



WHEN RECORDED RETURN TO:

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Document Title: Declaration of Covenants, Conditions, Restrictions and Reservations for The Meadows - Phase I, a Planned Unit Development  
Declarant: The Meadows, LLC, an Alaskan limited liability company  
Legal Description: Ptn. E 1/2 NW 1/4 24-39N-1E See pg. 37  
Assessor's Tax Parcel ID#: 390124 264438 0000, 390124 228456 0000, and 390124 204332 0000

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS  
FOR THE MEADOWS - PHASE I, A PLANNED UNIT DEVELOPMENT**

**A. RECITALS**

1. The undersigned Declarant is the Owner in fee simple of the real property located in the County of Whatcom, State of Washington legally described on attached **Exhibit "A."** The real property legally described on attached **Exhibit "B"** is a portion of the real property described on attached Exhibit "A" and is the initial phase (Phase I) of The Meadows that is being created with the recording of this Declaration (hereinafter referred to as the "Property" or "Subdivision"). The Property/Subdivision may be expanded as Phases are added, pursuant to this Declaration. The Property initially includes only Phase I upon this recording. The Property/Subdivision may be expanded as Future Phases are added pursuant to this Declaration.

2. Declarant desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance and enhancement of the Subdivision and to provide for the formation of a community association in the form of a nonprofit corporation, which includes as its members those persons who own any Lot within the Subdivision.

3. The restrictions on design and development are not intended to prevent or impair innovative or creative design. The restrictions are intended to require uniform quality with flexible design.

4. The Meadows was approved as a planned unit development and proposed to be developed in three (3) phases on the real property legally described on attached Exhibit "A." The first phase is being created with the recording of this Declaration on the Property (legally described on attached Exhibit "B"). The remaining real property not included in the initial

Phase is defined below as Future Phases of The Meadows, which real property is contiguous to Phase I and legally described on **Exhibit "C."** The Subdivision will grow when real property becomes a part of the Plat of The Meadows upon final approval of the Future Phases. The Declarant makes provision for the joinder of the Future Phases of The Meadows and future owner of Lots within the Future Phases of The Meadows into the community association to be formed amongst the owners of Lots within the Subdivision. A Declaration or Declaration Amendment will be filed, bringing any Future Phases of the Meadows into the Subdivision. The Declarant may modify or add additional restrictions as part of bringing on additional phases.

## **B. DECLARATION**

The Declarant has submitted the Property to the provisions of the City of Ferndale Planned Unit Development and Subdivision Code and has thus created from the Property Phase I of a subdivision known as "The Meadows." The Property is controlled by The Meadows Ferndale Homeowners Association (the "Association"), and shall be subject to this Declaration when recorded with the Auditor of Whatcom County, Washington. Simultaneous with the recording of this Declaration, the Declarant recorded a subdivision plat map showing the location and dimensions of the Lots and/or tracts and Common Areas within the Subdivision, together with other necessary information; this subdivision plat map is hereinafter referred to as the "Subdivision Plat" or "Plat." The Subdivision Plat is recorded at Whatcom County Auditor's File No. 2016-0603566

The Declarant hereby certifies and declares that the following covenants, conditions, restrictions and reservations shall endure and be binding upon the respective Owners of each Lot or parcel within the Subdivision, and the Declarant further declares that all of the Property within the Subdivision described herein or added hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions and reservations for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every part thereof. All of the following covenants, conditions, restrictions and reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

The Declarant proposes to develop the Property, including the Future Phases of The Meadows, in three (3) Phases. The first phase is shown on the Subdivision Plat as Phase I and consists of fifty-seven (57) Lots. The remaining two phases are located on areas described as Phase II and Phase III on the Subdivision Plat. The Declarant expects to expand the Subdivision to a total of one hundred fifty-seven (157) Lots by adding Phase II and Phase III, but is not required to add all or any portion of Phase II and/or Phase III to the Subdivision or to construct thereon any Improvements of any nature whatsoever. When the Declarant elects to expand the Property, it will do so by recording a Declaration or Amendment to this Declaration adding a phase signed by the Declarant only, which specifies the Phase and real property being added to the Subdivision. Upon the recording of such a Declaration, the portion of the Future Phase Property shall be merged into and become part of the Subdivision/Property as a single, unified Property, and this Declaration, the Articles, Bylaws, Design Guidelines, and rules and

regulations of The Meadows and the Association shall immediately become applicable to such phases added. The Declarant, in the Declarant's sole discretion, may modify, add, or provide or provide for different covenants, conditions, restrictions and reservations as part of the adding of additional phases. This is necessary because the Common Areas and other aspects of The Meadows will change or have additions thereto that are not a part of the initial phase.

When (and if) the Property is expanded to add Future Phases, any easements or Common Areas and/or other Tracts will be for the enjoyment of the entire Property as expanded and all of the Lot Owners and the Property shall share in the subsequent expenses of maintaining, repairing, and replacing it as may be necessary.

If Declarant does not add the entirety of the Future Phases property to the Property, the Property as established by recorded plats and Declarations shall constitute a complete, fully operational development and any parcel of land not encompassed within the Property may be used for any lawful purpose that is allowed by the zoning and other applicable land use laws and regulations.

## **1. LAND CLASSIFICATION AND DEFINITIONS**

The following words and classifications of land shall have the following meanings under this Declaration:

**1.1 Lot:** Each separate parcel of real property within the boundaries of the Subdivision identified by Arabic numerals and designated for the location and construction of a single-family residence. If any Future Phase property is hereafter added to and made subject to this Declaration, the Lots contained therein shall be considered Lots as defined in this definition.

**1.2 Tract:** Any parcel of real property within the boundaries of the Subdivision not consisting of a Lot.

**1.3 Plat:** The Plat of The Meadows recorded in the records of Whatcom County at Auditor's File No. 2016-0603566. The words "Plat" and "Subdivision Plat" are used interchangeable herein.

**1.3 Person:** Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

**1.4 Owner:** Any person, including Declarant, holding either fee title or a vendee's interest under a real estate contract as shown by the records of the Auditor of Whatcom County, Washington, in a Lot. The term Lot Owner excludes those having an interest in any Lot merely as security for the performance of an obligation.

**1.5 Declarant:** The Meadows, LLC, an Alaskan limited liability company, together with any successors in interest or assigns thereto. Declarant may freely assign its status as

Declarant. Any owner of the subsequent Phase Property shall be considered a Declarant and may exercise all rights herein reserved to Declarant to add Future Phases to the Subdivision.

**1.6 Common Areas:** Real property owned by the Declarant, which shall hereafter be transferred to the Association or otherwise dedicated on the face of the Subdivision Plat for common use, benefit and enjoyment by the Lot Owners and members of the Association, along with any other real property owned by the Association or for which the Association has maintenance responsibilities under this Declaration. The parcels identified as Tracts A, B, C, D, E, G, H, and I on the face of the Subdivision Plat are transferred or dedicated as a part of creation of the Subdivision. The Declarant may add to the Common Areas as a part of the addition of Future Phases of The Meadows. The Common Areas are further defined and described in Section 2 below.

**1.7 Improvements:** Improvements shall mean and include all buildings, structures and appurtenances thereto of every kind, constructed or located in The Meadows, whether above or below the land surface, including without limitation, any residences, buildings, out-buildings, brick monuments, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs, trails, boardwalks, wetland mitigation, and any other structure or landscaping.

**1.8 Resident:** Each person lawfully residing on or in any Lot; and members of the immediate family of each such person actually living in the same household with such person.

**1.9 Board:** The Board of Directors or other governing body designated for the Association.

**1.10 Association:** The community association of all Owners, as more fully described in Section 6 hereof, which is being created concurrent with the execution hereof in the form of a Washington nonprofit corporation.

**1.11 Future Phases:** The real property legally described and designated "Future Phases" on Exhibit "C", which is attached hereto and is incorporated herein by reference. The Future Phases real property is presently owned by the Declarant and contemplated to be developed by the Declarant into two (2) additional phases of The Meadows, creating additional residential Lots. Declarant may transfer and assign the right to add additional property (Phases) and residential Lots to the Subdivision.

**1.12 Stormwater Facilities:** Stormwater Facilities are those facilities used for the transmission, conveyance, treatment and detention of stormwaters, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Subdivision. The Stormwater Facilities for Phase I are located in the areas identified as Tracts G, H and I on the Subdivision Plat.

**1.13 Open Space:** Open Space are those areas designated as "Conservation Tracts" on the face of the Plat of The Meadows. The Open Space areas for Phase I are located in areas

identified as Tracts G, H and I on the Subdivision Plat. The Open Space includes the trail system described in Section 3.3 below.

**1.14 Wetland Areas:** Wetland Areas are those areas that include or are delineated as protected wetlands, wetland mitigation areas and their buffers. The Wetland Areas for Phase I are located in areas identified as Tract G, H and I on the Subdivision Plat. Protected Wetland Areas are posted with signs and enclosed by a split rail cedar fence pursuant to the wetland mitigation plan as referenced herein.

**1.15 Assessments:** All sums chargeable by the Association against a Lot, including, without limitation: (a) regular and special assessments for common expenses, charges, and fines imposed by the Association; (b) interest and late charges of any delinquent account; and (c) costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

**1.16 Common Expenses:** Expenditures made by or financial liabilities of the Association, together with any allocations to reserve; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

**1.17 Declaration:** Declaration means this document, which facilitates the creation of this Subdivision; the term also includes any lawful amendments to this document.

**1.18 Design Guidelines:** Means the initial standards established by the Declarant, a copy of which are attached as **Exhibit "D"** and any amended standards developed by the Declarant or Board of Directors pursuant to Section 5.6 hereof.

**1.19 Governing Documents:** The Declaration, Subdivision Plat, Design Guidelines, Bylaws, Articles, and any rules and regulations adopted by the Board of Directors, as they each may be amended.

**1.20 Property:** All the real property described as being contained within the Subdivision and, where appropriate, includes all real property, which may be from time to time either added to the Subdivision by the Declarant or acquired by the Association.

**1.21 Subdivision:** The Property submitted and approved pursuant to the City of Ferndale Planned Unit Development (Chapter 18.68) and Subdivision (Title 17) that is The Meadows. The term Property and Subdivision are often used interchangeably herein.

**1.22 Subdivision Plat:** Is defined in Recital 1 above.

**1.23 Articles:** Articles means the Articles of Incorporation of the Association which have been or will be filed in the Office of the Secretary of State, as such Articles may be amended from time to time.

**1.24 Bylaws:** Bylaws mean the bylaws of the Association, as adopted by the Board initially, as such the Bylaws may be amended from time to time.

**1.25 Attached Lots:** Attached Lots means Lots approved by the City of Ferndale for attached structures built with zero lot lines. The residences constructed within the zero lot line development are to be constructed as to share a common property line with an adjoining lot. A separate covenant is being recorded on Attached Lots with more details.

## **2. COMMON AREAS**

**2.1 General.** The Common Areas include all real property, easements and Improvements: (a) owned or leased by the Association or owned in equal and undivided interests by the Owners of the Lots; (b) in which the Association has an easement for access or maintenance (excepting easements for maintaining Lots) for the use, enjoyment, and benefit of the Owners; (c) in which the Owners have a right of control by any written instrument, including this Declaration, or by delineation and declaration of the same on the Plat; or (d) in which the members of the Association have an undivided interest and shall exclude streets or other areas dedicated or conveyed to a governmental entity for public use. The Common Areas may be improved by certain common facilities and, if and when improved, shall include such common facilities. The Common Areas may include (where applicable, if and when improved) common greens and Open Space areas, including Improvements thereon, street lights, street trees and other landscaping, signs, recreational, picnic facilities, pedestrian and hiking paths and trails, bicycle paths, private driveways, irrigation systems located in public right-of-ways, drainage and Stormwater Facilities, Wetland Areas, and other utility systems located on or in the Common Areas. The Common Areas include specific easements granted to the Association.

**2.2 Specific Tracts.** The Common Areas for Phase I specifically include (without limitation) areas designated on the Subdivision Plat as follows (the description includes Tracts being dedicated to the City of Ferndale that are not Common Areas):

Tract A is a landscaping strip for the frontage of Thornton Road.

Tract B is a private access driveway for Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24; provided, public utilities are also located in Tract B and it is to be utilized as a pedestrian access for the Subdivision.

Tract C is private access driveways for Lots 3 and 5.

Tract D is a private access driveway for Lots 7 and 9.

Tract E is a private access driveway for Lots 39 and 40.

Tract F is the location of the sewer lift station and is dedicated to the City of Ferndale. (Not a Common Area)

Tract G is an Open Space Tract that includes a conservation easement, Stormwater Facilities, and an access and utility easement over a portion of that Tract.

Tract H is an Open Space Tract that includes a conservation easement, Stormwater Facilities, and an access and utility easement over a portion of that Tract. In addition, part of the public trail described in Section 3.3 below runs through Tract H.

Tract I is an Open Space Tract that includes an access and utility easement, conservation easement, and Stormwater Facilities. In addition, the public trail described in Section 3.3 below runs through Tract I.

**2.3 No Partition.** The Common Areas shall remain undivided and shall not be abandoned by act or omission. No Owner or other Person may bring any action for partition or division of the Common Areas.

**2.4 Maintenance, Repair and Replacement.** The Association, through its Board of Directors, is responsible for maintenance, repair and replacement of the Common Areas, subject to specific items described herein. The use and maintenance of any Common Areas shall be the responsibility of the Association and control of the Association shall be authorized to promulgate reasonable rules and regulations not inconsistent herewith. The use of any Common Area owned by the Association shall be subject to access and public and private utility easements from time to time granted, conveyed, or reserved by the Declarant or the Association; nothing in any way that alters any Common Area owned by the Association from its existing state shall be permitted, except as contemplated by this Declaration or approved by the Declarant or the Association; there shall be no use of the Common Area owned by the Association that injures or damages the Common Area or the vegetation, increases the cost of maintenance, or causes unreasonable disturbance or annoyance to Owners in their enjoyment of their Lots, or in their enjoyment of their Common Areas. All use of any Common Areas owned by the Association shall be subject to the rules and regulations in effect from time to time.

**2.5 Right of Access.** Each Owner shall afford to the Declarant, Association, and to its agents or employees, access through the Owners' Lot as may be reasonably necessary for the purpose of maintenance, repair and replacement of the Common Areas. If damage is inflicted on the Lot or any Improvements or appurtenances because of such activities, the Association shall be liable for the repair thereof.

**2.6 Stormwater Facilities Maintenance.** The Association is responsible for all maintenance and inspections of the Stormwater Facilities. The Association shall conduct an annual inspection and certify the adequacy of the Stormwater Facilities, including treatment and conveyance systems. Should the periodic inspections identify any deficiencies, an engineering professional shall identify measures required to rectify the deficiency in the report to the City of Ferndale. Any required repair, maintenance, or restoration shall be the responsibility of the Association. The inspections and maintenance of the Stormwater Facilities

shall be conducted in accordance with the requirements of the Stormwater Operations and Maintenance Manual dated September 2014 prepared by Weden Engineering, LLC (“Stormwater Manual”), a copy of which is attached as **Exhibit “E”** and is available from the City of Ferndale. As detailed in the Stormwater Manual, there are certain conditions for determining if maintenance actions are required, as identified through inspection. Such maintenance must be conducted by a qualified and licensed maintenance contractor. The inspection of the Stormwater Facilities shall be conducted by a qualified and licensed person and the inspection will be as outlined in the Stormwater Manual. The results of any annual inspection, including recommendations for maintenance and certification shall be provided to the City of Ferndale by December 31 of each year. Except as part of Stormwater Facilities Maintenance and/or repair or as otherwise approved by the City of Ferndale, no construction, clearing, grading, filling, landscaping, mowing, burning, or chemical maintenance of plants shall occur within any areas identified on the Plat as Stormwater Facilities. All costs associated with the Stormwater Facilities maintenance will be the responsibility of the Association to be assessed to the Owners.

## **2.7 Limitations Within Wetland Areas.**

2.7.1 General. The Wetland Areas are subject to the Permits and all use, work and access shall be in compliance therewith. An exception to this is for LID trenches described below.

2.7.2 Dispersion Trenches. LID dispersion trenches will be constructed and maintained within the wetland mitigation site, adjacent to the split rail fence and within the upland buffer. The following activities are allowed uses within said portions of the buffer:

1. Construction and maintenance access.
  - a. Access through Owner’s Lot by temporarily removing section(s) of split rail fence that are to be replaced immediately following construction and maintenance.
  - b. Alternate access only upon approval by the Board per guidance of a qualified wetland professional.
  - c. Buffer disturbance shall be reduced to the maximum extent practical and unavoidable disturbances shall be restored per 3. below.
  - d. No wetlands shall be disturbed or used for temporary access.
2. Permitted construction activities.
  - a. Small mini-excavator allowed.
  - b. Disturbance limits of five (5) feet beyond permanent structures allowed.
  - c. Erosion control BMP’s as required.
  - d. Silt fence required to be installed downhill from LID dispersion trench and removed upon soil stabilization.



### 3. Restoration

#### a. Restoration

#### b. Disturbed areas/exposed soils after construction and maintenance

to be planted in-kind consistent with The Meadows Wetland Mitigation Plan by ATSI (October 2014) and as follows:

- Upland herbaceous seed mix at an application rate of 3 pounds per 1,000 square feet to be spread immediately following construction and maintenance and watered as needed to ensure survival:

- 30 percent tall fescue (*Festuca arundinacea*; FAC)

- 25 percent perennial ryegrass (*Lolium perenne*; FAC)

- 40 percent red fescue (*Festuca rubra*; FAC)

- 5 percent Colonial bentgrass (*Agrostis capillaris*; FAC)

- A variety of the following upland shrubs in 1 gallon pots to be planted on 4 foot centers in the spring and watered as needed to ensure survival. If installed shrub(s) die(s), it/they shall be replaced in-kind:

- black hawthorn (*Crataegus douglasii*; FAC)

- rugosa rose (*Rosa rugosa*; UPL)

- thimbleberry (*Rubus parviflorus*; FACU)

- salmonberry (*Rubus spectabilis*; FAC)

**2.8 Maintenance of Wetlands.** The Meadows is located on Property that included wetlands governed by the United States Army Corps of Engineers (“Department of the Army”), the Washington State Department of Ecology (“Department of Ecology”) and the City of Ferndale. Permits from the Department of the Army (“Corp Permit”), the Department of Ecology (“Ecology Permit”) and the City of Ferndale (“City Permit”) were obtained to complete the project, which included fill of 1.32 acres of wetlands to facilitate construction of Phase I and Future Phases of the development (the “Permits”). Pursuant to the Permits and associated final wetland mitigation plan (October 2014) prepared by Aqua-Terr Systems, Inc., inspection and maintenance obligations are required for the Wetland Areas. The Association is responsible for hiring a qualified wetland professional to conduct periodic monitoring of the Wetland Areas and conducting or hiring a qualified individual(s) to perform maintenance as suggested by the qualified wetland professional in accordance with requirements of the final wetland mitigation plan (October 2014) and the Permits, copies of which are in possession of the Declarant and the City of Ferndale. As detailed in the final wetland mitigation plan (October 2014), the monitoring and maintenance shall be performed, as specified, each year, for a period of 10 years, said period to begin 1 year after the as-built report is approved by the Department of the Army, the Department of Ecology and the City of Ferndale. The mitigation monitoring report prepared by the qualified wetland professional shall be submitted annually for monitoring years 1, 2, 3, 5, 7 and 10 to the Department of the Army, Seattle District, Regulatory Branch, the Department of Ecology and the City of Ferndale Community Development Department by December 31st of each monitoring year. All reports must be prominently displayed with the Department of the Army reference no. NWS-2014-491 and the Department of Ecology Water Quality Certification Order #10988. All wetland mitigation work shall be approved by the Department of the Army, the Department of Ecology, and the City of Ferndale.

**2.9 Failure To Abide By Maintenance Responsibilities.** In the event that the Association fails to comply with the inspection and maintenance obligations as provided in Sections 2.7, 2.8 and 2.9 above or as may be identified by the City of Ferndale, the Declarant may step in and conduct any necessary activities, at the Declarant's sole election (Declarant has no obligation to do so). If Declarant does conduct such inspection and maintenance work, the Declarant shall be entitled to reimbursement from the Association for any and all costs, fees, and expenses incurred. The Declarant hereby reserves an easement to do such work and for access to any necessary portions of the Subdivision to conduct the inspection and maintenance obligation in the event Declarant elects to do so.

**2.10 Maintenance of Trails.** The Association shall be responsible for all maintenance and upkeep of the entire trail system, as described in Section 3.3 below. The Association shall prepare a report once every two years to be submitted to the City of Ferndale Parks, Recreation and Trails Advisory Board describing general maintenance, concerns, and recommendations for improvements.

**2.11 Use of Common Areas.** The Common Areas shall be used only for the furnishing of such services and facilities for which the same are responsibly suited and which are incident to the use and occupancy of the Lots. The Improvements located on the Common Areas shall be used only for their intended purposes. Except as otherwise provided in the Governing Documents or rules and regulations adopted by the Board, no Owner shall make any private, exclusive, or proprietary use of any of the Common Areas, except as may be authorized by the Board.

**2.12 Interference with Common Areas.** No Lot Owner shall obstruct any of the Common Areas and shall not place or cause or permit anything to be placed on or in any of the Common Areas (except those areas, if any, designated for storage by the Governing Documents) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas, except with the prior written consent of the Board of Directors. No person shall engage or direct any employee or agent of the Association on any private business for the owner, or otherwise supervise, direct or attempt to assert control over such employee or agent during the time such employee or agent is working for the Association. In addition, no Lot Owner shall do anything to interfere with the proper functioning of or obstruct the Wetland Areas or Stormwater Facilities.

**2.13 Maintenance of Open Spaces.** The Open Space Tracts shall be maintained by the Association pursuant to the requirements of this Declaration and any governmental jurisdiction with authority.

**2.14 Maintenance of Other Facilities and Street Trees.** The installations of services for common use such as main power lines, exterior lighting, main water or sewer lines, pipes, conduits, and wires, wherever they may be located, any common mailbox facilities and monument sign, and any and all apparatus and installations existing for common use rather than for any one Lot shall be maintained by the Association. Any required maintenance or replacement of street trees within the Subdivision are the responsibility of the Association.

**2.15 Maintenance of Private Driveways and Lift Station Access Road.** The Association shall be responsible for maintaining the private access driveways as described in Section 2.2 and detailed in Section 3.11. In addition, the Association shall be responsible for the maintenance, repair and replacement of the lift station access road to the Thornton West Regional Lift Station.

### **3. EASEMENTS, RESERVATIONS AND CONVEYANCES**

**3.1 Reservation of Easements.** Easements for drainage, sewers, water pipes and utilities facilities and services (including, but not limited to, water supply, electricity, gas, telephone, communications and television) are hereby reserved over, under, upon, in and through all roadways and walkways, and over, under, upon, in and through those certain portions of Lots, Tracts, or parcels as shown on the Subdivision Plat in which they are and/or shall be installed, laid, constructed, repaired, renewed, operated, maintained and inspected. Such easement includes underground pipes, sewers, conduits, cables, wires and any and all necessary facilities and equipment for the purpose of serving the Subdivision, together with the right to enter upon said easement areas, Lots, parcels, roads and walkways for or pertaining to the aforesaid. This reservation of easements is for the benefit of the Declarant and its successors in interest, as well as for the benefit of the City of Ferndale, Puget Sound Energy, Cascade Natural Gas Company, Verizon, Comcast Cablevision, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

**3.2 Easements for Regulatory Responsibilities.** Easements necessary for Declarant and Association to complete all obligations and responsibilities related to the Subdivision imposed by any local, state or federal jurisdiction or regulatory agency, including but not limited to obligations and responsibilities in the Stormwater Maintenance Manual, Development Agreement, Wetland Mitigation Report, and final Wetland Mitigation Plan (October 2014), are hereby reserved over, under, upon, in and through Tracts G, H and I.

**3.3 Trail Easements.** There is a trail system through the Subdivision that is to be utilized by Owners and the general public. The Declarant hereby grants, reserves, and conveys to all Owners and the general public a non-exclusive perpetual easement for pedestrian and non-motorized bicycle access over and across the trail system located in Tracts G, H, and I. The Trail Easement granted herein is "as built" as the trail system has not been precisely located yet. The Trail Easement is limited to the constructed trail only and does not extend to any other real property within Tracts G, H, or I. Any portion of the public trail easement may be relocated by the Association, so long as access is not unreasonably obstructed during relocation. The intent of this Trail Easement is to provide for trail access and recreation across the Open Space of the Subdivision. This Trail Easement is for the benefit of all Lots in the Property, as well as the general public and shall be part of the Common Areas. The Association shall be responsible for the maintenance and upkeep of the trail system, as provided in this Declaration. The Association may establish and maintain signage along the trail system as may be approved by the City for the purpose of identifying and protecting Common Areas, wetland areas, and Stormwater Facilities. The Association may not restrict the public use of the trail system beyond those restrictions imposed on Owners within the Association. Provided, however, the

Association may grant use of other Common Areas to Owners and still limit the public to the trail system only.

**3.4 Conveyance of Common Areas.** The Common Areas, as described above and as identified on the face of the Subdivision Plat, shall be conveyed by the Declarant to the Association at such time as determined in the sole discretion of the Declarant, but in any event, no later than the date upon which Declarant achieves the sale to Owners of the last Lot within the Subdivision, including Future Phases, and the Association thereafter will be responsible for the maintenance and upkeep of the Common Areas.

**3.5 Lateral and/or Adjacent Support.** The Declarant hereby reserves an easement for each Lot in and through each other Lot and Common Areas for lateral and/or adjacent support.

**3.6 Reservation of Drainage Easement and the Right to Drain.** The Declarant hereby reserves the right to drain all roadways, walkways, easement ways and areas over and across any Lot or Tract within the Subdivision where water might take a natural course after the grading of such Lot or Tract.

**3.7 Specific Easements Shown on Subdivision Plat.** Easements shown on the Subdivision Plat, including the sewer, water line, stormwater and conservation easements, are hereby dedicated, conveyed declared and established. There are two (2) sewer easements being granted to the City by a separate recorded instruments simultaneously herewith, which are dedicated, conveyed declared and established. In addition, there are three (3) storm water easements being granted to the City of Ferndale and the Association by separate recorded instruments recorded simultaneously herewith, which are dedicated, conveyed, declared and established. These stormwater easements provide for easements over portions of Lot(s) and common areas. They are primarily for the benefit of the Association as they have the primary responsibility of constructing and maintaining the Stormwater Facilities. However, the City of Ferndale is also a benefited party on these easements because if the Association fails to properly install or maintain the Stormwater Facilities, the City may make necessary repairs. Please refer to the recorded easements and the Subdivision Plat for more details. Any easements shown on the Subdivision Plat, which benefits one or more Lots in the project, or which benefits any third parties or any real property not included within the project, confers various rights and benefits upon such third parties or Owners of any such real property, and may also impose obligations upon the Association.

**3.8 Easement for Association Functions.** There is hereby granted, reserved, and declared to the Association, for its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, the Bylaws, Design Guidelines or the rules and regulations. This easement includes the right of the Association to enter onto any Lot to conduct maintenance to the Lot if the Lot Owner fails to do so, pursuant to this Declaration. The Association and/or its respective agents shall have the right, without any liability to any Owner, of ingress/egress through any Lot (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining any and all Common Areas and utility easement, including but not limited to,

easements for utilities, storm, sewer, power, water, telephone service, cable, television and gas and for the purpose of enforcing the restrictions contained in this Declaration, including the right to access Lot(s) to conduct maintenance that is not done and assess the cost to the Owner.

**3.9 Easements for Declarant.** The Declarant reserves to itself and its lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Meadows community, including Subsequent Phases. Declarant may develop other developments, including any Future Phase Property not added to the Property, as separate developments, and in connection with such separate development(s), Declarant may grant such separate development(s) easements within the Property and easements and other rights to install, operate, maintain and repair utilities within existing utility easement areas in the Property, provided the Owners of individual Lots (other than Declarant) within such separate developments are obligated under the restricted covenants governing their separate developments to contribute their equitable share of the cost of maintenance, repair and replacement of those utilities used by such separate developments. The Declarant reserves an easement over and across the Open Space for the purpose of constructing trails, performing critical area mitigation and constructing Stormwater Facilities, and any other Improvements that may be required for the purpose of completing The Meadows Planned Unit Development and Preliminary Plat. All Improvements shall be subject to approval by the City of Ferndale. The Declarant reserves the right for itself and the Association to perform wetland mitigation work or stormwater work within the Common Areas or any other applicable area of the Plat, including individual Lots.

**3.10 Signage and Sales / Construction Office.** The Declarant reserves the right to maintain sales offices on any Lots or Tracts to be designated by the Declarant within the Subdivision for the primary purpose of selling and reselling Lots within the Subdivision. Declarant reserves the right to place and maintain advertising for The Meadows and "for sale" signs or billboards of any size or shape on any Lots or the Common Areas within the Subdivision as may be prepared and erected by the Declarant. Declarant reserves the right to maintain construction offices on any Lots or Tracts to be designated by the Declarant within the Subdivision for the primary purpose of managing and facilitating construction activities within the Subdivision. The Declarant shall have the right to maintain construction offices, sales offices and signage on Lots, Tracts and Common Areas within the Subdivision so long as the Declarant owns Lots within The Meadows or owns the Future Phases Property.

**3.11 Private Access Easements.** There are a number of Lots within the Subdivision that do not have direct access to the main road. Instead, shared private driveways are required for access to these individual Lots. Shared access easements are reserved, declared and created as shown on the face of the Subdivision Plat. In Phase I, access easements provide for shared access driveways for Lots 3 and 5, Lots 7 and 9, Lots 10 through 22, Lots 26 and 27, and Lots 39 and 40. These access easements are located on Tracts B, C, D, and E, as shown on the Plat, which Tracts are part of the Common Areas and are to be conveyed to the Association pursuant to this Declaration. The private driveways located within the access easement areas shall be maintained, repaired and replaced by the Association with the cost being a Common Expense pursuant to this Declaration. Provided, if the necessary maintenance/repair is caused by an

Owner, they shall be assessed the cost of such maintenance/repair pursuant to this Declaration for the repair to restore the driveway to the original condition.

**3.12 Utilities Easement.** The Declarant hereby grants, reserves, and conveys an easement for utilities over, under and across portions of the Subdivision as shown on the face of the Plat Map for The Meadows, a Planned Unit Development. The Declarant hereby grants, reserves, and conveys a five-foot utility easement around the perimeter of each Lot in favor of the Association and City of Ferndale, with the exception of the Common Property Line shared by single-family Attached Lots. In addition, the Declarant hereby grants, reserves, and conveys an easement for utilities over, under and across Tracts B, C, D, and L, which is for utilities for Lots 3 and 5, Lots 7 and 9, Lots 10 through 22, Lots 26 and 27, and Lots 39 and 40, with the easement being over the Tract that is adjoining such Lots.

**3.13 Road Dedication.** Except as provided herein, the roads through the Subdivision are to be public roads for the City of Ferndale. All roads within the Subdivision, as shown on the Subdivision Plat, are dedicated to the City of Ferndale. Provided, Rossie Lane is not dedicated to the City as it is a private road subject to easements and is maintained by the Association.

#### **4. GENERAL USE RESTRICTIONS AND REQUIREMENTS**

**4.1 Residential Use.** The Lots shall be used for single-family residential purposes only, whether on an ownership or rental basis, and for common social, recreational or other reasonable uses normally incident to such residential purposes. An Owner may also make use of portions of a Unit for home occupations, such as for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other members of the Subdivision community.

**4.2 Commercial Use.** Other than the limited home occupation use authorized in Section 4.1 and the sales/construction offices of the Declarant, there shall be no commercial uses permitted on the Property.

**4.3 Temporary and Permanent Structures.** No structure or Improvement of a temporary character, and no trailer, shack, work shed, or other temporary accessory building shall be erected, used or maintained on any Lot, except in connection with construction activities, and then only during such time periods for construction as provided in Section 5.1 hereof. Guest cottages, children's playhouses, gardening sheds, dog runs, and fenced enclosures shall be permissible with construction standards similar with the construction of The Meadows and consistent with the standards established in Article 5 and 6 hereof, as well as the Design Guidelines. The Architectural Review Committee must approve all such structures or Improvements in advance, and the Owner proposing such structure must provide all information requested by the Architectural Review Committee, where appropriate, that accurately describe the materials, colors, dimensions, and details of the structure. The Architectural Review Committee shall review the drawings and notify the Owner of approval or rejection pursuant to

Design Guidelines. The Declarant's or Committee's decision shall be final. No other outbuildings or other buildings of a similar nature shall be erected, used, or maintained on any Lot. Provided the Architectural Review Committee may approve temporary structures to be utilized during the Period of Construction. No shipping containers (as defined in Ferndale Municipal Code 18.08) are allowed, except as may be provided in Section 5 related to construction.

#### **4.4 Vehicle Parking and Use.**

**4.4.1 General Restrictions.** The parking of up to two (2) vehicles in driveways shall be permitted. Driveway areas are restricted to use for parking of operable, properly registered automobiles, light trucks, and family vans; other items and equipment may be parked there only if expressly permitted by rules and regulations and only in such areas, if any, as may be designated for such purpose by the Board of Directors. Garage parking spaces are restricted for parking of automobiles, motorcycles, light trucks, family vans, and other similar vehicles, and for storage of such other items that pose no unreasonable health, safety, or fire risk to personal property. Vehicle repairs other than ordinary light maintenance is not permitted in the Subdivision. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot nor shall they be maintained within the Subdivision, unless enclosed in a garage or otherwise completely screened from view from outside of the Lot.

**4.4.2 Recreational Vehicles.** All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon any Lot within the Subdivision shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from view from the street running in front of said Lot, nor shall any such items or vehicles be parked on any street within the Subdivision overnight; provided, that out-of-county resident guests of an Owner may, with such Owner's permission, park a recreational vehicle or travel trailer on an Owner's Lot for up to a maximum of four (4) weeks within any calendar year without being in violation of this subparagraph. Provided, however, such parking shall not be for more than two (2) weeks at a time.

**4.4.3 Removal.** The Board may require removal of any vehicle or equipment if not authorized by this Section; if it is not removed from the Property, the Board may cause its removal at the risk and expense of the Owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other occupant to remove such a vehicle or equipment from the Property may result in any or all the procedures and/or remedies available under the governing documents.

**4.5 Explosives.** No firearms or explosives shall be discharged within the boundaries of the Subdivision; provided, this shall not in any way limit the use of explosives as required for construction of the Subdivision or Future Phases of The Meadows. Fireworks are allowed only of the type and during times they are permitted by the City of Ferndale, if any.

**4.6 Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. The owner of any animal maintained on the Property shall exercise appropriate control over the animal, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to remain anywhere on the Common Areas. Any Lot Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Lot Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the subdivision. All animals shall be registered and inoculated as required by law. The Board of Directors may adopt rules and regulations regarding ownership of animals and establish reasonable fees not to exceed the additional costs incurred by the Association resulting from the presence of such animals. The Board may at any time require the removal of any animal which it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain.

**4.7 Signs.** No signs or billboards shall be placed on any Lot, except that one identification sign bearing the Owner's name and address may be placed upon the Owner's Lot. Irrespective of the foregoing, the Declarant may display post signs, billboards or other advertising materials on or about any unsold Lot or Lots or the Common Areas until all Lots within the Subdivision have been sold by Declarant. In addition, any Owner or such Owner's agent, may advertise any Lot for sale, and, furthermore, an Owner may display signs of a political nature, promoting a candidate or a political proposition, during periods of political campaigns. The Board may by resolution establish further policies regarding signs. The Board's judgment in such matters shall be conclusive. This provision is subject to RCW 64.38.

**4.8 Clotheslines and Playground Equipment.** No clotheslines are permitted on a Lot. Children's playground equipment is allowed but shall be located within the backyard of a Lot only and shall be maintained in a clean and respectable manner.

**4.9 Exterior Appliances.** No heating, air conditioning, or other mechanical appliances may be located on any roof, unless completely screened from view of other Lots. Heating, air conditioning units, and other appliances located outside of the house or structure shall be screened such that they are not visible and sound generated by them does not reach neighboring Lots.

**4.10 Outdoor Lighting.** All outdoor lighting shall be directional and shall in all instances, be directed away from the street and neighboring Lots. Decorative holiday lighting shall be removed no later than thirty (30) days after the date of the holiday.

**4.11 Garbage/Refuse.** No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot or any other property within the Subdivision. All garbage and other waste shall be kept in appropriate sanitary containers located in appropriate areas concealed from view. Each Owner shall keep such Owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects which are unsightly in appearance



to exist, on any Lot or Tract within the Subdivision. Should any Lot Owner fail to comply with this covenant within ten (10) days following the date on which notice is mailed to him/her by the Association informing him/her of such violation, then the Association may have said trash removed and charge the expense of removal to said Lot Owner, which shall be collectible as a Special Assessment.

**4.12 Offensive or Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

**4.13 Noise.** No person shall cause any unreasonably loud noise anywhere on the Property, or any person permit or engage in any activity, practice or behavior for the purpose of causing an annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**4.14 Antennas.** No television or radio antenna of any kind which extends more than ten feet above the roof line of the residence on a Lot. Satellite TV dishes, no greater than twenty-four (24) inches in diameter may be installed within the lot. Larger satellite dishes and other types of reception or transmission antennas may be installed within a Lot only if completely screened from view from other Lots and the Common Areas, and such installation is approved in advance of installation by the Board of Directors. This provision is subject to state and federal law.

**4.15 Fencing.**

**4.15.1** No fencing shall be erected in the front yard street side of the building set back line of a Lot or within the flanking side yard of a Lot, except for decorative purposes such as a picket, split rail or decorative screening or background fence approved by the Committee. All fencing is subject to the Design Guidelines. In no case may fencing be constructed or placed in a manner inconsistent with City of Ferndale requirements.

**4.15.2** Fencing or landscaping shall be installed on a Lot to visually screen areas that serve as service yards in which garbage receptacles, fuel tanks, gas and electric meters, mechanical equipment, vehicles, materials, supplies and equipment are stored outside. The screening shall substantially conceal such service yards from view from the road and adjacent properties. Fencing to accomplish this purpose shall be approved by the Committee and is subject to the Design Guidelines.

**4.15.3** All fencing is subject to Architectural Review Committee approval and the Design Guidelines.

**4.16 Surface Water Run-Off.** No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties and the Owners thereof.

**4.17 Damaged Improvements.** No Improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of six (6) months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such six-month period and shall be completed in accordance with the provisions of Article 5 hereof; provided, however, that six-month period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

**4.18 Vacant Lots.** Vacant Lots shall be kept free of unsightly debris and shall not be used for storage or parking or any other purpose until commencement of construction on the Lot. Vacant Lots shall be mowed regularly to keep tall grass and blackberries controlled. In addition, all young trees, shrubs, grasses and weeds will be kept at a height of eighteen inches or less. Notwithstanding any other provision, no Owner shall allow any condition of that Owner's Lot to constitute a fire hazard or encourage the proliferation of invasive plant species such as ivy or blackberries.

**4.19 Owner's Responsibility.** Each Owner shall maintain his/her Lot and Improvements in good repair and in a neat and attractive condition. Said maintenance responsibilities shall include, but not be limited to, maintenance of all landscaping, such as regular grass mowing and shrubbery trimming, even when Owner is out of town. Each Owner shall practice responsible and careful landscape design and maintenance of his/her Lot to prevent contamination of surface water. No Owner shall take any action which: (1) increases the maintenance responsibility of the Association; (2) causes the Association's insurance premiums to increase; or (3) interferes with the Association's maintenance or operational responsibilities.

**4.20 Leasing.** The leasing or renting of a Lot by its Owner shall be governed by the provisions of this section. No Lot Owner shall be permitted to lease his/her Lot for transient purposes, which shall be defined as renting for any period of less than thirty (30) days. The Association may by resolution of the Board prohibit the leasing of any Lot for a period of less than six (6) months. No Lot Owner may lease less than the entire Lot with no subletting. All leasing or rental agreements shall be in writing and subject to this Declaration and the Governing Documents (with the default by the Tenant complying with the Governing Documents constituting a default under the lease or rental agreement).

**4.21 Rules and Regulations.** The Association is hereby authorized and empowered to adopt rules and regulations governing the use of The Meadows and the personal conduct of the Owners and their guests thereon, and to establish fines for violations thereof, as consistent with the RCW 64.38.

## 5. CONSTRUCTION

**5.1 Time For Completion.** Construction of all Improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an Improvement shall be twelve months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until the Improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped.

**5.2 Height Restrictions.** The height of structural Improvements erected on Lots shall be restricted as follows or pursuant to the terms of any applicable ordinance of the City of Ferndale in effect at the time of application for a building permit therefor, whichever is more stringent: No structural Improvement shall exceed thirty-five (35) feet in height measured by the vertical distance from the center of the adjoining road providing access to the Lot at the center of the Lot on which the structural Improvement is constructed to the highest point of the Improvement. For the purposes of this Section 5.2, Rossie Lane shall be considered the adjoining road if the Lot's primary access is from Rossie Lane.

**5.3 Stormwater Dispersion Trench.** Pursuant to the planned unit development approval process, certain Lots are required to have a dispersion trench for disbursement of stormwater from that individual Lot. These dispersion trenches will not be installed until the time building permits for Improvements are issued. The Lots that a dispersion trench are required for are 27-34, 38-42 and 49-54, as shown on the face of the Subdivision Plat. It is the sole responsibility of the Owner and/or its contractor to construct the dispersion trench according to dispersion trench detail and specifications. Additionally, the Owner is solely responsible for all other requirements relating to the stormwater dispersion trench, including but not limited to, any engineering, monitoring, maintenance or recordkeeping. Any Owner with a stormwater dispersion trench requirement shall review the requirements carefully and discuss any issues with the City of Ferndale. Unless the Declarant elects to build out a specific Lot with a dispersion trench, the Declarant has no responsibility for any dispersion trenches and they will not be constructed as part of the construction of the Meadows project. Specific language required by the City of Ferndale that provides additional details regarding the dispersion trench requirements is found on the face of the Subdivision Plat.

**5.4 Maximum Impervious Surface.** Pursuant to the stormwater permit granted for The Meadows, a maximum allowable impervious surface has been allocated to each Lot as shown on the face of the Subdivision Plat. The Stormwater Facilities for The Meadows have been designed to mitigate stormwater runoff created by all planned impervious surface, including streets, sidewalks, access roads, roofs, patios, and driveways. In order to prevent stormwater runoff that exceeds facility design limitations, each Lot within the Subdivision has been assigned a maximum allowable impervious surface. The combined area of all constructed impervious surfaces per Lot, including all roof overhangs and water-proof decks, shall not exceed the amount shown on the face of the Subdivision Plat for the respective Lots.

**5.5 Setback Requirements.** No Improvements or structures, other than sidewalks, driveways, landscaping, mailboxes, and retaining walls approved by the Declarant or Committee, may be constructed within the building setbacks. As described below, building setbacks are established for the front yard, side yard, and rear yard for each parcel. The Association may grant a variance from the setback requirements for unique circumstances. Provided, any setback variance granted by the Association may not meet applicable City of Ferndale code and the Owner would need to seek separate approval from the City of Ferndale.

**5.5.1 Front Yard Setbacks.** The minimum building setback for the front yard, as measured from the front property line, shall be twenty (20) feet, as shown on the face of the Subdivision Plat. Provided, the minimum building setback for the front yard, as measured from the front property line, shall be fifteen (15) feet, as shown on the face of the Subdivision Plat for Lots 10 through 22 and 47. Provided, the “as built” setback for Lots 10 and 11, which are already under construction, shall be thirteen (13) feet, (including the eve) for Lot 10, and 12 feet (including the eve) for Lot 11, as measured from the front property line. For the Lots where primary access is off of Rossie Lane, the front yard setback shall be measured from the Rossie Lane side.

**5.5.2 Side Yard Setbacks.** The minimum building setback for the side yard, as measured from the Lot boundary lines adjoining each side yard, shall be five (5) feet as shown on the face of the Subdivision Plat. Provided, the side yard setback does not apply to the common Property line between Lots planned for attached single-family residences.

**5.5.3 Rear Yard Setbacks.** The minimum building setback for the rear yard, as measured from the center of the rear Property line, shall be ten (10) feet, as shown on the face of the Subdivision Plat.

**5.6 Design Regulations.** The Declarant has established Design Guidelines for the Subdivision. The purpose of these Design Guidelines is to ensure there is harmony with the neighborhood. They are intended to define and maintain the design character and ensure compatibility within the community. The Design Guidelines include requirements for site design as well as architectural and landscaping standards and other items. The Design Guidelines are attached as Exhibit “D” and incorporated herein. The Design Guidelines may be changed at the discretion of the Declarant or the Board at any time. Lot Owners should contact the Association for a current version.

**5.7 Minimum Building Size.** Single family dwellings shall have a minimum size of one thousand six hundred (1,600) square feet of total finished floor area, excluding patios, walkways, and garages unless the Architectural Review Committee approves a variance. Attached single family dwellings shall have a minimum size of one thousand four hundred (1,400) square feet of total finished floor area for each side, excluding patios, walkways, and garages unless the Architectural Review Committee approves a variance. The Architectural Review Committee may approve a variance from the minimum building size standards in its sole discretion, taking into consideration the size of the Lot, amount of buildable land on the Lot, and exceptional architectural elements that mitigate the reduction in livable square footage.

Provided, in no case, shall the variance be greater than ten percent (10%) of the total building size.

**5.8 Color.** Colors for Improvements on Lots shall be limited to colors approved by the Architectural Review Committee. The Architectural Review Committee may also grant variances from this restriction for trim or accent colors.

**5.9 Landscaping.**

**5.9.1** The front yard area from the street to the front of building(s) on each Lot shall be covered with lawns, landscaping and solid surfaces within six (6) months of the date of commencement of construction of the dwelling. All Lots within twelve (12) months after commencement of construction of other Improvements thereon shall be fully landscaped. All landscaping shall be subject to approval from the Architectural Review Committee. If the Owner of the Lot fails to properly maintain landscaping, or existing landscaping exceeds the height requirements set forth herein, then the Association may perform the work described in the approved landscaping plan or trim existing vegetation to maintain the height requirements herein and charge the Owner of the Lot for the cost of such work. The Association may collect this charge as an assessment pursuant to the authority in Section 7.4 of this Declaration. The Owner shall reimburse the Association as is appropriate within fourteen (14) days after receipt of a billing for the above described work.

**5.9.2** There are shared landscaping areas to be established in front of Attached Lots. For more details, please refer to the Design Guidelines and the Common Wall Covenant recorded on those Attached Lots.

**5.10 Governmental Permits.** Approval by the Architectural Review Committee, Board of Directors or Declarant shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Board of Directors or Architectural Review Committee as appropriate prior to the commencement of any construction requiring such approval or permit. If any application and any governmental authority for permit to make such structural additions, alterations, or improvement to any Lot or Improvement located on any Lot requires the execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an officer or Board member. There shall be no liability on the part of the Board of Directors, the Committee, the Association or the Declarant to any contractor, subcontractor, or materialman because of such addition, alteration or improvement, or to any person having a claim for personal injury or Property damage arising therefrom.

**5.11 Maintenance and Repair of Lots.** Each Owner shall, in his or her sole expense, have the right and duty to keep the Lot and any Improvements in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this upkeep in such manner as shall not unreasonably disturb or interfere with the other Owners. Except for areas that are maintained by the Association, landscaping, sidewalk planting strips, curbs and gutters in front

of each Lot shall at all times be kept and maintained in good order, repair, condition and free of debris. If an Owner fails to comply with this requirement, then the Association may, in its sole discretion, do such maintenance, repair or cleaning and, pursuant to the authority set forth in subsection 7.4, assess the Lot and Owner for the cost of such work. The Owner shall reimburse the Association as is appropriate within fourteen (14) days after receipt of a billing for the above described work.

**5.12 Construction Site Restrictions.** During building construction, each Owner shall, in his or her sole expense, have the right and duty to maintain a clean and safe construction site. In no case shall building materials, equipment, or other items used or produced during construction block access to other Lots, be stored within streets or on sidewalks, or obstruct other public access facilities. The site shall be kept free of loose materials, garbage or construction debris. Allowable temporary structures include covered trash bins, temporary sea containers, job trailers, or other secure storage containers, but shall be removed upon completion of construction.

**5.13 Cascade Natural Gas.** The Declarant entered into a developer commitment contract with Cascade Natural Gas Corporation wherein Cascade Natural Gas agreed to install gas mains and facilities to serve all Lots within The Meadows. Having natural gas to each Lot is a benefit to the Subdivision. In exchange, the Declarant agreed that each residence constructed in The Meadows would use natural gas for its main heating source and water heating source. The Declarant hereby covenants that all future residences constructed within the Subdivision shall be hooked up to natural gas as the main heating and water heating source. The Declarant shall be the beneficiary of this restrictive covenant with all rights pertinent thereto, including the right to enforce this restrictive covenant. The Declarant may release individual Lots from this restrictive covenant, in its discretion, in the event it receives payment of any and all charges and fees incurred by Cascade Natural Gas as applicable or related to the Lot in question for failure to hook up to natural gas (estimated to be \$1,200). This restrictive covenant shall be revoked only by an instrument signed by the Declarant and the Owner of the Lot after the above payment is agreed to and made. The revocation shall not become effective until such instrument is recorded within the Whatcom County Auditor. The Owner shall bear all costs related to the preparation and recording of the revocation instrument.

## **6. ARCHITECTURAL REVIEW COMMITTEE**

**6.1 General.** Construction of Improvements, except as specifically required in this Declaration, on any Lot within the Subdivision shall be subject to the prior approval of an Architectural Review Committee (herein "Committee"), which shall be composed of a representative of, and chosen by, the Declarant. No Improvements shall be erected, placed or altered on any Lot until the construction plans, specifications and a site plan showing the location of all proposed Improvements on the Lot have been approved by the Committee in accordance with the Design Guidelines. This applies to the construction of the exterior of any dwelling, Improvements, or structures or with respect to any other portion of the development, including without limitation, the construction or installation of sidewalks, stairways, driveways, parking lots, mailboxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest cottages or servants quarters,

or other outbuildings, nor shall any exterior addition to or change or alteration therein be made unless and approved as provided herein. Owners contemplating construction should take into consideration the Design Guidelines attached and incorporated herein, as these Design Guidelines will be considered in evaluating the submitted design or plan. The approval or disapproval of the Committee as to such construction plans, specifications and site plan shall be based upon the quality of materials to be utilized in construction, the harmony of the external design and color scheme of the proposed Improvements with other existing Improvements within the Subdivision and the location and bulk of the Improvements with respect to topography, finished grade elevation. The Declarant hereby reserves for itself, its successors and assigns, for as long as it owns Lots in the Subdivision, the right to exercise any and all powers and controls given pursuant to this Article 6.

**6.2 Submittal Process.** The Design Guidelines detail the submittal process of plans and specifications for Improvements on Lots within the Subdivision. This submittal process is required for any Improvement, construction, landscaping or any other change to a Lot. As described in Section 5.6 above, the Design Guidelines may be modified by the Declarant or the Board at any time. Make sure you contact the Association to obtain a current version of the Design Guidelines. The submittal of the design review application and fees shall be made to The Meadows Architectural Review Committee as designated in the Design Guidelines. All submissions for the submittal process shall be emailed in a pdf form. The submission must include the review fee, architectural review application and required documents as detailed in the Design Guidelines. The review fee and approval time periods are described in the Design Guidelines as may be modified.

**6.3 The Approval/Disapproval.** As described in Section 6.2, there is a submittal requirement pursuant to the Design Guidelines and the Committee will approve or disapprove of the construction plans, specifications and site plan, including specified color finish, as detailed in the Design Guidelines, within twenty-one (21) calendar days of the submittal. The Committee shall have the right to disapprove any construction plans, specifications and/or site plan in the event the same are not in accordance with the provisions of this Declaration and/or the Design Guidelines, if the design or exterior color scheme of the proposed Improvements is not in harmony with the general surroundings of the Subdivision or with the adjacent Improvements, if the construction plans, specifications and site plan are incomplete, or if the Committee determines that the construction plans, specifications and site plan, or any portion of them, are contrary to the interest, welfare and/or rights of the Owners of other Lots within the Subdivision. Any such decision reached by the Committee or either member shall be final and non-appealable to any forum, body or court.

The Declarant or LLC members of the Declarant shall not be required to comply with the requirements of this Article 6. All Improvements made by the Declarant or entities controlled by the Declarant shall be deemed to comply with all requirements set forth in Articles 5 and 6 of this Declaration.

**6.4 Permitted Improvements.** No Improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Lot or any part of the Property, except (i) for dwellings and other Improvements that are constructed by the Declarant, (ii) such

Improvements as are approved by the Declarant and/or Committee, or (iii) Improvements that do not require the consent of the Committee under this Article or the Design Guidelines. Any Improvements not specifically exempted herein and constructed on the Lot without first obtaining all appropriate approvals and/or following all requirements under Article 5 and 6 and the Design Guidelines shall be subject to enforcement proceedings by the Board of Directors as permitted under applicable Washington State law and under the Governing Documents.

**6.5 Conditional Approval.** Any approval given by the Committee may be conditioned upon compliance by the applicant with any reasonable condition which the Committee deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to insure performance by the applicant in accordance with the construction plans, specifications and site plan being approved.

**6.6 No Deviation from Plans.** Any person obtaining approval of the Committee shall not deviate materially from the approved plans and specifications without prior written consent of the Committee. Such persons shall notify the Committee when the alterations or Improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

**6.7 No Liability.** Neither the Committee, nor any member thereof nor any successor thereto, shall be liable to any person for any action taken by the Committee or for any failure to act by it under or pursuant to the provisions of this Declaration, so long as the Committee, the members thereof and any successors thereto act in good faith and without malice.

**6.8 Approval Not a Guaranty.** No approval of plans and specifications and no publication or architectural standards shall be construed as representing or implying that such plans could come as specifications, or standards will, if followed, result in properly designed Improvements. Neither Declarant, the Association, nor the Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article and the Design Guidelines, nor any defects and construction undertaken pursuant to such plans and specifications.

**6.9 Transfer.** The Declarant will transfer control of the Committee to the Association by the time the last sale of a Lot in the Subdivision, as it may be expanded by Future Phases. Until that point of transfer, the Declarant retains exclusive control of the Committee. Upon transfer of control of the Architectural Review Committee, the Committee shall consist of three (3) members to be appointed by the Board. A two-thirds (2/3) affirmative vote of the Committee is required before the Committee shall grant written approval.

## **7. THE MEADOWS FERNDAL HOMEOWNERS' ASSOCIATION**

The Declarant shall form a community association, designated herein as the Association, to include as its members all Owners of any Lot within the Subdivision. This organization shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of



Washington and shall be known as "The Meadows Ferndale Homeowners' Association." Upon recording of the final plat of Future Phases of The Meadows by the Declarant with a statement thereon indicating that such final plat is intended to become part of The Meadows development, the membership of the Association shall be expanded to include the Owners of each Lot within such final plat of all or a portion of the Future Phases of The Meadows. The Association is a requirement by the City of Ferndale pursuant to Ferndale Municipal Code 18.68.060. The City requires the Association for the purpose of holding Common Areas and Open Space and must be empowered to collect Assessments and to enforce covenants, conditions, and restrictions and any rules and regulations for the governing of development and use of each Lot and Common Areas within The Meadows. The Association may not be dissolved nor may it convey any Common Areas within the Subdivision without the express written approval of the Ferndale City Council. If the Association becomes inactive for any reason the City of Ferndale is authorized to assess the cost of inspection and maintenance of any areas that it has jurisdiction over (including the Open Space Areas, Wetland Areas, Stormwater Facilities and the trail system) to the individual Lot Owners based on the pro-rata share of the maintenance costs.

**7.1 Purpose.** The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the Owners of any Lot within the Subdivision; the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Areas within The Meadows for which there is a private maintenance obligation to be shared in common by the Association members; the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their Lots within the Subdivision, including, but not limited to, the operation, maintenance and use of Property, including the Common Areas, held or controlled by the Association; enforcement of this Declaration including these restrictions, requirements, maintenance, construction requirements and building restrictions imposed on the Lots; payment of taxes, if imposed, on Common Areas and Improvements; and the furnishing of protection and preservation of the interests of the Owners for the common good.

**7.2 Powers of Association.** The Association shall have, through its Board of Directors, all powers available to homeowners' associations under RCW 64.38, as amended, and such additional powers as may be prescribed in the Governing Documents, including this Declaration and Bylaws of the Association.

**7.3 Membership and Voting Rights.** Every Lot Owner, as a result of such ownership, shall hold a membership in the Association and shall be entitled to cast one (1) vote for every Lot which the member owns. Membership and voting rights are further specified in the Bylaws of the Association.

**7.4 Bylaws of the Association.** Initial Bylaws of the Association and the Property, and for other purposes not inconsistent with RCW 64.38 and this Declaration have been or will be prepared by the Declarant and approved by the initial Board.

**7.5 Creation and Transfer of Control.** The Association shall be organized at the instance of the Declarant, and each Owner shall be a member of the Association. Upon

recording of the final plat of each Future Phase of The Meadows with a stated intention to become a part of The Meadows development, each Owner of a Lot thereof shall also become a member of the Association without future action by the Declarant or the Association. The Declarant shall have the exclusive right to designate and appoint a governing Board of the Association until such time as the Declarant has sold eighty percent (80%) of its Lots within the Subdivision or that may be added thereto. When eighty percent (80%) of the Lots owned by the Declarant have been sold by the Declarant, the control of the Association shall be turned over to the members, and the members shall elect from their number the governing Board of the Association, as determined by the Articles of Incorporation and Bylaws of the Association. Irrespective of the foregoing, the Declarant, at its sole and exclusive option, may elect at any time prior to the sale of eighty percent (80%) of the Lots within the Subdivision to transfer control of the Association to the members thereof.

**7.6 Conveyances.** The Declarant shall transfer and convey by deed or by such other applicable instrument all Common Areas and easements as hereinbefore identified to the Association, subject to the reservations impressed upon these Common Areas and easements by this Declaration. This conveyance shall be made after the Association has been created and construction of the Common Areas and easements have been completed, specifically at the time specified in Article 3 hereof. At such time as the Declarant conveys the Common Areas and easements to the Association, and at all times subsequent thereto, the Association shall be responsible for the maintenance and upkeep of the Common Areas and easements at its sole and exclusive expense. Such obligation shall include, without limitation, responsibility for maintenance of all Common Areas, common Improvements and easements as identified herein and on the face of the Subdivision Plat and on the future final plat or plats of Future Phases of The Meadows. Specifically, and also without limiting the foregoing, the Association shall be responsible for the operation and maintenance of, and for potential liability arising from, all Common Areas.

**7.7 Assessments and Liens.**

**7.7.1 Authority.** The Association shall be empowered to establish and to collect Assessments upon Lots in the Subdivision for the common benefit of such Lots, which authority shall extend to the Lots within Future Phases of The Meadows upon final plat approval thereof, whether in whole or in phases and the recording of a final plat on which it is indicated the intent to become a part of The Meadows development.

**7.7.2 Purpose of Assessment.** The annual Assessments shall constitute a common expense fund and shall be used for those expenses authorized by this Declaration and the Bylaws of the Association for the benefit of the Lot Owners and for the improvement, maintenance, and inspection of the Common Areas as detailed herein or in any Governing Documents or Maintenance Manuals. The purposes for which Assessments may be established and collected include, without limitation, making provision for the payment of charges associated with utilities, private driveways, Stormwater Facilities, Wetland Areas, Open Space, the trail system, exterior lighting, monument sign, property protection, landscaping, insurance, maintenance, Improvements, enforcement of this Declaration, payment of taxes upon Common

Areas, the holding of Ownership or a leasehold interest therein or for any other common purposes, all as determined pursuant to the Governing Documents.

**7.7.3 Contribution to Working Capital Fund.** In connection with the close of escrow for the Closing of the sale of each Lot to an Owner other than Declarant, the initial Owner of such Lot shall make a non-refundable working capital contribution payment to the Association for an initial Working Capital Fund (“Working Capital Fund”), which contribution shall be an amount equal to two hundred fifty dollars (\$250) per Lot (the “Initial Working Capital Contribution”) or such other amount as the Board determines from time to time is appropriate. The Initial Working Capital Contribution shall not be considered as an advance payment of any Assessments and is in addition to all Assessments authorized herein (including annual and special Assessments). The Working Capital Fund may be used as determined by the Board. The Initial Working Capital Contribution shall be due on the sale of each Lot regardless of whether Declarant has elected to have the Association commence Assessments.

**7.7.4 Establishment of Assessments.** The Board shall prepare or cause the preparation of an operating budget (“the Budget”) for the Association for each calendar year. The Declarant shall adopt the initial Budget of the Association. Every Budget shall set forth sums required by the Association, as an estimate by the Board, to meet its annual Common Expenses. Within thirty (30) days after adoption by the Board of any proposed regular or special Budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the Budget, not less than fourteen (14) days nor more than sixty (60) days after the Budget has been mailed to all of the Owners. Unless at that meeting, the Owners of a majority of the votes in the Association are allocated reject the Budget, in person or by proxy, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected or the required notice is not given, the periodic Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board. The Declarant in its sole discretion may elect when it begins commencement of Assessments. Until such time as the Association establishes annual Assessments, the Declarant shall be responsible for all Common Expenses of the Association. Provided, Owners are still required to contribute the Working Capital Contribution.

**7.7.5 Special Assessments.** The Association may levy such other special Assessments for maintenance or Improvements upon the Common Areas, or for such other purposes and in such manner as shall be provided in this Declaration, the Bylaws, or other rules or regulations of the Association. Special Assessments may be levied against all the Lots or as a Special Common Expense against less than all Lots. Special Assessments shall be determined by the Board. Special assessments shall be payable in one lump sum, or in installments, as determined by the Board. The Association may charge interest on any special Assessment, as determined by the Board, and such interest shall become part of the installments due.

**7.7.6 Liability of Lots.** The annual assessment due on each vacant Lot shall be fifty percent (50%) of what is due for improved Lots with residences on them. To accomplish this, the Board will establish a budget pursuant to Section 7.7.4 above. As of the date that the budget is established by the Board, it should determine the number of improved Lots versus the number of Lots that are vacant in the Subdivision. For the purposes of this

Section, any Lot with a residence that has an occupancy permit shall be considered an improved Lot. The total budget shall be allocated such that vacant Lots are charged fifty percent (50%) of what improved Lots are charged for the annual assessment. The determination of which Lots are improved Lots and which Lots are vacant Lots shall be made each time that the Board adopts a regular or special budget. Once the Subdivision has complete build-out with Improved residences on each Lot, the total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the annual budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Lots, provided that the Association may, by resolutions supported by greater than 50% of the votes in the Association, require that any Common Expense or portion thereof benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefited; such an assessment may be termed a "Special Common Expense," and may be established as a special Assessment. Upon a Lot receiving an occupancy permit from the City of Ferndale, the Board may immediately assess a full share of the annual Assessment to these lots based on the then current Budget. In the event the amounts collected from Assessments are greater than the current Budget, the overages may be transferred to reserves.

**7.7.7 Personal Obligation.** In addition to the lien created herein, each Assessment shall be the joint and several obligation of the Owners of the Lot to which the same are assessed as of the time the Assessment is due. Suit to recover personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Lot Owner may exempt himself or herself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Areas or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the annual Budget for any years shall not constitute a waiver or release in any manner of the Lot Owners obligation to pay his or her allocable share of the Common Expenses as herein provided, in the absence of an annual Budget or adjusted annual Budget, each Owner shall continue to pay (with or without notice) an Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current annual Budget or adjusted annual Budget and notice thereof has been sent to the Owner.

**7.7.8 Lien for Assessments.** The Association shall have a lien on a Lot for any unpaid Assessments levied against the Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due.

**7.7.9 Perfection of Lien.** Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments in the real property records of Whatcom County and the costs associated with such recording shall be the responsibility of the Owner and considered part of the Assessment.

**7.7.10 Timing of Payments.** Until change by resolution of the Board of Directors, the annual Assessment against each Lot for its share of the Common Expenses shall

be in equal monthly installments, due and payable on the first day of each month. As soon as shall be practical in each calendar year, the Association shall send a written statement to each Owner setting forth the dollar amount of the Assessment for such Lot for such calendar year.

**7.7.11 Enforcement of Lien.** The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.12 RCW.

**7.7.12 Amounts Included.** Each Owner and each party hereinafter owning or claiming an equity interest in a Lot agrees that in the event of such foreclosure action involving such Lot, the Owner or Owners thereof or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

**7.7.13 Other Liens and Foreclosure Actions.** The method and manner provided for foreclosure of liens set forth in this paragraph shall pertain to all liens referred to in this Declaration.

**7.8 Penalty on Delinquent Assessments.** If an Owner shall fail to pay any Assessment or installment of an annual Assessment within thirty (30) days from the date the same is due, then the entire annual Assessment for such Lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid and shall also bear a late fee in such amount as shall be determined by the Board of the Association.

**7.9 Delinquency For More Than Ninety Days.** If the Owner of any Lot shall be delinquent in the payment of any Assessment or installment of an annual Assessment for more than ninety (90) days following the date the same is due, then the Association shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon such Lot.

**7.10 Rules and Procedures for Billing and Collecting Assessments.** The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of Assessments, which shall be binding upon all Owners.

**7.11 Subordination of Lien.** All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies or liens which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value and recorded prior to the date on which a notice of claim of lien is recorded. Upon the foreclosure of, or acceptance of a deed in lieu of foreclosure of, such a prior mortgage or deed of trust, the foreclosure purchaser or deed in lieu grantee shall take the title free of the lien for unpaid assessments for all such charges that accrue prior to the

foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

**7.12 Authority to Maintain Surplus.** The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual Assessment in any future year.

**7.13 Maintenance of Open Spaces, Stormwater Facilities, Private Driveways, Wetland Areas and Other Facilities.** Maintenance of Open Spaces, Stormwater Facilities, Private Driveways, Wetland Areas and Other Facilities shall be maintained by the Association, as described in this Declaration. In addition, the installations of services for common use that are the responsibility of the Association, such as power, exterior lighting, common mailbox facilities, monument sign, and any and all apparatus and installations existing for common use rather than for any one Lot shall be maintained by the Association.

**7.14 Indemnification.** Each officer of the Association, and each member of the Board, the Committee and any of the Board's other committees, and any agents thereof, including the Declarant, shall be indemnified by the Association against all expenses and liabilities (including attorneys' fees and costs) reasonably incurred by or imposed in connection with any litigation or other proceeding by reason of such individual holding a position or office, whether or not such person holds that position at the time the expense or liability is incurred, except to the extent such expenses or liabilities are covered by insurance and except where such person is adjudged guilty of willful malfeasance in the performance of his/her duties. However, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

**7.15 Limitation of Liability.** So long as a member of the Board, the Committee, any of the Board's other committees, Declarant or any agent of the foregoing has acted in good faith, without willful or intentional misconduct, upon the basis of information possessed by such person, then that person shall not be personally liable to any Owner, the Association, or to any other person for any damage, loss, or claim on account of any, omission, error, or negligence of such person, except this article shall not apply to the extent such acts, omissions or errors are covered by the Association's insurance. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association or the Committee under this Declaration, neither Declarant, the Association, nor the Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission consent or approval, whether given, granted, withheld or denied.

## 8. INSURANCE

**8.1 Liability and Property Insurance.** The Board shall procure for the Association, and continuously maintain, as a Common Expense, one or more policies of insurance as follows: (a) insurance against property loss or damage by fire or other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection, (b) commercial general liability insurance for the use and ownership of the Common Areas, (c) worker's compensation insurance to the extent required by applicable law, (d) insurance against loss of personal property to the Association by fire, theft, and other losses with deductible provisions as the Association deems advisable, and (e) any other insurance the Board deems advisable including, but not by way of limitation, directors' and officers' liability coverage. Such insurance policies shall meet the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived by any of the foregoing. All policies shall include an endorsement providing coverage for Directors and Officers of the Association.

**8.2 Other Insurance.** The Association shall have the authority to and shall obtain another insurance as the Board considers appropriate.

## 9. ENFORCEMENT

**9.1 Compliance by Owners and Occupants.** Each Owner and occupant of a Lot shall comply strictly with provisions of the Governing Documents. All remedies provided the Association in this Section may be enforced against any tenant or other occupant of a Lot.

**9.2 Enforcement.** The Association, the Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. The failure of the Association, of the Declarant or of any Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party. Nothing contained herein is meant to limit the authority and powers conferred upon the Board by RCW 64.38.

## 10. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein,

including the jurisdiction, rights and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform all obligations set forth herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to any Common Areas, Stormwater Facilities, Wetland Areas, public trails, public roads, or other water courses.

## **11. AMENDMENT TO DECLARATION**

This Declaration may be amended by an instrument signed by Owners who own at least sixty-seven percent (67%) of the Lots within the Subdivision at the time the amendment is proposed. Provided, however, that until the Declarant has transitioned the Association to the Owners, no amendment shall be effective without the approval of Declarant in Declarant's sole discretion. Any amendment shall take effect upon recording with the Whatcom County Auditor.

For so long as the Declarant has not transitioned control of the Association to the Owners, the Declarant acting alone shall have the right to modify or amend this Declaration or any Design Guidelines or rules and regulations adopted on its own signature. Within thirty (30) days after any such modification or amendment by Declarant, Declarant shall deliver a written notice of such modification or amendment to each Owner, which notice shall include a copy of the executed, acknowledged and recorded modification or amendment.

Nothing in this provision affects the Declarant's ability to amend the Declaration pursuant to the rights reserved herein, which can be done at Declarant's sole discretion.

Amendments to this Declaration or termination of any part hereof without approval from the City of Ferndale shall in no way affect:

(a) the ongoing obligation of the Owners, in common to care for and maintain all Improvements located within the Common Areas as identified on the face of the Subdivision Plat, and all Open Space, Stormwater Facilities, Wetland Areas, trails, and all landscaping and all above ground landscaping related Improvements located within the public right of way;

(b) any of the easements described in paragraphs 3.1, 3.2, 3.3, 3.11, 3.12, and 3.13 herein;

(c) the Association's duty to maintain and preserve landscaping, buffering, Stormwater Facilities, Wetland Areas, Open Space and the trail system shall not be subject to amendment or termination without the prior written consent of governmental authorities with jurisdiction; and



(d) the application of this Declaration to Future Phases of The Meadows for which a final plat has been recorded on which is stated the intent to become a part of The Meadows development, unless relief from this restriction is authorized in writing by the City of Ferndale.

**12. FUTURE PHASES OF THE MEADOWS**

Future Phases of The Meadows will be created in phases and will consist of single-family residential Lots. This Declaration and all of its terms shall apply to the real property within Future Phases of The Meadows upon recording of the final plat for each phase on which is stated the intent to become a part of The Meadows Development. The Declarant reserves the right to remove, modify, add or change any covenants, conditions, restrictions and reservations specific to each phase within Future Phases of The Meadows, in its sole discretion.

The word "Subdivision" used in this Declaration shall apply, where applicable, to that portion of Future Phases of The Meadows that are subject to the terms of this Declaration, and, thereafter the reference to Future Phase of The Meadows shall refer to the portion not subject to this Declaration.

**13. DECLARANT ASSIGNMENT**

The Declarant reserves the right to assign the status of Declarant under this Declaration.

**14. NO LIEN OR ENCUMBRANCE**

The reference to Future Phases of The Meadows contained in this Declaration shall not create any lien or encumbrance on the real property contained within Future Phases of The Meadows, until such time as a final plat for such Future Phases of The Meadows is recorded and on which is stated the intent to become a part of The Meadows development.

**15. SEVERABILITY**

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

**16. PARAGRAPH HEADINGS**

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

**17. NO WAIVER**

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 24th day of June, 2016.

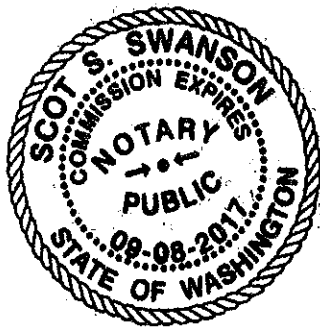
**THE MEADOWS, LLC, an Alaskan  
limited liability company**


By   
**Adam Jones, Authorized Agent**

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF WHATCOM     )

On this 24 day of June, 2016, before me personally appeared Adam Jones, to me known to be an Authorized Agent of THE MEADOWS, LLC, the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
PRINTED NAME: Scot Swanson  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 09/08/2017.

**EXHIBIT "A"**  
***Legal Description***

PARCEL A:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M.,

EXCEPT THAT PORTION CONVEYED TO RICHARD J. LANGABEER AND JACQUELINE P. LANGABEER, HUSBAND AND WIFE UNDER AUDITOR'S FILE NO. 2140400193 DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°42'58" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 661.58 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 4 OF THE "WILLAND SHORT PLAT," WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 931119052; THENCE NORTH 01°18'12" EAST, 2.86 FEET TO INTERSECT AN EXISTING BARBED WIRE FENCE; THENCE NORTH 89°55'19" EAST ALONG SAID FENCE 57.18 FEET; THENCE SOUTH 89°16'02" EAST CONTINUING ALONG SAID FENCE AND ITS PROJECTION, 604.45 FEET MORE OR LESS TO INTERSECT THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°20'26" WEST ALONG SAID EAST LINE, 9.53 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

A TRACT OF LAND IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., DESCRIBED IN PARTICULAR AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., EXCEPT FOR A TRACT DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 1000.00 FEET; THENCE WEST 300.00 FEET; THENCE NORTH 400.00 FEET; THENCE EAST 280.00 FEET; THENCE NORTH 600.00 FEET; THENCE EAST 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THORNTON ROAD ALONG THE NORTH LINE.

ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS:

THAT PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH 1000 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH TO THE SOUTHERLY LINE OF SAID QUARTER QUARTER; THENCE WEST 181 FEET; THENCE NORTH TO A POINT 1000 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER; THENCE EAST 181 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION DEFINED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH 1000 FEET; THENCE WEST 181 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 119 FEET; THENCE NORTH 400 FEET; THENCE EAST 119 FEET; THENCE SOUTH 400 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL C:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 1000 FEET; THENCE WEST 300 FEET; THENCE NORTH 400 FEET; THENCE EAST 280 FEET; THENCE NORTH 600 FEET; THENCE EAST 20 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION DEEDED TO THE CITY OF FERNDALE UNDER AUDITOR'S FILE NO. 2000101307. TOGETHER WITH THAT PORTION AS CONVEYED UNDER AUDITOR'S FILE NO. 2030604299, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTH 1000 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH TO THE SOUTHERLY LINE OF SAID QUARTER QUARTER; THENCE WEST 181 FEET; THENCE NORTH TO A POINT 1000 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER; THENCE EAST 181 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED UNDER AUDITOR'S FILE NO. 2030604300, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH 1000 FEET; THENCE WEST 181 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 119 FEET; THENCE NORTH 400 FEET; THENCE EAST 119 FEET; THENCE SOUTH 400 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT "B"**  
***Phase I Legal Description***

PHASE I OF THE PLAT OF THE MEADOWS, A PLANNED UNIT DEVELOPMENT SITUATED IN A PORTION OF EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, BEING A CONCRETE MONUMENT AT THE CENTERLINE OF OLSON ROAD AND THORNTON ROAD INTERSECTION; THENCE SOUTH 88°08'49" EAST ALONG THE CENTERLINE OF SAID THORNTON ROAD 2626.40 FEET TO NORTH QUARTER SECTION CORNER OF SECTION 24; THENCE DEPARTING THORNTON ROAD CENTERLINE ALONG NORTH – SOUTH SECTION CENTERLINE SOUTH 01°20'18" WEST 40.00 FEET TO THE SOUTH MARGIN OF SAID THORNTON ROAD ALSO BEING THE NORTHEAST CORNER OF THE MEADOWS PLAT PHASE I AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH – SOUTH SECTION LINE 1016.88 FEET TO THE SOUTHEAST CORNER OF LOT 27 OF SAID PLAT; THENCE DEPARTING SAID SOUTHEAST CORNER SOUTH 19°50'29" WEST 96.76 FEET; THENCE NORTH 55°02'57" WEST 132.12 FEET; THENCE NORTH 76°44'22" WEST 163.28 FEET; THENCE SOUTH 69°48'08" WEST 176.98 FEET; THENCE SOUTH 58°16'10" WEST 90.16 FEET; THENCE SOUTH 71°30'35" WEST 87.55 FEET TO THE EAST MARGIN OF MONUMENT DRIVE; THENCE ALONG SAID MARGIN NORTH 87°48'44" WEST 60.00 FEET TO THE WEST MARGIN OF MONUMENT DRIVE; THENCE ALONG SAID MARGIN NORTH 02°11'16" EAST 114.41 FEET TO THE SOUTHEAST CORNER OF LOT 34; THENCE DEPARTING SAID MARGIN NORTH 62°40'32" WEST 148.28 FEET; THENCE NORTH 78°29'21" WEST 63.44 FEET; THENCE NORTH 86°32'41" WEST 49.80 FEET; THENCE NORTH 74°07'10" WEST 10.54 FEET; THENCE NORTH 74°07'10" WEST 93.20 FEET; THENCE NORTH 53°38'49" WEST 80.43 FEET TO THE WEST CORNER OF LOT 40; THENCE DEPARTING SAID WEST CORNER SOUTH 65°25'14" WEST 26.03 FEET; THENCE NORTH 65°25'52" WEST 103.53 FEET; THENCE NORTH 54°02'09" WEST 127.60 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG SAID WEST LINE NORTH 01°33'28" EAST 144.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°17'27" EAST 657.84 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 01°26'54" EAST 613.57 FEET TO SOUTH MARGIN OF SAID THORNTON ROAD; THENCE SOUTH 88°08'49" EAST 656.68 FEET TO THE **TRUE POINT OF BEGINNING**.

PHASE I CONTAINING 20.49 AC (892,698 SF)

SITUATE IN WHATCOM COUNTY, WASHINGTON

**EXHIBIT "C"**  
*Future Phases Legal Description*

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS A, B AND C:

PARCEL A:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M.,

EXCEPT THAT PORTION CONVEYED TO RICHARD J. LANGABEER AND JACQUELINE P. LANGABEER, HUSBAND AND WIFE UNDER AUDITOR'S FILE NO. 2140400193 DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°42'58" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 661.58 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 4 OF THE "WILLAND SHORT PLAT," WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 931119052; THENCE NORTH 01°18'12" EAST, 2.86 FEET TO INTERSECT AN EXISTING BARBED WIRE FENCE; THENCE NORTH 89°55'19" EAST ALONG SAID FENCE 57.18 FEET; THENCE SOUTH 89°16'02" EAST CONTINUING ALONG SAID FENCE AND ITS PROJECTION, 604.45 FEET MORE OR LESS TO INTERSECT THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°20'26" WEST ALONG SAID EAST LINE, 9.53 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

A TRACT OF LAND IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., DESCRIBED IN PARTICULAR AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., EXCEPT FOR A TRACT DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE SOUTH 1000.00 FEET; THENCE WEST 300.00 FEET; THENCE NORTH 400.00 FEET; THENCE EAST 280.00 FEET; THENCE NORTH 600.00 FEET; THENCE EAST 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THORNTON ROAD ALONG THE NORTH LINE.

ALSO EXCEPT THAT PORTION DEFINED AS FOLLOWS:

THAT PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH 1000 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH TO THE SOUTHERLY LINE OF SAID QUARTER QUARTER; THENCE WEST 181 FEET; THENCE NORTH TO A POINT 1000 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER; THENCE EAST 181 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION DEFINED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH 1000 FEET; THENCE WEST 181 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 119 FEET; THENCE NORTH 400 FEET; THENCE EAST 119 FEET; THENCE SOUTH 400 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL C:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 1000 FEET; THENCE WEST 300 FEET; THENCE NORTH 400 FEET; THENCE EAST 280 FEET; THENCE NORTH 600 FEET; THENCE EAST 20 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION DEEDED TO THE CITY OF FERNDALE UNDER AUDITOR'S FILE NO. 2000101307. TOGETHER WITH THAT PORTION AS CONVEYED UNDER AUDITOR'S FILE NO. 2030604299, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTH 1000 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH TO THE SOUTHERLY LINE OF SAID QUARTER QUARTER; THENCE WEST 181 FEET; THENCE NORTH TO A POINT 1000 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER QUARTER; THENCE EAST 181 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED UNDER AUDITOR'S FILE NO. 2030604300, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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EXCEPT THE FOLLOWING TRACT OF LAND:

PHASE I OF THE PLAT OF THE MEADOWS, A PLANNED UNIT DEVELOPMENT SITUATED IN A PORTION OF EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 1 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, BEING A CONCRETE MONUMENT AT THE CENTERLINE OF OLSON ROAD AND THORNTON ROAD INTERSECTION; THENCE SOUTH 88°08'49" EAST ALONG THE CENTERLINE OF SAID THORNTON ROAD 2626.40 FEET TO NORTH QUARTER SECTION CORNER OF SECTION 24; THENCE DEPARTING THORNTON ROAD CENTERLINE ALONG NORTH – SOUTH SECTION CENTERLINE SOUTH 01°20'18" WEST 40.00 FEET TO THE SOUTH MARGIN OF SAID THORNTON ROAD ALSO BEING THE NORTHEAST CORNER OF THE MEADOWS PLAT PHASE I AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH – SOUTH SECTION LINE 1016.88 FEET TO THE SOUTHEAST CORNER OF LOT 27 OF SAID PLAT; THENCE DEPARTING SAID SOUTHEAST CORNER SOUTH 19°50'29" WEST 96.76 FEET; THENCE NORTH 55°02'57" WEST 132.12 FEET; THENCE NORTH 76°44'22" WEST 163.28 FEET; THENCE SOUTH 69°48'08" WEST 176.98 FEET; THENCE SOUTH 58°16'10" WEST 90.16 FEET; THENCE SOUTH 71°30'35" WEST 87.55 FEET TO THE EAST MARGIN OF MONUMENT DRIVE; THENCE ALONG SAID MARGIN NORTH 87°48'44" WEST 60.00 FEET TO THE WEST MARGIN OF MONUMENT DRIVE; THENCE ALONG SAID MARGIN NORTH 02°11'16" EAST 114.41 FEET TO THE SOUTHEAST CORNER OF LOT 34; THENCE DEPARTING SAID MARGIN NORTH 62°40'32" WEST 148.28 FEET; THENCE NORTH 78°29'21" WEST 63.44 FEET; THENCE NORTH 86°32'41" WEST 49.80 FEET; THENCE NORTH 74°07'10" WEST 10.54 FEET; THENCE NORTH 74°07'10" WEST 93.20 FEET; THENCE NORTH 53°38'49" WEST 80.43 FEET TO THE WEST CORNER OF LOT 40; THENCE DEPARTING SAID WEST CORNER SOUTH 65°25'14" WEST 26.03 FEET; THENCE NORTH 65°25'52" WEST 103.53 FEET; THENCE NORTH 54°02'09" WEST 127.60 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG SAID WEST LINE NORTH 01°33'28" EAST 144.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88°17'27" EAST 657.84 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 01°26'54" EAST 613.57 FEET TO SOUTH MARGIN OF SAID THORNTON ROAD; THENCE SOUTH 88°08'49" EAST 656.68 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN WHATCOM COUNTY, WASHINGTON



**EXHIBIT "D"**  
**Design Guidelines**

# *The Meadows*

## DESIGN GUIDELINES

## **PURPOSE AND INTENT**

The Lot Design Standards (herein also referred to as Design Standards) presented in this book will assist you in designing your new home in harmony with the neighborhood of **The Meadows**. These Standards are intended to define and maintain the design character and assure compatibility within the community. This book provides site design requirements as well as architectural and landscape standards which must be adhered to as you improve your **Meadows Lot**.

The sketches and graphic representations in this book are offered only as general visual aids in understanding the basic intent of the Design Standards. The illustrations are not intended to depict any actual Lot home or represent any particular-graphic scale.

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**DESIGN STANDARDS**

The Lot Design Standards consist of the restrictions, limitations and guidelines within this document that concern, without limitation the following:

- a) The conformance of any proposed Improvement with the Design Standards defined herein;
- b) The conformity of completed Improvements to previously approved plans and specifications;
- c) Construction, exterior additions, reconstruction, changes or alterations to or maintenance of any Improvements, as well as the nature, shape, height, materials, exterior, color, surface and location of such Improvements.

These standards, along with the provisions set forth in the Declaration of Covenants, Conditions, Restrictions and Reservations for The Meadows, a planned unit development (Declaration) and form the basis and criteria for evaluation of plans and specifications submitted for review and approval by the Architectural Committee. Pursuant to the Declaration, The Meadows Ferndale Homeowners' Association has been created as a non-profit corporation (TMCA), which is the community association which provides for maintenance and repair of the common areas and enforcement of the Declaration.

The Architectural Review Committee is a subcommittee of the Board of Directors of the TMCA and provided for in the Declaration. In the event of a conflict between these Design Standards and any of the terms of the Governing Documents, the Governing Documents shall prevail.

Any condition or material not defined in these Standards, unless described by the Governing Documents will become a matter of discretionary judgment by the Architectural Review Committee.

In addition to these requirements, all Improvements on your Lot shall conform to all appropriate city, state and federal building requirements. In some instances, there may be an overlapping of requirements, in which case the more stringent requirements apply. The City of Ferndale Planning and Building Department shall be contacted concerning municipal codes, ordinances and regulations.

As these Standards are subject to amendment from time to time, it is the responsibility of all Lot owners to obtain any amendments from Declarant or TMCA.

GENERAL NOTE: These Design Standards discuss all plans and specifications that can be passed through the City of Ferndale without a variance. Any additional plans and specifications requesting the approval for construction or installation of improvements not covered in these standards are subject to the approval of the City of Ferndale and may require obtaining a variance for their approval. It is the Lot owners' responsibility to determine any and all requirements of the City of Ferndale.

**DEFINITIONS:**

**ARCHITECT:** A person registered to practice architecture in the State of Washington.

**ARCHITECTURAL REVIEW COMMITTEE:** The committee appointed by the Board of Directors of the TMCA and/or Declarant as provided in the Governing Documents to review and either approve or disapprove proposals and/or plans and specifications for the construction or installation of Improvements within The Meadows Lots. The initial Architectural Review Committee as appointed by the Declarant is Underwood & Associates, LLC.

**BUILDING ENVELOPE:** That portion of a Meadows Lot in which a home may be constructed as defined by the applicable setback requirements and height limits set forth herein and in the Governing Documents.

**DECLARANT:** Shall mean The Meadows, LLC or any successor thereof.

**GOVERNING DOCUMENTS:** The Articles, Bylaws, Declaration, any rules and regulations, and these Design Standards, as subject to amendment from time to time. Also, includes all governmental regulations such as the City, State and Federal building requirements. The City of Ferndale Building Department shall be contacted concerning municipal ordinances, codes and regulations.

**HARDSCAPE:** Inorganic, impervious building and paving materials placed on the ground to form a permanent driving or walking surface (e.g. driveways, walkways, pool decks, etc.).

**HOURS OF CONSTRUCTION:** The only hours of the day when exterior construction of any nature is permitted within the Lots as defined herein; June 1 – October 1, Monday through Saturday - 7:00 am to 8:00 pm. October 2 – May 31, Monday through Saturday – 7:00 am to 6:00 pm.

**IMPROVEMENTS:** Any structure of appurtenance of every kind and type that did not previously exist in a natural state on any given Lot (e.g. buildings, accessory structures, landscaping, walls, equipment, utilities, etc.)

**THE MEADOWS LOTS:** All lots within The Meadows, a planned unit development, as may be modified by the addition of future phases. It is anticipated that there will be a total of one hundred and fifty-seven (157) lots within all phases of The Meadows, planned unit development which will be subject to these Design Standards, the Governing Documents and within the jurisdiction of the TMCA. In these Design Standards, the term Lot shall be interchangeable and synonymous with The Meadows Lots.

**STREETSCAPE:** Design elements connected with a street, it's right of way and immediately adjacent land; primarily plants, walls, hardscape and lighting.

**THE MEADOWS  
COMMUNITY ASSOCIATION**

The Meadows Lots are governed by a community association called The Meadows Ferndale Homeowners' Association.

TMCA is responsible for the maintenance of The Meadows common areas as described in the Declaration and the Plat Map for The Meadows, including but not limited to, storm water ponds and facilities, wetland areas, open space, trails, PUD setbacks and frontage on Thornton Street.

The Meadows is located within the City of Ferndale and is governed by its zoning ordinances, building codes and planning regulations. The architectural character of the community will provide internal consistency and integrity to The Meadows. The combination of architecture, landscape architecture and urban design will further enhance the theme.

**COMMUNITY LANDSCAPE CHARACTER**

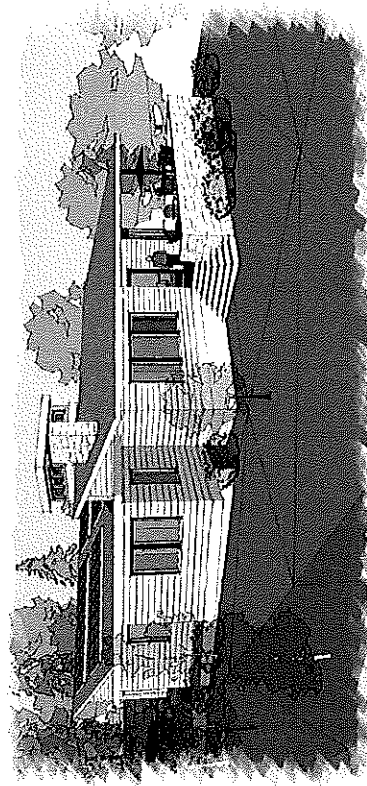
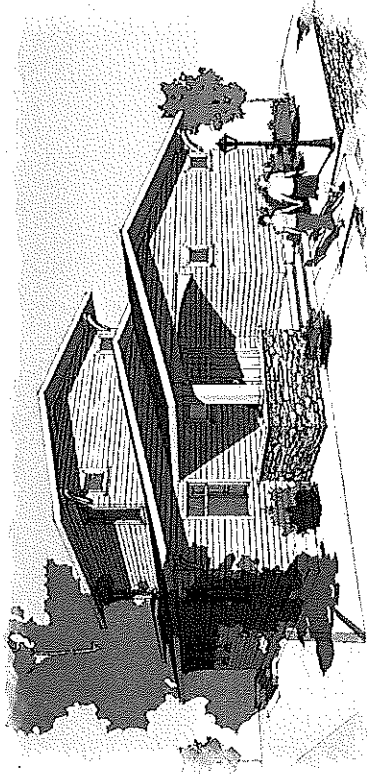
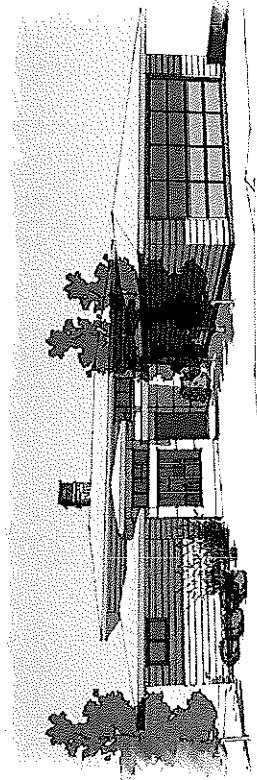
Private rear yards shall be installed and maintained by the Lot owner in accordance with the landscape standards in these Design Standards.

## ARCHITECTURAL CHARACTER

The community of Ferndale exemplifies a myriad of architectural expressions blended with the natural terrain of the rolling hillside and forest orientation. While a distinct architectural style cannot be defined, Ferndale has evolved into a blend of eclectic building forms.

The Architectural Character of The Meadows seeks to blend with the established character of the Ferndale community while attaining its own individual identity. The architectural concept chosen for each Lot shall be fully developed and be true to the quality of the selected architecture. Hybrid styles / log homes are unacceptable. The purpose of these Design Standards is to establish a consistency of materials, colors and forms for The Meadows Lots, while allowing for flexibility of design expression.

These examples of various architectural materials and forms are consistent with the characteristics of the surrounding community. The following illustrations provide a general idea of some of the submittals that would be appropriate in The Meadows.





### **BUILDING ENVELOPES AND SETBACKS**

The Building Envelope sets the maximum height, setback and volume of each dwelling. It does not represent the ultimate shape or architectural appearance of the building. No portion of the structure shall be built outside of the building setback, except for those allowed in the City of Ferndale's Zoning Ordinance.

Setbacks shall be per the recorded plat maps, the Declaration, and city code. Maximum height shall be pursuant to the Declaration, City of Ferndale requirements and these Design Standards.

### **ACCESSORY STRUCTURES AND DECKS**

Patio structures, decks, gazebos, outbuildings, trellises, rain guards and the like are allowed. All accessory structures shall be reviewed and approved by the Architectural Review Committee to evaluate consistency with the Design Guidelines and the Declaration, including for the purpose of control of any view obstructions.

Refer to the City of Ferndale's Zoning Ordinances, Building Codes and Planning Regulations for requirements concerning all accessory structures.

### **FENCES AND WALLS**

The following fence design criteria is intended to provide variety and privacy for each Meadows Lot and continuity within the neighborhood. Refer to the Building Materials section for allowable

materials and colors. All fences shall be approved by the Architectural Control Committee.

Permitted fences shall be limited to six (6) feet in height and shall not be allowed within the front setback zone of each lot.

## **BUILDING MATERIALS AND FEATURES**

### **ACCESSORY STRUCTURES**

Patio structures, decks, trellises, rain guards, gazebos, outbuildings and any other appurtenant improvements. Accessory structures shall be consistent with the colors, materials and forms and shall be integral to the architecture of the house.

### **ANTENNAS / SATELLITE DISHES**

All antennas are restricted to the attic or interior of the residence. Satellite dishes may not face the main road and must be hidden from public view. It is mandatory that all homes be pre-wired to accommodate cable reception. Installation of antennas and satellite dishes is subject to Federal law, which controls over the Design Guidelines and the Declaration.

### **AWNINGS**

Awnings, if used, must be harmonious with the exterior color palette.

### **CHIMNEYS**

Chimneys of approved exterior materials shall not exceed the heights required by the local codes and the Declaration.

### **EXTERIOR LIGHTING**

All exterior lighting is to be indirect and shielded to prevent spillover onto adjacent Lots and streets. Exposed bulbs, spot lights, reflectors and lenses are prohibited.

### **EXTERIOR WALL MATERIALS**

Primary wall surfaces shall be finished wood siding, hardy plank, masonry or stucco. Smooth, sand finished or medium lace stucco is allowed; heavy swirl or Spanish lace textures are prohibited. Brick,

masonry or stone may be used. Rock faces should be terminated at inside corners. Continuity of materials and colors is required. Exterior colors shall not be highly contrasting, arbitrary or graphic.

### **FENCES**

Fences shall be wood or black vinyl with top rail, finished to compliment the primary residence colors. Vinyl fencing shall have vines and other landscaping to limit its visual impact.

### **HEIGHT**

Homes in Phase 1 & 2 shall be no more than 28' in height and homes in Phase 3 with more than 3,000 sf of livable area shall be no more than 32' in height. Height is measured by the average of the natural or existing topography of the portion of the lot which will be directly under the proposed building.

### **GARAGE**

All garages will be fully enclosed.

### **GUTTERS AND DOWNSPOUTS**

Gutters and downspouts must be designed as an architectural feature. Gutters are to be colored to match the surface to which they are attached unless copper is used.

### **MECHANICAL EQUIPMENT**

All air conditioning, heating equipment and soft water tanks shall be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs or in windows.

#### PAVING

Driveway and other flat paved areas must be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Asphalt paving within the Lot is prohibited.

#### POOLS AND GAMECOURTS

Pools and game courts shall be designed to not impact adjoining properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

#### ROOFS

The predominate roof forms shall be hip or gable with pitches from 4:12 to 8:12 or flat. Flat roofs shall be articulated to avoid expansive flat areas. Mansard roofs are not allowed. Roof overhangs are encouraged and shall have stained or painted wood fascias. Hip or gable roofing materials may be wood shake, architectural grade composition shingles, non-reflective metal or tile. Flat roofing materials shall blend in color with pitched roofing materials.

Roof material colors shall be natural tones and colors. Flat roof areas of gravel shall blend in color with main roof.

#### SHEET METAL, FLASHING AND VENTS

All flashing, sheet metal, vent stacks and pipes will be colored to match the material to which they are attached or project from.

#### SKYLIGHTS

Skylights, if proposed, are to be designed as an integral part of the roof. Skylight framing material shall be bronze anodized or colored to match adjacent roof.

#### SOLAR EQUIPMENT

Solar panels, if proposed, are to be integrated into the roof design. Panels and frames shall be bronze anodized or colored to match roof.

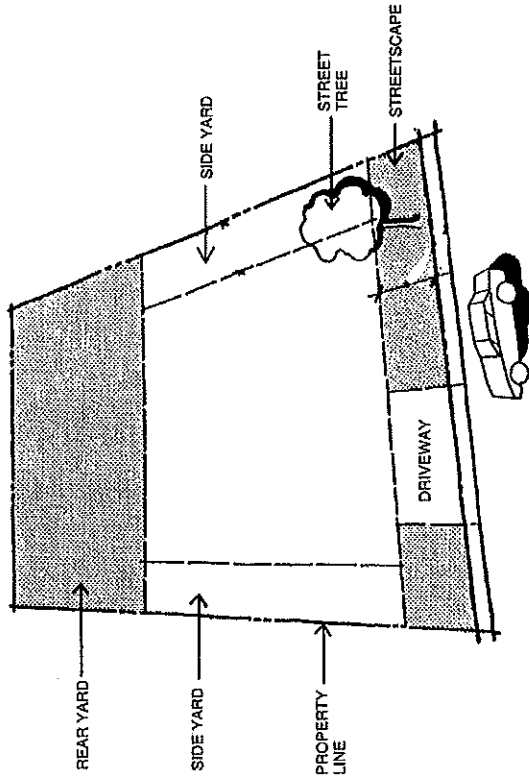
#### TRASH CONTAINERS

Each Lot shall have a trash container area screened from view of both the street and the neighbors, or provide space for containers in Garages. Containers may be placed at the curb the night before and must be removed from the curb within 24 hours of scheduled collection times.

#### TRIM AND ACCENT COLORS

Exterior color accents shall be of permanent materials. Wood fascias and trim shall be stained or painted and not highly contrasting or arbitrary. Trim and accent colors shall be natural tones and colors.

**COMMUNITY LANDSCAPE STANDARDS**



The Lot owner is responsible for planting and maintaining all landscaping within their Meadows Lot, except as may be described in the Governing Documents. All plant materials shall be selected from the approved list for each zone.

**SIDE AND REAR YARDS**

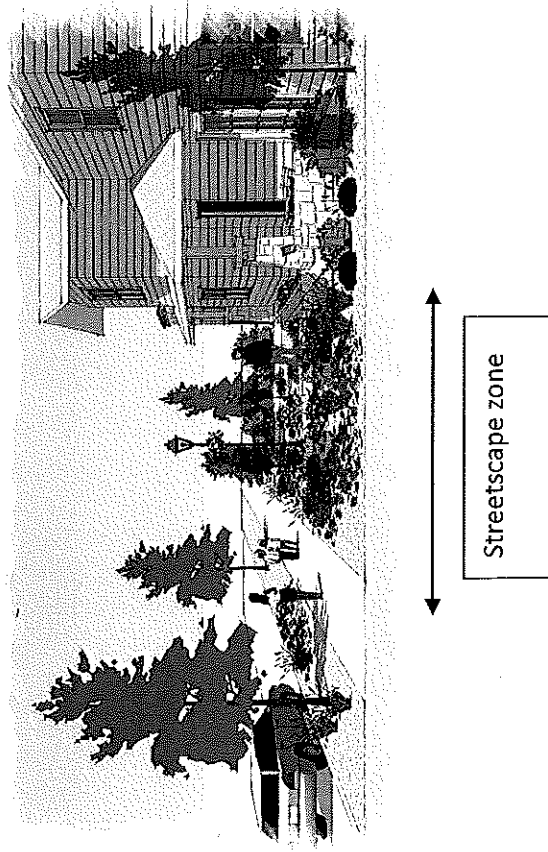
In the rear yard, planting must not block views from adjoining Lots. Generous side yard planting is encouraged to screen neighboring homes.

**STREET TREES**

Each Lot shall install one (1) street tree from the approved list. Street trees and the area between the sidewalk and the road will be maintained by TMCA.

**STREETSCAPE ZONE**

The Streetscape Zone is the area between the curb and the building at the front of each Lot. Owners shall landscape within this zone utilizing landscape materials which shall be selected from the approved plant list.



## LANDSCAPE STANDARDS

### LANDSCAPE STANDARDS

Each of the Lots contain two (2) landscape areas: the streetscape zone with non-fenced side yards, and the fenced side and rear yard zone. Planting in these zones is designed to create a cohesive environment that complements a Northwest climate.

The following planting palettes shall be used in the landscaping of each Lot.

### STREETSCAPE AND NON-FENCED SIDE YARD ZONE

#### Ground Cover:

Micro-Clover turf and ground cover, depending on the site condition are recommended for this area. Acceptable species are as follows:

Turf: Chewings Fescue  
Kentucky Bluegrass  
Hard Fescue  
Perennial Ryegrass  
Micro Clover  
Ground Cover: Allium cernuum – Nodding Onion  
Arctostaphylos uva-ursi – Kinnikinnik  
Armeria maritime – Thrift “Sea Pink”  
Fragaria chiloensis – Beach strawberry

#### Shrubs:

If shrubs and alternative ground covers are required because of space constraints, at least 50% of the plants must consist of the following:

Mahonia aquifolium – tall Oregon grape  
Philadelphus lewisii – mock orange  
Ribes sanguineum – red-flowering currant  
Symphoricarpos albus – snowberry  
Spiraea densiflora – subalpine spirea  
Gaultheria shallon - salal

The remaining 50% of the plant materials in this zone shall be selected from the following:

Amelanchier alnifolia – serviceberry; juneberry  
Holodiscus discolor – oceanspray  
Myrica californica – Pacific wax myrtle  
Rosa nutkana – nootka rose  
Oemleria cerasiformis – indian plum; osoberry

Each Lot is planted with a minimum of one street tree

#### Trees:

Acer davidii – David’s Maple  
Crataegus x Lavallei – Lavalle Hawthorn  
Fraxinus pennsylvanica “Johnson” – Leprechaun Ash  
Zelkova serrata “Schmidtlow” – Wireless Zelkova  
Acer buergerianum – Trident Maple

## **FENCED SIDE AND REAR YARD ZONE**

Shrubs and ground covers for these areas may be similar to those recommended for the front yard palette. Additional species may be submitted for approval for the rear yard zone. Placement of all rear yard trees will be approved by the Architectural Review Committee to avoid any view obstruction.

## **ZERO LOT LINE PROPERTIES**

Landscaping on shared lots shall be subject to approval by the Architectural Review Committee. A shared landscaping area, including one tree in addition to ground cover, or more so as to provide the appearance of a visual separation between the attached units, as viewed from the street(s) adjoining the Improvement. The shared landscape area shall be shown on the submitted landscape plan. The shared landscape area shall be approved by the Architectural Review Committee.

## **INSTALLATION**

Any irrigation and all planting installation shall be undertaken by personnel competent to perform such work. Contractors performing construction and installation work will be properly licensed and bonded. Irrigation may be eliminated by hand watering.

The following information is intended to guide the owner in preparing landscape for visual and functional use. Landscape plan materials are to be considered strong visual unifying elements and shall reflect the physical, functional and aesthetic qualities of The Meadows.

## **Planting Standards**

- 1) The planting shall be designed to create, in time, a cohesive, unified exterior environment to further complement the Northwest character displayed throughout the Meadows Community landscaping. Plant material shall therefore relate to the scale and character of the land and improvements.
- 2) A simple palette of plant materials serves to enhance an area. A recommended palette has been developed as a guide in the previous sections. The plant list is provided to define the desire to use low-water and low maintenance materials.
- 3) Trees and shrubs shall provide the principal visual enhancement, with herbaceous and quick growing plants representing only a small quantity of the plant palette.
- 4) The recommended shrub-type and ground covers shall be spaced so they completely cover the soil when mature.
- 5) Close attention shall be given to the use of plants so they create a livable environment for people. Plants may be used to perform screening; define three dimensional spaces; control erosion, glare, noise, and climate; aesthetics; and defining circulation patterns.
- 6) Installation of the plant materials shall be accomplished in a manner that reduces potential maintenance problems.
- 7) Additional plant materials other than those indicated on the recommended list may be used only upon approval.
- 8) The planting design must be tailored to the type of irrigation system and operation proposed by the designer. An arrangement of plants requiring differing moisture requirements shall be avoided.

### Irrigation Standards

If an irrigation system is installed, the following information is intended to guide the Owner and Landscape Designer in structuring the irrigation system for functional and maintenance efficiency.

- 1) It is highly recommended that all irrigation systems be professionally designed by either a Landscape Architect or an irrigation consultant to insure efficient water management and control for plant material.
- 2) When selecting sprinkler heads, spacing, valves and the programming controller, the designer shall consider varying environmental conditions or orientation, such as: sun and shade, soils, terrain, percolation rates, moisture sensing, erosion control and wind.
- 3) All systems shall utilize state of the art equipment by name brand manufacturers. Use of automatic controls will offer flexibility and efficient irrigation.
- 4) Efficiency in irrigation design will conserve water.

### Maintenance

After installation of all landscaping, a maintenance program shall be implemented. Problems such as irrigation adjustment and related plant failure shall be corrected immediately.

Upon final acceptance by owner, a qualified maintenance program shall continue.

Landscape features, including lawn, shrubs, trees and ground covers will require regular mowing, trimming, pruning, and fertilization.

The landscape maintenance program shall include the following:

- 1) Mowing and edging of turf grass.
- 2) Watering as required to maintain soil moisture necessary for proper plant growth.
- 3) Fertilizing.
- 4) Controlling weeds through the selective use of approved post-emergent or pre-emergent herbicides. Consultation with a licensed pest control advisor is recommended for use of insecticide and fungicide for pest and disease control.

**SUBMITTAL PROCESS  
PURPOSE AND INTENT**

**SUBMITTAL AND REVIEW OF PLANS AND SPECIFICATIONS TO  
ARCHITECTURAL REVIEW COMMITTEE**

Submittal of the Design Review Application and fees shall be made by mail, payable to Underwood and Associates, LLC:  
The Meadows Architectural Review Committee  
c/o Underwood and Associates, LLC  
1005 4<sup>th</sup> Street  
Anacortes, WA 98221

Submittal of plans and specifications for the construction or installation of any Improvements within The Meadows shall be via email in PDF format to: [tmarc@underwoodarchitecture.com](mailto:tmarc@underwoodarchitecture.com). Upon receipt of the mailed fees and emailed plans, the review will proceed. The Declarant and/or Board of Directors has the power to change the address for the submittal of plans and specifications.

**CITY AND OTHER APPROVAL**

Approval of any project by the Architectural Review Committee does not waive the requirements of the City of Ferndale Building Department or any other requirements of any other governmental agency or entity with jurisdiction, nor does obtaining all required City of Ferndale permits waive the need for the Architectural Review Committee approval. The Architectural Review Committee will not knowingly approve a project which violates the City of Ferndale building or zoning codes or those of any other governmental agency or entity, and takes no responsibility for plan conformance to any criteria other than these Design Standards.

**SUBMISSIONS REQUIRED**

All submissions for the construction or installation of any Improvements, including but not limited to a Home, must be emailed in a .pdf form. The submission must include the review fee, Architectural Review Application and required documents outlined in the submittal section.

The owner is to pay a \$325 fee for the review of architectural drawings and specifications for a new residence. This approval will be good for a period of 18 months, after which a new application and fee will be required. These fees are subject to increase by the Declarant or the Board of Directors. The fee shall be paid at the time of the submission of plans and specification.

Contact Underwood and Associates for a fee quote regarding any home improvements or additions.

Note: Fees stated in this document do not include fees required by the City of Ferndale.

The submission for Improvements, including Homes, is to consist of working drawings that are prepared for submission to the City of Ferndale for a building permit. On completion of the review and approval, an electronic set of each submission is to be retained by Architectural Review Committee for future compliance review.

If Landscape, Fence and Exterior Color/Finishes are deferred for approval, there shall be an additional \$50 fee for each additional submittal.



## **SUBMITTAL**

Submitted working drawings must be prepared to scale and are to include all of the following that are applicable:

Site Plan: Minimum Scale  $1/8'' = 1'-0''$

- 1) Show Lot lines accurately, including length and angles.
- 2) Show all buildings, structures, fences, setbacks, sidewalks, slopes and street right-of-way contiguous to the Lot.
- 3) Show all dimensions on work to be considered, distances between existing and proposed work, and distances between proposed work and property lines.
- 4) Show required Building Envelope setbacks.
- 5) Show locations of adjacent structures if present.

Grading Plan: Minimum Scale:  $1/8'' = 1' 0''$

Show existing contours and proposed changes to finished grade if required or intended.

Floor Plans: Minimum Scale:  $1/8'' = 1' 0''$

- 1) Indicate all walls, columns, openings and any conditions or feature that will affect the exterior design of the building.
- 2) Dimension accurately all items and parts of plans and details, including balconies, decks, atriums, carports, garages, storage buildings, pools, recreation areas, patio covers.
- 3) Include notes on all items of the exterior that cannot be clearly noted on elevation.
- 4) Square footage of total living areas.

Elevations: Minimum Scale:  $1/8'' = 1' 0''$

- 1) Show plan of all proposed roofs with slope pitches and ridge heights above pad elevation.
- 2) Show materials of all proposed roofs.

- 3) Indicate any unusual conditions or construction resulting from this work.

Landscape Plan: Minimum Scale:  $1/8'' = 1' 0''$

- 1) Show drainage for surface and subsurface.
- 2) Show slope stabilization and grading.
- 3) Show type, size and location of all plant and tree materials, and be consistent with the landscape standards set forth herein.
- 4) Show all fences, walls, trellises, pools, arbors and gazebos, and their locations, material and colors.

Exterior Colors and Finishes:

PDF cut sheets of colors and an elevation showing a clear indication to which surface the color relates. A PDF a cut sheet of the finish roofing material highlighting the color must be provided.

Fence Plans:

Drawings must include specifications of materials, color and height. Heights shall also be shown in relation to adjacent ground elevations.

## **REVIEW**

The Owner may request to be present at the review. The Owner may contact Underwood and Associates, LLC to set up a meeting time.

Plans received for Submittal review that are deemed complete, shall be approved or disapproved by The Meadows within 21 calendar days.

**EXHIBIT "E"**

**Stormwater Operations and Maintenance Manual**

# STORMWATER OPERATIONS AND MAINTENANCE MANUAL

*The Meadows  
Ferndale, WA.*

**Prepared for:**

**THE MEADOWS, LLC**  
c/o Weden Engineering, LLC  
2636 Nubgaard Road  
Ferndale, WA 98248

**September 2014**

**Prepared by:**



**WEDEN ENGINEERING, LLC**  
Civil Engineering • Land-Use Planning • Project Management

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PO Box 3246 / 2636 Nubgaard Rd | Ferndale, WA |  
98248 | 360-380-1363 | 360-384-3615 fx

info@wedenengineering.com  
www.wedenengineering.com

*Weden Project No. 1308*

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## 1. INTRODUCTION

Properly maintained stormwater systems keep sites from flooding and can help reduce surface water and ground water pollution. Drainage systems are often in or near areas that are also fish and wildlife habitat.

This manual helps storm sewer owners operate and maintain the site's stormwater facilities in a way that conforms to regulations protecting fish and wildlife. This manual is based on guidelines presented in the Department of Ecology's *2005 Stormwater Management Manual for Western Washington (2005 SMMWW)*.

The stormwater facilities on-site will be privately owned and maintained. This manual describes each of the stormwater system components, how they are intended to operate, and what maintenance activities shall be followed.

Facilities include 6 detention ponds, catch basins and associated conveyance system. Facilities are designed to operate with a minimum of maintenance; however some maintenance will be required.

Operation and maintenance of the proposed on-site stormwater management facilities includes training designated personnel on the appropriate inspection, record-keeping, and maintenance procedures. Stormwater facilities should be inspected bi-annually to ensure proper operation, and inspections should also be made during and immediately after a large storm event.



## 2. PROJECT INFORMATION

Project Name: The Meadows PUD

Location: 2717 Thornton Road  
Ferndale, WA 98248

Owner: The Meadows, LLC

Engineer & Contact: Eric Weden, PE  
Toni Van Male, PE  
Weden Engineering, LLC  
22636 Nubgaard Road  
Ferndale, WA 98248

Reporting Spills to soils: WA Department of Ecology Toxics Cleanup Program  
(800) 407-7170

Reporting Spills to water: WA State Emergency Management Division  
(800) 258-5990

National Response Center  
(800) 424-8802

### 2.1. Project phasing

The development of The Meadows PUD will be in three phases. Stormwater facilities will be completed as condition of each plat, as approved by the City of Ferndale. The homeowners association will be majority owned by the developer, and the association will have increasing ownership as phases are completed.



## 3. DRAINAGE FACILITY DESCRIPTIONS

### 3.1. Major facilities

The stormwater facilities include 5 detention ponds with associated outlet flow control structures, catch basins and associated conveyance pipes and appurtenances that convey flow from residences and roads to each of the respective ponds. The following are brief descriptions of the facilities.

- **Detention Pond.** This open and bermed basin temporarily stores stormwater runoff during rain events and slowly releases them through an outlet control structure. The ponds will be planted with natural appearing vegetation which enhance the wildlife habitat and will require less maintenance as the vegetation will not be mowed or disturbed unless it interferes with the pond functioning.
- **Control Structure/ Flow Restrictor.** Flow control structures and flow restrictors direct or restrict flow in or out of facility components. Outflow controls on detention facilities are a common example where flow control structures slowly release stormwater at a specific rate. The flow is regulated by a combination of orifices (holes with specifically sized diameters) and weirs (plates with rectangular or "V" shaped notch). Lack of maintenance of the control structure can result in the plugging of an orifice. If these flow controls are damaged, plugged, bypassed, or not working properly, the facility could overtop or release water too quickly. This could damage streams, habitat, and property.
- **Catch Basins.** A catch basin is an underground concrete structure typically fitted with a slotted grate to collect stormwater runoff and route it through underground pipes. Catch basins can also be used as a junction in a pipe system and may have a solid lid. Catch basins are located throughout the site, connecting stormwater pipes and conveying flow to the dry pond. Storm sewer pipes convey stormwater. Pipes are built from many materials and are sometimes perforated to allow stormwater to infiltrate into the ground. Stormwater pipes are cleaned to remove sediment or blockages when problems are identified. Stormwater pipes must be clear of obstructions and breaks to prevent localized flooding. All stormwater pipes should be in proper working order and free of the possible defects listed below.



### 3.2. Residential Facilities

In addition to the facilities capturing and dispersing the combined runoff, the following individual residential lots will disperse flow from their roofs and/or driveways to adjacent wetlands.

**Table: THE MEADOWS- Dispersed Lot Summary**

Basin ID	Lots with Dispersion
A	109-112, 117, 136-138, 145-149, 151-152, 156
B1	62 - 71, 81 - 83
B2	58-60, 118, 121-124
C1	50-54
C2	27- 33
C3	34, 37-42, 49





## **4. MAINTENANCE STANDARDS FOR DRAINAGE FACILITIES**

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

### **4.1. Catch Basins, Detention Ponds and Flow Control Structures**

The following facility-specific maintenance standards are excerpts from Volume V of the *2005 SMMWW*.

- Detention Ponds
- Control Structures (Outlet Flow Control Structure)
- Catch Basins



#### 4.6 Maintenance Standards for Drainage Facilities

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

**Table 4.5 – Maintenance Standards**

##### No. 1 – Detention Ponds

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

## No. 1 – Detention Ponds

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

## No. 1 – Detention Ponds

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pond Berms (Dikes)	Settlements	<p>Any part of berm which has settled 4 inches lower than the design elevation.</p> <p>If settlement is apparent, measure berm to determine amount of settlement.</p> <p>Settling can be an indication of more severe problems with the berm or outlet works. A licensed civil engineer should be consulted to determine the source of the settlement.</p>	Dike is built back to the design elevation.
	Piping	<p>Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.</p> <p>(Recommend a Goethechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.</p>	Piping eliminated. Erosion potential resolved.
Emergency Overflow/ Spillway and Berms over 4 feet in height.	Tree Growth	<p>Tree growth on emergency spillways creates blockage problems and may cause failure of the berm due to uncontrolled overtopping.</p> <p>Tree growth on berms over 4 feet in height may lead to piping through the berm which could lead to failure of the berm.</p>	Trees should be removed. If root system is small (base less than 4 inches) the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed civil engineer should be consulted for proper berm/spillway restoration.
	Piping	<p>Discernable water flow through pond berm. Ongoing erosion with potential for erosion to continue.</p> <p>(Recommend a Goethechnical engineer be called in to inspect and evaluate condition and recommend repair of condition.</p>	Piping eliminated. Erosion potential resolved.
Emergency Overflow/ Spillway	Emergency Overflow/ Spillway	<p>Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway.</p> <p>(Rip-rap on inside slopes need not be replaced.)</p>	Rocks and pad depth are restored to design standards.
	Erosion	See "Side Slopes of Pond"	

#### No. 4 – Control Structure/Flow Restrictor

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (Includes Sediment)	Material exceeds 25% of sump depth or 1 foot below orifice plate.	Control structure orifice is not blocked. All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall.	Structure securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes--other than designed holes--in the structure.	Structure has no holes other than designed holes.
Cleanout Gate	Damaged or Missing	Cleanout gate is not watertight or is missing.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
		Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
Orifice Plate	Damaged or Missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).	See "Closed Detention Systems" (No. 3).
Catch Basin	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).

## No. 5 – Catch Basins

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

### No. 5 – Catch Basins

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

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

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

## No. 7 – Energy Dissipaters

Maintenance Components	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
External:			
Rock Pad	Missing or Moved Rock	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil.	Rock pad replaced to design standards.
	Erosion	Soil erosion in or adjacent to rock pad.	Rock pad replaced to design standards.
Dispersion Trench	Pipe Plugged with Sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed so that it matches design.
	Not Discharging Water Properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench). Intent is to prevent erosion damage.	Trench redesigned or rebuilt to standards.
	Perforations Plugged.	Over 1/2 of perforations in pipe are plugged with debris and sediment.	Perforated pipe cleaned or replaced.
	Water Flows Out Top of "Distributor" Catch Basin.	Maintenance person observes or receives credible report of water flowing out during any storm less than the design storm or its causing or appears likely to cause damage.	Facility rebuilt or redesigned to standards.
	Receiving Area Over-Saturated	Water in receiving area is causing or has potential of causing landslide problems.	No danger of landslides.
Internal:			
Manhole/Chamber	Worn or Damaged Post, Baffles, Side of Chamber	Structure dissipating flow deteriorates to 1/2 of original size or any concentrated worn spot exceeding one square foot which would make structure unsound.	Structure replaced to design standards.
	Other Defects	See "Catch Basins" (No. 5).	See "Catch Basins" (No. 5).



## 4.2. Individual Residential Roof and / or Driveway Dispersion systems

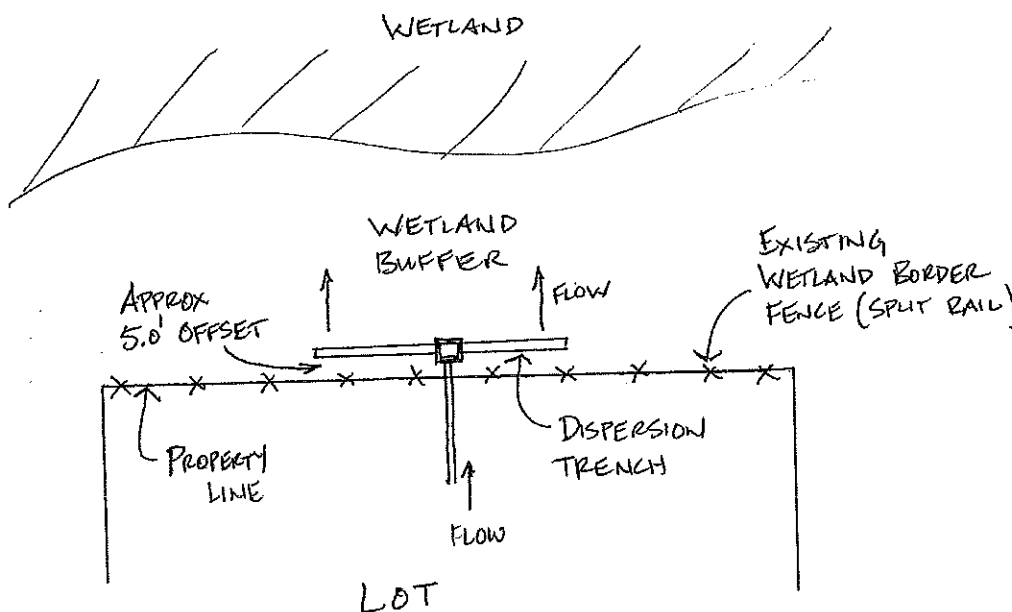
Sample designs provided by the Washington State Department of Ecology for roof down spout and / or driveway dispersion systems follow for the residences designated to have their roof and driveway runoff disperse directly to recharge adjacent wetland areas, (see section 3.2).

### Sizing & Construction

All building permit applications on lots requiring dispersion trenches for rainwater runoff as defined by this section shall prepare and submit a site plan as directed by the City, to scale, that includes the following information:

- Lot number and street address
- Property lines, fences, easements
- Footprint of all proposed improvements with dimensions (i.e. house/garage, driveway, patio, shed, graveled areas, etc.)
- Total impervious surface area proposed in square feet
- Calculated length of trench using formula given in *2005 SMMWW*, Figure 5.1
- Location of trench adjacent to Lot
- Reference *2005 SMMWW*, Figure 5.2 for construction details

Dispersion trenches shall be constructed within the conservation easement adjacent to the Lot line as shown below:



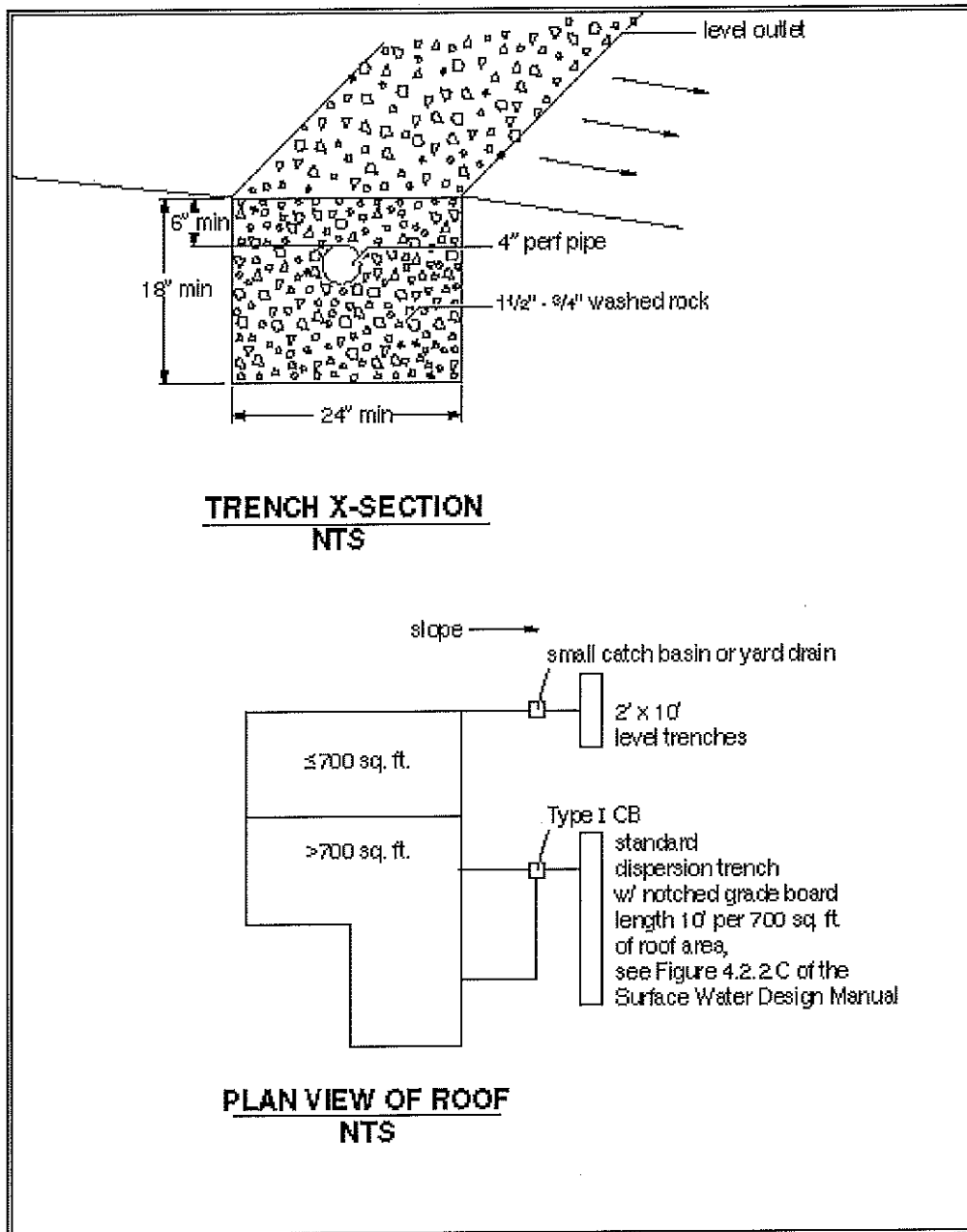
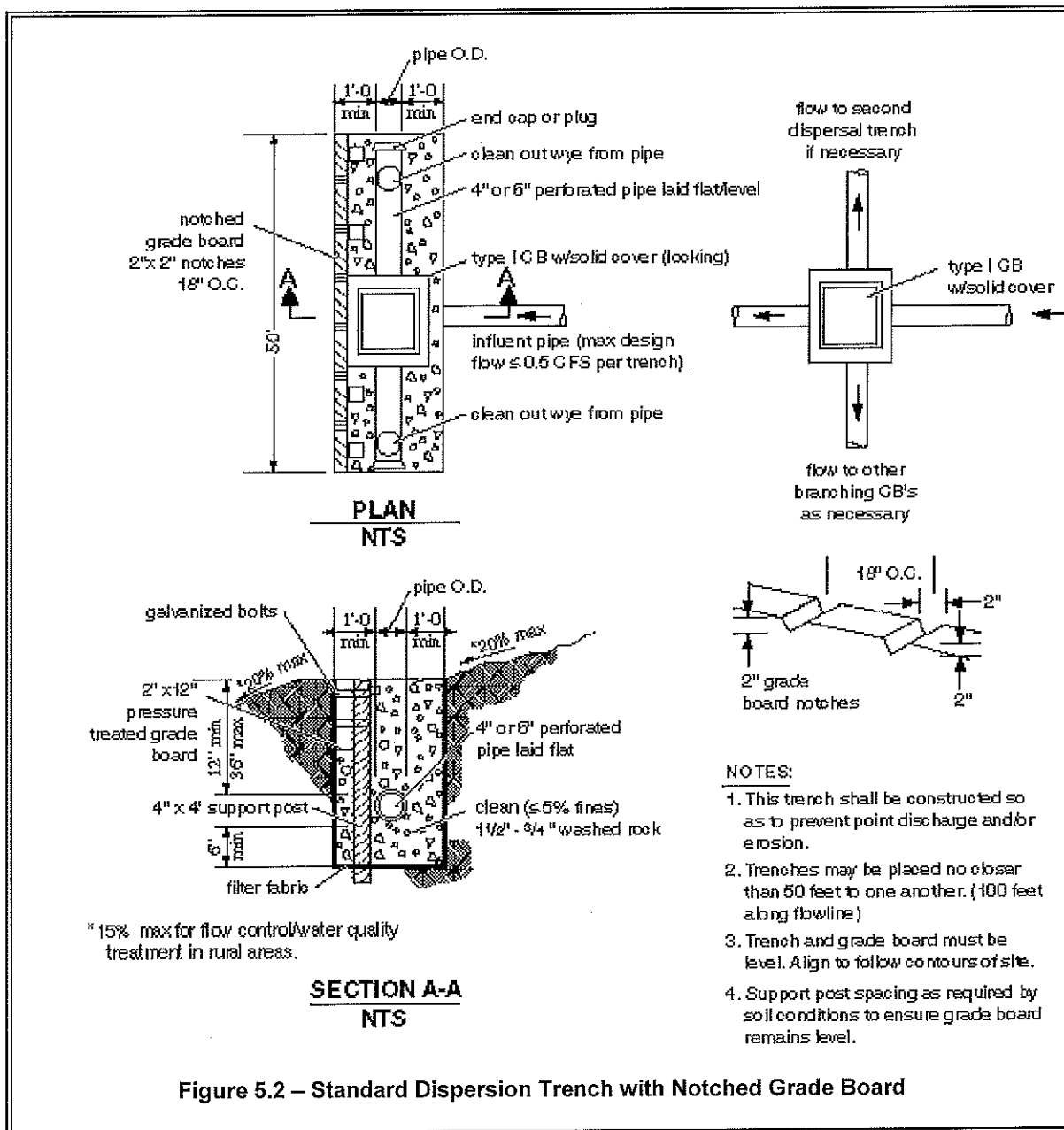


Figure 5.1 – Typical Dispersion Trench



Driveways to slope towards adjacent wetlands.  
 Steep driveways may require trench drains to intercept and direct flow to the adjacent wetlands via the roof dispersion trench.

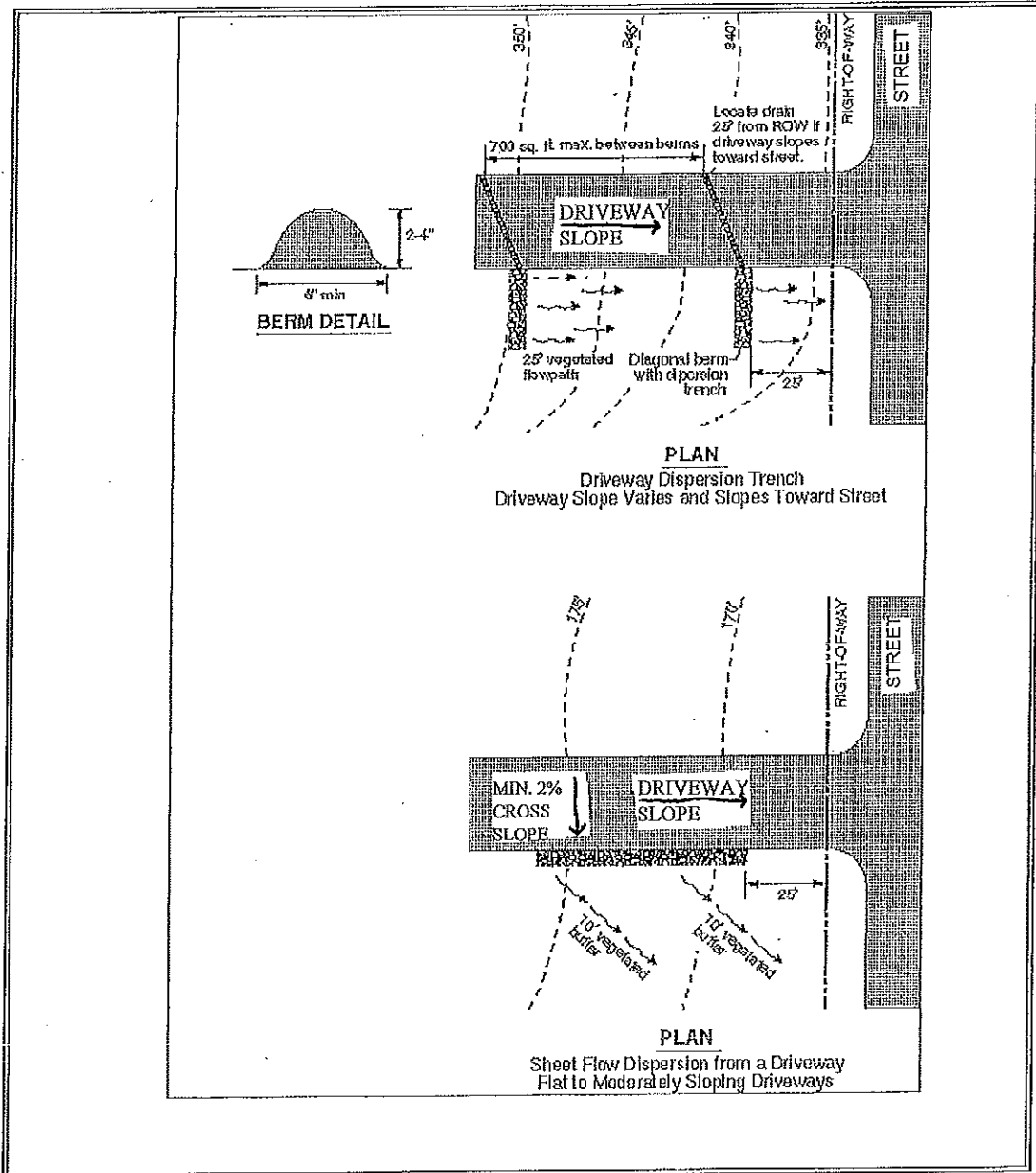


Figure 5.5 – Sheet Flow Dispersion for Driveways