



2060302796

Page: 1 of 53
3/17/2006 12:25 PM
D/RC \$84.00
Whatcom County, WA

Request of: ARIEL COURT DEVELOPMENT INC

After Recording Return to:

Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98225

PLAT # 2060302795

Document Title: Declaration of Covenants, Conditions, Restrictions, Easement and Reservations for Plat of Ariel Court

Declarant: Ariel Court Development, Inc., a Washington corporation

Abbreviated Legal Description: *PTN. OF NW 1/4 OF NE 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 2 EAST OF THE W.M.*

Assessor's Tax Parcel ID Number: *390230 340462 0000*

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENT AND RESERVATIONS
FOR
PLAT OF ARIEL COURT**

THIS DECLARATION is made this 14TH day of MARCH, 2006, by ARIEL COURT DEVELOPMENT, INC., a Washington corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property situated in Whatcom County, Washington, legal description of which is set forth in Exhibit A, attached hereto and incorporated by reference. Such real property, together with all residences and other structures thereon constituting real property, now existing or to be constructed in the future, shall hereinafter be referred to as the "**Real Property**"; and

WHEREAS, Declarant presently is developing the Real Property and intends to sell lots for residential use; and

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Real Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Real Property as is now or may hereafter be submitted to this Declaration. Declarant intends by this Declaration to impose upon the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the Real Property.

NOW THEREFORE, DECLARANT hereby covenants, agrees and declares that all of the Real Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property. These Covenants, Conditions, Restrictions, Easements and Reservations shall run with the Real Property, and each part of it, and shall be binding on all parties having or acquiring any right, title or interest in the Real Property or any part thereof shall inure to the benefit of each owner thereof. Acceptance of an interest in a lot or other portion of the Real Property shall be deemed acceptance of the terms and provisions of this Declaration, and any conveyance hereafter of any portion or interest in the Real Property shall be subject to these Covenants, Conditions, Restrictions, Easement and Reservations.

Article I DEFINITIONS

- A. **“Association”** shall mean Ariel Court Community Association, its successors and assigns.
- B. **“Declarant”** shall mean ARIEL COURT DEVELOPMENT, INC., and anyone to whom it assigns its rights in writing as Declarant under this document.
- C. **“Declaration”** shall mean these CCRs.
- D. **“Lot”** shall mean those lots numbered in Arabic numerals 1 – 14 (**Lot 15 is specifically excluded from the provisions of this document**) shown on the face of the plat, and legally described above. A copy of said plat is attached hereto as Exhibit B – Plat of Ariel Court.
- E. **“Owner”** shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser of any Lot shall be deemed its owner.
- F. **“Subdivision”** shall mean and refer to that certain real property described on Exhibit A – Legal Description.



Article II
COMMUNITY ASSOCIATION

Each Lot owner within the Subdivision shall be a member of the Association, which is to be formed for the purpose of owning, protecting, preserving and maintaining the open space tract(s), the stormwater detention and treatment tract (see Exhibit C -Tracts A & B, Open Space/Wetland/Stormwater), including all associated facilities and equipment not dedicated to the City of Ferndale, and all other common infrastructure also not dedicated to the City of Ferndale ("Association Properties"). The Association Properties shall be inspected and maintained, and the reports of same shall be submitted to the City of Ferndale. Specifically, the *Stormwater Maintenance Plan for Private Stormwater Facilities* (see Exhibit D) shall be adhered to, and a registered engineer shall inspect and certify the adequacy of the stormwater treatment and conveyance system(s) annually. A qualified biological professional shall inspect and certify that the wetland area (see Exhibit C - Tracts A & B, Open Space/Wetland/Stormwater) is being protected adequately at least once every three (3) years. In the event of any identified inadequacies with regard to any of the above, the inspection reports shall identify measures required to rectify the deficiency(ies). Any and all repair, maintenance or restoration associated with the Association Properties shall be the responsibility of the Association. Under no circumstances shall Lot Owners, nor anyone else, use the wetland in any manner that would or could be detrimental to the wetland area. This includes, but is not limited to, the dumping of organic waste. Passive recreational use is permitted by each Lot Owner in the wetland area during periods when soil conditions are dry enough that such activity does not expose soils or destroy vegetation. Additionally, pets within the wetland area shall be kept on a leash and pet waste shall be immediately removed by the pet owner.

The Association shall also administer and enforce this Declaration and provide or contract to provide for the common services and benefits contemplated by this Declaration. Declarant shall be responsible for the formation of the Association prior to seventy-five percent (75%) of the Lots within the Subdivision being sold. Declarant shall turn over all its authority to administer the duties and exercise the rights of the Association to the Owners no later than once seventy-five percent (75%) of the Lots within the Subdivision have been sold. With respect to the Association, each Lot owner's rights, duties and obligations shall be as set forth in said Association's Articles of Incorporation and Bylaws. Membership in the Association shall be appurtenant to and may not be separate from Ownership of any Lot which is subject to this Declaration. When more than one person or entity owns an interest in a Lot within the Subdivision, any vote in the Community Association may be exercised among the Owners of such Lot as they determine, but in no event shall more than one (1) vote be cast with respect to any single Lot. Among other things, the Association's Articles and Bylaws shall set forth and describe the powers and duties with respect to the imposition of the assessments used to promote the recreations, health, safety and welfare of residents within the Subdivision and for improvement and maintenance of Association Properties. At a minimum, every Lot shall be annually assessed one-hundred, seventy-five (\$175) dollars as "Association Dues," which

amount may be increased as needed, through Association action.

Article III Architectural Review Committee

For the purpose of ensuring the character of the Subdivision as a quality residential community, Declarant reserves the right to control buildings and structures as set forth in these Covenants and hereby reserves the right, in its sole and absolute authority, to approve or disapprove any and all proposed construction, alteration or improvement of the buildings, structures, landscaping, fences and exterior lights placed on each residential site. The Owner or occupant of each residential Lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, fence, landscaping, lamppost, exterior lights, swimming pool, spa, hot tub, or other structure shall be placed upon a Lot within the Subdivision unless and until plans and specifications have been reviewed and approved in writing by the Declarant or its "nominee" as hereinafter set forth. Each such building, wall, fence, landscaping, plantings, swimming pool, spa, hot tub or other structure shall be placed upon a Lot, or upon property owned by the Association, or upon city right of ways or any other property within the Subdivision boundaries only in accordance with the plans and specifications and Lot plan so approved in writing. Approval or rejection of plans and specifications may be based upon any ground, including purely aesthetic grounds, which the Declarant or its nominee, in the exercise of its sole and absolute discretion, shall deem sufficient. No alteration of the exterior appearance of any building or improvements (including but not limited to the color of any building or improvement) shall be made without the prior written approval of the Declarant or its nominee.

A. Nominee – Architectural Control Committee. For purposes of this Declaration, the "nominee" of the Declarant shall be known and referred to as the "Architectural Control Committee," appointed by the Declarant and serving at the will of the Declarant until such time as control is turned over to the Association.

B. Submission of Plans. Complete plans and specifications of all proposed buildings, structures and other improvements (including all fences, landscaping, concrete and masonry walls, etc...), together with detailed plans showing the proposed location of the same on the particular building site (i.e., a Lot plan), shall be submitted to the Declarant or the Architectural Control Committee not less than fifteen (15) days prior to the proposed construction starting date and such construction or alteration shall not be started until written approval for the construction is given by the Declarant or the Architectural Control Committee. The plans and specifications submitted to Declarant or the Architectural Control Committee shall be drawn to a scale not less than one-eighth (1/8th) of an inch equals one (1) foot (1/8" = 1'), shall contain a Lot plan, shall designate the direction "north," shall locate all existing and proposed improvements, shall locate all utility installations, and shall locate all trees, bushes or other landscaping, having a present or reasonably expected excess of six (6) feet. The

plans shall also include a plan indicating the location of all exterior walls and four (4) major exterior building elevations indicating exterior materials, finishings window sizes and materials, door sizes and materials, and exterior finish color scheme. Once approved, a set of approved plans must be on the job site at all times.

C. Time for Review. If the Declarant or the nominee fails to approve or disapprove plans and specifications submitted by an Owner of residential site within thirty (30) days after receipt of a written request meeting the requirements of paragraph B, above, then such approval shall not be required; provided, however, notwithstanding the presence or absence of prior approval, no building, deck, wall, fence, lamppost, exterior lights, swimming pool, spa, hot tub, landscaping or other structure or exterior improvement shall be erected or allowed to remain on any site which violates any of the covenants, conditions, reservations or restrictions contained in this Declaration.

D. Exercise of Discretion. As to all improvements, construction and alterations on residential Lots within the Subdivision, Declarant or the Architectural Control Committee shall have the absolute right to disapprove any design, plan or color for such improvement, construction or alteration, which is not suitable or desirable in the Declarant's or the Architectural Control Committee's opinion, for any reason, aesthetic or otherwise. Declarant or the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, the exterior color scheme and texture, the harmony of such improvements with the surroundings and improvements already constructed within the Subdivision, the effect or impairment that such structures will or may have on the view of other residential or building sites and any and all facts which, in the Declarant's or the Architectural Control Committee's sole and absolute discretion, shall affect the desirability or suitability of such proposed improvements, construction or alterations. Neither the Declarant nor the Architectural Control Committee shall be responsible for any structural defect in any plans or specifications or for any violations of an owner of the restrictive covenants set forth in this Declaration, or in any building or structure erected in accordance with such plans and specifications. The Declarant or the Architectural Control Committee may appoint advisors or advisory Committees from time to time to advise on matters pertaining to the development of the Subdivision.

Article IV EASEMENTS

In consideration of the terms hereof and other valuable consideration, Declarant hereby confirms the reservation of a permanent nonexclusive easement over, across and under those portions of the Real Property identified on the face of the Plat as easements for access, recreation, utilities, drainage, open-space and any such other use depicted on the face of the Plat.

These easements are intended for the benefit of, and only of, the Real Property, and are intended for uses limited to those consistent with a residential community, and in each case

consistent with the purpose of the particular easement as indicated on the face of the plat, whether for access, utilities, recreation, drainage, open-space or any such other use.

The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Real Property for all purposes reasonably related to the development and completion of improvements on the Real Property, and further reserves to itself and its designees the right to use any Lots owned by the Declarant (including any buildings thereon) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas.

Article V
GENERAL USE, RESTRICTIONS AND REQUIREMENTS

A. All Lots shall be used exclusively for the construction of permanent recreational and residential dwellings. Each dwelling shall have a minimum living area of 1400 square feet, except for Lot #14, which shall have a minimum living area of 1100 square feet.

B. No trailer, boat, snowmobile or other recreational equipment or commercial vehicle (in excess of one (1) ton capacity) shall be parked or stored in the front of any Lot, as defined by the Architectural Review Committee, its Nominee or the Association.

C. No signs or billboards shall be placed upon any Lot except that one identification sign bearing the Owner's name may be placed upon the Owner's Lot if the design, size and configuration thereof is unobtrusive. Any professional sign of not more than one square foot, listing the name of the owner of said lot shall be deemed unobtrusive. This subparagraph shall not be deemed to preclude the Declarant from displaying and posting signs, billboards, and other advertising materials in or about any unsold Lots until all Lots have been sold by the Declarant. Nor does it prohibit an Owner from displaying a sign for a period of time in which the Owner's Lot is for sale or for rent.

D. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about the Real Property but shall deposit same in covered trash receptacles.

E. No Owner shall impede, change or prevent surface water from draining through the storm drainage system(s) that are located on such Owner's Lot.

F. No outside incinerators or other equipment for the disposal of rubbish, trash, garbage or other waste material shall be used within any Lot.

G. Each Owner shall keep his or her Lot neat and orderly in appearance and shall not cause or permit any noxious, odorous or tangible objects which are unsightly in appearance to exist on any Lot. Such restriction shall include the use of tarps, or other such coverings that merely conceal any noxious, odorous or unsightly tangible objects. No Owner shall deposit

grease, cooking oils, animal fats, gasoline, motor oil or any other compound or substance on the surface of any Lot which may adversely affect the trees, plants, shrubs, greens or other natural growth thereon. No Owner shall conduct or permit any offensive activities on the Owner's Lot nor shall any activity be conducted or permitted which annoys or disturbs other Owners. For purposes of this paragraph and the next, **H**, "offensive", "noxious", "annoyance", and or "nuisance" shall not include any activity not considered, in fact or law, a nuisance by definition pursuant to Washington law.

H. No Owner shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her Lot.

I. Satellite or other receiving dishes larger than 24 inches in diameter shall not be mounted on rooftops or in front yards. Television aerials shall not be permitted, unless the design, size and configuration thereof are unobtrusive.

J. No Owner shall keep or permit to be kept animals of any kind or description whatsoever except for domesticated household pets, which pets shall not be permitted to run wild or uncontrolled within the Real Property.

K. All automobiles and all other permitted vehicles, if kept or parked on any Lot or any street in the plat, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles or vehicles which are in a state of disrepair, shall not be kept on any Lot or street.

L. No trees or shrubs shall be planted or maintained in such a place or manner as will unreasonably obstruct the view or outlook from other Lots.

M. Further subdivision of Lots is hereby prohibited.

N. No Lot shall be improved in such a way as to cause surface water runoff that damages other Lots.

O. No improvement or structure which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in an unimproved state for more than six months from the time of such damage or destruction.

P. The restrictions set forth herein shall be in addition to and not in derogation of the City or County Zoning Code, conditions of plat approval and the obligations and liabilities imposed by statute or common law on the Owners all of which shall be duly observed and complied with.

Q. Any garden shed built or erected on the property shall be constructed or made out of the same materials as used in the construction of the house, including roofing materials.

R. Within three (3) months of substantial completion of the home, landscaping works shall be completed.

S. No fencing is permitted in the front yard of any Lot.

T. No sporting equipment, such as basketball goals, shall be erected in the front yard of any Lot, the use of which would require participants to play in the streets.

U. Construction of all buildings shall be prosecuted diligently from commencement of work until the exterior of the building is completed and painted and all sanitation and health requirements have been fulfilled. The maximum time limit for the completion of the building shall be twelve (12) months from the date construction commences which is defined as the date building materials are delivered to the Lot.

V. No temporary building shall be erected, maintained or moved onto any Lot except such building as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of the dwelling house.

W. No building shall be erected, placed or altered on any Lot inconsistent with any of these restrictions and requirements.

X. No side or back yard hedge or fence shall be greater than six (6) feet in height.

Y. The restrictions and requirements set forth in this Article V apply to Owners, their successors, assigns, subtenants, guests or invitees, or any other person who may occupy a Lot.

Nothing contained in this Article V shall be construed or implied as imposing on Declarant it's agents or employees, any liability in the event of non-compliance with or non-fulfillment of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by Declarant, it's agents or employees, in the performance or non-performance of their rights and obligations herein.

Article VI REMEDIES AND WAIVER

In the event any Lot Owner, Declarant, the Architectural Control Committee or the Association determines that there is a violation by any Owner or Owners of any of the provisions of these CCRs, then the complaining party shall give the subject Lot Owner(s) written notice describing the violation and allowing the subject Lot Owner(s) no less than *ten (10) days* to cure the default. Should such violation continue after the giving of the required notice, Declarant or the complaining party, as the case may be, shall be entitled to commence an action in the Superior Court in and for the County of Whatcom, seeking injunctive or other relief and the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to the costs of suit. In addition, should the violation involve the failure to maintain any Lot or any

other covenant which may be corrected by the hiring of labor and purchasing of materials, Declarant, the Architectural Control Committee or the Association, after expiration of the *10-day* notice period, may hire the necessary labor or acquire the materials to remedy the violation and the cost thereof shall be assessed against the violating Owner and Lot involved and all such costs, including *twelve percent (12%)* interest and reasonable attorney's fees, shall constitute a lien on the Lot once filed with the Whatcom County Auditor as provided by law. Such lien may be foreclosed using the procedures for foreclosing mechanic's or materialman's liens under the laws of the State of Washington.

The failure of any Lot Owner, Declarant, the Architectural Control Committee or the Association to insist in any one or more instances upon the strict performance or compliance with this Declaration, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right to enforce any of the provisions in the future, but such right to enforce any of the provisions of this Declaration shall continue and remain in full force and effect. No waiver of any provision of this Declaration shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Declarant and all Owners.

Article VII SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Article VIII BENEFITS AND BURDENS RUN WITH THE LAND

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the Real Property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any portion of the Real Property, and upon their respective heirs, successors, and assigns. After the date on which the Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Declarant who shall have the right to enforce the same and expend funds in pursuance thereof, and also may be enforced by any Owner.

Article IX COMPLIANCE WITH CODES AND ORDINANCES

All of the provisions of this Declaration shall be subject to compliance with the applicable county, state or federal codes and ordinances. Where the Declaration's provisions are more permissive than the codes or ordinances allow, the Declaration's provisions shall yield to such codes and ordinances. Likewise, where the Declaration's provisions are more restrictive than the county, state or federal codes and ordinances, the Declaration shall control.

Article X
GENERAL PROVISIONS

A. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

B. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

C. These CCRs shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as herein provided.

D. In the event the Declarant, the Association or any Owner employs an attorney to enforce any provision of the Declaration, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in such action.

E. This Declaration may be amended or revoked by written instrument signed by the Owners of seventy-five percent (75%) of the Lots. Notwithstanding the foregoing, the Declarant shall have the authority to amend this Declaration until control has been turned over to the Association.

F. All Owners agree that said amendment or revocation when authorized and recorded as provided in this Article shall be binding upon their property and them and their respective heirs, personal representatives, successors and assigns to the same extent as if they had personally executed such amendment.

G. All notices or demands to be given by each party to the other under this agreement shall be delivered personally or deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, at the address of the Owner as shown in the real property tax records of Whatcom County, Washington.

H. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant have hereunder set their hand and seal this 14th day of MARCH, 2006.

ARIEL COURT DEVELOPMENT, INC.

By: 

Mark K. Young - President

Original Document

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 14th day of March, 2006, before me personally appeared MARK K. YOUNG, the PRESIDENT of ARIEL COURT DEVELOPMENT, INC., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Angela M. Nelson

Notary Public in and for the State of Washington,
Residing at Bellingham
My commission expires: 11/12/09.



Document

EXHIBIT A

LEGAL DESCRIPTION:

PER CHICAGO TITLE SUBDIVISION GUARANTEE NUMBER 180812:

PARCEL A:

THE SOUTH 952 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., LYING SOUTH OF OLD MOUNTAIN VIEW ROAD, NOW DOUGLAS ROAD;

EXCEPT THE EAST 801 FEET THEREOF; EXCEPT IMHOF ROAD ALONG THE WEST LINE THEREOF AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE SOUTHEAST BOUNDARY OF THE RIGHT OF WAY OF DOUGLAS ROAD WHICH POINT IS 190 FEET SOUTHWESTERLY ALONG SAID BOUNDARY FROM THE INTERSECTION OF SAID BOUNDARY WITH THE WEST LINE OF THE EAST 801 FEET OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE FROM SAID POINT OF BEGINNING, CONTINUE SOUTHWESTERLY ALONG SAID BOUNDARY TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF IMHOF ROAD; THENCE SOUTH ALONG SAID IMHOF ROAD BOUNDARY TO A POINT ON SAID BOUNDARY WHICH IS 40 FEET NORTH OF THE SOUTH BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE AT RIGHT ANGLES EAST, 125 FEET; THENCE NORTH AND NORTHEASTERLY AND PARALLEL WITH THE SAID EAST BOUNDARIES OF THE IMHOF AND DOUGLAS ROADS TO A POINT WHICH IS 125 FEET SOUTHEAST AT RIGHT ANGLES FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES 125 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

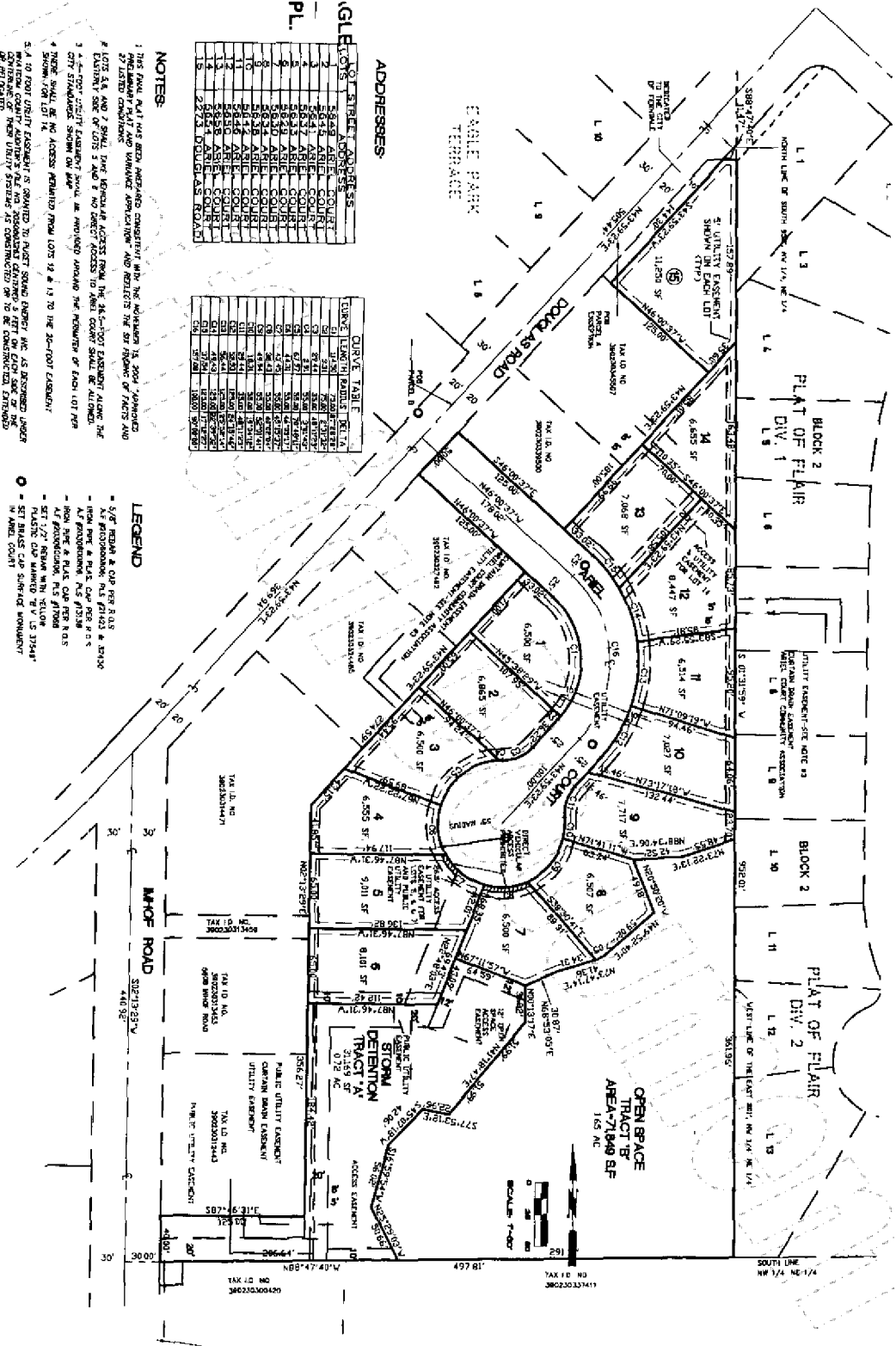
BEGINNING AT A POINT ON THE SOUTHEAST BOUNDARY OF THE RIGHT OF WAY OF DOUGLAS ROAD, WHICH POINT IS 357.23 FEET SOUTHWESTERLY ALONG SAID BOUNDARY FROM THE INTERSECTION OF SAID BOUNDARY WITH THE WEST LINE OF THE EAST 801 FEET OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE RUNNING AT RIGHT ANGLES TO SAID BOUNDARY LINE, 125 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID BOUNDARY LINE 50.00 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID BOUNDARY LINE 125 FEET; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR UTILITIES OVER, UNDER AND ACROSS THE NORTHEAST 5 FEET OF THE PARCEL ABUTTING THE SOUTHWESTERLY PROPERTY LINE THEREOF.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

PLAT OF ARIEL COURT
 SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 2 EAST, W.M.,
 CITY OF FERNDALE, WHATCOM COUNTY, WASHINGTON.



ADDRESSES

LOT	STREET ADDRESS	QUARTER	PLAT
1	10101 1/2 N. ARIEL COURT	SE	1
2	10101 1/4 N. ARIEL COURT	SE	1
3	10101 3/8 N. ARIEL COURT	SE	1
4	10101 1/2 N. ARIEL COURT	SE	1
5	10101 3/4 N. ARIEL COURT	SE	1
6	10102 1/8 N. ARIEL COURT	SE	1
7	10102 1/4 N. ARIEL COURT	SE	1
8	10102 3/8 N. ARIEL COURT	SE	1
9	10102 1/2 N. ARIEL COURT	SE	1
10	10102 3/4 N. ARIEL COURT	SE	1
11	10103 1/8 N. ARIEL COURT	SE	1
12	10103 1/4 N. ARIEL COURT	SE	1
13	10103 3/8 N. ARIEL COURT	SE	1
14	10103 1/2 N. ARIEL COURT	SE	1
15	10103 3/4 N. ARIEL COURT	SE	1
16	10104 1/8 N. ARIEL COURT	SE	1
17	10104 1/4 N. ARIEL COURT	SE	1
18	10104 3/8 N. ARIEL COURT	SE	1
19	10104 1/2 N. ARIEL COURT	SE	1
20	10104 3/4 N. ARIEL COURT	SE	1
21	10105 1/8 N. ARIEL COURT	SE	1
22	10105 1/4 N. ARIEL COURT	SE	1
23	10105 3/8 N. ARIEL COURT	SE	1
24	10105 1/2 N. ARIEL COURT	SE	1
25	10105 3/4 N. ARIEL COURT	SE	1
26	10106 1/8 N. ARIEL COURT	SE	1
27	10106 1/4 N. ARIEL COURT	SE	1
28	10106 3/8 N. ARIEL COURT	SE	1
29	10106 1/2 N. ARIEL COURT	SE	1
30	10106 3/4 N. ARIEL COURT	SE	1
31	10107 1/8 N. ARIEL COURT	SE	1
32	10107 1/4 N. ARIEL COURT	SE	1
33	10107 3/8 N. ARIEL COURT	SE	1
34	10107 1/2 N. ARIEL COURT	SE	1
35	10107 3/4 N. ARIEL COURT	SE	1
36	10108 1/8 N. ARIEL COURT	SE	1
37	10108 1/4 N. ARIEL COURT	SE	1
38	10108 3/8 N. ARIEL COURT	SE	1
39	10108 1/2 N. ARIEL COURT	SE	1
40	10108 3/4 N. ARIEL COURT	SE	1
41	10109 1/8 N. ARIEL COURT	SE	1
42	10109 1/4 N. ARIEL COURT	SE	1
43	10109 3/8 N. ARIEL COURT	SE	1
44	10109 1/2 N. ARIEL COURT	SE	1
45	10109 3/4 N. ARIEL COURT	SE	1
46	10110 1/8 N. ARIEL COURT	SE	1
47	10110 1/4 N. ARIEL COURT	SE	1
48	10110 3/8 N. ARIEL COURT	SE	1
49	10110 1/2 N. ARIEL COURT	SE	1
50	10110 3/4 N. ARIEL COURT	SE	1
51	10111 1/8 N. ARIEL COURT	SE	1
52	10111 1/4 N. ARIEL COURT	SE	1
53	10111 3/8 N. ARIEL COURT	SE	1
54	10111 1/2 N. ARIEL COURT	SE	1
55	10111 3/4 N. ARIEL COURT	SE	1
56	10112 1/8 N. ARIEL COURT	SE	1
57	10112 1/4 N. ARIEL COURT	SE	1
58	10112 3/8 N. ARIEL COURT	SE	1
59	10112 1/2 N. ARIEL COURT	SE	1
60	10112 3/4 N. ARIEL COURT	SE	1
61	10113 1/8 N. ARIEL COURT	SE	1
62	10113 1/4 N. ARIEL COURT	SE	1
63	10113 3/8 N. ARIEL COURT	SE	1
64	10113 1/2 N. ARIEL COURT	SE	1
65	10113 3/4 N. ARIEL COURT	SE	1
66	10114 1/8 N. ARIEL COURT	SE	1
67	10114 1/4 N. ARIEL COURT	SE	1
68	10114 3/8 N. ARIEL COURT	SE	1
69	10114 1/2 N. ARIEL COURT	SE	1
70	10114 3/4 N. ARIEL COURT	SE	1

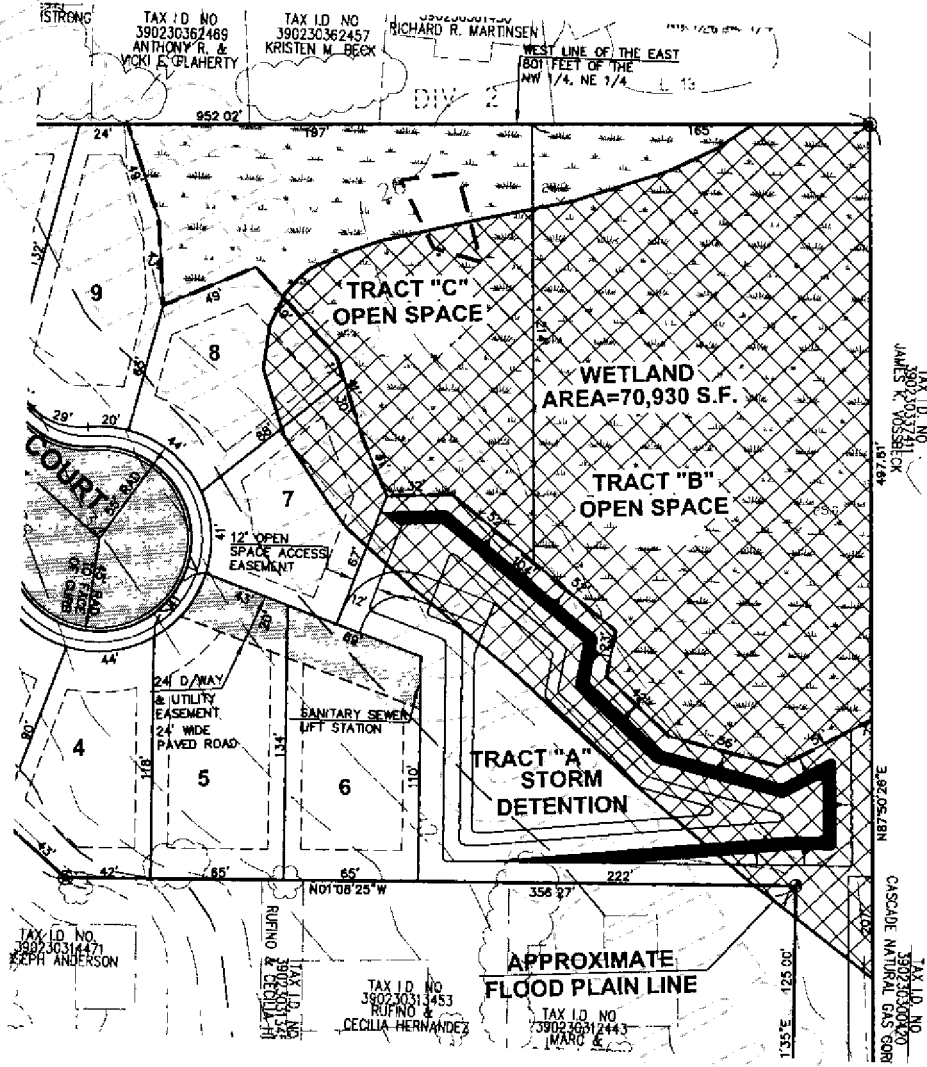
LEGEND

Symbol	Description
(circle with dot)	5/8" IRON PIN & CAP PER P.L.S.
(circle with cross)	AT PROVISIONAL P.L.S. PER P.L.S. & EXD.
(circle with slash)	NON P.L.S. & P.L.S. PER P.L.S.
(circle with plus)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with star)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with diamond)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with triangle)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with square)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with hexagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with octagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with decagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with dodecagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with pentagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with hexagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with heptagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with octagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with nonagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with decagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with undecagon)	AT PROVISIONAL P.L.S. PER P.L.S.
(circle with dodecagon)	AT PROVISIONAL P.L.S. PER P.L.S.

NOTES:

- THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE PLAT ACT AND THE WASHINGTON STATE PLAT ACT RULES AND REGULATIONS.
- THE PLAT AREA SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND RIGHTS OF THE CITY OF FERNDALE, WASHINGTON.
- ALL LOT LINES AND CORNERS ARE TO BE RUN AND SET BY THE SURVEYOR.
- THE CITY OF FERNDALE, WASHINGTON, HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR RECORDATION.
- THE CITY OF FERNDALE, WASHINGTON, HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR RECORDATION.

EXHIBIT C - OPEN SPACE/WETLAND/STORM



IMHOF RD

LEGEND:



-  - EXISTING WETLANDS AS DELINEATED BY "ADIA TERR" ON OR ABOUT JUNE 10, 2004
-  - APPROXIMATE FLOOD PLAIN

EXHIBIT D



**Stormwater Maintenance Plan
for
Private Stormwater Facilities**

**Plat of Ariel Court
Ferndale, WA 98248**

Prepared For:
Ariel Court Development, Inc
11 Bellwether Way
Suite 211
Bellingham, WA 98225

Prepared By:
Freeland & Associates, Inc.
1408 North Garden Street
Bellingham, WA 98225
(360) 650-1408

February 2006

Table of Contents

Operation and Maintenance Guidance	3
Operation and Maintenance	3
Maintenance Frequency	3
Annually	3
Maintenance Equipment.....	3
Maintenance Responsibilities	3
Maintenance Contacts.....	4
Operational Source Control BMPs	4
Structural Source Control BMPs	5
Agency Notification Contact Reference List.....	6
Operation and Maintenance Tasks	7
No. 1 – Detention Pond	7
No. 2 – Control Structure	8
No. 4 – Conveyance Systems.....	11
No. 5 - Grounds.....	12
Operation and Maintenance Standards	13
Ariel Court - Annual Stormwater Maintenance Log	38

Operation and Maintenance Guidance

Operation and Maintenance

The stormwater facilities located outside City right of way are private and must be maintained by the Ariel Court Community Association (the Homeowner's Association). This maintenance plan shall be followed for conducting maintenance for the private system to ensure that facilities are adequately maintained and operated. Pollution should be controlled at the source to the maximum extent possible. Specific maintenance responsibilities are discussed below.

The stormwater discharge from the private system flows to the City's storm system, giving the City jurisdiction to inspect the private system for compliance with maintenance requirements.

Maintenance Frequency

Annually

Maintenance Equipment

- Vactor Truck
- Flush Wash Truck
- Backhoe
- Shovels
- Rakes

Maintenance Responsibilities

Facility	Responsibility
Roof and footing drains	Lot Owner/Homeowner's Association
Back of walk drains	Lot Owner/Homeowner's Association
Plat perimeter drains	Lot Owner/Homeowner's Association
Foundation collection system	Lot Owner/Homeowner's Association
Retention Pond (and surrounding area)	Homeowner's Association

The City of Ferndale may, at the City's exclusive discretion, unilaterally assume storm water facilities operations and maintenance responsibilities at the expense of the Ariel Court Homeowner's Association and/or individual property owner if the City determines that the responsible entity is not inspecting, operating, maintaining, and/or repairing the stormwater facilities per this plan.

Maintenance Contacts

The following contractor, under contract with the Homeowner's Association, will perform annual maintenance services:

Maintenance Contractor:
Bayside Services
Stan Campbell
2870 East Bakerview Road
671-2527
cell 815-7546

Operational Source Control BMPs

Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. They include formation of a pollution prevention team, good housekeeping practices, preventive maintenance procedures, spill prevention and cleanup, employee training, inspections of pollution sources, and recordkeeping. The following BMPs must be implemented.

- Assign one or more individuals to be responsible for stormwater pollution control. The Homeowner's Association shall appoint a person as Facility Manager that shall be responsible for managing and implementing this plan. The Homeowner's Association may hire a contractor to act as the Facility Manager.
- Promptly contain and cleanup solid and liquid pollutant leaks and spills including oils, solvents, fuels and dust. The Facility Manager will contact the regulatory agencies regarding spill response activities (see table below).

- Clean oils, debris, sludge, etc, from all systems regularly. All pavements and storm drain systems shall be inspected for these pollutants in accordance with the Maintenance Schedule.
- Inspect and clean treatment systems, conveyance systems, and catch basins as needed.
- Do not conduct outside spraying, grit blasting, or sanding activities.
- Train all residents in identifying pollutant sources and in understanding pollutant control measures, spill response procedures, and environmentally acceptable material handling practices. The Homeowner's Association shall provide the members with information regarding pollutant control measures and spill response procedures at each annual meeting.
- Maintain a Maintenance Log (see Exhibit 1) and keep such record for three years. The log should include: scope of the inspection, the personnel conducting the inspection, the date of the inspection, major observations relating to the implementation of the maintenance plan, and actions taken to correct BMP inadequacies.
- Conduct inspections in accordance with the Operation and Maintenance Log no less than annually.

Structural Source Control BMPs

Structural Source Control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater.

- Maintain the stormwater facilities as per the original design and in proper working order.
- Make changes to the system only when approved by a qualified individual.

Agency Notification Contact Reference List

Agency & Responsibility	Phone Contacts
Fire Department <ul style="list-style-type: none"> ▪ Fire Fighting ▪ Emergency medical response ▪ Community evaluation 	911
Police Department <ul style="list-style-type: none"> ▪ Police authority 	911
Hospital <ul style="list-style-type: none"> ▪ Emergency medical treatment 	911
Washington State Department of Ecology Toxics Cleanup Program Reporting spills to soils	(360) 407-7170
National Response Center <ul style="list-style-type: none"> ▪ Reporting spills to water 	(800) 424-8802
Washington State Emergency Management Division <ul style="list-style-type: none"> ▪ Reporting spills to water 	(800) 258-5990
Spill Response Contractor <ul style="list-style-type: none"> ▪ Emergency spill response Ram Construction Company, Inc.	(360) 815-1144

Operation and Maintenance Tasks

No. 1 – Detention Pond

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash & Debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Poisonous Vegetation	Any poisonous or nuisance vegetation which may constitute a hazard to County personnel or the public.	No danger of poisonous vegetation where County personnel or the public might normally be.
	Pollution	Oil, gasoline, or other contaminants of one gallon or more or any amount found that could: 1) cause damage to plant, animal, or marine life; 2) constitute a fire hazard; or 3) be flushed downstream during rain storms.	No contaminants present other than a surface film.
	Unmowed Grass/ Ground Cover	If facility is located in private residential area, mowing is needed when grass exceeds 18 inches in height. In other areas, the general policy is to make the pond site match adjacent ground cover and terrain as long as there is no interference with the function of the facility.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Mowing of selected higher use areas rather than the entire slope may be acceptable for some situations.
	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.
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access, leave trees alone.	Trees do not hinder maintenance activities. Selectively cultivate trees such as alders for firewood.
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	Slopes should be stabilized by using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction.
Storage Area	Sediment	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth, pond reseeded if necessary to control erosion.
Pond Dikes	Settlements	Any part of dike which has settled 4 inches lower than the design elevation.	Dike should be built back to the design elevation.
Emergency Overflow/Spillway	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Replace rocks to design standards.

No. 2 – Control Structure

Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris (Includes Sediment)	Distance between debris build-up and bottom of orifice plate is less than 1-1/2 feet.	All trash and debris removed.
	Structural Damage	Structure is not securely attached to manhole wall and outlet pipe structure should support at least 1,000 lbs of up or down pressure.	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.
Cleanout Gate	Damaged or Missing	Any holes--other than designed holes--in the structure.	Structure has no holes other than designed holes.
		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 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	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
Manhole		See "Closed Detention Systems" Standards No. 3	See "Closed Detention Systems" Standards
Catch Basin		See "Catch Basins" Standards No. 5	See "Catch Basins" Standards

No. 3 – Catch Basins (continued)

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
General	Trash & Debris (Includes Sediment)	Trash or debris of more than 1/2 cubic foot which is located immediately in front of the catch basin opening or is blocking capacity of the basin by more than 10%	No Trash or debris located immediately in front of catch basin opening.
		Trash or debris (in the basin) that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	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.
		Deposits of garbage exceeding 1 cubic foot in volume	No condition present which would attract or support the breeding of insects or rodents.
Structure Damage to Frame and/or Top Slab		Corner of frame extends more than 3/4 inch past curb face into the street (if applicable).	Frame is even with curb
		Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (intent is to make sure all 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 is sitting flush on top slab.
Cracks in Basin Walls/ Bottom		Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
		Cracks 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.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
Sediment/ Misalignment		Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.

No. 3 – Catch Basins (continued)

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is performed
	Fire Hazard	Presence of chemicals such as natural gas, oil and gasoline.	No flammable chemicals present.
	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.
Catch Basin Cover	Pollution	Nonflammable chemicals of more than 1/2 cubic foot per three feet of basin length.	No pollution present other than surface film.
	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 on maintenance person with proper tools. Bolts into frame have less than 1/2 inch of thread.	Mechanism opens with proper tools.
Ladder	Cover Difficult to Remove	One maintenance person cannot remove lid after applying 80 lbs. of lift; intent is keep cover from sealing off access to maintenance.	Cover can be removed by one maintenance person.
	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
Metal Grates (If Applicable)		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.	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. 4 – Conveyance Systems

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Pipes	Sediment & Debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
	Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
	Damaged	Protective coating is damaged; rust is causing more than 50% deterioration to any part of pipe.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 20%.	Pipe repaired or replaced.
Open Ditches	Trash & Debris	Trash and debris exceeds 1 cubic foot per 1,000 square feet of ditch and slopes.	Trash and debris cleared from ditches.
	Sediment	Accumulated sediment that exceeds 20 % of the design depth.	Ditch cleaned/ flushed of all sediment and debris so that it matches design.
	Vegetation	Vegetation that reduces free movement of water through ditches.	Water flows freely through ditches
	Erosion Damage to Slopes	See "Ponds" Standard	See "Ponds" Standard
	Rock Lining Out of Place or Missing (If Applicable).	Maintenance person can see native soil beneath the rock lining.	Replace rocks to design standards.
Catch Basins		See "Catch Basins" Standard	See "Catch Basins" Standard
Debris Barriers (e.g., Trash Rack)		See "Debris Barriers" Standard	See "Debris Barriers" Standard

No. 5 - Grounds

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Weeds (Nonpoisonous)	Weeds growing in more than 20% of the landscaped area (trees and shrubs only).	Weeds present in less than 5% of the landscaped area.
	Safety Hazard	Any presence of poison ivy or other poisonous vegetation.	No poisonous vegetation present in landscaped area.
	Trash or Litter	Paper, cans, bottles, totaling more than 1 cubic foot within a landscaped area (trees and shrubs only) of 1,000 square feet.	Area clear of litter
Trees and Shrubs	Damaged	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub	Trees and shrubs with less than 5% of total foliage with split or broken limbs.
		Trees or shrubs that have been blown down or knocked over.	Tree or shrub in place free of injury
		Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Tree or shrub in place and adequately supported; remove any dead or diseased trees.

Operation and Maintenance Standards

Type I Catch Basin (also referred to as Inlet)

Definition: An underground concrete water receiving inlet, rectangular in shape (approximately 3' X 2' X 4' deep) with a slotted iron grate on top to inlet water or a solid rectangular cover. Water may also enter/exit through culverts visible in the side walls of basin. Invert refers to the lowest point of a pipe where it enters or exits a catch basin.

Defect Number & Defect:

A-1 General—Trash & Debris (Including Sediment) Blocking Water From Entering Basin: Trash or debris covering any portion of the catch basin grate or blocking inlet grate to basin.

Maintenance Necessary to Bring to Standard: Remove all trash, debris and sediment from in front of the catch basin inlet. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

A-2 General—Trash & Debris (Including Sediment): Trash, debris and sediment (in the basin) that exceeds one-third the depth from the bottom of the basin to invert of the lowest pipe into or out of the basin. This is the most common maintenance requirement.

Maintenance Necessary to Bring to Standard: Remove all trash, debris and sediment from the catch basin. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

A-3 General—Trash & Debris (Including Sediment): Trash, debris and sediment in any inlet or outlet pipe blocking more than one-third of its height.

Maintenance Necessary to Bring to Standard: Remove all trash, debris and sediment from inlet and outlet pipes. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

A-4 Structural—Structural Damage to Frame and/or Top Slab: Top concrete slab has holes larger than 2 square inches or cracks wider than 1/4 inch (intent is to make sure all material is running into the basin through the grate).

Maintenance Necessary to Bring to Standard: Repair top slab so that it is free of holes and cracks.

A-5 Structural—Frame not sitting flush on top slab, i.e., separation of more than 3/4 inch of the frame from the top slab. *Maintenance Necessary to Bring to Standard:* Repair so that frame is sitting flush on top slab.

A-6 Structural—Cracks in Basin Walls/Bottom: Cracks wider than 1/2 inch, any evidence of soil particles or water entering catch basin through cracks, or maintenance person judges that structure is unsound.

Maintenance Necessary to Bring to Standard: Replace or repair basin to design standards.

A-7 Structural—Cracks in Basin Around Inletting Culverts: Cracks wider than 1/2 inch at the joint of any inlet/outlet pipe or any evidence of soil particles or water entering catch basin through cracks. *Maintenance Necessary to Bring to Standard:* Replace or repair basin to design standards.

A-8 Structural—Settlement/Misalignment: Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.

Maintenance Necessary to Bring to Standard: Replace or repair basin to design standards.

A-9 General—Pollution: Presence of any pollutants (including paint, auto fluids, grease and food waste) or flammable materials.

Maintenance Necessary to Bring to Standard: Remove contaminants so that none are present.

A-10 Catch Basin Cover—Not in Place: Cover is missing or only partially in place. Any open catch basin requires maintenance.

Maintenance Necessary to Bring to Standard: Replace missing cover or repair catch basin cover so that it is closed.

A-11 Metal Grates—Safety Hazard: Grate with opening wider than 7/8 inch.

Maintenance Necessary to Bring to Standard: Repair grate openings so that they meet design standards.

A-12 Metal Grates—Trash & Debris: Trash and debris that is blocking grate surface.

Maintenance Necessary to Bring to Standard: Remove all trash and debris from grate.

A-13 Metal Grates—Damaged or Missing: Grate is missing or has broken members.

Maintenance Necessary to Bring to Standard: Repair or replace grate so that it is in place and meets design standards.

Type II Catch Basin (also referred to as Manhole or Control Structure) *Definition:* A round concrete underground basin (4'-8' in diameter; 6' deep or deeper); may contain a Flow Restrictor Oil Pollution (FROP) control device or a T-section with a specifically sized orifice(s) to control release rates or a spill control device. These basins are also required when larger diameter culverts are used.

Defect Number & Defect:

B-1 General—Trash & Debris (Including Sediment): Trash, debris and sediment covering the catch basin grate or is blocking any portion of inlet to basin.

Maintenance Necessary to Bring to Standard: Remove trash, debris and sediment so that none is located immediately in front of catch basin inlet. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

B-2 General—Trash & Debris (Including Sediment): Trash, debris and sediment (in the basin) that exceeds one-third the depth from the bottom of the basin to invert of the lowest pipe into or out of the basin. This is the most common maintenance requirement.

Maintenance Necessary to Bring to Standard: Remove all trash, debris and sediment from the catch basin.

B-3 General—Trash & Debris (Including Sediment): Trash, debris and sediment in any inlet or outlet pipe blocking more than one-third of its height.

Maintenance Necessary to Bring to Standard: Remove all trash, debris and sediment from inlet and outlet pipes.

B-4 Structural—Structural 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 all material is running into the basin).

Maintenance Necessary to Bring to Standard: Repair top slab so that it is free of holes and cracks.

B-5 Structural—Frame Not Sitting Flush on Top Slab, i.e., separation of more than 3/4 inch of the frame from the top slab.

Maintenance Necessary to Bring to Standard: Repair so that frame is sitting flush on top slab.

B-6 Structural—Cracks in Basin Walls/Bottom: Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles or water entering catch basin through cracks, or maintenance person judges that structure is unsound.

Maintenance Necessary to Bring to Standard: Replace or repair basin to design standards.

B-7 Structural—Cracks in Pipe Joints: Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles or water entering catch basin through cracks.

Maintenance Necessary to Bring to Standard: Replace or repair basin to design standards.

B-8 Structural—Settlement/Misalignment: Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.

Maintenance Necessary to Bring to Standard: Replace or repair basin to design standards.

B-9 General—Pollution: Presence of any chemical pollutants or flammable materials.

Maintenance Necessary to Bring to Standard: Remove contaminants so that none are present.

B-10 Catch Basin Cover—Not in Place: Cover is missing or only partially in place. Any open catch basin requires maintenance.

Maintenance Necessary to Bring to Standard: Repair or replace catch basin cover so that it is closed.

B-11 Metal Grates—Safety Hazard: Grate with opening wider than 7/8 inch.

Maintenance Necessary to Bring to Standard: Repair grate openings so that they meet design standards.

B-12 Metal Grates—Trash & Debris: Trash and debris that is blocking grate surface.

Maintenance Necessary to Bring to Standard: Remove all trash and debris from grate.

B-13 Metal Grates—Damaged or Missing: Grate is missing or has broken members.

Maintenance Necessary to Bring to Standard: Repair or replace grate so that it is in place and meets design standards.

B-14 Ladder—Rungs Unsafe: Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks.

Maintenance Necessary to Bring to Standard: Repair ladder so that it meets design standards and allows maintenance person safe access.

Flow Restrictor Definition: A facility such as a Flow Restrictor Oil Pollution (FROP) control device with a specifically sized orifice(s) to control release rates or a spill control device. Usually located in a Type II Catch Basin/Control Manhole; designated as "CS,"

Freeland & Associates, Inc. 18

"CS/CB," or "CS/MH" on your site plan. There may be a vertical culvert at the outlet ("T") with additional elbow orifice inlets (secondary orifice).

Defect Number & Defect:

C-1 General—Trash & Debris (Includes Sediment): Distance between debris buildup and bottom of orifice plate is less than 1-1/2 feet (18 inches).

Maintenance Necessary to Bring to Standard: Remove all trash and debris. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

C-2 General—Structural Damage: Structure is not securely attached to manhole wall (outlet pipe structure should support at least 1,000 pounds of up or down pressure); and/or structure is not in upright position (allow up to 10% from plumb). (Structure is usually secured with banding material.)

Maintenance Necessary to Bring to Standard: Repair structure to be securely attached to wall so that outlet pipe supports at least 1,000 pounds of up or down pressure; and ensure outlet pipe is in correct position.

C-3 General—Structural Damage: Connections to outlet pipe are not watertight and show signs of rust or deteriorated grout.

Maintenance Necessary to Bring to Standard: Repair connections to outlet pipe so that they are watertight; repair or replace structure so that it works as designed.

C-4 General—Structural Damage: Any holes—other than designed holes—in the structure.

Maintenance Necessary to Bring to Standard: Repair holes so that structure has no holes other than designed holes.

C-5 Cleanout Gate—Damaged or Missing: Cleanout gate is not watertight or is missing.

Maintenance Necessary to Bring to Standard: Repair or replace gate so that it is watertight and works as designed.

C-6 Cleanout Gate—Will Not Open or Opens with Difficulty: Gate cannot be moved up and down by one person.

Maintenance Necessary to Bring to Standard: Repair gate so that it moves up and down easily and is watertight.

C-7 Cleanout Gate—Damaged or Missing Chain or Rod: Chain or rod leading to gate is missing or damaged (must be accessible from street level).

Maintenance Necessary to Bring to Standard: Repair or replace chain or rod so that it is in place and works as designed.

C-8 Cleanout Gate—Rusted: Gate is rusted over 50% of its surface area.

Maintenance Necessary to Bring to Standard: Repair or replace gate to meet design standards.

C-9 Orifice Plate (Including Secondary Orifices)—Damaged or Missing: Control device is not working properly due to missing, out of place, or bent orifice plate; or secondary orifice elbows have become loosened from structure.

Maintenance Necessary to Bring to Standard: Repair or replace orifice plate so that it is in place and works as designed.

C-10 Orifice Plate (Including Secondary Orifices)—Trash and Debris: Any trash, debris, sediment, or vegetation blocking the plate *Maintenance Necessary*

to *Bring to Standard*: Remove all obstructions so that orificate plate works as designed.

C-10 Secondary Orifices (Elbow Restrictors)—Integrity: Secondary orifice is securely attached and properly functioning

Maintenance Necessary to Bring to Standard: Repair secondary orifice to be properly functioning.

C-11 Overflow Pipe—Obstructions: Any trash or debris blocking (or having the potential of blocking) the overflow pipe. (Overflow pipe is at the top of FROP, "T-section" device or spill control device.)

Maintenance Necessary to Bring to Standard: Remove trash and debris so that the overflow pipe is free of all obstructions and works as designed.

Debris Barrier

Definition: Metal trash rack usually located over the entrance to a pipe or culvert. A debris barrier may also be a conical structure constructed of metal bars and/or rods placed over a Type II Catch Basin.

Defect Number & Defect:

D-1 General—Trash & Debris: Trash or debris that is plugging of the openings in the barrier.

Maintenance Necessary to Bring to Standard: Remove trash or debris so that barrier is clear to receive capacity flow. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

D-2 General—Damaged/Bars: Bars are bent out of shape more than 3 inches.

Maintenance Necessary to Bring to Standard: Repair or replace bars so that they are in place with no bends more than 3/4 inch.

D-3 General—Missing Bars: Bars are missing, or entire barrier is missing.

Maintenance Necessary to Bring to Standard: Repair or replace bars according to design standards.

D-4 General—Bars are loose and rust is causing 50% deterioration to any part of barrier:

Maintenance Necessary to Bring to Standard: Repair or replace barrier according to design standards.

Energy Dissipater and Dispersion Trench

Definition: A rock pad constructed at inlets/outlets to prevent erosion (Energy Dissipater), or a catch basin used to slow fast flowing runoff (Energy Dissipater), or a constructed percolation trench to disperse outletting flows over a large area (Dispersion Trench). Catch basins may be a part of the dispersion trench; see Type I or Type II Catch Basins (Items A and B) for maintenance requirements.

Defect Number & Defect:

E-1 Rock Pad—Missing or Moved Rock: One layer or less of rock exists above native soil in area five square feet or larger, or any exposure of native soil.

Maintenance Necessary to Bring to Standard: Replace rocks to design standard.

E-2 Energy Dissipater—Needs Replacement: Visible signs of pad erosion, or plugged dispersion trenches.

Maintenance Necessary to Bring to Standard: Replace energy dissipater.

E-3 Dispersion Trench—Pipe Plugged with Sediment: Accumulated sediment that exceeds 20% of the design depth.

Maintenance Necessary to Bring to Standard: Clean/flush pipe so that it matches design.

E-4 Dispersion Trench—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.

Maintenance Necessary to Bring to Standard: Rebuild trench to design standards.

E-5 Dispersion Trench—Perforations Plugged: Over 1/2 of perforations in pipe are plugged with debris and sediment.

Maintenance Necessary to Bring to Standard: Clean or replace perforated pipe..

E-6 Dispersion Trench—Water Flows Out Top of “Distributor” Catch Basin: Water has been observed flowing out during any storm less than the design storm, or it is causing or appears likely to cause damage.

Maintenance Necessary to Bring to Standard: Rebuild facility to design standards.

E-7 Dispersion Trench—Receiving Area Oversaturated: Water in receiving area is causing or has potential of causing landslide problems.

Maintenance Necessary to Bring to Standard: Ensure that engineer's evaluation of outlet function and soil stability is satisfactory.

E-8 Dispersion Trench—Vegetation: Any vegetation growing on dispersion trench.

Maintenance Necessary to Bring to Standard: Remove vegetation including root system.

Pipe/culvert

Definition: A conveyance culvert of varying diameter. May be constructed of concrete pipe (CP), corrugated metal pipe (CMP), or smooth wall high density polyethylene pipe (HDPP).

Defect Number & Defect:

F-1 General—Sediment & Debris: Accumulated sediment and/or debris that exceeds 20% of the diameter of the pipe.

Maintenance Necessary to Bring to Standard: Clean pipe of all sediment and debris.

F-2 Vegetation—Overgrowth: Vegetation that reduces free movement of water through pipes.

Maintenance Necessary to Bring to Standard: Remove all vegetation so water flows freely through pipes.

F-3 Structural—Protective Coating is Damaged: Rust is causing more than 50% deterioration to any part of the pipe.

Maintenance Necessary to Bring to Standard: Repair or replace pipe.

F-4 Structural—Joints: Joints are visibly misaligned, or culvert alignment is disrupted.

Maintenance Necessary to Bring to Standard: Realign/reconnect affected culvert.

F-5 Structural—Damaged Pipe: Any dent that decreases the cross section area of pipe by more than 20%.

Maintenance Necessary to Bring to Standard: Repair or replace pipe.

Ditch

Definition: Conveyance system. May be U-shaped or trapezoidal with flat bottom. May be rock lined. A ditch is **not** the same as a bioswale

Defect Number & Defect:

G-1 General—Trash & Debris: Trash and debris exceeds 1 cubic foot per 1,000 square feet of ditch and slopes.

Maintenance Necessary to Bring to Standard: Clear trash and debris from ditch. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

G-2 General—Sediment: Accumulated sediment that exceeds 20% of the design depth.

Maintenance Necessary to Bring to Standard: Clean/flush ditch of all sediment and debris so that it matches design. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

G-3 Vegetation—Overgrowth: Vegetation that reduces free movement of water through ditch (vegetation taller than 8 inches or trees such as alders).

Maintenance Necessary to Bring to Standard: Remove vegetation so that water flows freely through ditch or bioswale.

G-4 Side Slopes—Erosion Damage to Slopes: Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.

Maintenance Necessary to Bring to Standard: Stabilize slopes by using appropriate erosion control measure(s): for example, rock reinforcement, planting of grass, erosion control blankets, bonded fiber matrices or compaction.

G-5 Check Dams—Sedimentation: Silt deposition causes standing water behind check dam *Maintenance Necessary to Bring to Standard:* Replace check dam; remove silt.

G-6 Rock Lined Ditch—Failure of Rock-Lined Ditch: Erosion or failure of rock slopes of ditch line.

Maintenance Necessary to Bring to Standard: Replace/repair rock lining to reestablish ditch crosssection.

Fencing (Including Gates)

Definition: Six-foot-high fence, required by County if pond slopes are steeper than 3:1 to prohibit entry due to safety considerations in steep side slopes.

Defect Number & Defect:

H-1 General—Missing or Broken Parts: Any defect in the fence that permits easy entry to a facility.

Maintenance Necessary to Bring to Standard: Repair or replace parts to provide adequate security.

H-2 General—Missing or Broken Parts: Parts broken or missing that can be seen by the public that are below the appearance standards of the neighborhood.

Maintenance Necessary to Bring to Standard: Repair or replace broken or missing parts to conform to the standards of the neighborhood.

H-3 General—Erosion: Erosion more than 4 inches deep and 12-18 inches wide permitting an opening under a fence.

Maintenance Necessary to Bring to Standard: Fill in openings so that there are no openings under the fence that exceed 4 inches in height.

H-4 General—Damaged Parts: Posts out of plumb more than 6 inches.

Maintenance Necessary to Bring to Standard: Correct position so that posts are plumb to within 1-1/2 inches.

H-5 General—Damaged Parts: Any part of fence (including posts, top rails, and fabric) more than 1 foot out of design alignment.

Maintenance Necessary to Bring to Standard: Align fence so that it meets design standards.

H-6 Chain Link Fences—Damaged Parts: Top rails bent more than 6 inches.

Maintenance Necessary to Bring to Standard: Repair or replace top rails so that they are free of bends greater than .1 inch.

H-7 Chain Link Fences—Damaged Parts: Missing or loose tension wire.

Maintenance Necessary to Bring to Standard: Repair or replace tension wire so that it is in place and holding fabric.

H-8 Chain Link Fences—Damaged Parts: Missing or loose barbed wire that is sagging more than 2-1/2 inches between posts.

Maintenance Necessary to Bring to Standard: Repair or replace barbed wire so that it is in place with less than 3/4 inch sag between posts.

H-9 Chain Link Fences—Damaged Parts: Extension arm missing, broken, or bent out of shape more than 1-1/2 inches.

Maintenance Necessary to Bring to Standard: Repair or replace extension arm so that it is in place with no bends larger than 3/4 inch.

H-10 Chain Link Fences—Deteriorated Paint or Protective Coating: Part or parts have a rusting or scaling condition that has affected structural adequacy.

Maintenance Necessary to Bring to Standard: Repair posts or parts so that they are structurally adequate with a uniform protective coating.

H-11 Chain Link Fences or Gates—Openings in Fabric: Openings in fabric are such that an 8 inch diameter ball could fit through (intent is to prevent a small child from entering).

Maintenance Necessary to Bring to Standard: Repair fabric so that there are no openings in fence.

H-12 Gates—Damaged or Missing Members: Missing gate or locking devices.

Maintenance Necessary to Bring to Standard: Repair or replace gates and locking devices so that all are in place.

H-13 Gates—Damaged or Missing Members: Broken or missing hinges such that gate cannot be easily opened and closed by a maintenance person.

Maintenance Necessary to Bring to Standard: Repair or replace hinges so that they are intact and lubed, and gate is working freely.

H-14 Gates—Damaged or Missing Members: Gate is out of plumb more than 6 inches and more than 1 foot out of design alignment.

Maintenance Necessary to Bring to Standard: Align gate so that it is vertical.

H-15 Gates (Chain Link)—Damaged or Missing Members: Missing stretcher bar, stretcher bands, and ties.

Maintenance Necessary to Bring to Standard: Repair or replace stretcher bar, bands, and ties so that all are in place.

Access Road

Definition: Minimum of 12 feet wide, may be constructed of class "B" road material, AC pavement or heavier fabric/spall sections. Used to access control structure and other facility components.

Defect Number & Defect:

I-1 General—Support: Access road is capable of supporting trucks and maintenance equipment.

Maintenance Necessary to Bring to Standard: Repair road to design standards.

I-2 General—Trash & Debris: Trash and debris exceeds 1 cubic foot per 1,000 square feet; i.e., trash and debris would fill up one standard-sized garbage can.

Maintenance Necessary to Bring to Standard: Clear trash and debris from site. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

I-3 General— Pollution: Presence of any chemical pollutants or flammable materials.

Maintenance Necessary to Bring to Standard: Remove contaminants so that none are present. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

I-4 Access—Blocked Roadway/Safety Hazard: Debris that could damage vehicle tires (glass or metal).

Maintenance Necessary to Bring to Standard: Remove debris so that roadway is free of debris that could damage tires. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

I-5 Access—Blocked Roadway/Safety Hazard: Any obstructions or vegetation that reduces clearance above road surface to less than 14 feet.

Maintenance Necessary to Bring to Standard: Remove obstructions or vegetation so that roadway overhead is clear to 14 feet high.

I-6 Access—Blocked Roadway/Safety Hazard: Any obstructions or vegetation restricting the access to a 10- to 12-foot width for a distance of more than 12 feet or at any point restricting access to less than a 10-foot width.

Maintenance Necessary to Bring to Standard: Remove obstructions to allow at least a 12-foot access.

I-7 Road Surface—Settlement, Potholes, Soft Spots, or Ruts: Any surface defect that exceeds 6 inches in depth and 6 square feet in area. In general, any surface defect that hinders or prevents maintenance access.

Maintenance Necessary to Bring to Standard: Repair road surface so that it is uniformly smooth with no evidence of settlement, potholes, soft spots, or ruts.

I-8 Road Surface—Vegetation: Trees growing or vegetation in excess of 6 inches.

Maintenance Necessary to Bring to Standard: Remove trees, mow access road surface and/or remove trees.

I-9 Road Surface (if applicable)—Modular Grid Pavement Contamination: Build up of sediment mildly contaminated with petroleum hydrocarbons.

Maintenance Necessary to Bring to Standard: Repair road surface so that it is uniformly smooth with no evidence of settlement, potholes, soft spots, or ruts. Refer to the disposal guidelines in Appendix A for instructions on disposal of trash, debris and sediment.

I-10 Shoulders & Ditches—Erosion Damage: Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.

Maintenance Necessary to Bring to Standard: Repair shoulder so that it is free of erosion and matching the surrounding road.

I-11 Shoulders & Ditches—Weeds & Brush: Weeds and brush exceed 18 inches in height or hinder maintenance access.

Maintenance Necessary to Bring to Standard: Cut weeds and brush to 2 inches in height, or clear in such a way as to allow maintenance access.

Other—Specific to FC Ponds (Including Infiltration)

Definition: A flow control pond is a facility designed to temporarily store excess stormwater and slowly release it downstream to prevent flooding and erosion. A dike is a feature of a pond where earth has been built up to provide some portion of the side slope of the pond.

Defect Number & Defect:

J-1 General—Trash & Debris: Trash and debris exceed 1 cubic foot per 1000 square feet, or there is visual evidence of dumping, or any trash and debris that could block the pond outlet.

Maintenance Necessary to Bring to Standard: Remove trash and debris from site.

J-2 General—Contamination: Oil, gasoline, or other contaminants in any amount found that could: 1) cause damage to plant, animal, or marine life; 2) constitute a fire hazard; or 3) be flushed downstream during rain storms.

Maintenance Necessary to Bring to Standard: Remove all contaminants so that none are present.

J-3 Vegetation—Unmowed Grass/Ground Cover (Not Including Infiltration—

See J-15): If facility is located in private residential area, mowing is needed when grass exceeds 18 inches in height. In other areas, the general policy is to make the pond site match adjacent ground cover and terrain as long as there is no interference with the function of the facility.

Maintenance Necessary to Bring to Standard: Mow grass/ground cover to 2 inches in height.

J-4 Dike—Rodent Holes: Any evidence of rodent holes, or any evidence of water piping through dike via rodent holes.

Maintenance Necessary to Bring to Standard: Ensure that rodents are destroyed and holes are repaired.

J-5 Side Slopes and Dikes—Erosion: Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.

Maintenance Necessary to Bring to Standard: Stabilize slopes by using appropriate erosion control measure(s): for example, rock reinforcement, planting of grass or hydroseeding, erosion control blankets, bonded fiber matrices or compaction.

J-6 Storage Area—Sediment (Except Infiltration—See J-12 and J-13):

Accumulated sediment exceeds 10% of the designed pond depth. Periodic sediment removal is critical to proper pond function.

Maintenance Necessary to Bring to Standard: Clean out sediment to designed pond shape and depth; reseed pond if necessary to control erosion.

J-7 Storage Area—Liner Damage (If Applicable): Liner is visible and has more than three 1/4-inch holes in it.

Maintenance Necessary to Bring to Standard: Repair or replace liner.

J-8 Pond Dikes—Settlements: Any part of dike has settled 4 inches lower than the design elevation, or water is visibly piping (leaking) through dikes.

Maintenance Necessary to Bring to Standard: Build dike back to the design elevation or repair piping.

J-9 Emergency Overflow/Spillway—Rock Missing, Erosion, or Obstruction: One layer or less of rock exists above native soil in area 5 square feet or larger; any exposure of native soil; or blockage by debris or vegetation.

Maintenance Necessary to Bring to Standard: Replace rocks to design standards. Remove debris.

J-10 Emergency Overflow/Spillway and Dikes Over 4 Feet in Height—Tree Growth: Tree growth on emergency spillways create blockage problems and may cause failure of the dike due to uncontrolled overtopping. Tree growth on dikes over 4 feet in height may lead to piping through the dike which could lead to failure of the dike.

Maintenance Necessary to Bring to Standard: Remove tree. 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 dike restored. A licensed civil engineer should be consulted for proper dike/spillway restoration.

J-11 Emergency Overflow/Spillway—Does Not Control Storm Flow: Emergency overflow or spillway is not large enough to handle heavy rain storms.

Maintenance Necessary to Bring to Standard: Increase capacity (size) of emergency overflow so that there is no danger of flood damage to City roads or private property.

J-13 Rock Filters—Sediment & Debris: By visual inspection, little or no water flows through filter during heavy rain storms.

Maintenance Necessary to Bring to Standard: Replace gravel in rock filter.

J-22 Access Ramp—In Useable Condition: Access ramp is capable of supporting trucks and equipment.

Maintenance Necessary to Bring to Standard: Repair ramp deficiencies.

Other—Specific to Wet Ponds Defect Number & Defect:

N-1 Pond Area—Water Level: First cell empty, doesn't hold water.

Maintenance Necessary to Bring to Standard: Line the first cell with an impermeable liner to maintain at least 4 feet of water. Although the second cell may drain, the first cell must remain full to control turbulence of the incoming flow and reduce sediment resuspension. If the second cell doesn't hold water, line with low permeable liner or treatment liner. If infiltration rate is greater than 9 inches/hour (2.4 inches/hour in a critical aquifer recharge area).

N-2 Pond Area—Defective Vegetation: Vegetation such as grass and weeds needs to be mowed when height exceeds 18 inches. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises, or by rainfall runoff. Trees, brush, and shrubs are impeding maintenance or flow.

Maintenance Necessary to Bring to Standard: Mow vegetation to 4-5 inches in height. Remove trees, bushes and shrubs where they are interfering with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Some wetland species may require harvesting or special maintenance rather than mowing.

N-3 Pond Area—Algae Mats: When algae mats develop over more than 10% of the water surface, they should be removed. Also remove mats in the late summer before fall rains, especially in Sensitive Lake Protection Areas. Excessive algae mats interfere with dissolved oxygen content in the water and pose a threat to downstream lakes if excess nutrients are released.

Maintenance Necessary to Bring to Standard: Algae mats that cover more than 10% of the surface of any cell should be removed. A rake or mechanical device should be used to remove the algae. Removed algae can be left to dry on the pond slope above the 100-year water surface.

N-4 Pond Area—Trash and Debris: Accumulation that exceeds 1 cubic foot per 1000 square foot of pond area.

Maintenance Necessary to Bring to Standard: Trash and debris removed from pond.

N-5 Pond Area—Sediment Accumulation: Sediment accumulations in pond bottom that exceeds the depth of sediment zone (typically 1') plus 6 inches, usually in the first cell.

Maintenance Necessary to Bring to Standard: Removal of sediment from pond bottom.

N-6 Pond Area—Oil Sheen on Water: Prevalent and visible oil sheen.

Maintenance Necessary to Bring to Standard: Remove oil from water by use of oil-absorbent pads or vactor truck. Locate source and correct.

N-7 Pond Area—Erosion: Erosion of the pond's side slopes and/or scouring of the pond bottom, that exceeds 6 inches, or where continued erosion is prevalent.

Maintenance Necessary to Bring to Standard: Slopes should be stabilized by using appropriate erosion control measures, and repair methods.

N-8 Pond Dike—Settlement: Any part of these components that has settled 4 inches or more lower than the design elevation, or inspector determines dike is unsound.

Maintenance Necessary to Bring to Standard: Dike is repaired to specifications.

N-9 Internal Dike—Concentrated Flow: Dike dividing cells should be level.

Maintenance Necessary to Bring to Standard: Build up low areas of dike or lower high areas so that the dike surface is level and water flows evenly over the entire length of the dike from the first cell to the second. Repair eroded areas and establish erosion control on areas that erode.

N-9 Inlet/Outlet Pipe—Trash and Debris: Inlet/outlet pipe clogged with sediment and/or debris material.

Maintenance Necessary to Bring to Standard: Remove sediment and/or debris so that there is no clogging or blockage in the inlet and outlet piping. Ensure outlet pipe (or T-section if applicable) retains floatables.

N-10 Inlet/Outlet Pipe—Floatables are Captured: Floatable material is retained by outlet pipe or T-section.

Maintenance Necessary to Bring to Standard: Ensure outlet pipe (or T-section if applicable) retains floatables.

N-11 Overflow Spillway—Rock Missing: Rock is missing and soil is exposed at top of spillway or outside slope.

Maintenance Necessary to Bring to Standard: Replace rocks to specifications.

N-12 Access Ramp—In Useable Condition: Access ramp is capable of supporting trucks and maintenance equipment.

Maintenance Necessary to Bring to Standard: Repair ramp so it can support trucks and maintenance equipment.

Appendix A

Disposal of Trash Debris and Sediment

Trash and Debris

Small amounts of trash and debris can be put into your solid waste container. Large amounts may require hiring a vendor to dispose of the material. If using a vendor, ensure that the vendor properly disposes of waste.

Sediment

1. Clean sediment may be used as landscape material or sent to yard waste recyclers.
2. Sediment that does not appear to be heavily contaminated with oil or grease can be double bagged and put into your solid waste container. Material that appears to be heavily contaminated must be disposed of by a qualified vendor.

EXHIBIT 1

Ariel Court - Annual Stormwater Maintenance Log

<u>Component</u>	<u>Comments/Defects/Action Taken</u>	<u>Action By</u>	<u>Action Date</u>
Pond -- Type I Catch Basin (inlet)			
Pond -- Type II Catch Basin (control manhole)			
Pond -- Flow Restrictor (inside manhole)			
Pond -- Emergency Overflow Spillway			
Pond - Vegetation			
Pond -- General Area and Fence/Gates			
Pond - Pipe			
Pond -- Access Rd			
Pond -- Dike/Berm			
Plat Perimeter -- Curtain Drain			

Inspection Conducted By: _____

Date of Inspection: _____

Additional Comments: