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Spokane Co. WA

AFTER RECORDING RETURN TO:

Drew M. Bodker
1401 S. Grand Blvd. #203 N
Spokane, Washington 99203

INDEXING DATA

DOCUMENT TITLE:	Declaration of Annexation and First Amendment of Protective Covenants, Conditions, Restrictions, and Reservation of Easements (With Road Maintenance Provisions) for North Rim Estates
REFERENCE NUMBERS:	4181687
GRANTORS:	George W. Bagby, III Carla B. Bagby Michael L. Clark Helena B. Clark Kenneth M. Jamison Kristin L. Jamison
GRANTEES:	George W. Bagby, III Carla B. Bagby Michael L. Clark Helena B. Clark Kenneth M. Jamison Kristin L. Jamison
ABBREVIATED LEGAL DESCRIPTION:	NE1/4 of NW1/4 S32, T26N, R44EWM and SE1/4 of NW1/4 (full legal attached as Exhibit "A")
ASSESSOR'S TAX PARCEL NOS.	46322.9005; 46322.9013; and 46322.9036

DECLARATION OF ANNEXATION AND FIRST AMENDMENT OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS (WITH ROAD MAINTENANCE PROVISIONS) FOR NORTH RIM ESTATES

KNOW ALL MEN BY THESE PRESENTS, that **George W. Bagby, III** and **Carla B. Bagby**, husband and wife, *(the "Developer)*, **Michael L. Clark** and **Helena B. Clark**, husband and wife *(the "Clarks")* and

R.E. Excise Tax Exempt
Date Dec 7 19 98
Spokane County Treasurer
By: Gilbert

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Kenneth M. Jamison and **Kristin L. Jamison**, husband and wife *(the "Jamisons")* are the owners of certain real property in Spokane County, Washington, which the Developer intends to develop into a residential subdivision known as NORTH RIM ESTATES. The legal description for said real property is set forth on Exhibit "A", attached hereto and incorporated herein by this reference. Parcels 1-8, described on Exhibit "A", were created by Certificate of Exemption. Parcel 8 *(25 acres)* will be further divided by Large Lot Subdivision PE(LL) 1853-98 into 5 lots. Hereafter, the lands divided by Certificate of Exemption shall be referred to as "parcels" and lands created by Large Lot Subdivision PE(LL) 1853-98 shall be referred to as "lots".

It is the intent and purpose that this Declaration of Annexation and First Amendment of Protective Covenants, Conditions, Restrictions, and Reservation of Easements with Road Maintenance Provisions) for North Rim Estates *("Protective Covenants" or "Declaration")* shall apply to the above referenced real property *(hereinafter referred to as "NORTH RIM ESTATES" or the "Project")*, upon recording hereof and, further, that these Protective Covenants shall completely replace and supplant, in all respects, the prior Declaration previously recorded under Spokane County Auditor's No. 4181687. Additional property may be annexed to and placed under the effect of these Protective Covenants by the Developer upon recording a Declaration of Annexation to that effect.

D E C L A R A T I O N

The Developer hereby declares and imposes the following protective covenants, conditions, restrictions and reservation of easements on the real property known as NORTH RIM ESTATES, legally described on Exhibit "A" and the uses to which said property may be put. The Declaration shall impose covenants, conditions, restrictions and reservation of easements that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this Declaration being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

Each purchaser shall receive from the Developer fee simple or equitable title to an individual parcel/lot, which includes the right to construct a dwelling thereon.

The Developer hereby declares that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the

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following covenants, conditions, restrictions and reservations of easements of which are for the purpose of enhancing and protecting the value and attractiveness of said property and NORTH RIM ESTATES. All of the covenants, conditions, restrictions and reservation of easements shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

Section 1. Sewer/Septic System/Easements. Each parcel/lot in NORTH RIM ESTATES shall be serviced by its own individual on-site septic system until such time as public sewer is available, if ever. If public sewer ever becomes available, each parcel/lot owner, at that time, will be subject to all rules and regulations now or subsequently imposed by Spokane County regarding it's sewer system. If sewer is approved for this area, each owner shall disconnect and disable his or her septic system according to state and county regulations and hook up to the county sewer system, and thereafter pay to Spokane County all charges allocated to his or her parcel/lot for operation and maintenance of the sewage system. Parcels 5 and 6 are hereby granted easements for underground utilities and a septic drain field overflow easement and landscaping and view easement across that portion of Parcel 2 lying North of the 60' roadway easement located on Parcel 2. Parcel 4 shall have similar easements over that portion of Parcel 1 lying North of said 60' roadway easement. The easements shall include the right to plant vegetation, and to thin, trim, remove or top trees for view purposes, PROVIDED THAT such tree removal, thinning or topping shall be done in a reasonable manner so as to create and preserve views.

Section 2. Private Common Roads. All roadways within the Project will be private Common Roads. All such private roads and associated drainage facilities shall be constructed in conformance with approved plans on file in the Spokane County Engineer's office. Each parcel/lot owner is hereby granted a permanent non-exclusive easement to use said private roadways for ingress, egress and utilities, as shown on the recorded plat or survey map of the Project, a copy of which is attached hereto as Exhibit "B", and incorporated herein by this reference. Each parcel/lot owner within the Project will be responsible for paying 1/12 of all costs of maintenance, repair and improvement to the roadways, drainage facilities, and entry gate or entry statement within the Project. These costs shall be allocated and decided upon according to the provisions of Section 5, hereinafter.

In the event that the private roads lying within that part of the Project in PE(LL) 1853-98, including associated drainage facilities, are improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such roads and facilities, each lot owner within PE(LL) 1853-98,

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shall execute any documents necessary to accomplish such dedication.

WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, including associated drainage facilities, contained within or providing service to the property described in this Declaration. By accepting PE(LL) 1853-98 or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligations of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road, or associated drainage facilities.

Section 3. Use restrictions.

A) Use of Individual Parcel/Lots. No home or dwelling shall be constructed, occupied or used except for new, site constructed and approved single family residences of not less than 1,500 square feet of finished living space in size above basement grade, *(i.e. excluding any basement areas, garages, patios, decks, etc.)*, with a two or three car attached or detached garage, for use by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity *(other than home occupation)* shall be conducted therein. No modular, prefab or mobile homes are allowed. No home or outbuilding shall exceed two stories above basement grade, nor shall the total height exceed 30 feet above basement grade. All homes and outbuildings shall be painted with earth tone color paint. As used in this paragraph, the term "home occupation" shall mean only an occupation, profession or craft, carried on within a dwelling by the owner, which activity does not change the residential character of the term, as may be further defined by Spokane County Regulations.

Provided, however, nothing in this Section shall prevent the Developer or a Builder from using a residence within the development to conduct business and sell parcels/lots or homes, on a temporary basis only, until the last parcel/lot or house is sold.

There shall be a 30 foot setback requirement for all building structures from any common lines between parcels/lots in the Project, and also from the edge of the 60' wide easement roadway described in Exhibit "B". The 30' setback between parcel/lots in the Project may be altered only if agreed in writing between the owners of adjoining parcels/lots. Swimming pools, tennis courts, and sport courts are to be limited by these same setback limitations. For the purposes of this covenant, screened porches,

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garages or utility sheds shall also be subject to these setback requirements. If one owner seeks to build one residence on two or more adjacent parcels/lots, these setback requirements shall be applied to the exterior boundary of the area of common ownership. There will be a 50 foot setback requirement for animal watering, feeding and shelter facilities, *(e.g. barn)* from the common borders between parcels/lots. No structures shall be placed or constructed on that portion of Parcels 1 and 2, as described on Exhibit "A" lying North of the 60' wide easement road which crosses said parcels. In addition, no structure on Parcel 1 shall have a roof elevation which is higher than the elevation of the easement roadway as shown on the survey map attached hereto as Exhibit "B". The purpose of these restrictions on Parcels 1 and 2 is to preserve the view corridors for the adjoining Parcels 4, 5 and 6 which lie to the North of Parcels 1 and 2. This project is limited to 12 total parcels or lots.

Parcels 1 - 7 and Lots 1-5 *(A-E)* of PE(LL) 1853-98, of the Project shall not be segregated into parcels/lots of less than 4.75 acres each, and each of these parcels/lots shall be limited to single family residential use. Lot or parcel owners may attach additional land from outside of the Project to their property provided no additional parcels or lots are created.

All of the provisions set forth above in this Section 3 (A) shall be subject to any existing or future restrictions validly imposed by Spokane County or the State of Washington that may, in any way, further restrict the parcel/lot owner's rights to use said parcels/lots. All such County or State restrictions shall prevail over the provisions herein.

B) Nuisances. No noxious, illegal or offensive activities shall be carried on in any parcel/lot or dwelling, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the owners of his respective parcel/lot, or which shall in any way increase any rate of insurance for any owner within the Project, or cause any insurance policy to be canceled, or cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the Project.

C) Vehicle and Equipment Restrictions. No more than two of the following vehicles or equipment, whether personal or recreational, shall be allowed to be stored outside of a fully enclosed building on any parcel/lot in the Project. The two vehicles or pieces of equipment that can be parked outside of a fully enclosed building must be parked behind the front edge of the dwelling built and ten feet from the side lot line of any parcel/lot. The vehicles and equipment referred to herein are as

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follows: travel trailers, campers, motor homes, recreational vehicles, boats and trailers, horse trailers, tractors, buses, or trucks *(except for purposes of loading and unloading of passengers or personal property.)* No inoperable automobile, and no vehicle or equipment which is in an extreme state of disrepair, shall be permitted to remain upon any parcel/lot, private or dedicated roadway or street, or other area within the Project, other than temporarily for emergence repairs, unless placed or maintained within an enclosed garage. No commercial vehicles, no vehicles greater than 30 feet in length, and no semi-tractor trailer vehicles are allowed. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be reasonably unobtrusive and inoffensive. No noisy or smoky vehicle shall be operated on the Project. No off road unlicensed motor vehicle shall be maintained or operated within the Project, except as reasonably necessary to the execution and the rights and duties of the declarant under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any parcel/lot, or any dedicated street within the Project.

No vehicles may be kept or parked on a permanent basis on any of the common access streets within the Project.

D) Signs. No signs shall be displayed to the public view on any parcels/lots or on any portion of the Project. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size, PROVIDED HOWEVER, that the Developer is allowed to place one (1) sign not exceeding 4' x 8' in size at the Project entrance until all of the Property owned by Developer is sold.

E) Animals. Except as provided in the next paragraph, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel/lot for any commercial purpose. Household pets such as cats, dogs and birds, may be kept, provided that they shall not be allowed to run at large, and provided, further, that they shall not be kept, bred, or maintained for any purposes nor in such numbers or under such conditions as a person of reasonable prudence would find objectionable within the configuration of the Property. Dog kennels or other animal runs may be permitted on each individual parcel/lot, so long as the plans thereof have been approved by the Architectural Control Committee.

Nothing in the preceding paragraph shall prohibit owners of permitted pets from occasionally breeding their pets and selling or otherwise disposing of the offspring. Cattle, pigs and goats,

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and other large farm animals and roosters, geese and peacocks are specifically prohibited, however, horses shall be allowed at the rate of one (1) horse per fenced acre of land on each parcel/lot. No horses shall be allowed on that portion of Parcels 4, 5, 6, or 7 lying southerly of the 60' easement roadway shown on Exhibit "B". In addition, no horses shall be allowed on Parcels 1 and 2 on that portion of said parcels lying northerly of said 60' wide easement roadway. Any parcel/lot which has horses shall construct a fenced enclosure of not less than one (1) acre in size per horse, and said fencing shall be not less than twenty-five (25) feet from any adjacent parcel/lot in the Project, unless said adjacent parcel/lot owners otherwise agree in writing as more specifically set forth in Section 3 H), hereinafter.

F) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from each parcel/lot at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the common access streets.

G) Right to Lease. Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as **(a)** rental for any period less than thirty (30) days, or **(b)** any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective parcels/lots shall have the absolute right to rent out the dwellings *(but not less than an entire dwelling)* provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with these Protective Covenants shall constitute a default under the terms of such rental agreement.

H) Fencing and Yard Landscaping. At the time construction of each residence is completed, the yards of each residence shall be landscaped and all construction related materials, debris, etc. shall be cleaned up. No barbed wire, or barbed wire type of fencing, and no stand alone, post or single wire electric fencing is allowed. Fences shall not exceed six (6') feet in height. All fencing must be set back at least twenty-five (25) feet from any adjoining parcel/lot in the Project unless said adjoining parcel/lot owners agree in writing to vary said set back or to share a fence on a common lot line. No fences shall be

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constructed or located within any private road easement rights of way. Each building shall have a 30' wide defensible perimeter for fire fighting purposes.

Section 4. Construction Covenants and Restrictions.

A) Alteration and/or Improvements to Property. With the exception of work carried out to further the completion of the Project, no residence, building, fence, wall, obstruction, balcony, screen patio, patio cover, tent, awning, carport, carport cover, improvement, or structure, of any kind, shall be commenced, erected, painted or maintained within the project, nor shall any alteration or improvement of any kind be made thereto until the plans of the same has been approved in writing by the Architectural Control Committee, described in Section 5, *(hereinafter referred to as the "Committee".)* Plans and specifications showing the nature, color, materials and location of such improvements or alterations, shall be submitted to the Developer or Committee for approval of the proposed construction. Further, no construction shall be commenced on any parcel/lot until the Developer or Committee shall have approved in writing the plans of the proposed construction item on the parcel/lot. No permission or approval shall be required to rebuild in accordance with the original approved plans, or to rebuild in accordance with plans previously approved by the Developer or Committee for that parcel/lot. In the event that the Committee fails to approve or disapprove within thirty (30) days after plans have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B) Single Family. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any parcel/lot other than one detached dwelling for single family occupancy only, with a private attached or detached two or three car garage, and approved outbuildings as per Section 4-L. Notwithstanding the foregoing, the owner of two adjacent parcels/lots may construct his dwelling across the line between his parcels/lots, or otherwise without regard for the setback requirements pertaining to that line *(however, any such combination of parcels/lots shall not operate to reduce the owner's rights and obligations with respect to each separate parcel/lot described on Exhibit "A")*

C) Roofs. All roofs shall be constructed of either asphalt composition of good quality, tile, metal *(with baked enamel finish in an earth tone color)* or comparable alternate product. No wood shake, wood shingle or sawn wood roofs shall be allowed. Roof slopes shall be between 5:12 and 12:12, unless roof variance is granted by the Committee. Roofs shall overhang outside walls by

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not less that 24 inches unless roof variance is granted by the Committee. Roof heights shall be in compliance with the limitations set forth in Section 3, above.

D) Garages. All dwellings shall have enclosed attached or detached garages of at least 20 feet by 22 feet (20'x 22') in size.

E) Mail boxes, etc. Mail boxes and newspaper receptacles shall be placed as required by the U.S. Postal Service.

F) Accessory Buildings. All accessory buildings shall be constructed consistent with the architecture, materials or color scheme of the dwelling on that parcel/lot.

G) Antenna. No radio, citizens band, or other communication antenna shall be erected upon any parcel/lot or dwelling except for standard television antennas and satellite dishes *(if cable is not available)* which are permitted as long as they are not unreasonably obtrusive and offensive.

H) Temporary Structures. No trailer, basement, tent, shack, garage, barn, camper, mobile home, or other outbuilding or any structure of a temporary character erected or placed on any parcel/lot shall at any time be used as a residence.

I) Exterior Lighting. All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting, provided however, reasonable exterior lighting of barns, corrals, etc., for security purposes, shall be permitted.

J) Completion Time. Any dwelling or other structure erected or placed on any parcel/lot shall be completed as to external appearance, including finished painting and front and side yard landscaping pursuant to plans and specifications, all within twelve (12) months from the date of commencement of construction. The owner of each parcel/lot shall, as soon as reasonably possible after occupying the dwelling, buy not to exceed three years, continue landscaping rear yard areas, in substantial conformity with other parcels/lots within the Project. The garage shall be completed within twelve (12) months of commencement of construction of the house.

K) Propane Tanks. Any propane tanks or propane bottles shall be screened from view of other homes in the Project.

L) Outbuildings. No more than one (1) outbuilding, not including detached garages or buildings under 100 square feet, shall be allowed on any parcel/lot. The square footage of the permitted outbuilding shall not exceed 2,000 square feet in the

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total footprint. *(excluding detached garage and buildings under 100 square feet in size)*. All outbuildings, including detached garages, shall have architectural design, siding, color, and roofing consistent with the house.

M) Utilities. All utilities shall be underground, including those utilities which extend from the edge of the parcel/lot to the dwelling and also between dwellings and/or outbuildings. Water shall be provided by Pasadena Irrigation Dist. 17. Use of private wells and water systems is prohibited.

Section 5. Architectural Control Committee.

A) Members. The Developer shall have the right to appoint all members of the Committee until all parcels/lots in the Project have been sold. After all parcels/lots in the Project have been sold, or earlier at the sole discretion of Developer, the Committee shall consist of three (3) members who shall be elected by the parcel/lot owners, with each parcel/lot owner having one (1) vote. The initial members of the Committee and their addresses are as follows:

George W. Bagby, III
Carla B. Bagby
107 S. Howard #600
Spokane, Washington 99204

B) Committee Approval. If the Architectural Control Committee reviews the plans chosen, the signatures of the above stated Committee members shall constitute approval by the Committee. Neither the Developer or the Committee, nor any of its members, shall be liable to any owner for any decision made by the Committee in good faith and in accordance with this Section 5, nor for any defect in any structure constructed from any approved plans or specifications.

Section 6. Homeowners Association

A) Description of Association. A Washington non-profit corporation shall be formed *(the "Association")* and the Association shall be charged with the duties and vested with the powers prescribed by law and set forth in this Declaration, any Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association, all as may be amended from time to time; provided, however, that no such governing documents shall for any reason be amended or otherwise interpreted so as to be inconsistent with this Declaration.

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B) Board of Directors. Developer shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until termination of the Development Period as defined in Section 7(B), hereinafter. Each owner, by acceptance of a deed to or other conveyance of a parcel/lot, vests in Developer the authority to appoint and remove directors and officers of the Association. The directors selected by the Developer need not be owners. The number of directors shall be as set forth in the Bylaws. Following termination of the Development Period, the Board of Directors shall be elected by the owners in accordance with the Bylaws.

C) Membership. Each person who is the record owner of a fee or undivided fee interest in any parcel/lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one (1) membership per parcel/lot. In the event of multiple owners of a parcel/lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any parcel/lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each parcel/lot owned. The first annual meeting of the Association shall be held within sixty (60) days after termination of the Development Period on a date set by the Board pursuant to the Bylaws.

D) Voting. Members shall be entitled to one (1) vote for each parcel/lot owned. When more than one (1) person holds an ownership interest in any parcel/lot, the vote for such parcel/lot shall be exercised as those owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the parcel's/lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

E) Meetings of The Association. The owners of parcels/lots within the Project shall meet at least once each year to discuss and decide upon maintenance, repair and improvements to be made by the Association to the private roadways and storm water drainage ponds and facilities within the Project. Road maintenance shall include, not only the road system but also the storm water drainage ponds and drainage facilities including ditches, ponds, drywells, dikes and swales, which shall be operated and maintained by the Association pursuant to the terms and condition of the Operation & Maintenance Manual for North Rim Estates, attached

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hereto as Exhibit "C" and incorporated herein by this reference as though fully set forth herein. The meeting shall be as soon as is reasonably possible after January 1 of each year. Any parcel/lot owner in the Project may call that meeting by mailing certified mail, return receipt requested notices to all parcel/lot owners, or by personally serving such written notice upon any such owners. Mailing or service shall be completed not less than fourteen (14) nor more than sixty (60) days prior to the scheduled date of the meeting. Additional meetings may be called that year upon the owners of a minimum of one-half (50%) of all parcels/lots signing the notice of meeting and specifying the purpose thereof in the notice. At the first meeting validly called for any calendar year at which the owners of at least one-half (50%) of all parcels/lots are present of represented by written and notarized proxy, the budget shall be discussed and approved for the maintenance, repair and improvement of the private roadways and drainage facilities within the Project for that calendar year. Agreement by owners of a majority of those parcels/lots represented at the meeting shall be sufficient to approve the budget and a budget manager for the year for maintenance *(including snow removal and re-surfacing)*, repair and improvement of the private roadways and drainage facilities, provided however, to approve paving of the roadways shall require approving vote of at least eighty (80%) percent of the owners of all parcels/lots within the Project. Unless otherwise approved at the meeting, once a budget is validly approved, the owners of each parcel/lot within the project shall pay their prorata share, within thirty (30) days of notice thereof being given by the budget manager in the manner prescribed above for giving of notices of meetings. If a parcel/lot owner does not pay his or her prorata share required, the budget manager for that year may cause to be filed of record in the Spokane County Auditor's office a lien for the amount unpaid. Such lien shall be foreclosable as a mortgage under the laws of the State of Washington for the unpaid amount plus the reasonable costs and legal fees incurred. The Developer has recorded an Amended and Restated Easement and Road Maintenance Agreement which further delineates the responsibilities of each owner regarding road maintenance and payment therefore. This Declaration shall be controlling as to the division of said road maintenance costs.

F. <u>Easement for Drainage Ponds and Facilities</u>. Lot 3 of PE(LL) 1853-98 shall be encumbered with a large storm water drainage pond, and an easement in favor of the Association for said storm water drainage pond, fence and associated appurtenances is hereby granted to the Association on said Lot 3. The Association shall maintain said drainage pond in all respects pursuant to the aforementioned Operation and Maintenance Manual for North Rim Estates. The Association will carry liability insurance on a continuous basis in order to protect the owner of Lot 3, which is subject to said easement, from any liability for

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the storm water facility that is located on his property. In addition, the Association shall reimburse the owner of Lot 3 for ten (10%) percent of the assessed value allocable to the land value for Lot 3. Said ten (10%) of land value reimbursement is intended to reimburse the land owner for any taxes he may be assessed for the land that the storm water facility is located upon. The maintenance of the storm water facility shall meet not only the Operation and Maintenance Manual requirements, but also any design requirements and approvals of Spokane County, in perpetuity. This storm water facility shall be fenced and gated, if required by Spokane County, and shall be situated on said Lot 3 such that the owner shall be able to have a residence constructed on the lot and have an adequate yard area without interference from the fenced facility. All construction costs for the facility, including fences and gates, shall be at the cost of the Developer, but all future maintenance and operation shall be the cost of the Association.

G. Assessments. The initial annual assessment shall be $100.00 per year per parcel/lot, $50.00 of which shall be allocated toward maintaining the drainage facilities and ponds per the terms and conditions of the Operation and Maintenance Manual for North Rim Estates referenced hereinabove. If one person owns more than one parcel/lot then said owner shall pay a 1/12 of any special assessment and one common assessment fee for each parcel/lot that he owns. (For example, if an owner owns 3 parcels/lots, then he shall pay a $300.00/year initial annual assessment).

Section 7. General Provisions.

A) Termination of Any Responsibility of Developer. In the event the Developer should convey all of their right, title and interest in and to the property or the Project to any partnership, individual or individuals, corporation or corporations, then in such event, the Developer shall be relieved of the performance of any further duty or obligation hereunder; provided that, in order for the undersigned to be so relieved of liability, such transferee shall expressly assume all duties and obligations of the undersigned and shall be approved by any lending institution of the undersigned, holding a mortgage or deed of trust on all or any portion of the property within the Project.

B) Amendment. Until the time, defined as the "Development Period", that every parcel/lot in the Project has a residential structure constructed and received a Certificate of Occupancy from the appropriate government agency, the Developer reserves the right to amend this Declaration by filing an amendment hereto; provided, however, that no such amendment shall affect any structures within the Project which have already been reviewed and

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received approval from the Developer or the Committee. After every parcel/lot has a residential structure and certificate of occupancy, then the Property owners may amend the Declaration by a 75% vote of said owners, with each parcel/lot having one vote. Developer reserves the right to annex additional territories to the Project, and to extend utilities over the existing easement road to such additional territories, but additional ingress and egress shall not be permitted over Parcels 1 - 7 unless 100% of the owners of Parcels 1 - 7 are in agreement, and the number of parcels/lots shall not be increased to over twelve (12) parcels/lots without an amendment to the Declaration.

C) Enforcement. The Developer and/or the owner of any parcel/lot within NORTH RIM ESTATES, and/or any lender of the same, may take action to enforce the rights, reservations and restrictions set forth herein. Such action may be at law or in equity. Any action for monetary damages that results in a judgement may be foreclosed in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington. The prevailing party in any such action shall be awarded his costs and attorneys fees.

Dated this 7th day of ~~November~~ December, 1998.

George W. Bagby, III

Carla B. Bagby, by George W. Bagby, III, her Attorney in Fact AIF

Michael L. Clark

Helena B. Clark

Kenneth M. Jamison

Kristin L. Jamison

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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 7th day of ~~November~~ December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George W. Bagby, III to me known to be the individual who executed the foregoing instrument for himself and as attorney in fact of Carla B. Bagby also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Carla B. Bagby, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Carla B. Bagby is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

SHARON L. MILLER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-10-02

Sharon L. Miller
Notary Public in and for the State of Washington, residing at Spokane
My Appointment Expires: 6-10-02

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Michael L. Clark and Helena B. Clark to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of November, 1998.

DORIS I. MILLER
Commission Expires
NOTARY
PUBLIC
AUG. 06, 2001
STATE OF WASHINGTON

Doris I. Miller
Notary Public in and for the State of Washington, Residing at Spokane
My Appointment Expires: August 6, 2001

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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Kenneth M. Jamison and Kristin L. Jamison to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of ~~November~~ DECEMBER, 1998.

SHARON L. MILLER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-10-02

Sharon L. Miller
Notary Public in and for the State of Washington, Residing at Spokane
My Appointment Expires:

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EXHIBIT "A"

Parcel 1

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON:

Beginning at the C 1/4 of said Section 32; thence N00°38'04"W along the East line of said E 1/2 NW 1/4 a distance of 704.46' to a point; thence S89°21'56"W a distance of 240.00' to a point; thence S76°24'24"W a distance of 28.94' to a point; thence S76°24'24"W a distance of 43.81' to a point; thence S00°38'04"E a distance of 684.06' to a point on the South line of said E 1/2 NW 1/4; thence S89°53'01"E along said South line a distance of 310.93' to the Point of Beginning.
Contains 5.00 acres more or less.

Parcel 2

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON:

Commencing at the C 1/4 of said Section 32; thence N89°53'01"W along the South line of said E 1/2 NW 1/4 a distance of 310.93' to the true Point of Beginning; thence continuing N89°53'01"W a distance of 240.00' to a point; thence N24°23'20"W a distance of 530.29' to a point; thence, N57°05'03"E a distance of 268.50' to a point; thence N76°24'24"E a distance of 232.51' to a point; thence S00°38'04"E a distance of 684.06' to the Point of Beginning.
Contains 5.13 acres more or less.

Parcel 3

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON:

Commencing at the C 1/4 of said Section 32; thence N89°53'01"W along the South line of said E 1/2 NW 1/4 a distance of 550.93' to the true Point of Beginning; thence continuing N89°53'01"W a distance of 760.00' to the SW corner of said E 1/2 NW 1/4; thence N00°32'48"W along the West line of said E 1/2 NW 1/4 a distance of 615.04' to a point; thence S89°53'01"E a distance of 165.33' to a point; thence S00°32'48"E a distance of 511.50' to a point on the centerline of the above described 60.00' road and utility easement; thence along said easement centerline the following courses: around a curve left through a central angle of 27°44'44" an arc distance of 58.11' a chord bearing of S79°35'15"E a distance of 57.54' to a point of compound curve; thence around a curve left through a central angle of 05°00'09" an arc distance of 41.04' a chord bearing of N64°02'19"E a distance of 41.02' to a point of compound curve; thence around a curve left through a central angle of 44°49'42" an arc distance of 133.01' a chord bearing of N59°07'23"E a distance of 129.64' to a point of reverse curve; thence around a curve right through a central angle of 14°16'30" an arc distance of 132.05' a chord bearing of N43°50'48"E a distance of 131.71' to a point of tangent; thence N50°59'03"E a distance of 174.91' to a point; thence leaving said easement centerline S24°23'20"E a distance of 408.51' to the Point of Beginning.
Contains 5.00 acres more or less.

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EXHIBIT "A" (cont.)

Parcel 4 Revised February 20, 1998

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON:

Commencing at the C 1/4 of said Section 32; thence N00°38'04"W along the East line of said E 1/2 NW 1/4 a distance of 704.45' to true Point of Beginning; thence continuing N00°38'04"W a distance of 729.42' to a point; thence N73°21'42"W a distance of 280.87' to a point; thence S00°38'04"E a distance of 819.30' to a point; thence N76°24'24"E a distance of 28.94' to a point; thence N89°21'56"E a distance of 240.00' to the Point of Beginning. Contains 4.75 acres more or less.
Subject to and reserving access to the 60.00' wide easement as described above.

Parcel 5

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON:

Commencing at the C 1/4 of said Section 32; thence N00°38'04"W along the East line of said E 1/2 NW 1/4 a distance of 704.45' to a point; thence S89°21'56"W a distance of 240.00' to a point; thence S76°24'24"W a distance of 28.94' to the true Point of Beginning for this description; thence N00°38'04"W a distance of 819.30' to a point; thence S89°50'01"W a distance of 256.29' to a point; thence S00°38'04"E a distance of 830.37' to a point; thence N76°24'24"E a distance of 262.98' to the Point of Beginning.
Contains 5.00 acres more or less.

Parcel 6

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 900' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON

Commencing at the C 1/4 of said Section 32; thence N00°38'04"W along the East line of said E 1/2 NW 1/4 a distance of 704.45' to a point; thence S89°21'56"W a distance of 240.00' to a point; thence S76°24'24"W a distance of 291.92' to the true Point of Beginning; thence continuing S76°24'24"W a distance of 13.34' to a point; thence S57°05'03"W a distance of 268.50' to a point; thence N00°38'04"W a distance of 317.60' to a point at the centerline of the 60.00' easement culdesac; thence S70°13'18"W a distance of 358.40' to a point; thence N37°46'50"E a distance of 818.50' to a point; thence N89°58'31"E a distance of 70.00' to a point; thence S00°38'04"E a distance of 694.15' to the Point of Beginning. Contains 5.00 acres more or less.

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Parcel 7 EXHIBIT "A" (cont.)

LOCATED IN THE E 1/2 NW 1/4 (LESS THE NORTH 800' THEREOF) OF SECTION 32, T26N, R44E W.M., SPOKANE COUNTY, WASHINGTON

Commencing at the C 1/4 of said Section 32; thence N00°38'04"W along the East line of said E 1/2 NW 1/4 a distance of 704.45' to a point; thence S89°21'56"W a distance of 240.00' to a point; thence S76°24'24"W a distance of 305.28' to a point; thence S67°05'03"W a distance of 268.50' to the True Point of Beginning; thence S24°23'20"E a distance of 123.78' to a point on the centerline of the above described 60.00' road and utility easement; thence along said easement centerline the following courses: S50°59'03"W a distance of 174.91' to a point of curve; thence around a curve left through a central angle of 14°16'30" an arc distance of 132.05' a chord bearing of S43°50'48"W a distance of 131.71' to a point of reverse curve; thence around a curve right through a central angle of 44°49'42" an arc distance of 133.01' a chord bearing of S59°07'23"W a distance of 129.64' to a point of compound curve; thence around a curve right through a central angle of 05°00'09" an arc distance of 41.04' a chord bearing of N84°02'19"E a distance of 41.02' to a point of compound curve; thence around a curve right through a central angle of 27°44'44" an arc distance of 58.11' a chord bearing of N70°35'15"W a distance of 57.54' to a point; thence leaving said easement centerline N00°32'48"W a distance of 511.50' to a point; thence N37°48'50"E a distance of 79.66' to a point; thence N70°13'18"E a distance of 358.40' to a point at the centerline of the 60.00' easement culdesac; thence S00°38'04"E a distance of 317.50' to the Point of Beginning.
Contains 5.00 acres more or less.

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EXHIBIT "A" (cont.)

Parcel 8 PE(LL) 1853-98 Revised October 28, 1998

PORTION OF PARCELS 46322-9036, 46322-9005 AND 46322-9013 IN THE E 1/2 NW 1/4 SEC. 32, T.26N., R.44E., W.M., SPOKANE COUNTY, EAST OF ARGONNE RD. C.R.P. 1251 (LESS 6'x370' WEST OF FENCE) DESCRIBED AS FOLLOWS;

Commencing at the NE corner of the NW 1/4 Section 32; thence S00°38'04"E, along the East line of said NW 1/4, a distance of 395.01' to a point on a line 395' South of the North line of said NW 1/4; thence S89°50'01"W, along a line parallel with said North line, a distance of 25.00' the true Point of Beginning for this description; thence continuing S89°50'01"W a distance of 432.97' to a point; thence S40°54'46"W a distance of 802.34' to a point; thence N64°58'45"W a distance of 277.41' to a point on curve on the Easterly right of way of C.R.P. 1251; thence along said right of way and around a curve right through a central angle of 06°35'02" an arc distance of 152.05' a chord bearing of S26°50'32"W a distance of 151.97' to a point on an existing N-S fence line; thence along said fence line S00°42'52"E a distance of 370.48' to a fence intersection; thence along another fence line N49°19'18"W a distance of 9.45' to a point on the West line of said E 1/2 NW 1/4; thence leaving said fence line and along said West line, S00°32'48"E a distance of 652.09' to a point; thence S89°53'01"E a distance of 165.33' to a point; thence N37°46'50"E a distance of 898.16' to a point; thence N89°58'31"E a distance of 70.00' to a point; thence N00°38'04"W a distance of 186.22' to a point; thence N89°50'01"E a distance of 256.29' to a point; thence S73°21'42"E a distance of 280.87' to a point on the East line of said E 1/2 NW 1/4; thence N00°38'04"W, along said East line, a distance of 321.21' to a point which is 900 feet South of the North line of said E 1/2 NW 1/4; thence S89°50'01"W, parallel with said North line, a distance of 25.00' to a point on a line 25' West of the East line of said E 1/2 NW 1/4; thence N00°38'04"W, along a line parallel and 25' West of said East line, a distance of 505.02' to the Point of Beginning.
Contains 25.21 acres more or less.

JAMES W. STILLINGER
STATE OF WASHINGTON
23122
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 10-11-2000

10-28-98

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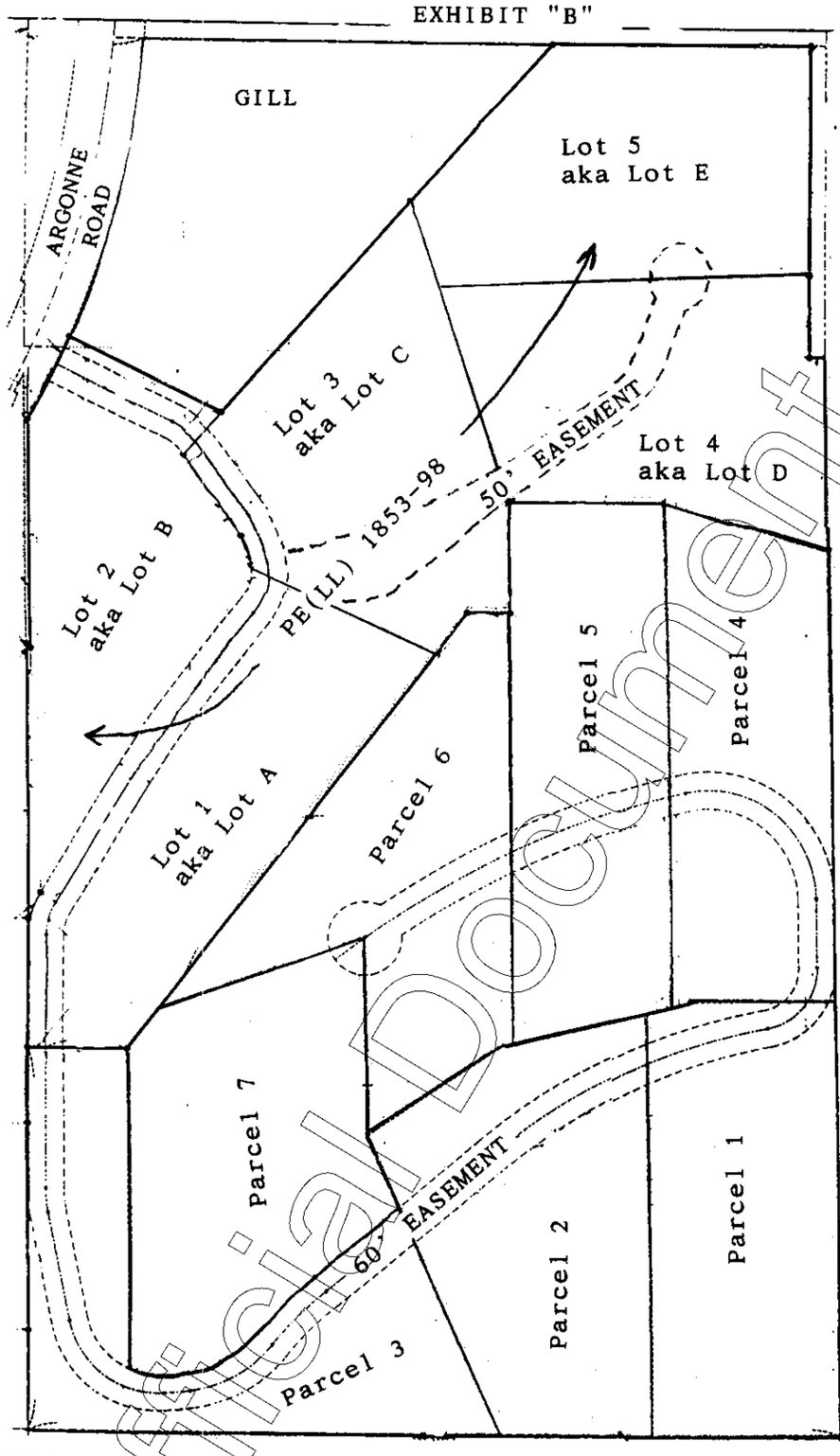
EXHIBIT "B"



PORTION OF E 1/2 NW 1/4, SEC 32, T 26N, R 44EWM, SPOKANE CO, WA

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EXHIBIT "C"

DRAINAGE PONDS AND DRAINAGE FACILITIES

OPERATION & MAINTENANCE MANUAL

NORTH RIM ESTATES

Spokane County Large Lot Subdivision
PE-1853-98
October 22, 1998

By
Bill Bagby (Owner/Developer)
107 S. Howard #600
Spokane, Washington 99201
(509) 622-3532

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1.0 PURPOSE

This plan is intended to provide general operations and maintenance guidelines for the drainage ponds and other drainage facilities located in the Northrim Addition large Lot Subdivision PE 1853-98, serving the runoff from the private road. Implementation of these guidelines will insure that the drainage facilities installed will function as intended in the design, and maintain the pre-developed runoff rates which discharge to downstream properties.

2.0 INTRODUCTION

Generally, the drainage system is intended to attenuate the increase of water runoff generated on-site, by routing the storm water through a drainage pond, and discharging the storm water downstream at the pre-developed runoff rates. The drainage facilities consist primarily of drainage ponds, storm pipes, drainage ditches, and flow control structures out of the ponds. It is therefore, of the utmost importance to provide adequate operations and maintenance activities to insure that the drainage facilities remain silt or dirt free, as this silt or dirt loading will affect the storage volume and downstream runoff volumes. Should this result, the only remedy would be to completely reconstruct the site drainage facilities. Therefore, periodic maintenance is a must. Full sets of engineering drawings are available for review at Spokane County Public Works, under County File PE 1853-98.

3.0 GENERAL OPERATIONAL CHARACTERISTICS

The drainage facilities for Northrim Addition Large Lot Subdivision PE 1853-98 are generally very simple, functional, and have low maintenance requirements. A periodic visual inspection of the facilities will identity any required maintenance. Most maintenance will consist of keeping the pond, pipes, drainage ditches, weirs and appurtenances free of debris and sediment. However, a specific inspection schedule should be followed. See Section 4.0 for recommended maintenance schedules.

3.10 Drainage Pond. Runoff from the roads and lots will go into the pond. The pond will store a certain depth of water and then flow out through the orifice flow control structures, as shown in the plans. There is one pond within this plat which requires maintenance. The location of the drainage pond and structures are shown on the approved plan available from the County. The pond elevation information is provided in table 3.10A. The purpose of these tables is to

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provide the maintenance personnel a quick reference of relative depth. More detailed information is provided in the engineering plan on file at Spokane County Public Works under File PE 1853-98.

Pond Label	Pond Bottom Elevation	Outflow Elevation	Outflow Structure
"A"	2230.0	2231.0	Multiple Orifice Outlet Structure

Table 3.10A

3.20 Outflow Structures. The outflow structures are used to regulate flow rates out of the pond. The outflow structure types are: multiple orifice outlet structure with staged orifice and overflow components.

3.30 Conveyance Ditches and Storm Pipes. The storm drainage ditches convey the storm water from the road to the ponds, and from the ponds the outflow is piped to the discharge locations, in existing natural drainage courses.

4.0 MAINTENANCE REQUIREMENTS AND SCHEDULES

Below is a maintenance description for each of the drainage system elements contained within the Northrim Addition, including the pond, ditches, pipes, and flow control structures. All drainage facilities serving the private road are expected to be maintained by the 12 individual lot owners within Northrim Estates.

General

Proper maintenance procedures are a necessity for the continued functioning of the drainage facilities. Improper maintenance, or lack of attentive maintenance measures, may result in negative on-site and downstream impacts. It is essential that the North Rim Estates Homeowners Association *(the "Association")* be responsible for making sure the maintenance measures are implemented.

Generally, maintenance personnel are to conduct a visual inspection of the drainage facilities immediately following a substantial rainfall event or snow melt event, such as when it has rained noticeably hard for a short period *(30 minutes or less)* or it rained steady for a long period *(8 hours or more)* or if a

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significant rainfall and snow melt event, associated with a "chinook" melt were to occur in January, February or March when the ground is frozen. For long duration storms, greater than 24 hours, maintenance personnel are to inspect the drainage facilities during the storm event to identify any developing problems and correct them before they become major problems.

1. Inspect the pond, ditches, flow control structures, pipes, and drainage appurtenances to make sure that they are clear of debris and obstructions.

2. Inspect the pond berm to make sure there are no breaches or breaks in the berm. Immediately repair any breaches or breaks, with a sandy loose soil, compacted in place.

3. Inspect the orifice flow control structure in the pond, making sure there is no damage and that the orifices and overflow are not plugged with deleterious material. Immediately repair any damage to the orifice structure, inlet, or discharge outfall. Clean the trash rack covering the entrance pipe to the pipe that leads from the pond to the outlet structure. An engineer should be consulted if significant damage or degradation to the flow control structure has occurred.

4. Check for any erosion in the ditches and the pond outflow structures. Temporary repairs should be made immediately if further rainfall or snow melt is anticipated in the near future. Temporary repairs may include installing riprap, installing geotextile fabric, and/or reconstructing the earthen channel.

These above-noted storm event related visual inspections *(no. 1, 2, 3 and 4)* are in addition to the maintenance schedules noted for each item.

<u>4.10 Drainage Ditches</u>. Frequency of Inspection: Monthly, and after every storm event & snow melt event. The storm conveyance ditches are constructed from native soils and gently sloped as designed to the pond and site discharge location. These swales may be stabilized as follows: sodded and/or hydro-seeded with a dryland grass mixture or constructed with 2-inch minimum diameter rocks to form a faux stream channel or other landscaped options capable of conveying water. Monthly maintenance and inspections of these swales will include removal of any accumulated debris, such as leaves, weeds and trash. Any obstructions, which would not allow water to flow freely through the swales as designed should be removed. Additionally, the side slopes of the swales should be inspected to insure that they are in good

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repair and structurally competent and that no erosion of the swale side slopes or bottom has occurred. Where erosion has occurred,the channel wall and bottom can be stabilized with riprap or geotextile fabric. An engineer should be consulted when determining the size of the riprap or type of geotextile fabric, and for placement of these materials.

4.20 Drainage Pond. Frequency of Inspection: Every 3 months, or after every storm event & snow melt event, whichever is more frequent, the pond should be inspected. Again, the drainage pond is to be maintained by the Association, as summarized in Table 3.10A. The pond consists of a bermed depression constructed from native soils; this depression should be sodded and/or hydro-seeded with a dryland grass mixture, at a minimum. A lawn sod can be used if regular irrigating is implemented. Quarterly maintenance and inspections of the ponds will include removal of any accumulated debris, such as leaves, weeds and trash. Any obstructions, which would not allow water to flow freely from the pond via the outflow structures should be removed or repaired. The trash rack at the entrance to the pipe leading from the pond to the outlet structure should be inspected for damage and cleaned of any debris. Additionally, the berm of the pond should be inspected to insure that it is in good repair and structurally competent and that no outflow has occurred other than the outflow structure.

4.30 Outflow Structures. The types of outflow structure for the drainage pond is listed in table 3.10A. Inspections and maintenance should be done during inspections of the pond, making sure that each of these structures are clear of obstructions and debris, and in good condition. If there is any obstruction present, it should be removed immediately.

4.40 Orifices. Periodic maintenance of the orifices should be done during inspections to insure that the orifice is in good condition and no breaking of the piping or its supports has occurred. If the orifice structure has been damaged it should be repaired as soon as possible to minimize any effect downstream.

4.50 Pipes. Visually inspect the pipes, inlets and outlets, making sure they are clear of debris and checking that the pipe is in good condition, without breaks or cracks. A flow test in the pipe can be used to readily detect major obstructions or breaks in the pipe. This test requires a water source *(hydrant or water truck)* and a person at the downstream end of the pipe observing the flow exiting out of the pipe section.

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5.0 Recommended Set-Aside Funds for Maintenance & Future Replacement Costs

There will be annual costs to maintain the drainage facilities. Similarly, there will be replacement costs and major renovation costs of all drainage facilities, which will occur in the future. These costs are the responsibility of the Association or its successors in interest. Future replacement and major renovation costs have been converted to annual costs, in the form of recommended set-aside funds.

The estimated annual maintenance costs and recommended annual set-aside costs are listed below in Table 5.00A. It is recommended that the Association set aside these amount of funds annually to ensure that adequate maintenance and replacement measures of the drainage facilities will be implemented.

Drainage Facility	Annual Maintenance Costs	Annual Set-Aside Funds for Future Replacement or Major Renovation *
Drainage Pond & Drywells	$200.00	**
Drainage Ditches & Pipes	$100.00	$200.00
Flow Control Structures & Drainage Appurtenances	$100.00	***
Sub-total Annual Costs	$400.00	$200.00

Table 5.00A
Grand Total/year = $600.00
Cost per lot/year = $50.00 (12 lots)

Notes:

* Assume the pipes will be replaced in 20 yrs. 4% inflation, and 4% of return on investments for set-aside account.

** Any renovation costs for ponds are included in the annual maintenance costs.

*** Cost has been included in Drainage Ditch/Pipes item.

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