



RETURN ADDRESS
Rem-Rock Corp
PO Box 989
Veradale, WA 99037

Please Type or Print Neatly & Clearly All Information

Document Title(s)
Declaration of Covenants, Conditions, and Restrictions
of Remington Hill 3, First Addition

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)

REM-ROCK CORP

Grantee(s) (Last Name, First & Middle Initial)

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

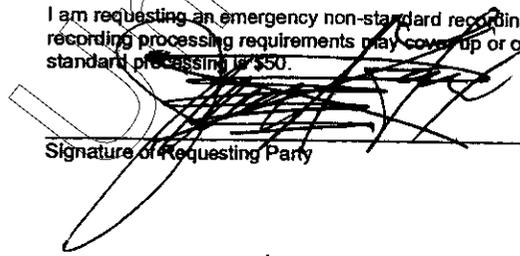
sect 25 T25N, R44E, W.

Assessor's Tax Parcel ID Number: 45254.9103

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Signature of Requesting Party



DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
REMINGTON HILL 3, FIRST ADDITION

This Declaration is made effective _____, 2005, by REM-ROCK CORP., a Washington Corporation, the Declarant. In order to ensure preservation of the gracious residential environment of the REMINGTON HILL subdivisions more particularly described below, together with future subdivisions to be annexed by Declaration of Annexation, Declarant and Owners agree and covenant that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of such lands for the benefit of all of such lands and the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in such lands or any portion thereof, and shall inure to the benefit of each Owner thereof, and to the benefit of the Declarant, its assigns, and the REMINGTON HILL HOMEOWNERS ASSOCIATION, a Washington Nonprofit Corporation, and shall otherwise in all respects be regarded as covenants running with the land:

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 25 North, Range 44 E.W.M., described as follows:

Begin at the Northwest corner of the Plat of "REMINGTON HILL 2ND ADDITION PUD," the next three (3) courses along the West line of said 2nd Addition; thence South 7°24'48" West 132.21 feet; thence South 40°22'19" East 56.26 feet; thence South 12°22'24" West 139.06 feet to the Southwest corner of said 2nd Addition and the Northwest corner of Tract B of Short Plat "SP-1165-97;" thence North 76°06'01" West, along the Northerly line of said Short Plat 353.54 feet to the angle point in said Short Plat; thence North 89°36'41" West 328.87 feet to the West line of the Southeast 1/4 of said Section 25; thence North 00°16'07" East along the West line of said Southeast 1/4 566.52 feet to a point 1900 feet north of



the South 1/4; Thence North 23°27'52" East 507.78 SE corner of the West 200.00 feet of the North 300.00 feet of said SE ¼. Thence North 00°16'07" East 300.00 feet to the North line of said SE ¼; Thence South 89°36'54" East, along said North line, 410.0 feet; Thence South 29°45'00" East 58.00 feet; Thence South 58°30'29" West 350.00 feet; Thence South 11°24'54" West 600.00 feet; Thence South 39°43'49" East 231.75 feet; Thence South 70°34'40" East 244.87 feet; Thence South 71°03'54" East 79.90 to the Point of Beginning;

Situate in the County of Spokane, State of Washington.

ARTICLE I
DEFINITIONS

For the purpose of this Declaration and the Articles of Incorporation and Bylaws of REMINGTON HILL HOMEOWNERS ASSOCIATION, certain words and phrases shall have particular meanings as follows:

SECTION 1: Association shall mean and refer to REMINGTON HILL HOMEOWNERS ASSOCIATION, a Washington Nonprofit Corporation, its successors and assigns.

SECTION 2: Board shall mean and refer to the Board of Directors of the Association, as provided for in Article IX and X. For purposes of exercising the power and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise.

SECTION 3: Properties shall mean and refer to the real property described herein and such other properties and subdivisions as shall be annexed hereto and brought within the jurisdiction of the Association.

SECTION 4: Common Maintenance or Easement Areas shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of other members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are shown on the face of the plat and/or described as follows:

- (a) Surface Water Drainage Control Systems.
- (b) Entry Statement at 32nd and Man O War, along with the landscape plantings and irrigation sprinkler system located on the common properties.



(c) All streets, curbs, and sidewalks as shown on the face of the plat or as required by Spokane County.

SECTION 5: Lot shall mean and refer to any residential Lot or parcel of land shown on the face of any recorded subdivision map of the properties.

SECTION 6: Declarant shall mean and refer to REM-ROCK CORP., a Washington Corporation, its successors and assigns, if such successors or assigns should acquire more than One (1) undeveloped lot from the Declarant for the purposes of development.

SECTION 7: Architectural Control Committee shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XIV of this Declaration hereinafter referred to as the "Committee."

SECTION 8: Development Period shall mean and refer to the period of time defined in Article III of this Declaration.

SECTION 9: Other Parcels shall mean those parcels of land selected by the Declarant which may be annexed to this Declaration by the Declarant in accordance with Article II.

SECTION 10: Residence shall mean and refer to a residential home occupying any Lot within the subdivisions.

SECTION 11: Common Area shall mean any real property shown on the face of any subdivision map which is owned by the Association for the common use and enjoyment of the members of the Association, including but not limited to, private roads, drainage system, wet lands, and open areas whether landscaped or in natural state.

ARTICLE II

OTHER PARCELS

SECTION 1: Declarant reserves the right, but is not obligated, to add other subdivisions or parcels of land to the properties by Declaration of Annexation. Declarant reserves the right to determine the number and location of any lots within the other parcels.

If any other parcels are added to the properties, all of the other parcels shall be governed by this Declaration if Declarant so elects. The character of improvements which may be later added to the properties on other parcels shall be compatible with improvements already existing on the properties, provided, however, that Declarant may develop the other parcels for any lawful



purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the other parcels.

SECTION 2: The addition of any other parcels to the properties shall occur when the Declarant files for record a Declaration of Annexation to this Declaration, legally describing the other parcels and stating that the other parcels are annexed to the properties and subject to the provisions of the Declaration. Upon expiration of the Development Period, other parcels may be added to the properties with the consent of fifty-one percent (51.0%) of the members of the Association. If other parcels are added to the properties, the Association shall file for record a Declaration of Annexation to this Declaration legally describing the other parcels and stating that the other parcels are added to the properties and subject to the provisions of this Declaration.

SECTION 3: The voting rights of the existing Lot Owners shall be adjusted at the time other parcels are added to the properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which One (1) vote bears to the total is thus diminished. If other parcels are added prior to the expiration of the Development Period, such other parcels shall initially be managed by the Declarant subject to the provisions of Article III.

ARTICLE III

**DEVELOPMENT PERIOD, MANAGEMENT RIGHTS OF
DECLARANT DURING DEVELOPMENT**

SECTION 1: Management by Declarant. Development period shall mean that period of time from the date of recording of this Declaration until (1) Thirty (30) days following the transfer of title to purchasers of Lots representing One Hundred Percent (100%) of the total voting power of all Lot Owners including any annexed property or property under construction to be annexed; or (2) the date on which the Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to the Owners; or (3) a date not more than Thirty (30) years from the date of recording of this Declaration, whichever shall first occur. Until termination of the Development Period as aforesaid, the property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period has



terminated under the foregoing provisions, the addition of other parcels to the properties may occur only after consent of fifty-one percent (51.0%) of the members of the Association pursuant to Section Two (2), Article II above.

SECTION 2: Notice to Owners. Not less than Ten (10) nor more than Thirty (30) days prior to the termination of the Development Period voluntarily by the Declarant, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place, and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to appoint new Officers and Directors of the Association from the Owners. At this meeting, the Declarant shall appoint new Directors and Officers for the Association for an irrevocable period of One (1) year, which shall be the transition year from Declarant control to homeowners control. Notwithstanding any provision of the Articles or By-Laws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of Five (5) Lots shall constitute a quorum.

SECTION 3: Declarant may at its sole discretion, and at such time as the Declarant deems appropriate, appoint Three (3) persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, and which may include Declarant or an agent thereof, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges, and duties to manage the properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the By-Laws, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and reassume its management authority under Article III or select a new Temporary Board under this Section of Article III.

SECTION 4: So long as no Temporary Board is managing the properties or until such time as the first permanent Board is appointed, should Declarant choose not to appoint a Temporary Board, Declarant, or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties, and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to



enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

SECTION 5: These requirements and covenants are made to ensure that the properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

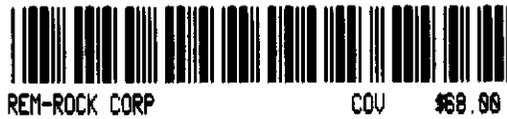
ARTICLE IV

DEED AND DEDICATION OF EASEMENTS

SECTION 1: Declarant hereby grants and conveys to the Association for the common use and enjoyment of the Association and the Owners all easements created hereby in Common Maintenance or Easement Areas for the purpose of open space enjoyment, utilities, surface water drainage control, and access, including all private roads as laid out on the Plat, reserving, however, to Declarant for the benefit of Declarant, his successors and assigns, an equal right to utilize all easements.

SECTION 2: Initial Drainage Construction. The Declarant, or any one or any entity who assumes the responsibility of the Declarant, will be responsible for the installation of streets, curbs, and sidewalks, as required by Spokane County. These features will be constructed so as to comply with any surface water drainage plan approved by Spokane County. Once so constructed, the Declarant or its assigns shall be relieved of any responsibility to reconstruct any of the surface water drainage features, or streets, or curbs or sidewalks, in the event the same are altered or damaged by the homeowners, their builders, or the Association.

SECTION 3: Compliance with Drainage Plan. All purchasers of Lots within the Plat as to those Lots and the Association as to the common and landscape areas, will be expected and obligated to comply with the above referenced surface water drainage plan, as may be approved and amended by Spokane County, when doing any earth work themselves or their contractors on their Lot or the common/landscape areas. Such Lot Owners and the Association will also be expected and obligated to take into consideration the topographical features of adjoining Lots in



performing any such earth work. Failure of any Lot Owner or the Association to comply with these provisions shall entitle the Declarant, or the Association if the Declarant so desires, to enter upon the violating Lot Owner's Lot or the common/landscape areas and make the necessary corrections, which shall be at the sole expense of the violating Lot Owner or the Association, as the case may be. All lien rights granted in this Declaration shall likewise apply to the obligations created herein.

ARTICLE V
ADMINISTRATION AND USE OF COMMON MAINTENANCE
OR EASEMENT AREAS

SECTION 1: Dumping in Common Maintenance or Easement Areas. No trash, plant or grass clippings, or other debris of any kind shall be dumped, deposited, or placed on the Common Maintenance or Easement Areas or Common Areas.

SECTION 2: Landscaping and Fencing. No structures or landscaping, of any kind, including fences, walls, or shrubs may be built or placed within any rights-of-way or easements as delineated on the Plat except as deemed appropriate by the Board or the Committee. This prohibition shall not apply to cul-de-sac planters, if any, and a median planter island, if any, at the entrance.

SECTION 3: Other Parcels. If other parcels are added to the properties, the owners of other parcels shall share in the expense of maintaining Common Maintenance or Easement Areas and Common Areas. The current owners shall likewise share in the expense of maintaining the Common Maintenance, Easement Areas, and Common Areas in the added properties.

ARTICLE VI
MAINTENANCE OF THE COMMON AREAS AND SITES:
DELEGATION OF MANAGEMENT

SECTION 1: Responsibility for Maintaining Common Maintenance or Easement Areas. The Association is responsible for maintaining and preserving the character of areas designated on the face of the Plat as Common Maintenance or Easement Areas or Common Areas. Common Maintenance or Easement Areas or Common Areas have been set aside for landscaping and community identification purposes.



SECTION 2: Repair of Common Maintenance or Easement Areas. Any damage or non-permitted changes to Common Maintenance or Easement Areas or improvements thereon, including landscaping plantings, sprinkler systems, fences, berms, etc., by the Owners or their children, or guests thereof shall be repaired within Thirty (30) days by the Owner who, or whose children or guests caused the area to be damaged. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obligated to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of Four Percent (4%) over prime and all unpaid charges shall be liens on the non-paying Owner's Lot(s), as well as personal obligations, and shall be subject to all lien foreclosure rights and procedures set forth in this Declaration.

SECTION 3: Maintenance of Landscaping. It shall be the responsibility of the Association to maintain the planter island in the cul-de-sacs, if any, within the Plat and the entryway and any other applicable Common Areas or Common Maintenance or Easement Areas, owned by Spokane County, the adjoining Lot Owners or the Association.

SECTION 4: Maintenance of Surface Water Drainage Control and "Private" Storm Drains for the Foundations Systems. It shall be the responsibility of the Association to maintain both the Surface Water Drainage Control Systems and the "Private Storm Drains for the Foundations System as described in the Maintenance Plan included herein as Appendix A, and any other applicable Common Areas or Common Maintenance or Easement Areas, owned by the adjoining Lot Owners or the Association. Each property owner is responsible for hook-ups to the foundation drain system and the Homeowners Association will maintain the system from the connection point to the ponds or final disposition.

SECTION 5: Management. Each owner expressly covenants that the Declarant, during the Development Period, the Temporary Board, or the Permanent Board may delegate all or any portion of their management authority to a Management Agent, Manager, or Officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and any portion thereof. The term of any such contract shall not exceed Three (3) years, renewable by agreement of the parties for successive Three (3) year periods or less. Each Owner is bound to observe the terms and



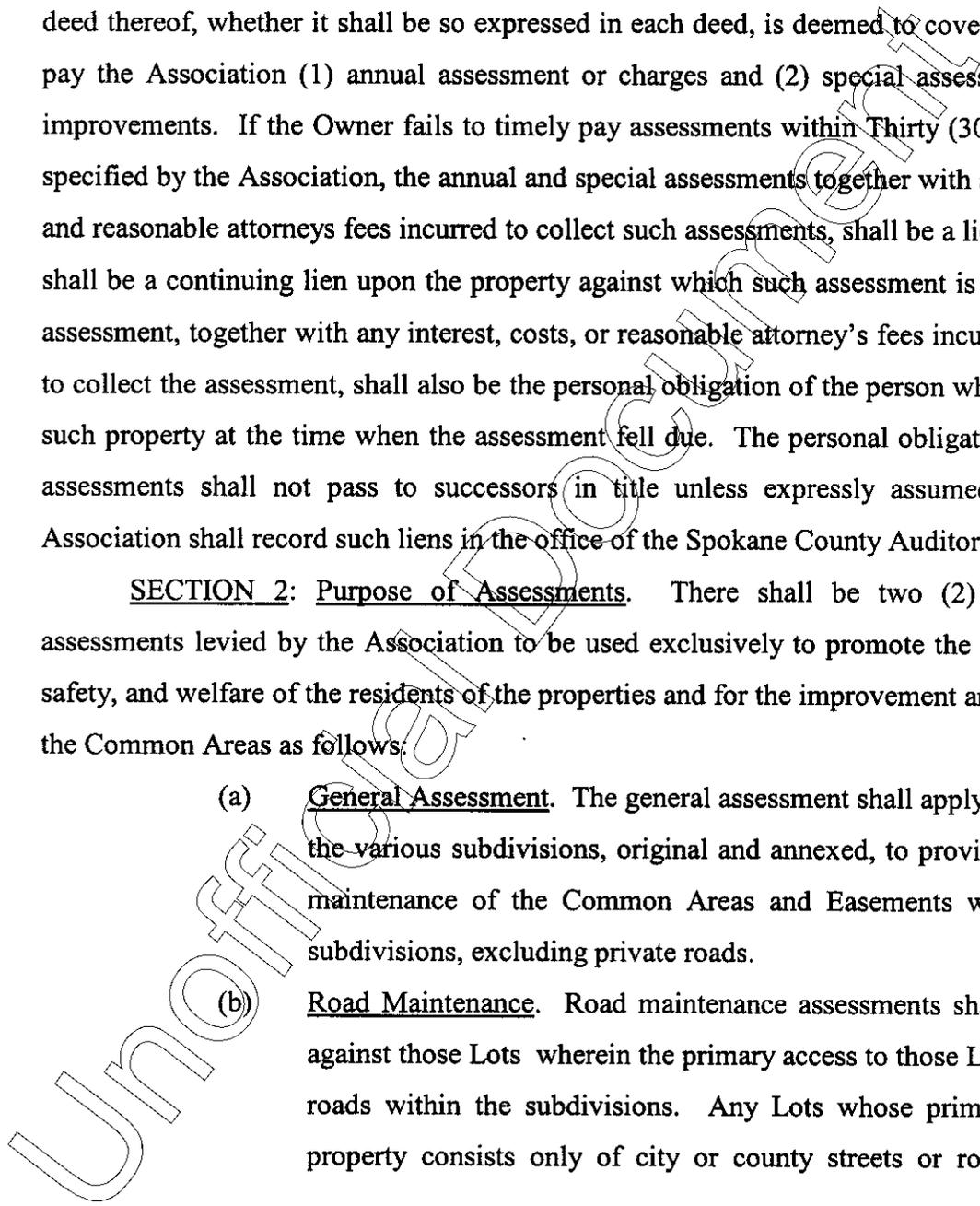
conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment, or servicing agreement shall be assessed to each Owner.

**ARTICLE VII
ASSESSMENTS**

SECTION 1: Agreement to Assessments. Each Owner of any Lot, by acceptance of a deed thereof, whether it shall be so expressed in each deed, is deemed to covenant and agrees to pay the Association (1) annual assessment or charges and (2) special assessments for capital improvements. If the Owner fails to timely pay assessments within Thirty (30) days of the date specified by the Association, the annual and special assessments together with any interest, costs, and reasonable attorneys fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs, or reasonable attorney's fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the office of the Spokane County Auditor.

SECTION 2: Purpose of Assessments. There shall be two (2) separate general assessments levied by the Association to be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and for the improvement and maintenance of the Common Areas as follows:

- (a) General Assessment. The general assessment shall apply to all Lots within the various subdivisions, original and annexed, to provide for the general maintenance of the Common Areas and Easements within the various subdivisions, excluding private roads.
- (b) Road Maintenance. Road maintenance assessments shall be levied only against those Lots wherein the primary access to those Lots are the private roads within the subdivisions. Any Lots whose primary access to the property consists only of city or county streets or roads, shall not be





obligated to the road assessment levy.

SECTION 3: Estimated Expenses. Within Thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the amount of common expenses to be paid during the ensuing year for both the general assessment and the road maintenance assessment, and shall make provision for creating, funding, and maintaining reasonable reserves for contingencies, operations, and repair, replacement, and improvement of Common Areas and facilities, and shall take into account any expected income and any surplus available from prior years operating funds. Administrative management costs shall be limited to ten percent (10.0%) of the annual budget, or as determined by the Board of Directors.

SECTION 4: Payment by Owners. Each Owner shall be obligated to pay assessments made pursuant to this Section to the Association in quarterly, semi-annual, or annual installments as billed by the Association or in such other reasonable manner as the Board shall designate, and any unpaid assessments shall bear interest at the rate of Four Percent (4%) above bank prime rate from the due date until paid. The budget may be reviewed and revised by the membership at any annual meetings, or at any special meetings called for such purposes, but if not so reviewed or if no changes made, shall be deemed approved.

SECTION 5: Commencement of Assessment. An assessment for each Lot within the subdivision shall commence to be payable upon the sale and closing of a residential home to the first Owner or consumer. Closing is the date that the title shall transfer to the consumer.

SECTION 6: Records. The Board shall cause to be kept detailed, accurate records in a form established by the Association of the receipts and expenditures of the Association specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any member at convenient hours of weekdays.

SECTION 7: Lien Indebtedness. Each levied assessment and each special assessment as hereafter defined shall be the joint and several personal debt and obligation of the Owner or Owners of the Lot for which the same are assessed at the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any owner of any Lot, plus interest at Four Percent (4%) above bank prime rate per annum and costs,



including reasonable attorney fees, shall be a lien upon such Lot. The said lien for payment of such assessment shall have priority over all other liens and encumbrances, recorded or unrecorded, and except as provided hereafter. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waving the lien securing the same.

SECTION 8: Certificate of Assessment. A certificate executed and acknowledged by the Treasurer or by the President of the Board stating the indebtedness secured by the assessment lien upon any Lot shall be conclusive upon the Board and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all such persons who relied thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer of any Lot within a reasonable time after request, in recordable form, at a reasonable fee.

SECTION 9: Foreclosure of Assessment Lien. The Declarant, or the Board on behalf of the Association, may initiate action to foreclose the lien of any assessment. In any action to foreclose the lien against any Lot for nonpayment of delinquent assessments, any judgment rendered against the Owner of such Lot in favor of the Association shall include a reasonable sum for attorneys fees, and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to the taxable costs permitted by law. An assessment lien may be foreclosed in the same manner as is provided by law for the foreclosure of a real estate mortgage.

SECTION 10: Priority of Mortgages. Notwithstanding all other provisions hereof, the liens created under this Declaration upon each Lot for the annual or special assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgage, Deed of Trust, or Real Estate Contract which were made in good faith and for value upon the Lot. Where such mortgagee, beneficiary of a Deed of Trust, or Contract Vendor, or other purchaser at foreclosure of a Lot within the subdivision obtain possession of a Lot as a result of a mortgage foreclosure, Deed of Trust sale, or Contract Forfeiture, such purchaser and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to foreclosure, but will be liable for such common expenses and assessments accruing after taking title and possession.

SECTION 11: Special Assessments. In addition to the annual assessments authorized



above, the Association may levy, in any assessment year, a common assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Maintenance or Easement Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the ascent of fifty-one percent (51.0%) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 12: Notice and Quorum for any Action Authorized under this Article. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than twenty (20) days in advance of the meeting. At the first meeting called, the presence of fifty-one percent (51.0%) of the members of the Association in person or by proxy entitled to cast fifty-one percent (51.0%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be One-Half (1/2) of the required quorum at the preceding meeting.

SECTION 13: Potential Offsite Cost Assessments. The Plat conditions as mandated by Spokane County may require additional costs. These costs, if incurred, are to be paid, equally, by the Lot Owners and if not promptly paid, the Homeowners Association may levy a specific assessment against the Lots and Owners that have not paid.

ARTICLE VIII

MAINTENANCE OF LOTS

SECTION 1: Exterior Maintenance by Owner. Each Lot and residence shall be maintained by the Owner in a neat, clean, and sightly condition at all times and shall be kept free of accumulations of liter, junk, containers, equipment, building materials, and other debris.

SECTION 2: Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the REMINGTON HILL community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's



Lot and repair, maintain, and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within Forty-Five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance, or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed One Percent (1%) of the assessed value of the Lot, or Two Percent (2%) of the costs of the improvements on that Lot, the Board shall be required to have the assent of the Two-Thirds (2/3's) of the members before undertaking such repairs.

SECTION 3: Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or any time elects to no longer perform this function, itself or through the Board, the Declarant shall appoint the Temporary Board to function as provided herein above.

ARTICLE IX

HOMEOWNERS ASSOCIATION

SECTION 1: Nonprofit Corporation. The Association shall be a nonprofit corporation under the laws of the State of Washington.

SECTION 2: Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles of Incorporation, and the By-Laws of this Association.

SECTION 3: Voting Rights. Owners, including the Declarant, shall be entitled to One (1) vote for each Lot owned. When more than One (1) person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote, but in no event, shall more than One (1) vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the



Articles of Incorporation, and the By-Laws of the Association.

SECTION 4: Meetings. Meetings shall be conducted in accord with the specifications set forth in the By-Laws of the REMINGTON HILL HOMEOWNERS ASSOCIATION.

ARTICLE X

MANAGEMENT BY BOARD

SECTION 1: Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article III, all administrative power and authority shall vest in a Board of Five (6) Directors who need not be members of the Association. The Association, by amendment of the By-Laws, may increase the number of Directors. All Board positions shall be open for election at the second annual meeting after termination of the Development Period under Article III.

SECTION 2: Terms. The terms of the Board are defined in the By-Laws.

SECTION 3: Power of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the By-Laws. The Board, for the benefit of the properties and the Lot Owners, shall enforce the provisions of the Declaration and the By-Laws. In addition to the duties and powers imposed by the By-Laws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, by way of explanation but not limitation:

- (a) **Insurance.** Obtain policies of general liability insurance.
- (b) **Legal and Accounting Services.** Obtain legal and accounting services if necessary to the administration of the Association affairs, administration of the Common Areas, or the enforcement of this Declaration.
- (c) **Maintenance.** Pay all costs of maintaining the Common Areas and Common Maintenance or Easement Areas.
- (d) **Maintenance of Lots.** If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance or Easement Areas or (2) to preserve the appearances and value of the properties or Lots. The Board



may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot for the cost of such maintenance.

- (e) Discharge of Lien. The Board may also pay an amount necessary to discharge any lien or encumbrance levied against the entire properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the properties or against Common Areas rather than merely against the interest therein of particular Owners. Where One (1) or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses including reasonable attorneys fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.
- (f) Utilities. Pay all utility charges attributable to Common Areas and Common Maintenance or Easement Areas.
- (g) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the properties.
- (h) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however that such right of contract shall be subject to Association approval.
- (i) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided, however, that such right of contract shall be subject to Association approval.
- (j) Right of Entry. Enter any Lot or residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance,



landscaping, or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or residence Twenty-Four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specifically assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

- (k) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.
- (l) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from Three (3) consecutive regular meetings of the Board.
- (m) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employee.
- (n) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance of Easement Areas.
- (o) Impose Assessments. Impose annual and special assessments.
- (p) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.
- (q) Exercise of Powers, Duties, and Authorities. Exercise for the Association



all powers, duties, and authority vested in or designated to the Association and not reserved to the membership by other provisions of the By-Laws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the By-Laws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE XI

LAND USE RESTRICTIONS

SECTION 1: Residential Use-Size. All Lots within the properties shall be used solely for site-built private single family residential purposes. No residence shall be constructed which exceeds the height allowed by the underlying zoning, inclusive of basement. Each residence must have a garage for not less than Two (2) cars. No single structure shall be altered to provide residence for more than One (1) family or that restricted by zoning code. Lots within the REMINGTON HILL 3 subdivisions shall have a minimum ground floor area of the main structure, exclusive of open porches, decks, and garages, of One Thousand Five Hundred (1,500) square feet for a One (1) story home with no basement; One Thousand Four Hundred (1,400) square feet for a One (1) story home with a basement; and multiple level homes shall have a total of no less than One Thousand Seven Hundred (1,700) square feet finished floor area, excluding basement, and including a minimum of One Thousand Hundred (1,000) square feet on the main floor area. The Architectural Control Committee may grant variances of these requirements for good cause shown, but not to exceed Fifteen Percent (15 %) of the particular requirements.

SECTION 2: Quiet Enjoyment. No Lot shall be used in a fashion which unreasonably interferes with the other Owners right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a site unreasonably interferes with those rights, such determinations shall be conclusive.

SECTION 3: Nuisances. No nuisances or offensive activity shall be conducted on any Lot or Common Areas nor shall anything be done or maintained on the properties which may be



or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the properties. No activity or condition shall be conducted or maintained on any part of the properties which detracts from the value of the properties as a residential community. No untidy condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles, and disabled vehicles of any kind whatsoever.

SECTION 4: Fences. Fences, walls, or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls, or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded.

SECTION 5: Temporary Structures/Vehicles. No structure of a temporary character or garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public right-of-ways may be used temporarily or permanently for residential purposes.

SECTION 6: Mining. No oil drilling, oil development, oil refining, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted on or in any Lot. No derrick or other structures designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

SECTION 7: Building Setbacks. The minimum front set back requirements for all residences in the Plat shall be, at the discretion of the Declarant or the Architectural Control Committee. Side yard set back requirement shall be established in accord with relevant public zoning ordinances. All setbacks shall also comply with the approved plan for this subdivision. No dwelling shall be located on any Lot nearer than county zoning code dictates.

SECTION 8: Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except One (1) sign not to exceed Five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. Larger signs also may be used by the Declarant or a builder to advertise the property during the construction and sale period. Political yard signs, not more than Five (5) square feet of a temporary nature will be allowed during campaign periods on Lots. Within Five (5) days after the occurrence of the election, such



signs must be removed from Lots. The Board may cause any sign placed on properties in violation of this provision to be removed and destroyed with the cost thereof to be assessed to that Lot Owner.

SECTION 9: Animals. No animals other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on Lots.

SECTION 10: Delegation of Use and Responsibilities. Any Owner may delegate, in accordance with the By-Laws of REMINGTON HILL HOMEOWNERS ASSOCIATION, his right of enjoyment of Common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an Owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that have been adopted by the Association shall be made available by the Owner to the perspective renter at the time of commitment to the rental contract. Each owner shall also be responsible for informing guests and service personnel of the contents of this Declaration and any rules and regulations that may be adopted by the Association as they relate to the appropriate community behavior.

ARTICLE XII

BUILDING RESTRICTIONS

SECTION 1: Building Materials. All homes constructed on each Lot shall be built of new materials with the exception of decor items such as used brick, weathered planking, and similar items, including any landscape timbers. All roofs shall have a Class "B" or better fire resistant rating. All plans and building materials must be approved in writing by the Architectural Control Committee prior to construction.

SECTION 2: Construction Clean Up. At all times during construction of a home or other building on a Lot, the Lot Owner shall see that construction debris is promptly removed from the Lot within Fourteen (14) days of completion of that aspect of construction, i.e., for example, when framing is completed, the framing debris shall be removed within Fourteen (14) days of completion of framing. In the event that any Lot Owner, or agent thereof, shall fail to comply with this Section, the Declarant or the Association, if delegated to the Association by the Declarant, may contract for removal of said debris and the applicable Lot and Lot Owner shall be responsible for all costs incurred to remove said debris, including all legal fees incurred to collect



said amounts. Unpaid costs shall be a lien on the Lot, as well, and be forecloseable as set forth in this Declaration. At no time shall any Lot Owner or agent thereof cause any construction debris to be placed on any other Lot Owner's Lot, without immediate removal thereof.

SECTION 3: Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the property without the Owner first obtaining a building permit and other necessary permits from the proper local government authority and written approval of such permits from the Board, Committee, or Declarant. The Committee must approve the plans for all construction or alteration proposals.

SECTION 4: Codes. All construction shall conform to the requirements of the State of Washington Rules and Regulations of Installing Electric Wires and Equipment and Uniform Codes (building, mechanical, and plumbing), in force at the commencement of the construction, including the latest revisions thereof.

SECTION 5: Time of Completion. The exterior of any structure, including painting or other suitable finish and initial landscaping of front and side yards, shall be completed within Twelve (12) months of the beginning of construction so as to present a finished appearance when viewed from any curbside angle, unless approved by the Committee. The construction area shall be kept reasonably clean during the construction period.

SECTION 6: Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

ARTICLE XIII

UTILITIES

SECTION 1: Wiring. The wiring of accessory buildings of any kind shall be underground.

SECTION 2: Street Lights. The Declarant and/or utility company may install the necessary street lights in the project. If necessary, the cost of maintenance, repair, and usage of the street lights shall be the responsibility of the Homeowners Association, with said costs to be passed on as other Common Area expenses, or shall be billed direct by the utility providers as part of each Lot's monthly fee.



ARTICLE XIV

ARCHITECTURAL CONTROL

SECTION 1: Architectural Control Committee ("Committee"). Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than Three (3) and not more than Five (5) members.

During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function, or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within One (1) month of the appointment of the Board following the termination of the Development Period.

SECTION 2: Jurisdiction and Purpose. The Committee or the Declarant shall review proposed plans, plot plans, and specifications for the residences, accessory structures.

SECTION 3: Landscaping. In addition to all other provisions regarding landscaping on individual Lots as is stated elsewhere herein, the following provisions shall apply:

- (a) At the time each home is to be constructed, the builder and/or Owner shall submit a landscaping plan or description stating the details of the landscaping contemplated to the Architectural Control Committee.
- (b) All homes must have complete front and side yards landscaped prior to the occupancy of any dwelling, provided weather conditions do not prohibit the completion of landscaping, or as agreed upon by the Architectural Committee.

SECTION 4: Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obligated to fill a vacancy on the Committee unless the membership of the Committee numbers less than Three (3) persons, except during the time the Board and Committee are controlled by the Declarant, as



specified in this Declaration.

SECTION 5: Designation of a Representative. The Committee may unanimously designate One (1) or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

SECTION 6: Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions, and the Association shall indemnify and hold all Committee members harmless from any liability arising from serving on the Committee and fulfilling Committee functions.

SECTION 7: Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

SECTION 8: Voting. Committee decisions shall be determined by a majority of the members of the Committee.

SECTION 9: Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted in duplicate. The written submission shall contain the names and addresses of the Owners submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structures:

- (a) The location of the structure;
- (b) The elevation of the structure with reference to the existing and finished Lot grade, as well as curb;
- (c) Plot plan showing location of the building, building sizes, and set backs from the Lot boundaries;
- (d) The general design;
- (e) The interior layout;
- (f) The exterior finish materials and color, including roof materials;
- (g) The landscape plan or description; and
- (h) Other information which may be required in order to determine whether



the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposal.

SECTION 10: Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals.

SECTION 11: Approval Procedures. Within Fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to is aesthetic standards. The Committee shall indicate its approval or disapproval on One (1) of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications.

SECTION 12: Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring the plans and specifications which it reviews comply with local building and code requirements. The Committee shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person, nor the Declarant on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans and specifications which are approved by the Committee nor shall any member of the Committee or any persons acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to the plans and specifications approved by the Committee.

SECTION 13: Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not, in the Committee's sole opinion (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall



not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variations would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances, and at the discretion of the Committee.

SECTION 14: Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorney fees, expert witness fees, and other costs incurred in connection with such legal action or appeal (see Article XV, Section 4).

**ARTICLE XV
GENERAL PROVISIONS**

SECTION 1: Covenants Running With the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of Fifteen (15) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of five (5) years.

SECTION 2: Amendment. This Declaration and the By-Laws may be amended during the initial Fifteen (15) year period if Sixty percent (60%) of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Spokane County Auditor.

SECTION 3: Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

SECTION 4: Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provisions of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorney's fees incurred. If the Owner fails to pay such fees within Sixty (60) days, such fees shall become a lien against the Owner's Lot.

In any legal action commenced in order to enforce the provisions of this Declaration, the



prevailing party shall be entitled to recover all reasonable attorney's fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

SECTION 5: Successors and Assigns. The covenants, restrictions, and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

SECTION 6: Severability. The invalidity of any One (1) or more phases, clauses, sentences, paragraphs, or sections hereof shall not affect the remaining portions of the Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs, or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph, or sections had not been inserted.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals effective as of the day and year appearing in each of their individual acknowledgments below.

REM-ROCK CORP.

Property Owned: _____

By: _____
President

STATE OF WASHINGTON)

) ss.

County of Spokane

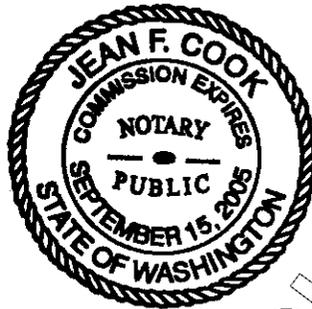
On this 21 day of July, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES R FOX, to me known to be the President of REM ROCK CORP., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said

Corporation.

Given under my hand and official seal the day and year last above written.

Jean F Cook

NOTARY PUBLIC in and for the State of
Washington, residing at Spokane. My
Commission Expires: 9-15-05



Revised : July 21, 2005

Unofficial Document

Appendix A Maintenance Plan

for the Drainage Control System at Remington Hill

Updated May 2005 to include improvements at Remington Hill 3rd Addition

(Note: This supercedes the April 2001 version that was prepared for Remington Hill 2nd Addition)

Owners of homes and/or lots within Remington Hill 3rd Addition will become members of The Estates At Remington Hill Homeowners' Association, along with the owners of homes and/or lots within Short Plat 1163-97, Short Plat 1164-97, Short Plat 1165-97, and Remington Hill 2nd Addition P.U.D. The surface water drainage facilities located within Remington Hill and (future) Timberlane Terrace are for the use of the members of The Estates At Remington Hill Homeowners' Association on an equal basis, subject to the provisions promulgated by the Association in the *Declaration of Covenants, Conditions and Restrictions of The Estates at Remington Hill*. It shall be the responsibility of the Association to inspect and maintain the stormwater drainage system serving the included properties as per the maintenance schedule outlined herein.

Note that the drainage facilities located along Man o' War Court in Remington Hill 1st Addition are excluded from this maintenance plan, as Man o' War Court is a public road up to the point where Man o' War Lane and Secretariat Lane begin, so the drainage facilities along Man o' War Court are to be maintained by Spokane County.

Facilities Inventory:

The plats listed above contain the following stormwater drainage facilities to date (existing or designed as of date in footer, below):

	Catch Basins and Inlets	Access Manholes	Pipe, LF ¹ (approx.)	Ponding Areas
SP 1163-97, 1164-97, 1165-97	8	3	1,554	1 ²
Remington Hill 2 nd Addition PUD	14	0	1,220	0 ³
Remington Hill 3 rd Addition PUD	7	2	701 ⁴	1 ⁵
Timberlane Terrace subdivision ⁶	6 ⁷	7 ⁸	1,713 ⁹	1 ¹⁰
Totals	35 CBs	12 MHs	5,188 LF	3 Pond Areas

- Footnotes:
1. Excludes groundwater collection and conveyance systems, and pond subdrains.
 2. "Interim Pond," located west of Secretariat Lane in Timberlane Terrace.
 3. Remington Hill 2nd Addition drains to the Interim Pond via Storm System A.
 4. Includes pipes P-1 through P-8, as shown on the Rem. Hill 3rd Drainage Plan.
 5. "RH3 Treatment Pond" (a permanent two-level stormwater treatment system).
 6. Storm System C constructed through future subdivision for use by Remington Hill 3rd.
 7. Includes catch basins CB-8 through CB-13, as shown on the *Storm System C* map sheet.
 8. Includes storm manholes MH-3 through MH-9, as shown on the *Storm System C* map.
 9. Includes pipes P-9 through P-21, as shown on the *Storm System C* map sheet.
 10. "Limerick Pond" (a permanent stormwater detention facility) including the temporary RH3 Evaporation Pond adjacent to Limerick Pond.



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Maintenance Plan - *continued*

Maintenance of Drainage Facilities:

Maintenance procedures for the stormwater drainage facilities are described on the following pages. Refer to the *Drainage Plan* map sheets for the locations of the drainage facilities.

- Catch Basin Grates

Catch basin grates must be kept clear of debris such as leaves, pine needles, litter and sediment. Grates should be visually inspected weekly, with extra emphasis in the spring (due to debris and sediment from winter) and autumn (due to the prevalence of organic debris such as leaves). In the winter, grates must be kept clear of snow and ice to permit inflow of meltwater.

Catch basin grates can be cleared of debris with a shovel, with no special equipment or expertise required. The area surrounding the grate must also be kept clear to prevent blockage of flow into the grate. Remove any weeds or other vegetation growing across and blocking the grate openings or the flow path to the grate.

The grate shall be replaced if it is missing or has any broken members (or openings wider than 1"). The grate should sit flush within the frame; any separation of $\frac{3}{4}$ " or greater should be adjusted or repaired.

- Catch Basins

Remove grate and inspect catch basin for sediment or debris buildup twice per year (e.g. in the spring and autumn). Sediment and debris must be removed before buildup reaches the invert of the lowest pipe into or out of the catch basin.

Check annually for structural damage to the frame, top slab, walls or bottom of the catch basin. The frame should sit flush on the top slab. Any separation of $\frac{3}{4}$ " or greater should be adjusted and repaired. The top slab and the walls and floor of the catch basin should be free of cracks, to maintain structural integrity and to assure that flows stay contained and sediments are kept out. The catch basin should be replaced or repaired to design standards if it has settled more than 1" or has rotated more than 2" out of alignment.

Repairs should be made to cracks as follows:

- any cracks wider than $\frac{1}{4}$ " in the top slab
- any cracks wider than $\frac{1}{2}$ " and longer than 3 feet in the catch basin walls or floor
- any cracks wider than $\frac{1}{2}$ " and longer than 1 foot at the joint of any inlet or outlet pipe
- if there is any evidence of sediment entering through a crack

If the maintenance person judges the structure is unsound due to cracks or any other problem, the catch basin should be replaced or repaired to design standards. The life expectancy of catch basins is at least that of the roadway, which is generally 20 years.

Appendix A Maintenance Plan

for the Drainage Control System at Remington Hill

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Maintenance Plan - *continued*

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The grate shall be replaced if it is missing or has any broken members (or openings wider than 1"). The grate should sit flush within the frame; any separation of 3/4" or greater should be adjusted or repaired.

- Catch Basins

Remove grate and inspect catch basin for sediment or debris buildup twice per year (e.g. in the spring and autumn). Sediment and debris must be removed before buildup reaches the invert of the lowest pipe into or out of the catch basin.

Check annually for structural damage to the frame, top slab, walls or bottom of the catch basin. The frame should sit flush on the top slab. Any separation of 3/4" or greater should be adjusted and repaired. The top slab and the walls and floor of the catch basin should be free of cracks, to maintain structural integrity and to assure that flows stay contained and sediments are kept out. The catch basin should be replaced or repaired to design standards if it has settled more than 1" or has rotated more than 2" out of alignment.

Repairs should be made to cracks as follows:

- any cracks wider than 1/4" in the top slab
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- any cracks wider than 1/2" and longer than 1 foot at the joint of any inlet or outlet pipe
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If the maintenance person judges the structure is unsound due to cracks or any other problem, the catch basin should be replaced or repaired to design standards. The life expectancy of catch basins is at least that of the roadway, which is generally 20 years.

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Maintenance Plan - *continued*

- Access Manholes

Three storm sewer access manholes (without inflow grates) are provided at angle points in Storm Sewer System A in Secretariat Lane, four access manholes are provided in Storm Sewer System C northwest of the west end of Whirlaway Lane, and seven access manholes are provided in Storm Sewer System C within future Timberlane Terrace subdivision (as presently designed). These access manholes are for vactoring of the pipe (if necessary due to sediment buildup) or for flow monitoring (which is not a specific requirement of the Association). Visually check the access lids monthly to be sure they are not missing and to ensure they sit flush in position within the manhole rim. Any separation of $\frac{3}{4}$ " or greater should be adjusted or repaired. Remove lids annually and check to be sure flow is not obstructed, and to examine for structural damage. Repair cracks as detailed above for catch basins.

- Pipes and other Conveyance Systems

1. Pipes shall be cleared of accumulated sediment or debris that exceeds 20% of the diameter of the pipe. Any vegetation that reduces the free movement of water through the pipe shall be removed. Inspect pipes annually (where possible) for any damage or deformation, and repair or replace pipe as necessary to maintain flow characteristics. Repair or replace pipes having any dent or deformation that reduces the cross-sectional area of the pipe by more than 20%. Maintain sufficient cover over pipes to provide protection from structural damage.

2. Open ditches, berms, culverts and other surface drainageways (e.g. near the Interim Pond) shall be kept clear of trash and debris. Inspect ditches, berms and culverts monthly, remove accumulated sediment that exceeds 20% of the design depth, and regrade as necessary so that the ditch, berm or culvert matches design specifications and retains full functionality. Any vegetation that reduces the free movement of water through a drainageway shall be removed. Inspect ditches for erosion damage, especially after storms, and repair or regrade drainageways as necessary to maintain flow characteristics and design specifications.

3. Rock rip rap or channel linings should be inspected monthly and after large storms for any missing or misplaced rocks, and replaced or repaired as necessary. Soil should not be visible beneath the rock lining.

- Ponding Areas

1. "Interim Pond"

The Interim Pond is an existing temporary facility located immediately west of the west boundary of Short Plat 1164-97 (i.e. west of the west end of Secretariat Lane) in Timberlane Terrace. Runoff water from Short Plats 1163-97, 1164-97 and 1165-97 and from Remington Hill 2nd Addition reaches the Interim Pond via the storm sewer pipe system (referred to as "Storm Sewer System A") in Secretariat Lane, which was extended to the southeast portions of Whirlaway Lane and Man o'War Lane during the development of Remington Hill 2nd Addition.

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Maintenance Plan - *continued*

1. "Interim Pond" - *continued*

The Interim Pond provides two functions: water quality treatment, which occurs via settling and bioinfiltration, and disposal via infiltration, evaporation, and surface overflow. The overflow function is regulated to approximate pre-development flow rates by detention within the pond and controlled outflow through a weir. The interim pond should require only minimal attention to maintain it in condition. The dryland grass mixture lining the interim pond shall be kept at less than 24" in height, and any noxious weeds shall be removed. Any accumulation of sediments, debris or oils (especially near the interim storm sewer outlet) should be removed.

Visually inspect monthly to watch for signs of erosion or other degradation of the pond, its side slopes, or the maintenance access road around the pond. Rock rip rap at the outlet weir should be inspected monthly and after large storms for any missing or misplaced rocks, and repaired as necessary. Soil should not be visible beneath the rock rip rap. Watch for erosion of the access road, especially in ditches and at culverts, and repair as necessary to maintain road integrity.

Design Life: The Interim Pond is so-named because it is proposed to ultimately be replaced with a permanent swale system (the "Stepped Swales") for water quality treatment and disposal. The Stepped Swales will be located just east of, and draining into, the Spring Alcove Wetlands in the southern portion of Timberlane Terrace as that subdivision is developed. Storm System A is proposed to be extended to the south and west, terminating at the upper portion of the Stepped Swales. Replacement cost is unknown, since the extension of the storm sewer and the permanent swale system have not been designed beyond the initial concept.

2. "RH3 Treatment Pond"

RH3 Treatment Pond is a permanent two-level facility located within Tract A at the northwest corner of Remington Hill 3rd Addition. Runoff water from Remington Hill 3rd Addition and from the undeveloped hillside above the plat to the northeast reaches RH3 Treatment Pond via Storm Sewer System C, which begins in the west portion of Whirlaway Lane. RH3 Treatment Pond, which is actually consists of two ponds in series, provides for water quality treatment to collected stormwater runoff via settling and bioinfiltration. Each level has a subdrain system, which collects infiltrated water and conveys it to a catch basin within each pond level. Each of the catch basins has an overflow grate, to divert excess water to the outflow pipe. From the lower level catch basin, water flows via the pipes of "lower" Storm Sewer System C to Limerick Pond in future Timberlane Terrace for detention and disposal.

The pond should require very little attention to maintain it in condition. The dryland grass mixture lining the treatment ponds shall be kept at less than 24" in height, with reseeding of bare areas as needed, and any noxious weeds shall be removed. Any accumulation of sediments, debris or oils (especially near the storm sewer outlet) should be removed.

Visually inspect monthly to watch for signs of erosion or other degradation of the pond, its side slopes, the rocks providing slope stabilization, or the maintenance access road serving the pond. Watch for erosion of the access road, and repair as necessary to maintain road integrity.

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Maintenance Plan - *continued*

3. "Limerick Pond" and temporary RH3 Evaporation Pond

Limerick Pond is a permanent stormwater detention facility, located in future Timberlane Terrace subdivision at the south side of the intersection of Limerick Drive and Sonora Drive. Collected stormwater that has been treated for water quality improvement exits from RH3 Treatment Pond via Storm Sewer System C, which discharges into the RH3 Evaporation Pond, with an outflow weir into the Limerick Pond. The RH3 Evaporation Pond controls excess runoff water volumes from Remington Hill 3rd Addition, until a permanent stormwater disposal facility is constructed near Timberlane Drive. Water outflows from the evaporation pond via a weir at 2.4 feet depth to the Limerick Pond, where runoff water flow rates are attenuated to pre-development rates before being released. Water collected in Limerick Pond is released onto the ground surface in the existing drainage gully just west of the ponding area as a temporary disposal system, until the permanent stormwater disposal facility is constructed. Limerick Pond provides for disposal of collected stormwater runoff by allowing outflow at a computed maximum rate through an outlet structure and pipes. The outflow function is designed to approximate pre-development flow rates by detention of excess water (due to post-development conditions) within the pond. Outflow water passing through the outlet piping flows over rock rip rap to protect the outfall and spread-out the flow, and disposal on the ground surface occurs via infiltration, evaporation, and dissipation.

The ponds should require only minimal attention to maintain it in condition. The dryland grass mixture lining the pond shall be kept at less than 24" in height, with reseeding of bare areas as needed, and any noxious weeds shall be removed. Any accumulation of sediments, debris or oils should be removed, especially near the storm sewer outlet.

Visually inspect monthly to watch for signs of erosion or other degradation of the pond, its side slopes, the evaporation pond weir and spillway, or the maintenance access road serving the ponds. Watch for erosion of the access road along its entire length, especially in ditches and at culverts, and repair as necessary to maintain road integrity.

Rock rip rap at the pond outlets should be inspected monthly and after large storms for any missing or misplaced rocks, and repaired as necessary. Soil should not be visible beneath the rock rip rap.

• Groundwater Collection & Conveyance System

Each home will have a foundation drain with a pipe draining toward Whirlway Lane or on Lots 5, 6, 7, and 8 they will drain toward their south property line and then west to SDMH-6 storm drain system in future Conklin Drive

The Homeowner Association, will maintain the system's cleanout and necessary pipe needed to connect into the catch basins.

Cleanouts must be visible so that they can be inspected at least one time a year in the spring. Pipes shall be cleared of accumulated sediment or debris that exceeds 20% of the diameter of the pipe. Inspect pipes annually (where possible) for any damage or deformation, and repair or replace pipe as necessary to maintain flow characteristics. Cost has been included in Miscellaneous Facilities.)

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Sinking Fund for Annual Costs

for the Drainage Control System at Remington Hill

Updated May 2005 to include improvements at Remington Hill 3rd Addition

(Note: This supercedes the April 2001 version that was prepared for Remington Hill 2nd Addition)

The following are assumptions, estimates and recommendations for providing annual set-aside funds for annual maintenance costs and future replacement costs in the form of a sinking fund for the portions of the drainage system that may need replacement or major renovation within the next 20 years. The sinking fund is an approximation of the replacement costs of the primary drainage facilities that are the responsibility of The Estates At Remington Hill Homeowners' Association.

The fund reserve amount is computed with consideration for probable inflation over the life of the materials, structures, and facilities, and includes a summary of the amount of money to be set aside annually for the fund and the annual charge per lot to equal the annual set-aside.

Note that the sinking fund calculations are only an estimate, using approximated values. The Homeowners' Association should use these computations as a guide, and modify them as needed to more accurately reflect actual costs.

Assumptions:

1. The drainage facilities are constructed properly, as per the approved plans and details.
2. Inspection and minor maintenance & repairs (e.g. removing debris) performed by Association members/volunteers; labor charge = zero or minimal
3. Catch basins will be cleaned-out by hired vector truck, once per year
4. Roadway life = 20 years
5. Catch Basin life = greater than roadway = 20 years or more
6. Access Manhole life = 20 years or more
7. Pipes: assume 50% replacement of pipes in 20 years
8. Interim Pond, RH3 Treatment Ponds, RH3 Evaporation Pond and Limerick Detention Pond to need reseeding every 5 years (Note: Interim Pond and RH3 Evaporation Pond are temporary facilities, and will be eliminated when permanent facilities are constructed in Timberlane Terrace during a future phase of development).

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Sinking Fund for Annual Costs – *continued*

Estimated Operation & Maintenance Costs:

Operation cost of the surface runoff drainage facilities is essentially zero, as there are no electric or fuel-driven pumps or other devices specified for the system. Maintenance items, as detailed in the *Maintenance Plan*, include the following:

- **Ponding Areas** (3 total; the two-level RH3 Treatment Pond is counted as one ponding area, as are the RH3 Evaporation Pond and adjacent Limerick Detention Pond):
 Removal of sediment/debris, inspection/repair of rock rip rap/slope stabilization, reseeding.
 Approximate annual maintenance cost: \$ 300 per ponding area, plus reseeding (dryland mixture) @ \$ 1,000 per ponding area per 5-year cycle = \$ 200/year per pond.
 Total approximate annual cost: 3 Ponds at (\$ 300 + \$ 200) = 3 x \$ 500 = \$ 1,500.
- **Catch Basins** (35 total):
 Clearing grates, removing vegetation, repairing (grouting) cracks at approximate annual cost of \$ 20 per catch basin, plus vactoring once per year at approximately \$ 50 per catch basin;
 Total approximate annual cost: 35 Catch Basins at (\$ 20 + \$ 50) = 35 x \$ 70 = \$ 2,450.
- **Access Manholes** (12 total):
 Checking and repairing (grouting) cracks at approximate annual cost of \$ 20 per manhole;
 Total approximate annual cost: 12 Manholes at \$ 25 = \$ 300.
- **Pipes** (approximately 5,188 lineal feet):
 Manually clearing pipe ends of sediment/debris, removal of vegetation, repair/replacement of damaged pipe, repairing/grouting at pipe ends;
 Total approximate annual cost: 5,188 LF at \$ 0.10 per LF = \$ 520.
- **Surface Drainageways** (berms, ditches, rip rap, etc., especially at the 3 ponding areas):
 Clear trash & debris, remove sediment & regrade, remove vegetation, repair erosion damage;
 Total approximate annual cost: 3 ponding areas at \$ 100 each = \$ 300.
- **Miscellaneous Facilities:**
 Checking, maintaining and repairing various features such as maintenance access roads, groundwater collection & conveyance system, and RH3 Treatment Pond subdrain system;
 Total approximate annual cost = \$ 150.

Total Approximate Annual Operation & Maintenance Costs:

(\$1,500 + \$2,450 + \$300 + \$520 + \$300 + \$150) = approximately \$ 5,220 per year

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Sinking Fund Reserve Account
Calculations for Operation & Maintenance Costs plus Replacement Costs

<u>Symbol</u>	<u>Factor</u>	<u>Cost</u>
OM	Annual Operation and Maintenance costs	\$ 5,220
PV ₁	Present Value of Storm Sewer System A, Original portion, in Secretariat Lane (as per bid by Eller Corp. for initial construction)	\$ 53,961
PV ₂	Present Value of Storm Sewer System A, newer portion, in Remington Hill 2 nd Addition (approximated)	\$ 30,000
PV ₃	Present Value of Storm Sewer System C, proposed portion for Remington Hill 3 rd Addition (approximated)	\$ 50,000
PV ₄	Present Value of Storm Sewer System C, proposed portion for Timberlane Terrace (approximated)	\$ 65,000
PV	Total Assumed Present Value (rounded up)	\$200,000
PV/5	Assume 20% replacement of system in 20 years ¹	\$ 40,000
FV	Future Value of system to replace in 20 years ² assuming inflation = 4%, $FV = PV/5(2.1911)$	\$ 87,644
A	Annual Set-aside for future replacement costs assume conservative investment, interest = 5% ³ [@ 5% and n = 20, $A/F = 0.08024$; $A = FV (A/F)$]	\$ 7,033
Total Annual Charge = Annual O&M Costs + Annual Set-aside = OM + A =		\$ 12,253
Total Annual Charge per Lot ⁴ = (OM + A) / 44 =		\$ 280

- Footnotes:
1. Catch basins and access manholes should generally have a useful life of 20 years or more, especially considering the relatively light traffic loads expected in this location. The HDPE pipe specified in plans for the storm sewer system has a Design Life of 50+ years (Hancor, Inc.: *Drainage Handbook*, p. 5-6).
 2. The inflation rate over the past few years has been approximately 4%.
 3. Interest rates are presently relatively low, with money market rates below 5%.
 4. 13 lots in Phase "A" short plats, plus 19 lots in Remington Hill 2nd Addition, plus 12 lots in Remington Hill 3rd Addition = 44 lots total

NOTE: These figures are only a preliminary estimate, and are intended to serve as an initial approximation.