarant shall not, by virtue of such assignment, assume any liability for any physical improvements or work constructed or performed by the original or any intervening Declarant or for any improvements or work for which the original or intervening Declarant is obligated to construct or perform.



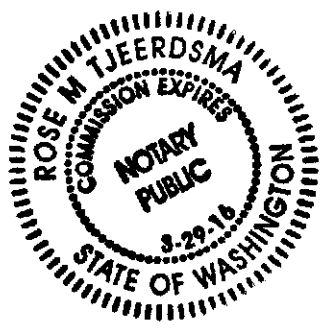
HANSELL/MITZEL, LLC, a Washington limited liability company, d/b/a Hansell Mitzel Homes

By: [Signature]
Name: Dan R. Mitzel
Its: Managing member

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Dan R. Mitzel, to me known to be the Managing member of HANSELL/MITZEL, LLC, d/b/a Hansell Mitzel Homes, the limited liability company, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 22 day of May, 2014.



[Signature]
(Signature)

Rose m Tjeerdsma
(Print Name)
Notary Public in and for the State of
Washington, residing at Burlington
My commission expires 3-29-16



EXHIBIT A

Legal Description of the Property

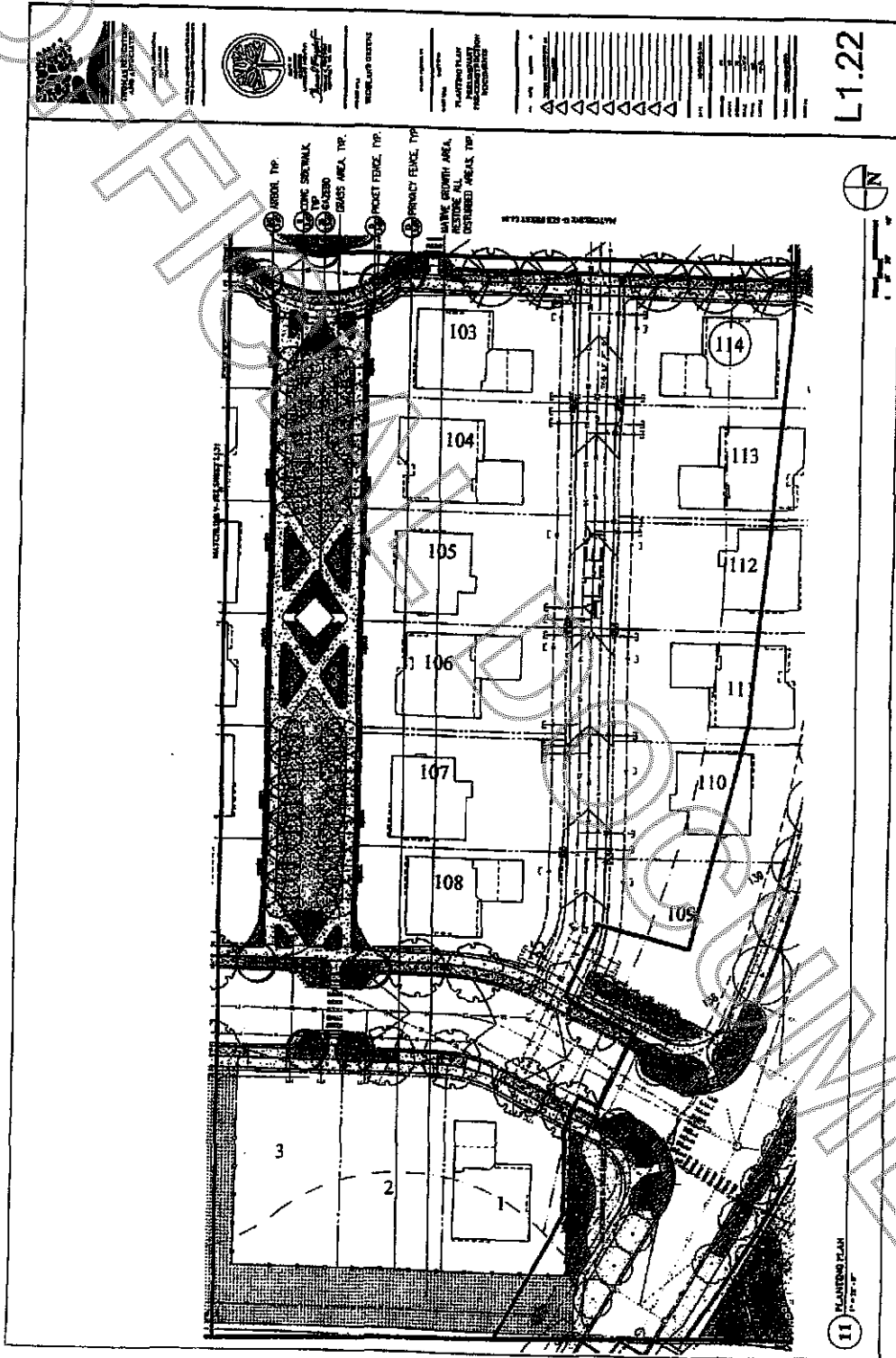
LOTS 1-19, LOTS 79-114, TRACTS 900-901, TRACT 903 AND TRACT 905 OF THE PLAT OF
HIGHLAND GREENS DIVISION 1 PHASE A LU 04-093 AS RECORDED UNDER SKAGIT
COUNTY AUDITORS FILE # 20140522-0062.



201405220063

EXHIBIT B-1

MAP OF COMMON AREA



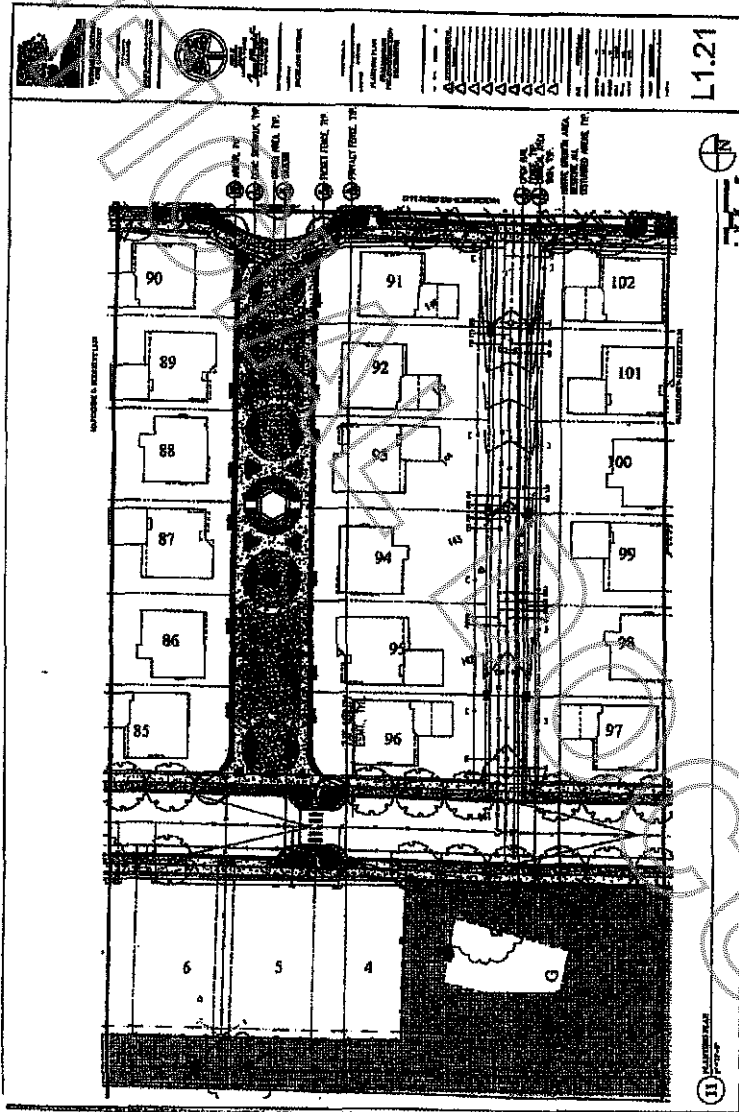
UNOFFICIAL DOCUMENT



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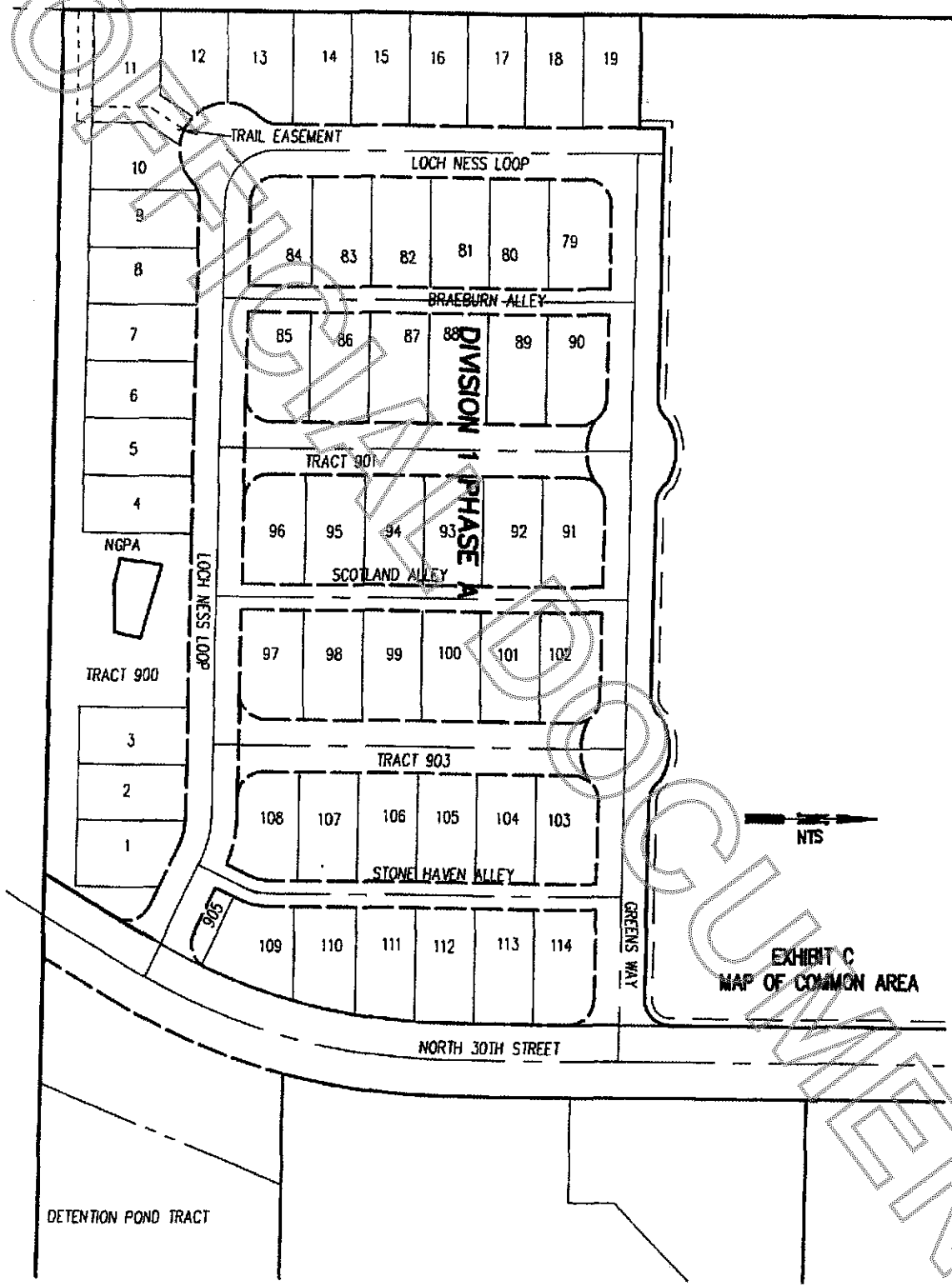
EXHIBIT B-2

MAP OF COMMON AREA



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4.6 Maintenance Standards for Drainage Facilities

The facility-specific maintenance standards contained in this section are intended to be conditions for determining if maintenance actions are required as identified through inspection. They are not intended to be measures of the facility's required condition at all times between inspections. In other words, exceedance of these conditions at any time between inspections and/or maintenance does not automatically constitute a violation of these standards. However, based upon inspection observations, the inspection and maintenance schedules shall be adjusted to minimize the length of time that a facility is in a condition that requires a maintenance action.

Table 4.6 - Maintenance Standards

No. 1 - Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash & Debris	Any trash and debris which exceed 5 cubic feet per 1,000 square feet (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. If less than threshold all trash and debris will be removed as part of next scheduled maintenance.	Trash and debris cleared from site.
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public. Any evidence of noxious weeds as defined by State or local regulations. (Apply requirements of adopted IPM policies for the use of herbicides).	No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department) Complete eradication of noxious weeds may not be possible. Compliance with State or local eradication policies required.
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants (Coordinate removal/cleanup with local water quality response agency).	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department; coordinate with Ecology Dam Safety Office if pond exceeds 10 acre-feet.)



No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
	Beaver Dams	Dam results in change or function of the facility.	Facility is returned to design function. (Coordinate trapping of beavers and removal of dams with appropriate permitting agencies)
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site. Apply insecticides in compliance with adopted IPM policies
	Tree Growth and Hazard Trees	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 or maintenance, do not remove. If dead, diseased, or dying trees are identified. (Use a certified Arborist to determine health of tree or removal requirements)	Trees do not hinder maintenance activities. Harvested trees should be recycled into mulch or other beneficial uses (e.g., alders for firewood). Remove hazard Trees
Side Slopes of Pond	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted berm embankment.	Slopes should be stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction. If erosion is occurring on compacted berms a licensed civil engineer should be consulted to resolve source of erosion.
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth unless otherwise specified or affects inletting or outletting condition of the facility.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Liner (If Applicable)	Liner is visible and has more than three 1/4-inch holes in it.	Liner repaired or replaced. Liner is fully covered.



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No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Pond Berms (Dikes)	Settlements	Any part of berm which has settled 4 inches lower than the design elevation. If settlement is apparent, measure berm to determine amount of settlement. Settling can be an indication of more severe problems with the berm or outlet works. A licensed civil engineer should be consulted to determine the source of the settlement.	Dike is built back to the design elevation.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue. (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.)	Piping eliminated. Erosion potential resolved.
Emergency Overflow Spillway and Berms over 4 feet in height.	Tree Growth	Tree growth on emergency spillways creates blockage problems and may cause failure of the berm due to uncontrolled overtopping. 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 for proper berm/spillway restoration.
	Piping	Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue. (Recommend a Geotechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.)	Piping eliminated. Erosion potential resolved.
Emergency Overflow Spillway	Emergency Overflow Spillway	Only one layer of rock exists above native soil in area five square feet 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.)	Rocks and pad depth are restored to design standards.
	Erosion	See "Side Slopes of Pond"	



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No. 4 – Control Structure/Flow Restrictor

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall	Structure securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
		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" (No. 3).	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).
Catch Basin	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



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No. 5 - Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
General	Trash & Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.	No Trash or debris located immediately in front of catch basin or on grate opening.
		Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
		Trash or debris in any inlet or outlet pipe blocking more than 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 (e.g., methane).	No dead animals or vegetation present within the catch basin.
	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin
	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (Intent is to make sure no material is running into basin).	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. Frame not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
Fractures or Cracks in Basin Walls/ Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.	
	Grout fillet has separated or cracked wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Pipe is regrouted and secure at basin wall.	
Settlement/ Misalignment	If failure of basin has created a safety, function, or design problem.	Basin replaced or repaired to design standards.	
Vegetation	Vegetation growing across and 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 six inches tall and less than six inches apart.	No vegetation or root growth present.	



No. 5 - Catch Basins

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Contamination and Pollution	See "Detention Ponds" (No. 1).	No pollution present.
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 one maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (If Applicable)	Grate opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing.	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

No. 6 - Debris Barriers (e.g., Trash Racks)

Maintenance Components	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier cleared to design flow capacity.
Metal	Damaged/Missing Bars.	Bars are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Barrier replaced or repaired to design standards.
Inlet/Outlet Pipe		Debris barrier missing or not attached to pipe	Barrier firmly attached to pipe



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No. 8 – Typical Biofiltration Swale

Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Recommended Maintenance to Correct Problem
General	Sediment Accumulation on Grass	Sediment depth exceeds 2 inches.	Remove sediment deposits on grass treatment area of the bio-swale. When finished, swale should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.
	Standing Water	When water stands in the swale between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, improve grade from head to foot of swale, remove clogged check dams, add underdrains or convert to a wet biofiltration swale.
	Flow spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire swale width.	Level the spreader and clean so that flows are spread evenly over entire swale width.
	Constant Baseflow	When small quantities of water continually flow through the swale, even when it has been dry for weeks, and an eroded, muddy channel has formed in the swale bottom.	Add a low-flow pea-gravel drain the length of the swale or by-pass the baseflow around the swale.
	Poor Vegetation Coverage	When grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Determine why grass growth is poor and correct that condition. Re-plant with plugs of grass from the upper slope; plant in the swale bottom at 8-inch intervals. Or re-seed into loosened, fertile soil.
	Vegetation	When the grass becomes excessively tall (greater than 10-inches); when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow not impeded. Grass should be mowed to a height of 3 to 4 inches. Remove grass clippings.
	Excessive Shading	Grass growth is poor because sunlight does not reach swale.	If possible, trim back over-hanging limbs and remove brushy vegetation on adjacent slopes.
	Inlet/Outlet	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Trash and Debris Accumulation	Trash and debris accumulated in the bio-swale.	Remove trash and debris from bioswale.
Erosion/Scouring	Eroded or scoured swale bottom due to flow channelization, or higher flows.	For ruts or bare areas less than 12 inches wide, repair the damaged area by filling with crushed gravel. If bare areas are large, generally greater than 12 inches wide, the swale should be re-graded and re-seeded. For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the swale bottom at 8-inch intervals.	



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No. 1) – Wetponds

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Water level	First cell is empty, doesn't hold water.	Line the first cell to maintain at least 4 feet of water. Although the second cell may drain, the first cell must remain full to control turbulence of the incoming flow and reduce sediment resuspension.
	Trash and Debris	Accumulation that exceeds 1 CF per 1000-SF of pond area.	Trash and debris removed from pond.
	Inlet/Outlet Pipe	Inlet/Outlet pipe clogged with sediment and/or debris material.	No clogging or blockage in the inlet and outlet piping.
	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the depth of sediment zone plus 6-inches, usually in the first cell.	Sediment removed from pond bottom.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Oil removed from water using oil-absorbent pads or vacuor truck. Source of oil located and corrected. If chronic low levels of oil persist, plant wetland plants such as <i>Juncus effusus</i> (soft rush) which can uptake small concentrations of oil.
	Erosion	Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6-inches, or where continued erosion is prevalent.	Slopes stabilized using proper erosion control measures and repair methods.
	Settlement of Pond Dike/Berm	Any part of these components that has settled 4-inches or lower than the design elevation, or inspector determines dike/berm is unsound.	Dike/berm is repaired to specifications.
	Internal Berm	Berm dividing cells should be level.	Berm surface is leveled so that water flows evenly over entire length of berm.
	Overflow Spillway	Rock is missing and soil is exposed at top of spillway or outside slope.	Rocks replaced to specifications.



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INSPECTION REPORT

Inspector's Name: _____

Inspection Date: _____

ITEM INSPECTED	CHECKED YES/NO	MAINTENANCE REQ'D/NOT REQ'D	OBSERVATIONS AND REMARKS
POND FACILITIES			
1. Adequate vegetation and ground cover. Re-seed where necessary.			
2. Excessive vegetation and ground cover. Whenever it exceeds 15 inches in height, mow to no more than 4 inches in height, and remove grass clippings and remove any trees or shrubs.			
3. Surface erosion. Restore with topsoil if < 2 inches in depth; otherwise cover with quarry spalls and topsoil. Re-seed repairs.			
4. Animal burrows. Eliminate rodents and repair as per surface erosion repair.			
5. Silt/sediment accumulation. Whenever accumulation blocks the weirs, is higher than the bottom of the pipes, or exceeds 3-1/2 inches above design depth of pond floor, cleanout and remove. At a minimum, clean out should occur at least once every 3 years.			
6. Trash, debris and pollutants. Remove			
7. Seeps/leaks along dike embankment. Repair per advice of engineering consultant.			
8. Settlement occurring along dike embankment. If < 4 inches below design elevation, rebuild to original elevation; if > 4 inches, repair per advice of engineering consultant.			
FLOW CONTROL STRUCTURE			
1. Trash, debris and sediment. Remove and clean out sediment in manhole.			
2. Structural condition. Must be watertight, no signs of rust and only originally designed holes in pipe are allowed.			
3. Sluice Gate. Open fully and close to ensure proper operation; repair if necessary.			
4. Damage or cracks. Repair or replace structure.			
CATCH BASINS			
1. Trash and debris blocking catch basin grate. Remove trash and debris.			
2. Sediment, trash and debris in catch basin sump. Remove any trash and debris, and clean out any sediment if accumulated to within 1-1/2 feet of the pipe discharge point.			
3. Damage or cracks to frames or top slab. Repair or replace.			
4. Damage or cracks to basin walls or bottom. Repair or replace.			
CONVEYANCE SYSTEMS			
1. Trash and debris. Remove trash and debris from CB's upon observation.			
3. Silt/sediment accumulation in catch basins.			



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Clean and remove all silt/sediment twice a year.			
4. Silt/sediment accumulation in pipes. Whenever accumulation exceeds 20% of the diameter of the pipe, clean out sediment in the pipe.			
5. Damaged pipes. Any dent that decreases cross section area of pipe > 20%, or any rust causing >50% deterioration to any pipe, must be repaired or replaced.			
ACCESS ROADS/EASEMENTS			
1. Debris, trees and shrubs. Remove where access is impeded.			
2. Excessive vegetation. Mow whenever it exceeds 18 inches in height, leaving 2-3 inches of height.			
3. Gravel Access Roads. Restore gravel where necessary.			
OTHER			
1. Encroachments with pond area or easement area. Describe.			
2. Complaints from local residents. Describe.			

SUMMARY:

1. Inspector's remarks:

2. Overall condition of facility (check one):

- Acceptable
- Unacceptable

Inspector's Signature: _____

Cost Estimate for Annual Pond Maintenance

1. Keep and maintain a copy of the Highland Greens drainage plan drawings and of the Maintenance Plan approved by the City of Mount Vernon, and use them for reference and guidance in fulfilling all maintenance obligations. Annual Cost estimate is \$0.00



2. Provide the City of Mount Vernon Public Works with name, address, and telephone number of the Homeowner's Association, who will be the primary contact for the Committee and the Homeowner's Associate concerning maintenance issues, deficiencies or notices from the City of Mount Vernon. Annual cost estimate is \$0.00
3. Inspect the pond, shear gate and outlet structure, as well as the storm water conveyance system (ditches, overflow channels, grates, catch basins, culverts, asphalt curbing, and access roads) at least twice a year; make repairs whenever necessary. One inspection shall occur during the month of September and the other during the month of April which typically at the beginning and end of the rainy season. Annual cost estimate is \$250.00 for each inspection twice a year for a total annual cost of \$500.00
4. After each major storm event, the Common Areas Maintenance Committee or the HGHOA or their designee shall inspect the pond and its storm water conveyance system to check for debris or accumulation of silt that could impede the flow of storm water into or out of the pond or the conveyance system. Corrective action shall be promptly taken as dictated by the circumstances.
It is estimated that there will be 6 major storm events per year that will require inspections at a cost of \$200.00 per inspection for a total annual estimated cost of \$1,200.00
5. Use the attached checklist (or similar document) to record inspections. This written log is to be kept of operation, inspection, and repair as well as any chemical applications, including the action taken (inspection, repair, application, etc.), date performed and by whom. Maintaining all of the inspection records is estimated to cost \$300.00 per year.

ACCESS ROADS AND EASEMENTS

An access road leads to the pond and the discharge system. These roads and easements needs to be maintained in such a manner, that inspection and repair may be performed and to allow access in the event of an emergency.

The Common Areas Committee shall:

1. Remove debris, trees and shrubs and structures that would impede access to facilities. Estimated annual cost for tree and shrub removal is \$500.00 per year
2. Mow grass when it exceeds 18 inches in height, leaving it no more than 4 inches in height. Estimated annual cost for grass mowing is \$400.00 per year
3. Maintain gravel access roads to bear the weight of equipment that may be used in normal repair and maintenance activities. Estimated annual maintenance cost for access road maintenance is \$250.00 per year
4. Review the attached WSDOE Maintenance Requirements for access road and Easements to see if other works need to be done. This is included in item 5 above.



The total annual maintenance, DOE compliance and record keeping costs total is \$3,150.00 plus estimated taxes of \$270.90 for an annual total of \$3,420.90.

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