

Stormwater Facility Evaluation

2021

Bay Ridge Estates



Prepared by:

Whatcom County Public Works - Stormwater

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www.whatcomcounty.us/2620/StormwaterNPDES

October 2021

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Your Stormwater Facility Report

Dear Bay Ridge Estates HOA,

October 29, 2021

Whatcom County Public Works Stormwater Division is happy to deliver the enclosed evaluation of your private stormwater facility. Thank you for your interest in keeping your stormwater system in good working order. A well-maintained system will protect this valuable asset, save you money in the long-term, and serve to address obligations for protecting water quality and flood prevention.

This report contains the following:

- *A General Vicinity Map* shows your site's approximate location.
- *The Introduction* includes information about stormwater.
- *Stormwater Facility Background* includes general information about the site location and plat.
- *Stormwater Facility Components* includes information about unique components of your stormwater facilities.
- *Stormwater Facility Evaluation* describes observations regarding present condition and operations of your facility as well as recommendations for future facility maintenance.
- *Attachments 1 and 2* feature a stormwater inventory, mapping and site photos.
- *Attachment 3* includes a blank Whatcom County stormwater facility evaluation form and one that we've filled out for this inspection. Keep the blank for your future evaluations. We recommend performing an inspection of your facility on an annual basis and after storm events. The HOA is responsible for filing and maintaining these reports.
- *Attachment 4* includes relevant recorded documents such as the recorded plat, and codes, covenants and restrictions (CCR's).
- *Attachment 5* includes soil sampling, screening and disposal guidelines from the Whatcom County Health Department.

Contact the Whatcom County Public Works Stormwater Division at 360-778-6230 with any questions about your stormwater facility or the contents of this report.

Sincerely,

Kraig Olason, Stormwater Program Manager
Whatcom County Public Works
322 N. Commercial St.
Bellingham, WA 98225



Introduction

Whatcom County Public Works (County) is conducting voluntary evaluations of stormwater systems for private stormwater system owners.

What is Stormwater?

“Stormwater is rain and snow melt that runs off rooftops, paved streets, highways, and parking lots. As it runs off, it picks up pollution like oil, fertilizers, pesticides, soil, trash, and animal manure. Most stormwater is not treated, even when it goes into a storm drain. It flows downstream directly into streams, lakes, and marine waters.

Stormwater runoff is the leading threat to Washington's urban waters, streambeds, banks, and habitats. Our waters and salmon as well as other fish and wildlife species aren't the only things at risk. Stormwater problems also affect the health and safety of people. As we develop land to accommodate Washington's growing population, our state's stormwater problem grows, too. The good news is we can do something about it—all of us.” (*Washington State Department of Ecology Stormwater Website – 9/17/21*)

Facilities that collect and convey stormwater should be inspected to ensure they are being properly maintained and functioning as designed. Stormwater facilities serve the dual tasks of protecting infrastructure and property and reducing the pollutants that will eventually reach streams, rivers, lakes and the Puget Sound. When stormwater facilities are not maintained, they are more likely to cause erosion, flooding, and polluted discharges.

Throughout Western Washington, stormwater is regulated by the Washington State Department of Ecology through various permit systems. The location of your property, date of construction, population of your city or county, and local regulations are some of the factors that determine whether an inspection/maintenance program is required or voluntary. In all cases, the owner of the stormwater facility is responsible for the quantity and quality of the stormwater discharging from their property.



Stormwater Facility Background

Site Description

Bay Ridge Estates is located at the intersection of Birch Point Road and Selder Road in Whatcom County. The site slopes downhill to the south and covers approximately 31.6 acres. Stormwater runoff from impervious surfaces of the development are directed into a stormwater detention pond at the southeast corner of the site for flow regulation and water quality treatment before discharging to a county ditch. Stormwater leaving the site flows via county roadside ditches and storm pipes into Birch Bay.

System Ownership and Responsibilities

Whatcom County generally defines stormwater facility maintenance requirements at the time a development is platted. However, Bay Ridge Estates was originally platted in 1977 and does not appear to have stormwater regulations recorded on the plat, nor in the *Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates* (Attachment 4).

Because the plat does not contain specific maintenance and record-keeping requirements regarding the stormwater system and structures, it is the responsibility of the HOA and individual owners to understand their system's maintenance requirements and ensure proper records are maintained.

In the majority of other privately-owned systems, the HOA is responsible for maintaining the roads, culverts, catch basins, storm mains, stormwater ponds, recreation areas and access areas within the private community. Individual homeowners are typically responsible for the maintenance of driveway culverts, ditches and yard drains on, and fronting, private property. Ownership and maintenance requirements specific to Bay Ridge Estates should be included in the HOA's bylaws which detail rules, restrictions and regulations in the community.

A copy of the Bay Ridge Estates plat is included in Attachment 4 of this report. It should be noted that the stormwater pond at the intersection of Selder Road and Birch Point Road is *not* included in the plat. Ownership was granted to the Bay Ridge Estates HOA from the developer on July 16, 1991, according to the Whatcom County Assessor's website. No construction drawings or design drawings could be located. As such the relationship between the pond and the rest of the stormwater system is not known. At a minimum the inlets and outlets to and from the pond should be regularly inspected and maintained.



Stormwater Facility Components

The facilities described in this report are identified on the stormwater inventory (Attachment 1). It is suggested that you read this report and consult the stormwater inventory to more fully understand how your stormwater system operates. For additional information regarding typical stormwater system components, refer to Whatcom County's *Stormwater Facilities Inspection and Maintenance Handbook*, located here: www.whatcomcounty.us/2877/Private-Stormwater-System-Maintenance-Pr.

Definitions:

- **Type 1 catch basin:** a rectangular concrete structure with a sump, metal frame and grate. The grate can be either solid or vaned.
- **Type 2 catch basin:** a round concrete structure used for connecting large diameter pipes. Type 2s generally have a sump, metal frame and solid lid.
- **Sump:** the area inside a catch basin that is below the outlet pipe and allows solids (like sediment) to settle out of the stormwater flow.
- **Culvert:** a pipe used to convey water under roads/driveways, open on both ends.
- **Storm main:** a pipe used to convey water underground and is connected to a catch basin.

Stormwater System Overview

We encourage the Bay Ridge Estates HOA to maintain and keep an inspection log of these stormwater facilities and structures:

- Catch basins (CBs)
- Roadside ditches
- Road culverts
- Storm mains
- Stormwater pond

The major stormwater system features include 29 CBs, road culverts, storm mains, and a stormwater pond at the southeast corner of the development (see Attachment 1).

Stormwater is conveyed to the pond from the impervious surfaces of the plat via catch basins/inlets and open ditches/driveway culverts. Runoff from areas west of Seawan Place flows south along Bay Ridge Drive to Shoreview Road. Water flows east along Shoreview Road and into the pond via storm piping. Runoff from areas east of Seawan Place flows east along Bay Ridge Drive until it gets to a type 2 catch basin (#6371) near the east end of Bay Ridge Drive. From there it flows via a storm pipe into the detention pond.

Stormwater flow exits the stormwater pond at the southeast corner. The water exiting the pond enters a county ditch along Selder Rd. Typically a pond outflow is controlled through a type 2 catch basin with a flow control structure inside. No design or construction drawings could be located to verify if any such structure exists.



Your Stormwater Facility Evaluation

Stormwater Evaluation Date

A field evaluation of the Bay Ridge Estates stormwater system was conducted on September 7, 2021 by Whatcom County Stormwater Inspector, Kyle Kulm.

Table 1. Catch basin (type 1 and type 2) evaluation and maintenance recommendations

Catch Basin #	Sump Depth (in.)	Sediment Depth (in.)	% full of sediment	Note/Recommendations
6501	12	2	17%	Type 1, grout repair is needed.
6502	12	2	17%	Type 1, no maintenance is needed.
6503	12	2	17%	Type 1, grout repair is needed.
6504	12	2	17%	Type 1, grout repair is needed for now (Fig. 1). CB replacement needed within the next 3-5 years. The cracks and voids will eventually lead to settling and cracking of the concrete driveway above.
6505	12	2	17%	Type 1, grout repair is needed (Fig. 2).
6399	12	2	17%	Type 1, no maintenance is needed.
6365	10	2	20%	Type 1, no maintenance is needed.
6394	8	8	100%	Type 1, needs to be replaced (Fig. 3). This CB is falling apart and will fail to function very soon. Remove sediment for now and add to the top of the replacement list.
6393	8	8	100%	Type 1, needs sediment removed.
6388 6390 6392 6395	NA	NA	NA	Type 1, access needs to be repaired. These CB's have plywood covering (Fig. 4). Plywood needs to be removed and replaced with a metal frame and grate. The plywood covering is a safety hazard and should be addressed immediately.
6391	10	6	60%	Type 1, needs sediment removed.



Your Stormwater Facility Evaluation - Continued

6396	10	6	60%	Type 1, needs sediment removed.
6397	10	2	20%	Type 1, no maintenance is needed.
6398	12	7	58%	Type 1, needs sediment removed.
6386	18	6	33%	Type 1, no maintenance is needed.
6384	10	2	20%	Type 1, no maintenance is needed.
6387	8	1	13%	Type 1, no maintenance is needed.
6389	6	2	33%	Type 1, no maintenance is needed.
6381	12	2	17%	Type 1, grout repair is needed for now. Both metal pipes need to be replaced (Figs 7 & 8).
6383	NA	NA	NA	Type 1, vegetative maintenance needed. The landscape plants are too overgrown to access. Trim back the vegetation to inspect the CB.
6384	10	3	30%	Type 1, no maintenance is needed.
6376	NA	NA	NA	Type 1, grate has filter fabric covering it (Fig. 10). I did not pull the lid off as I was worried that the fabric covering would get damaged during the work. Work with the homeowner to establish access. Needs to be inspected.
6374	6	2	33%	Type 1, no maintenance is needed.
6372	12	2	17%	Type 1, no maintenance is needed.



Your Stormwater Facility Evaluation - Continued

6371	10	8	56%	Type 2, sediment needs to be removed. There is an extensive number of roots coming into the CB. Some have penetrated through the structure and some through the pipes (Figs. 13 & 14). These roots can cause further damage to the structure/pipes, impede flow, allow sediment to be carried into the structure, causing settling and scouring around the outside of the pipes. The roots need to be removed and any damage needs to be repaired.
6370	10	1	10%	Type 1, no maintenance is needed.

Standard Recommendations:

- Type 1 catch basins require cleaning when sump sediment depth is 60% or more full, or more than 6 inches total.
- Type 2 catch basins require cleaning when sump sediment depth is 33% full or more.
- Catch basin grates should be kept free of debris and blockages.
- Develop a plan to replace over time all of the non-standard catch basins. Many of the catch basins are homemade basins of cinder blocks and other materials. Many have new drain piping, holes and other gaps that need to be grouted. Open gaps will allow groundwater to carry sediment into the catch basin, thus developing sunken ground around the catch basin (Figs. 11 & 12). This sunken ground will cause cracks in driveways/sidewalks and a depression around the catch basin grate, resulting in a standing pool of water.

Roadside Ditches:

In general, the roadside ditches are well maintained. Most are grass lined and kept mowed, some are overgrown with tall grasses or other ground cover.

Recommendations:

- Keep bottom of ditch (flow line) free of obstructions.
- Remove any sediment build up.
- Don't dump any grass clippings or yard trimmings into ditches.
- Remove any trash.



Your Stormwater Facility Evaluation - Continued

Culverts/Storm Mains

There are several different sizes and types of culverts and storm mains in this system. In general, the metal pipes have rusted bottoms. Typically, metal pipes have a life span of 20-30 years. This development was built in 1978 or 43 years ago. All of the metal pipes are due to be replaced.

Table 2. Culvert and storm main evaluation and recommendations. Listed below are the pipes that need maintenance.

Pipe Number	Material	Sediment Level	Notes/Recommendations
CV3586	Metal	NA	Rusted bottom, scouring occurring, pipe needs to be replaced (Figures 5 & 6).
SM675	Metal	NA	Rusted bottom, severe scouring occurring, pipe needs to be replaced.
SM705	Metal	NA	Rusted bottom, severe scouring occurring, pipe needs to be replaced.
SM695	Plastic	~1.5"	Cleaning is recommended.
SM682	Unknown	~1.5"	Cleaning is recommended.
SM711	Unknown	~1.5"	Cleaning is recommended.
SM761	Unknown	~1.5"	Cleaning is recommended.
SM758	Unknown	~1.5"	Cleaning is recommended.
SM757	Unknown	~1.5"	Cleaning is recommended.
SM753	Unknown	~1.5"	Cleaning is recommended.
SM720	Unknown	~1.5"	Cleaning is recommended.
SM694	Unknown	~1.5"	Cleaning is recommended.
SM697	Unknown	~1.5"	Cleaning is recommended.



SM738	Unknown	~1.5"	Cleaning is recommended.
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Standard Recommendations:

- Stormwater pipes require cleaning at 20% sediment depth or 2.4" for a 12" pipe. Whatcom County generally cleans culverts when sediment depth exceeds 1 inch, as our experience has demonstrated that even lower accumulation can result in blockages.
- Several pipes are corrugated metal pipe (CMP) that are rusting on the bottoms (Figures 5 & 6). Develop a plan to replace all CMPs.
- Several culverts and storm mains need to be jetted (Fig. 9).
- Use the attached blank Culvert / Storm Main Inventory list (Attachment 3) to document video inspection findings and maintenance activities.
- Replace the crushed pipe that was discovered by the HOA through video inspection.
- Develop a maintenance plan to identify future culvert/storm main cleaning needs.

Stormwater Pond

The stormwater pond is located in the southeasterly corner of the development. Storm runoff enters the pond through two inlets. One inlet conveys water from Shoreview Rd via a 12" concrete pipe to the westerly end of the pond. The other inlet conveys water from Bay Ridge Drive near the Selder Road entrance via an 18" corrugated polyethylene pipe to the northeastern point of the pond. Water exits the pond from the southeast point of the pond (assumed).

It should be noted that the parcel of land containing the stormwater pond is not part of the Bay Ridge Estates plat. Ownership was granted to the HOA from the developer in 1991. While no construction or design drawings could be located, it is still an important part of the stormwater system. Proper maintenance of the pond will help protect the overall system, reduce maintenance costs long term and help protect the environment.

Observations:

- Stormwater detention pond bottom appears to be fairly clear of cattails and other vegetation. The perimeter is overgrown with tall grasses and blackberries.
- Located the northerly inlet, could not access the westerly inlet.
- Could not access outlet, overgrown with blackberries.
- Approximately 2-acre field adjacent to the pond is maintained.



Your Stormwater Facility Evaluation - Continued

Recommendations:

- Remove blackberries and verify if/where the control structure is located at pond outlet.
- If a structure is located, construct a maintenance road to access the control structure off of Selder Road. *
- Inspect and follow maintenance recommendations for control structure. Contact WCPW with questions.
- Locate and mark inlet pipes. Continue mowing the field to maintain access for pipe inspections.
- Keep area around outlet pipes clear of sediment and debris.
- Monitor pond for sediment accumulation. Accumulated sediment that exceeds 10% of the designed pond depth or affects inletting or outletting condition of the facility. If removal is needed, refer to Attachment 5 for soil sampling, screening and disposal guidelines.

*Construction of an access road will require permitting through Whatcom County Planning & Development Services (PDS). Permits can be obtained by contacting PDS. The Private Stormwater System pilot program may be able to assist with the permit applications and cost.

Other issues identified:

Road Culvert at Birch Point Road

It was reported to Whatcom County Public Works that the HOA would like to install a culvert along Birch Point Road under Bay Ridge Drive. The flooding issue at the entrance to Bay Ridge Estates is identified in the Birch Bay Watershed & Aquatic Resources Management (BBWARM) district's Subwatershed Master Plan for this area. The subwatershed master plan was developed to identify and rank stormwater problems in the Birch Bay area. It is recommended that the HOA draft a formal request for the culvert installation to the BBWARM advisory group so that the project may be added to a future small works project list. Contact WCPW staff for more information.



General Recommendations for Protecting Your Stormwater System

Things you can do in your community to reduce impacts to your facility:

- Clean storm drains of leaves and debris.
- Request street sweeping when dirt builds up.
- Request cleaning of publicly-owned catch basins if sump appears full.
- Report runoff from construction sites to Planning & Development Services.
- Keep soil and bark piles from washing into storm drains.
- Encourage careful use of fertilizers.
- Encourage commercial car washing instead of washing on the street.
- Educate people about picking up and properly disposing of their pet waste.

Things you can do in your stormwater facilities:

- Observe and keep a record of seasonal pond conditions.
- Perform pre- and post-storm inspections of ponds, ditches, inlets and structures.
- Cut grass and clear brush in stormwater ponds and swales.
- Keep your trash racks clear, especially prior to significant rain events.
- Clear vegetation from inlets and outlets.
- Clean up garbage around your facility.
- Control access and unauthorized uses.
- Prevent dumping of yard waste or garbage.

Note: All stormwater facility evaluation and maintenance activities should be recorded and filed. Blank forms for recording future data are found in Attachment 3– Blank Inspection Form.



STORM INVENTORY MAP OVERVIEW



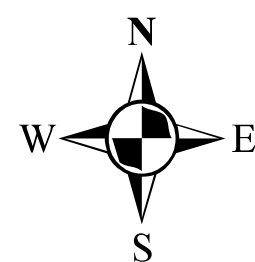
Legend

- Storm Mains
- Culvert
- Tax_Parcel
- Rivers and Streams
- County Road

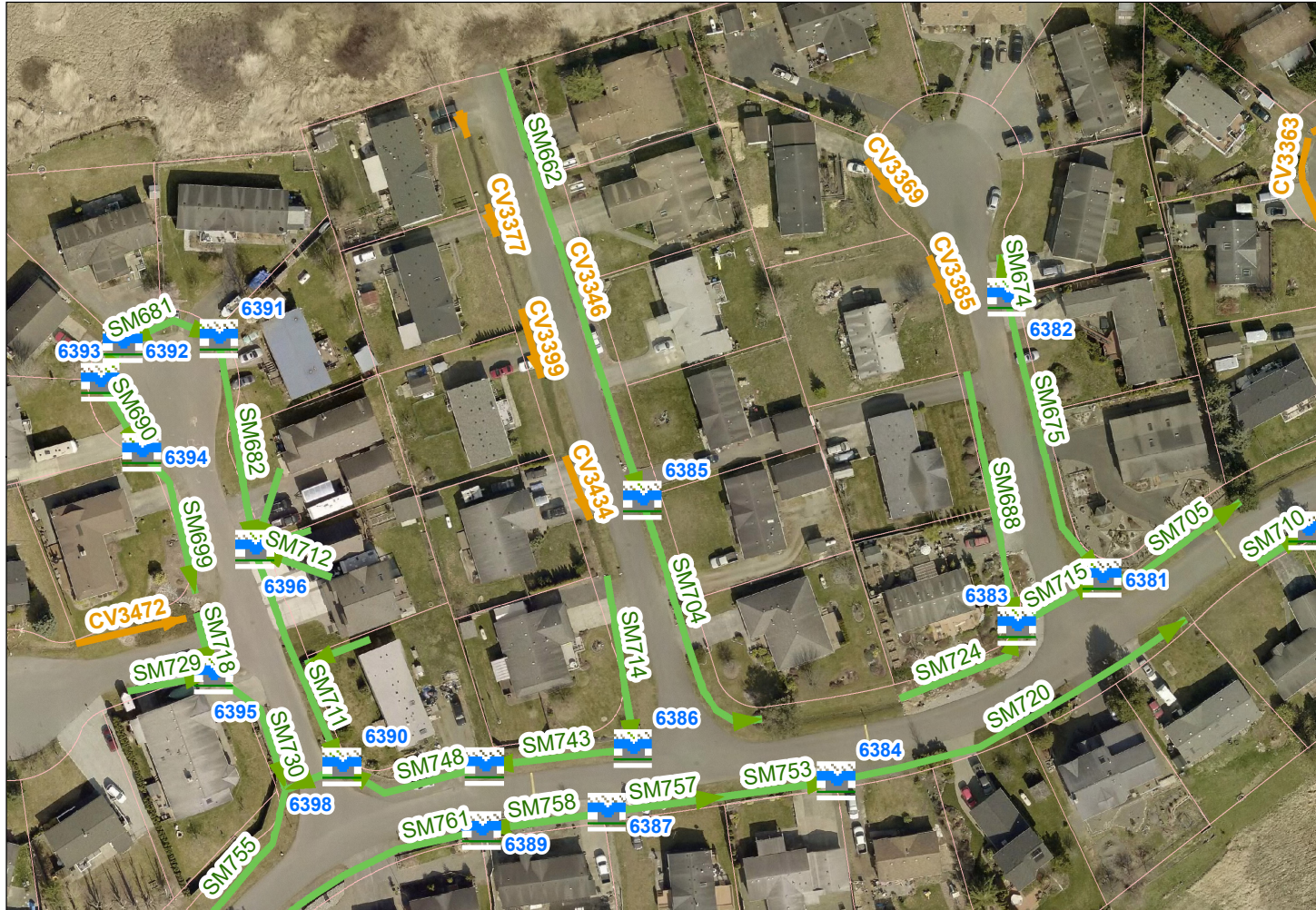
Inlet or CB

Inlet Type

- Type 1 CB (other)
- Type 2 CB

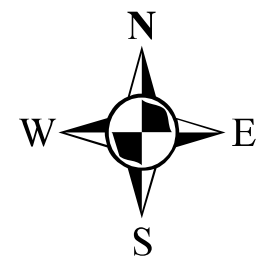


STORM INVENTORY MAP DETAIL



Legend

- Storm Mains
- Culvert
- Tax_Parcel
- Rivers and Streams
- Inlet or CB**
- Inlet Type**
- Type 1 CB (other)
- Type 2 CB
- COUNTY ROAD

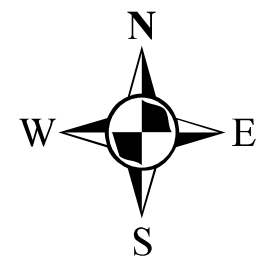


STORM INVENTORY MAP DETAIL



Legend

- Storm Mains
 - Culvert
 - Tax_Parcel
 - Rivers and Streams
- ### Inlet or CB
- #### Inlet Type
- Type 1 CB (other)
 - Type 2 CB
- COUNTY ROAD



STORM INVENTORY MAP DETAIL



Legend

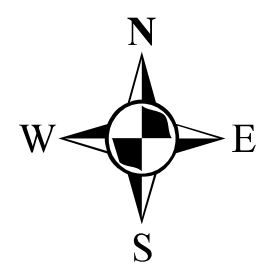
- Storm Mains
- Culvert
- Tax_Parcel
- Rivers and Streams

Inlet or CB

Inlet Type

- Type 1 CB (other)
- Type 2 CB

COUNTY ROAD



Attachment 2: Site Photos
Bay Ridge Estates



Fig. 1. Catch Basin 6504. All openings need to be grouted and sticks removed.

Attachment 2: Site Photos Bay Ridge Estates



Fig. 2. Catch basin 6505. All penetrations and openings need grout repair.



Fig. 3. Catch basin 6394. Homemade catch basin falling apart. Replacement is needed.

Attachment 2: Site Photos Bay Ridge Estates



Fig. 4. Catch basin 6392. Several catch basins have no grate or any type of access. These are a safety hazard and need to be repaired in order to perform catch basin inspections.

Attachment 2: Site Photos Bay Ridge Estates



Figures 5 & 6. Road culvert (CV# 3586) under East Shoreview, east of Bay Ridge Drive. Old corrugated metal pipe, shallow cover, with a rusting bottom and some sediment and debris accumulated. Replacement is needed.

Attachment 2: Site Photos Bay Ridge Estates



Figures 7 & 8. Catch basin 6381 at Bay Ridge Drive & Seabreeze Court. Catch basin is homemade from cinder blocks. The two corrugated metal pipes have fully rusted out bottoms. Storm main replacement is needed, and catch basin replacement is encouraged. The catch basin is functioning as is; however, over time the mortar at the cinder block seams will fail and require more maintenance in the future. Grouting of all joints and seams is needed.

Attachment 2: Site Photos Bay Ridge Estates



Fig. 9. Storm pipe running along Bay Ridge Drive. Major sediment build-up and jetting is needed.



Fig. 10. Catch basin 6376 at 5549 Bay Ridge Drive. The grate is covered with filter fabric. coordinate the home owner to establish an ongoing inspection schedule for CB.

Attachment 2: Site Photos Bay Ridge Estates



Figures 11 & 12. Here is an example of major settling at catch basin 6504. This is caused by cracks and voids in the catch basin allowing water to bring in sediment from the surrounding ground. Notice how the ground is now much lower than the rim. Water will now have to pool before it can enter the catch basin. Proper grouting of all joints and penetrations will prevent future damage.

Attachment 2: Site Photos Bay Ridge Estates



Figures 13 & 14. Catch basin 6371 at Bay Ridge Drive near the Selder Road entrance. This is a type 2 catch basin. The large cotton wood tree growing adjacent to the catch basin has some roots penetrating the structure and pipes. Some roots have dislodged the frame for the lid. Root removal needed. Grout repair over the roots holes in the structure needed. Identify the source of roots in the pipes, may need to replace some piping.

Attachment 3: Inspection Schedule & Checklist Bay Ridge Estates

Typical Inspection / Maintenance Schedule for Stormwater Systems

Activity	Schedule/Frequency
Inspect pond area for oil sheens or trash	Monthly
Inspect exterior of catch basins	Monthly and after storm events
Inspect pond area, sidewalls, and shoreline for erosion, settlement, or rodent damage	Quarterly
Inspect fences, gates and locks	Quarterly
Inspect bioswales for vegetation cover and bare areas	Quarterly
Inspect ditches, check dams, and all visible pipes and culverts for trash, obstructions and other problems	Quarterly and after storm events
Inspect inlets and outlets for trash, obstructions, and vegetation	Quarterly and after storm events
Inspect trash racks, debris barriers, and energy dissipaters	Quarterly and after storm events
Inspect water levels in the pond	After storm events
Inspect pond area for undesirable or poisonous vegetation and noxious weeds	Semi-annually, during growing season
Measure pond area sediment accumulation (pond bottom)	Annually
Inspect interior of catch basins for debris and sediment accumulation	Annually
Inspect spillway for erosion, shifting/slumping, vegetation overgrowth and ease of heavy equipment access	Annually
Inspect inside type 2 catch basins, including flow restrictor/orifice plate	Annually
Inspect access ramps for ease of heavy equipment access	Annually

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Inspector's Name and Date: Kyle Kulm, September 7, 2021			
Name and Address of Facility: Bay Ridge Estates			
General Observations: The catch basins(CB's) are generally in fair condition. Many CB's are homemade of non-standard materials. Several CB's have no access or grate. Some of the road culverts have rusted bottoms and/or significant sediment buildup. The pond is in generally good condition. The outlet pipe and CB location is unknown. Pond bottom clear of vegetation.			
Weather: Clear, sunny.			
	Checked? Y/N	Maintenance Needed?	Maintenance Completed/ Observations and Remarks
Type 1 catch basins			
Look for debris and sediment blocking catch basin grate. If found, remove.	Yes	Yes	Several CB's need cleared out
Inspect filter. Change if torn; clean if clogged; monitor for blockages.	NA	NA	NA
Look for sediment and trash in catch basin sump. Clean out if sediment fills 60% of the sump or comes within 6" of a pipe.	Yes	Yes	Several CB's need sediment removed.
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.	Yes	Yes	Several CB's need repair and/or replacement.
Type 2 catch basin near Selder Road			
Remove trash blocking grates or inlets; replace if broken.	Yes	No	None
Remove lid and check for sediment accumulation. Remove trash. Remove sediment if more than 1/3 full.	Yes	Yes	CB 6371 near Selder Road is 56% full, needs sediment removed.
Check integrity of ladder rungs, cleanout gate, and orifice plate. If bent or obstructed, take appropriate action.	Yes	No	None
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.	Yes	Yes	Significant root penetration. Remove roots and repair structure.
Check that the shear gate has a handle attached to it, and make sure it can be opened and closed.	NA	NA	NA

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Conveyances		Ditches	
Check for undercutting, scouring, and slumping. If found, repair or maintain.	Yes	No	None
Remove all trash and loose sediment. Remove sediment if it will impede water flow or clog downstream structures.	Yes	Yes	Some ditches appear to be restricting flow.
Maintain vegetation; mow or cut back if impedes water movement.	Yes	Yes	Open ditch @ 8349 Seawan Place needs Ivy cut back.
Repair check dams as necessary.	NA	NA	NA
Remove any dumped yard waste.	Yes	No	Ditches appeared clear of yard waste. Continue educating owners of proper yard waste management.
In ditches and swales, check for integrity of grass, check dams, inlets, and outlets. Remove shrubs and trees.	Yes	No	None
Conveyances		Storm sewer pipes / Culverts	
Remove all trash and large debris.	Yes	No	None
Check inlets for blockages. Clear any debris or garbage, keep vegetation mowed.	Yes	Yes	Several culvert inlets have sediment and vegetation blocking. Remove sediment and mow vegetation.
Check for accumulation of sediment. Remove if exceeds 20% of pipe diameter.	Yes	No	Several culverts have 1-inch+ of sediment or 8-15%. Will need cleaned soon.
Check for damaged joints, dents or rust. Repair or replace accordingly.	Yes	Yes	Several culverts and storm sewer pipes have bottoms rusted through. Replacement needed.
Components of the pond			
Inlets and outlets: remove vegetation and debris. Fix erosion and scouring. Fix cause of sediment found below outlet.	Yes	Yes	Only located one inlet. Locate and clear west inlet. Locate and clear outlet @ east end of pond. Keep outlet clear of sediment.
Remove vegetation and debris from trash rack.	NA	NA	NA
Add rock to energy dissipater if missing.	NA	NA	NA
If necessary, repair rock on spillway. Remove trees, shrubs, and vegetation over 4". If piping or erosion is visible, consult engineer.	Yes	Yes	Locate and clear spillway.

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Pond			
Check for slumping or sloughing of walls. If over 4" of slumping, consult with an engineer. Fix any erosion or scouring. If leaks, piping, or soft spots are found, consult with an engineer.	Yes	No	None
If liner visible on bottom, check for holes or replace.	NA	NA	NA
Clean any oil sheen from water with oil-absorbent pads or vactor truck.	Yes	No	None
Check sediment depth near inlet. If more than one foot exists, or there is build up near inlet, the pond needs to be cleaned.	Yes	Yes	Sediment is up to the bottom of inlet pipe. Keep a path cleared for water flow. Locate west inlet and evaluate sediment depth. Clean accordingly.
Vegetation Management			
On the pond walls/side slopes, mow grass to 4 –9". Remove clippings. Reseed bare areas.	Yes	Yes	The large field north of the pond has been kept mowed. Continue the mowing up to pond edge.
On pond surface, emergent vegetation over 50% of the area indicates sediment removal needed.	Yes	No	None
On pond bottom, remove tree seedlings.	Yes	No	None
Around the pond, remove trees and shrubs that shade sidewall grass or that might have problem roots near pipes and structures.	Yes	Yes	Trees and shrubs are growing on the eastern berm blocking access to pond outfall. Remove and inspect outfall.
Remove invasive and poisonous plants.	Yes	Yes	Blackberry growth along southern edge of pond.
Remove algae if over 10% of surface.	Yes	No	None
Access and Safety			
Check integrity of access ramp; ensure stable and clear for heavy equipment.	Yes	NA	Could not access, overgrown with blackberries.
Check integrity and operation of all fences, gates, and locks. Repair as needed for ease of access.	Yes	No	No fencing.
Remove rodents and insects if evidence found.	Yes	No	None
Remove vegetation on fences.	NA	NA	NA

Attachment 3: Inspection Schedule & Checklist Bay Ridge Estates

Typical Inspection / Maintenance Schedule for Stormwater Systems

Activity	Schedule/Frequency
Inspect pond area for oil sheens or trash	Monthly
Inspect exterior of catch basins	Monthly and after storm events
Inspect pond area, sidewalls, and shoreline for erosion, settlement, or rodent damage	Quarterly
Inspect fences, gates and locks	Quarterly
Inspect bioswales for vegetation cover and bare areas	Quarterly
Inspect ditches, check dams, and all visible pipes and culverts for trash, obstructions and other problems	Quarterly and after storm events
Inspect inlets and outlets for trash, obstructions, and vegetation	Quarterly and after storm events
Inspect trash racks, debris barriers, and energy dissipaters	Quarterly and after storm events
Inspect water levels in the pond	After storm events
Inspect pond area for undesirable or poisonous vegetation and noxious weeds	Semi-annually, during growing season
Measure pond area sediment accumulation (pond bottom)	Annually
Inspect interior of catch basins for debris and sediment accumulation	Annually
Inspect spillway for erosion, shifting/slumping, vegetation overgrowth and ease of heavy equipment access	Annually
Inspect inside type 2 catch basins, including flow restrictor/orifice plate	Annually
Inspect access ramps for ease of heavy equipment access	Annually

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Inspector's Name and Date:			
Name and Address of Facility:			
General Observations:			
Weather:			
	Checked? Y/N	Maintenance Needed?	Maintenance Completed/ Observations and Remarks
Type 1 catch basins			
Look for debris and sediment blocking catch basin grate. If found, remove.			
Inspect filter. Change if torn; clean if clogged; monitor for blockages.			
Look for sediment and trash in catch basin sump. Clean out if sediment fills 60% of the sump or comes within 6" of a pipe.			
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.			
Type 2 catch basins			
Remove trash blocking grates or inlets; replace if broken.			
Remove lid and check for sediment accumulation. Remove trash. Remove sediment if more than 1/3 full.			
Check integrity of ladder rungs, cleanout gate, and orifice plate. If bent or obstructed, take appropriate action.			
Look for damage or cracks to frame, grate, basin walls or bottom. If found, repair or replace.			
Check that the shear gate has a handle attached to it, and make sure it can be opened and closed.			

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Conveyances		Ditches	
Check for undercutting, scouring, and slumping. If found, repair or maintain.			
Remove all trash and loose sediment. Remove sediment if it will impede water flow or clog downstream structures.			
Maintain vegetation; mow or cut back if impedes water movement.			
Repair check dams as necessary.			
Remove any dumped yard waste.			
In ditches and swales, check for integrity of grass, check dams, inlets, and outlets. Remove shrubs and trees.			
Components of the pond		Storm sewer pipes / Culverts	
Remove all trash and large debris.			
Check inlets for blockages. Clear any debris or garbage, keep vegetation mowed.			
Check for accumulation of sediment. Remove if exceeds 20% of pipe diameter.			
Check for damaged joints, dents or rust. Repair or replace accordingly.			
Pond			
Check for slumping or sloughing of walls. If over 4" of slumping, consult with an engineer. Fix any erosion or scouring. If leaks, piping, or soft spots are found, consult with an engineer.			
If liner visible on bottom, check for holes or replace.			
Clean any oil sheen from water with oil-absorbent pads or vactor truck.			
Check sediment depth near inlet. If more than one foot exists, or there is build up near inlet, the pond needs to be cleaned.			

Attachment 3: Inspection Schedule & Checklist

Bay Ridge Estates

Vegetation Management			
On the pond walls/side slopes, mow grass to 4 –9". Remove clippings. Reseed bare areas.			
On pond surface, emergent vegetation over 50% of the area indicates sediment removal needed.			
On pond bottom, remove tree seedlings.			
Around the pond, remove trees and shrubs that shade sidewall grass or that might have problem roots near pipes and structures.			
Remove invasive and poisonous plants.			
Remove algae if over 10% of surface.			
Access and Safety			
Check integrity of access ramp; ensure stable and clear for heavy equipment.			
Check integrity and operation of all fences, gates, and locks. Repair as needed for ease of access.			
Remove rodents and insects if evidence found.			
Remove vegetation on fences.			

Bay Ridge Estates storm main / culvert maintenance form

Storm Main #	Material	Inspection Date	Maintenance Needed.	Notes
SM785				
SM786				
SM787				
SM788				
SM789				
SM790				
SM782				
SM783				
SM777				
SM778				
SM781				
SM780				
SM755				
SM730				
SM718				
SM699				
SM690				
SM686				

Bay Ridge Estates storm main / culvert maintenance form

SM681				
SM680				
SM682				
SM711				
SM749				
SM748				
SM743				
SM714				
SM662				
SM704				
SM724				
SM688				
SM674				
SM675				
SM705				
SM761				
SM758				
SM757				
SM753				

Bay Ridge Estates storm main / culvert maintenance form

SM720				
SM710				
SM702				
SM695				
SM676				
SM694				
SM697				
SM701				
SM703				
SM707				
SM727				
SM706				
SM731				
SM732				
SM734				
SM738				
SM740				

Bay Ridge Estates storm main / culvert maintenance form

Culvert #	Material	Inspection Date	Maintenance Needed	Notes
CV3596				
CV3586				
CV3572				
CV3571				
CV3570				
CV3575				
CV3544				
CV3494				
CV3479				
CV3472				
CV3357				
CV3377				
CV3434				
CV3369				
CV3385				
CV3359				
CV3363				
CV3358				

Bay Ridge Estates storm main / culvert maintenance form

CV3451				
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8871-P

1241877

02176

BAY RIDGE ESTATES

THE S.1/2, NW.1/4, SEC. 23, TWP. 40 N., RGE. 1 W., W. M.
WHATCOM COUNTY, WASHINGTON

ENGINEER'S APPROVAL

Examined and approved by the Whatcom County Engineering Department this 4th day of

FEBRUARY, 1977.
Edwin R. Hansen
Engineer, Whatcom County, Washington

HEALTH DEPARTMENT CERTIFICATE

Examined and approved by the Whatcom County District Department of Public Health this 7th day of February, 1977.

Bob C. Brannard
Environmental Health Director
Whatcom County, Washington

PLANNING COMMISSION APPROVAL

Examined and approved by the Whatcom County Planning Department this 7 day of Feb., 1977.

Arthur Osgood
Chairman, Whatcom County Planning Commission

COMMISSIONERS' APPROVAL

Approved by order of the Board of County Commissioners of Whatcom County, this 7th day of February, 1977.

Attest: Carol Eberson Clerk of the Board
C. Johnson Chairman, Board of Whatcom County Commissioners

TREASURER'S CERTIFICATE

I, HUGH CORY, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the real estate embraced within this plat of Bay Ridge Estates, and all delinquent assessments have been fully paid as shown in the records of my office this 8th day of February, 1977.

C. J. Bauer, Deputy
Treasurer, Whatcom County, Washington

AUDITOR'S CERTIFICATE

State of Washington)
County of Whatcom)ss

I hereby certify that this plat was filed for record in the office of the Auditor of Whatcom County, Washington at the request of Ray Weden, on this 8 day of February, 1977, at 38 minutes past 3 o'clock, P. m., and that it is recorded in Book 14 of Plats, on Page 12-14-75 of the records of Whatcom County.

Edwin Hansen by Lain Larson, dep.
Auditor, Whatcom County, Washington

Restriction of Covenants serial 321 Page 620 2/8/77

EASEMENT PROVISION

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY and CONTINENTAL TELEPHONE CO. OF THE NORTHWEST, INC., and their respective successors and assigns under and upon the exterior seven feet parallel and adjacent to the street frontage of all lots in which to install, lay, construct, renew, operate and maintain underground conduits, cable and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property, with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

Also, all lots shall be subject to an easement 5 feet in width, parallel with and adjacent to all interior lot lines and 10 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities, drainage, and walkway.

DEDICATION AND DECLARATION

Know all men by these presents, that we the undersigned owners and mortgagees hereby declare this plat in accordance with grant of rights and subject to reservations, restrictions and covenants set forth in that certain document dated the 8th day of FEBRUARY, entitled "Declaration of Rights, Reservations and Covenants of Bay Ridge Estates", and recorded under Auditor's File Number 1241876, records of Whatcom County, Washington. All roads, recreation and access areas shown hereon are hereby reserved for common use in accordance with the provisions of said "Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates". In the event that county acceptance and maintenance of said roads is requested in the future, roads shall meet the requirements as outlined in commissioners resolution dated October 4, 1971.

C. J. Smith
WOLSTENCROFT INVESTMENTS, LTD.

Karl Shatko
K. E. HOLDINGS, LTD.

ACKNOWLEDGEMENT

State of Washington)ss
County of Whatcom)

This is to certify that on this 21 day of January, A.D., 1977, before me, the undersigned, a Notary Public in and for the State of Washington personally appeared C. J. Smith and Karl Shatko Bay Ridge, Partnership - Joint Venture, to me known to be the individuals described in and who executed the foregoing instrument and that they are duly authorized to sign for said partnership, also described and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Allen D. DeBride
Notary Public in and for the State of Washington, residing at Yndale, Washington.



ACKNOWLEDGEMENT

State of Washington)
County of Whatcom)ss

This is to certify that on this ___ day of _____, A.D., 1976, before me, the undersigned a Notary Public in and for the State of Washington personally appeared

Bay Ridge, Partnership - Joint Venture, to me known to be the individuals described in and who executed the foregoing instrument and that they are duly authorized to sign for said partnership, also described and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

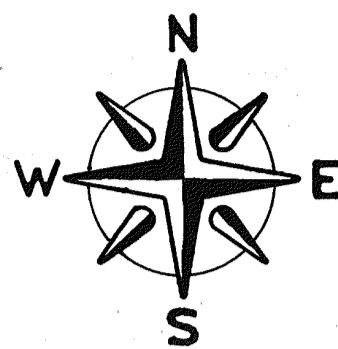
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at _____.



BAY RIDGE ESTATES

THE S.1/2, NW.1/4, SEC. 23, TWP. 40N., RGE. 1W., W. M.
WHATCOM COUNTY, WASHINGTON

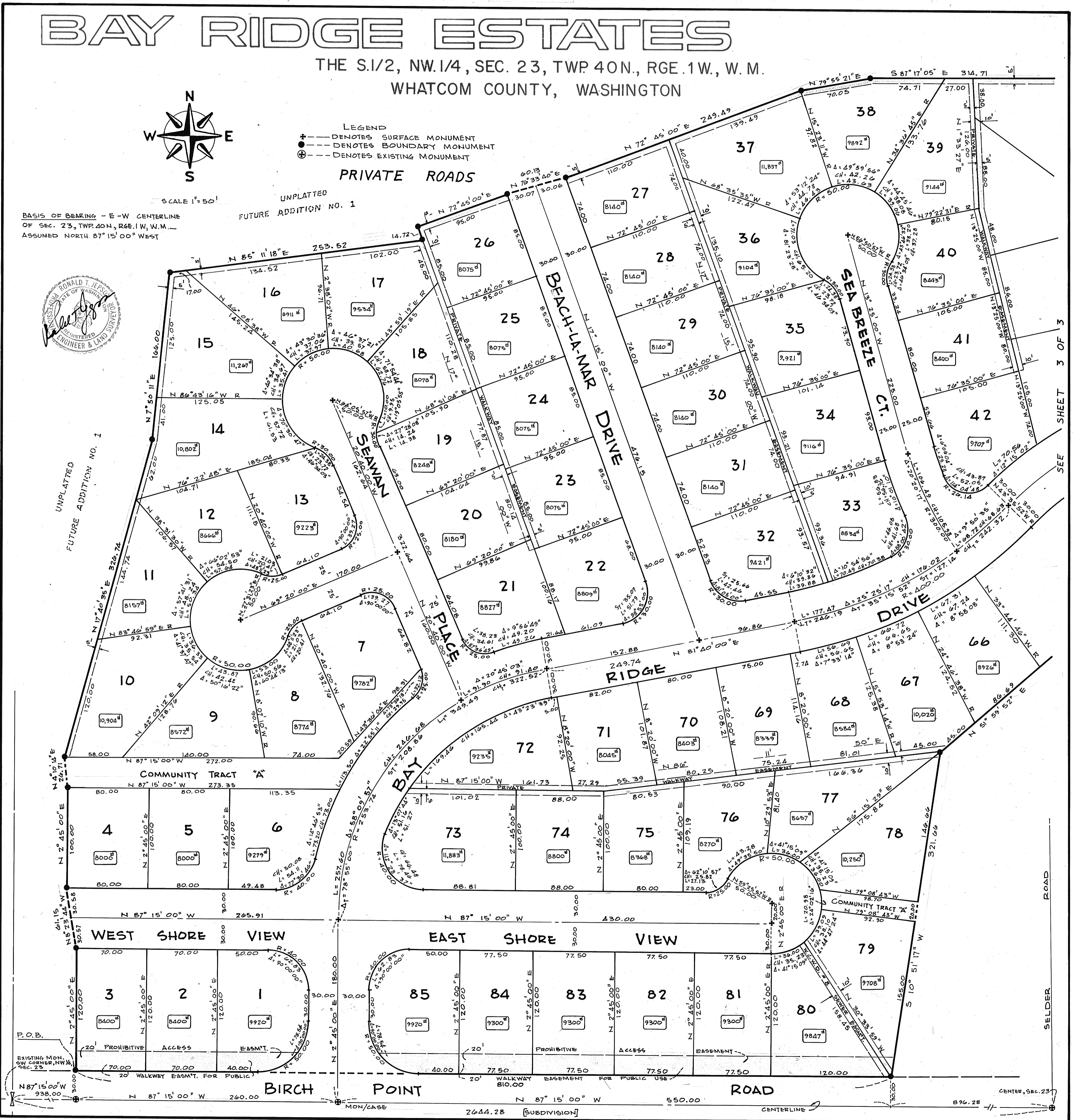
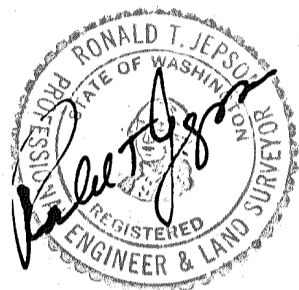


- LEGEND
- DENOTES SURFACE MONUMENT
 - DENOTES BOUNDARY MONUMENT
 - ⊕ DENOTES EXISTING MONUMENT

PRIVATE ROADS

UNPLATTED
FUTURE ADDITION NO. 1

BASIS OF BEARING - E-W CENTERLINE
OF SEC. 23, TWP. 40N., RGE. 1W., W. M. -
ASSUMED NORTH 87° 15' 00" WEST



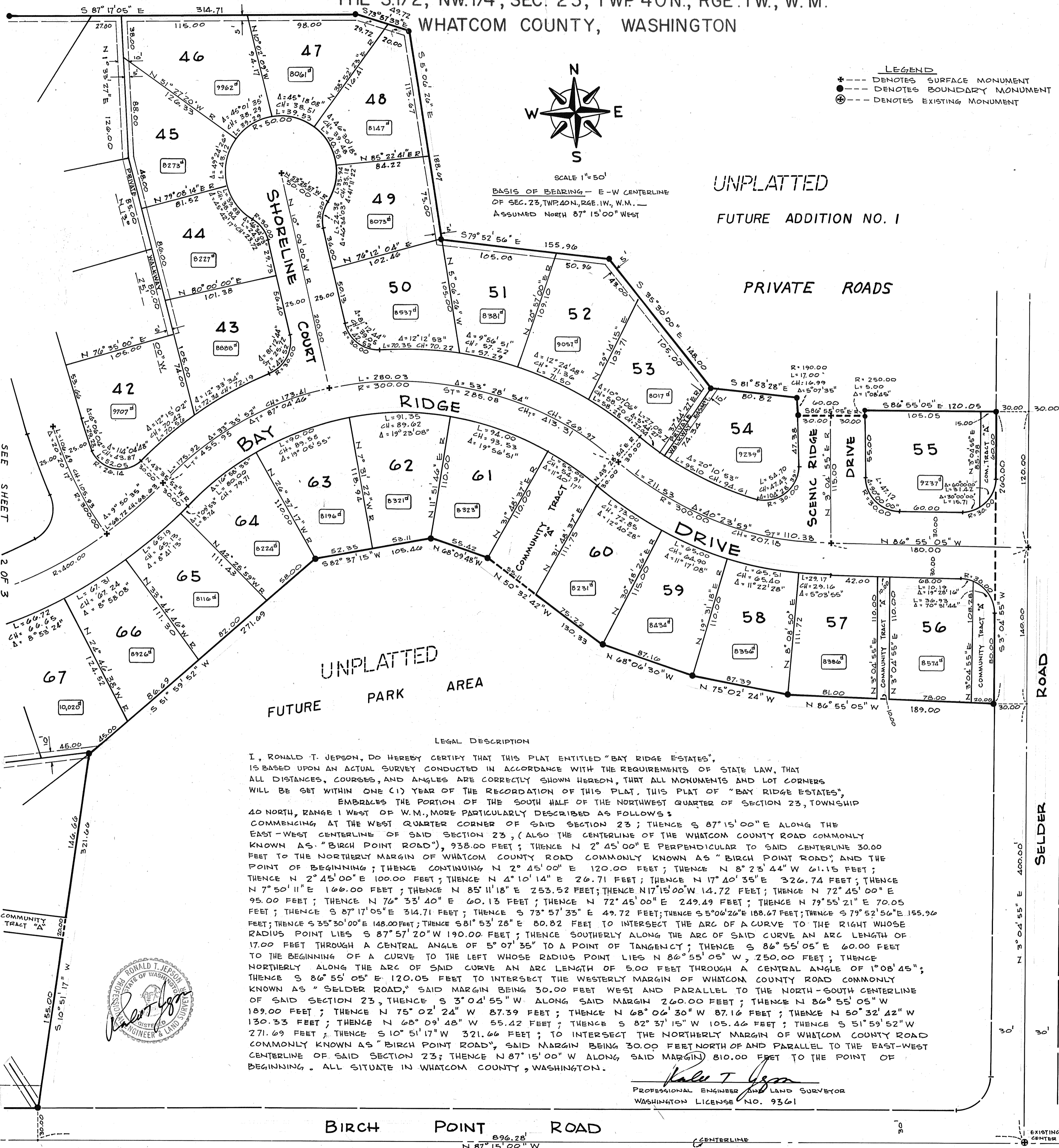
SEE SHEET 3 OF 3

SELDER ROAD

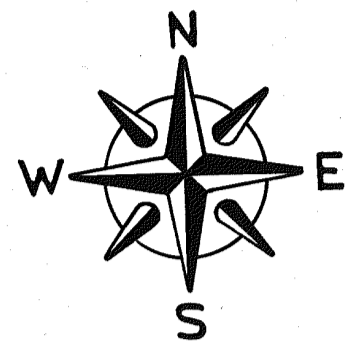
NUMBER OF LOTS SHOWN, THIS SHEET... 62.
THE LOT NUMBERS ARE... 1 TO 42, 66 TO 85 INCLUSIVE.
OUT OF 85 LOTS TOTAL, FOR
BAY RIDGE ESTATES

BAY RIDGE ESTATES

THE S.1/2, NW.1/4, SEC. 23, TWP. 40N., RGE. 1W., W. M.
WHATCOM COUNTY, WASHINGTON



LEGEND
 *--- DENOTES SURFACE MONUMENT
 ●--- DENOTES BOUNDARY MONUMENT
 ⊕--- DENOTES EXISTING MONUMENT



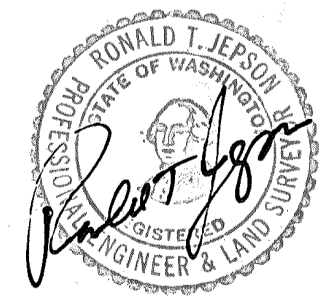
SCALE 1"=50'
 BASIS OF BEARING:— E-W CENTERLINE
 OF SEC. 23, TWP. 40N., RGE. 1W., W.M.—
 ASSUMED NORTH 87° 15' 00" WEST

UNPLATTED
 FUTURE ADDITION NO. 1

LEGAL DESCRIPTION

I, RONALD T. JEPSON, DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BAY RIDGE ESTATES", IS BASED UPON AN ACTUAL SURVEY CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW, THAT ALL DISTANCES, COURSES, AND ANGLES ARE CORRECTLY SHOWN HEREON, THAT ALL MONUMENTS AND LOT CORNERS WILL BE SET WITHIN ONE (1) YEAR OF THE RECORDATION OF THIS PLAT. THIS PLAT OF "BAY RIDGE ESTATES", EMBRACES THE PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 1 WEST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE S 87° 15' 00" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 23, (ALSO THE CENTERLINE OF THE WHATCOM COUNTY ROAD COMMONLY KNOWN AS "BIRCH POINT ROAD"), 938.00 FEET; THENCE N 2° 45' 00" E PERPENDICULAR TO SAID CENTERLINE 30.00 FEET TO THE NORTHERLY MARGIN OF WHATCOM COUNTY ROAD COMMONLY KNOWN AS "BIRCH POINT ROAD"; AND THE POINT OF BEGINNING; THENCE CONTINUING N 2° 45' 00" E 120.00 FEET; THENCE N 8° 23' 44" W 61.15 FEET; THENCE N 2° 45' 00" E 100.00 FEET; THENCE N 4° 10' 14" E 26.71 FEET; THENCE N 17° 40' 35" E 326.74 FEET; THENCE N 7° 50' 11" E 106.00 FEET; THENCE N 85° 11' 18" E 253.52 FEET; THENCE N 17° 15' 00" W 14.72 FEET; THENCE N 72° 45' 00" E 95.00 FEET; THENCE N 76° 33' 40" E 60.13 FEET; THENCE N 72° 45' 00" E 249.49 FEET; THENCE N 79° 55' 21" E 70.05 FEET; THENCE S 87° 17' 05" E 314.71 FEET; THENCE S 73° 57' 33" E 49.72 FEET; THENCE S 5° 00' 26" E 188.67 FEET; THENCE S 79° 52' 56" E 155.96 FEET; THENCE S 35° 30' 00" E 148.00 FEET; THENCE S 81° 53' 28" E 80.82 FEET TO INTERSECT THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 87° 57' 20" W 190.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.00 FEET THROUGH A CENTRAL ANGLE OF 5° 07' 35" TO A POINT OF TANGENCY; THENCE S 86° 55' 05" E 60.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 86° 55' 05" W, 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 5.00 FEET THROUGH A CENTRAL ANGLE OF 1° 08' 45"; THENCE S 86° 55' 05" E 120.05 FEET TO INTERSECT THE WESTERLY MARGIN OF WHATCOM COUNTY ROAD COMMONLY KNOWN AS "SELDER ROAD", SAID MARGIN BEING 30.00 FEET WEST AND PARALLEL TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, THENCE S 3° 04' 55" W ALONG SAID MARGIN 260.00 FEET; THENCE N 86° 55' 05" W 189.00 FEET; THENCE N 75° 02' 24" W 87.39 FEET; THENCE N 68° 06' 30" W 87.16 FEET; THENCE N 50° 32' 42" W 130.33 FEET; THENCE N 68° 09' 48" W 55.42 FEET; THENCE S 82° 37' 15" W 105.46 FEET; THENCE S 51° 59' 52" W 271.69 FEET; THENCE S 10° 51' 17" W 321.66 FEET; TO INTERSECT THE NORTHERLY MARGIN OF WHATCOM COUNTY ROAD COMMONLY KNOWN AS "BIRCH POINT ROAD", SAID MARGIN BEING 30.00 FEET NORTH OF AND PARALLEL TO THE EAST-WEST CENTERLINE OF SAID SECTION 23; THENCE N 87° 15' 00" W ALONG SAID MARGIN 810.00 FEET TO THE POINT OF BEGINNING. ALL SITUATE IN WHATCOM COUNTY, WASHINGTON.



Ronald T. Jepson
 PROFESSIONAL ENGINEER AND LAND SURVEYOR
 WASHINGTON LICENSE NO. 9361

BIRCH POINT ROAD
 896.28'
 N 87° 15' 00" W

EXISTING MONUMENT
 CENTER SEC. 23, TWP. 40N., R. 1W.

FILED
SEP - 6 1989

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION
OF
BAY RIDGE COMMUNITY CLUB

WE, the undersigned, JAMES TUTTON, G. RICHARD WATERFALL, and WILFERD DRIEDGER, being of legal age, acting as the Incorporators of the corporation above named under the provisions of the Washington Nonprofit Corporation Act (Revised Code of Washington, Chapter 24.03), adopt the following Articles of Incorporation for such corporation:

ARTICLE I. -- NAME

The name of the corporation shall be "BAY RIDGE COMMUNITY CLUB".

ARTICLE II. -- DURATION

The period of duration of this corporation shall be perpetual.

ARTICLE III. -- PURPOSE

The purposes of this corporation, and the objects for which it is organized, are as follows:

1. To form an association of individuals for the purpose of ownership and maintenance of common facilities and recreational areas in Bay Ridge Estates, said facilities to be furnished to bona fide members of the nonprofit corporation. Articles of Incorporation of BAY RIDGE COMMUNITY CLUB were previously filed on September 10, 1976, File No. D-259771, for the purpose ownership and maintenance of common facilities and recreational areas in Bay Ridge Estates. BAY RIDGE COMMUNITY CLUB lost its corporate status and the further purpose of these

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File No: 900821127

Articles of Incorporation is to reinstate the corporate status of the BAY RIDGE COMMUNITY CLUB.

2. To acquire both real and personal property in Whatcom County, Washington, and to carry out the aims and goals of the association, in accordance with the Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates.

3. To acquire by purchase or otherwise, and to own, hold and use, enjoy, develop, manage and improve, cultivate, maintain, operate, repair and general deal in all kinds of real and personal property that is incidental to the general purposes of this association. ←

4. To manage, operate and engage in any and all kinds of lawful business activities incidental to the general purposes of this association in accordance with the Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates; and to make and enter into contracts, agreements and leases of any kind, nature or description that are also incidental to the general purposes of this association.

5. To issue bonds, notes, mortgages or other evidence of indebtedness and to secure the same at the option of the Trustees of the corporation, by mortgage or pledge of any property owned by the corporation, that are incidental to the general purposes of this association.

6. To do each and every thing necessary, suitable or proper for the accomplishment of any purpose or purposes contained herein, or which shall at any time appear conducive to or expedient for the preservation or advantage of this corporation.

ARTICLE IV. -- STOCK

There shall be no capital stock issued in this corporation, but rather each member shall hold a certificate of membership. The number of members and the manner of determining membership qualifications and rights of members shall be determined by the Bylaws.

ARTICLE V. -- REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation shall be P.O. Box 1126, 2084 Alder Street, Ferndale, Washington 98248. The name of the initial registered agent of the corporation at such address shall be RICHARD J. LANGABEER.

ARTICLE VI. -- TRUSTEES

The number of Trustees constituting the initial Board of Trustees of the corporation shall be three (3) Trustees. The number, qualifications, term of office, manner of election, time and place of meeting and the powers and duties of the Trustees shall be such as prescribed by the Bylaws of the corporation.

The names and addresses of the persons who are to serve as the initial Trustees of the corporation are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
JAMES TUTTON	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2
G. RICHARD WATERFALL	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2
WILFERD DRIEDGER	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2

ARTICLE VII. -- DISSOLUTION

In the event of dissolution of the corporation, the

net assets are to be distributed and shared equally by all bona fide members who own a certificate of membership.

ARTICLE VIII. -- INCORPORATORS


The names and addresses of the incorporators of this corporation are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
JAMES TUTTON	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2
G. RICHARD WATERFALL	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2
WILFERD DRIEDGER	999 W. Hastings, Suite 222 Vancouver, B.C. V6C 2W2

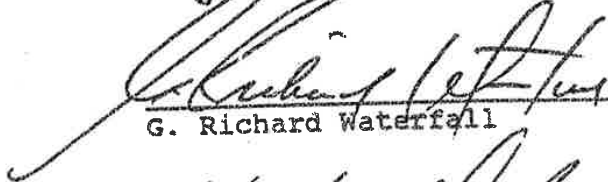
ARTICLE IX. -- BYLAWS

The Trustees of this association are empowered to adopt Bylaws pursuant to the Revised Code of Washington, Chapter 24.03.070.

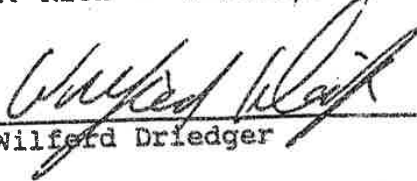
IN WITNESS WHEREOF, the said Incorporators have hereunto set their hands and seals, in triplicate, this 5th day of September, 1989.



James Tutton



G. Richard Waterfall



Wilferd Driedger

AGREEMENT ASSIGNING AND GRANTING
RIGHTS AND RESERVATIONS IN REAL PROPERTY

THIS AGREEMENT is entered into this 15th day of March, 1990, by and between K.E. HOLDINGS, LTD., a Canadian corporation, and WOLSTENCROFT INVESTMENTS, LTD., a Canadian corporation, hereinafter collectively referred to as "Seller", and MAYFLOWER EQUITIES, INC., a Washington corporation, hereinafter referred to as "Buyer".

This Agreement is made with reference to the following facts:

A. The Seller and the Buyer have entered into a Purchase and Sale Agreement wherein the Buyer agrees to purchase and the Seller agrees to sell the following-described real property situated in Whatcom County, Washington:

That portion of the following described property lying North and West of the Plat of Bay Ridge Estates: The South half of the Northwest Quarter of Section 23, Township 40 North, Range 1 West of W.M., except roads as deeded to Whatcom County by deeds recorded under Auditor's File Nos. 138580, 138582, 889643, and 889644, and except Bay Ridge Estates as per the map thereof, recorded in Volume 14 of Plats, pages 13, 14 and 15, records of Whatcom County, Washington.

B. The above-described property is contiguous and adjacent to the subdivision of Bay Ridge Estates filed for record in the office of the Auditor of Whatcom County, Washington, on the 8th day of February, 1977, under Auditor's File No. 1241877 and recorded in Book 14 of Plats, Page 13-14-15, records of Whatcom County.

C. The Seller herein were the developers and owners of the Plat of Bay Ridge Estates (hereinafter referred to as "Bay Ridge Estates"), and are the "owners" named in the Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates (hereinafter referred to as "Declaration") as filed with the Plat of Bay Ridge Estates under Whatcom County Auditor's File No. 1241876, a copy of which is attached hereto as Exhibit "A".

D. An approximately 8.3 acre parcel of property situated Southerly and Westerly of Bay Ridge Estates and adjacent thereto, designated as the "unplatted future park area" on the face of the plat map was deeded by K. E. HOLDINGS, LTD. to the BAY RIDGE COMMUNITY CLUB ASSOCIATION for future

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File No: 980821127

ENCLOSURE TOLL

TEL NO: 200-384-5535

TRAI 2150 1173 NO. 001 1100

park and recreational area, which deed as recorded on February 8, 1977, under Whatcom County Auditor's File No. 1241873, is attached hereto as Exhibit "B".

E. The Seller in accordance with Paragraph 11 of the Declaration attached hereto as Exhibit "A" has control of the Bay Ridge Community Club until such time as ninety percent (90%) of the lots, tracts and parcels within the existing platted portion of Bay Ridge Estates and the adjacent, contiguous property described in Paragraph A herein are sold to purchasers. A copy of the Articles of Incorporation of Bay Ridge Community Club is attached hereto as Exhibit "C".

F. The Seller is desirous of assigning all of their rights and reservations pertaining to Bay Ridge Estates and their rights and reservations as to any unplatted community tract adjacent to Bay Ridge Estates.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in consideration of the purchase price to be paid by the Buyer to the Seller for the property described in Paragraph A above, the parties hereto agree as follows:

1. Grant of Right of Use and Easement. The Seller hereby grants a right of use and access, ingress and egress on, under, over and across all roads, ways, walkways, paths, common areas, easements, community tracts as shown on the face of the Plat of Bay Ridge Estates, or any reserved areas outside of the Plat of Bay Ridge Estates to the Buyer herein.

2. Assignment of Reserved Rights. The Seller as "owners" in the Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates attached hereto as Exhibit "A", does hereby transfer, assign and convey all rights, interest and reservations arising out of the Plat of Bay Ridge Estates or the Declaration as attached hereto as Exhibit "A", including but not limited to the following:

(a) the reservation of the owners for ingress and egress over and across the roads, ways and walkways and the perpetual right to use the same, which right may not be restricted or impaired by the Bay Ridge Community Club as provided in Paragraph 3 of Exhibit "A"; and

(b) the reservation of the right of travel and perpetual use of the roads, ways, and walkways and ingress and egress over the same that may not be impaired, terminated or restricted by the Community Club or its successor as provided in Paragraph 4 of Exhibit "A".

3. Assignment of Interest in Unplatted Park Area. The Seller does hereby transfer, convey and assign all of its

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File No: 900821127

interest and reserved rights in that certain unplatted "park" area conveyed by the Seller to the Bay Ridge Community Club by way of that Quit Claim Deed dated February 8, 1977, and recorded under Whatcom County Auditor's File No. 1241873, a copy of said Quit Claim Deed is attached hereto as Exhibit "B" and by this reference incorporated herein. The assignment of rights and reserved rights by the Seller to the Buyer shall include but is not limited to the right to further burden the unplatted park area described in Exhibit "B" attached hereto by the use and enjoyment of the owners of any lot or parcel in the contiguous and adjacent portion of property acquired by the Buyer subject to any additional development of the park area that may be required by Whatcom County to be constructed on or about the property described in Exhibit "B" attached hereto.

4. Non-liability of Buyer. This grant of right of use and assignment of reserved rights is not an assignment by the Seller to the Buyer of any of the Seller's obligations arising out of the development and sale of lots in Bay Ridge Estates. Further, this grant of right of use and assignment of reserved rights shall not be construed as an assumption on the part of the Buyer of any prior or existing obligations that the Seller may have arising out of the development and sale of lots at Bay Ridge Estates. The Seller does hereby hold harmless and agree to indemnify the Buyer as to any claims or actions against the Buyer arising out of the Seller's development and sale of lots at Bay Ridge Estates that would otherwise be maintained against the Seller except for this Agreement.

5. Completion of Club Facilities. It is understood and agreed that Whatcom County, in the preliminary plat approval, required installation of a swimming pool, club house and two (2) tennis court facilities in the preliminary plat. The Seller was not required to construct these facilities, namely, the swimming pool and club house, until such time as 126 lots or 50% of the entire subdivision was given final plat approval. The OILSR Statement of Record, File No. 0-04886-56-184, contained a synopsis of the proposed plans for the swimming pool, club house and two (2) tennis courts, including a description of the facilities and type of materials to be used. The Seller herein installed the two (2) tennis courts with the initial phase of Bay Ridge Estates. It is further understood and agreed that the Buyer assumes responsibility for the construction and installation of the swimming pool and club house referred to herein upon development of the adjacent property as may be required by Whatcom County.

6. Assignment of Control of Bay Ridge Community Club. The Seller does hereby designate the Buyer as the person or party to appoint the trustees of the Bay Ridge Community Club

until such time as ninety percent (90%) of all of the lots, tracts or parcels of Bay Ridge Estates as presently platted in the first phase of development or as may hereafter be platted by the Buyer on the parcel of property described in Paragraph A herein are sold. The Seller hereby assigns to the Buyer the right to control the Architectural Committee and the Maintenance Committee and the control of the Bay Ridge Community Club until such time as the control is to be turned over to the members or purchasers of lots as provided in Paragraph 11 of the Declaration and the Bylaws of the Bay Ridge Community Club. At such time after closing as the Buyer shall notify the Seller in writing that the Buyer is desirous of assuming control of the community association, the Seller or the members of the Board of Trustees of Bay Ridge Community Club that are acting by and through the Seller agree to appoint in their place the Trustees selected by the Buyer and each of the present Trustees agree to thereupon withdraw from the Board. The Seller hereby agrees that the Buyer upon assuming control as provided herein shall not be liable or responsible for any claim or action commenced against the Bay Ridge Community Club by any member or owner of any lot or lots within Phase I of Bay Ridge Estates for any action or non-action on the part of the Seller or Bay Ridge Community Club arising prior to the date of closing; and the Seller agrees to hold harmless and indemnify the Buyer from any such claim or action.

7. Warranty. The Seller hereby warrants that it is the "owner" as referred to in the Declaration as attached hereto as Exhibit "A" and that it has clear title and interest to the rights and reservations specified therein and has full authority to grant and assign the Seller's rights and interest as provided herein.

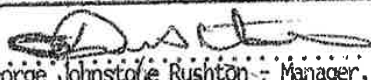
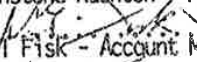
8. Approval by Bay Ridge Community Club. The Seller represents that this Agreement has been presented to the Trustees of the Bay Ridge Community Club, a Washington non-profit corporation, and the Trustees in behalf of the Bay Ridge Community Club approved the grant of right of use and assignment of reserved rights by the Seller to the Buyer as provided herein.

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DATED this 15th day of March, 1990.

SELLER:

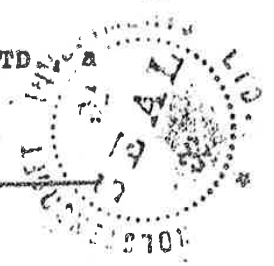
K.E. HOLDINGS, LTD., a Canadian
corporation
BY ITS LAWFUL ATTORNEY
THE ROYAL BANK OF CANADA
By ITS LAWFUL ATTORNEYS:


George Johnstone Rushton - Manager, Commercial Banking

Harvey Earl Fisk - Account Manager

WOLSTENCROFT INVESTMENTS, LTD. a
Canadian corporation

By





BUYER:

MAYFLOWER EQUITIES, INC., a
Washington corporation

By



APPROVED BY:

BAY RIDGE COMMUNITY CLUB

By



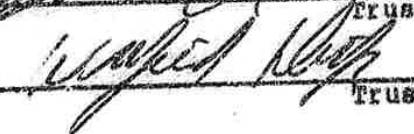
Trustee

By



Trustee

By



Trustee

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File No: 900821127

Book 14, p. 14

1241876

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EXHIBIT A

1241876

DECLARATION
OF
RIGHTS, RESERVATIONS, RESTRICTIONS AND COVENANTS
OF
BAY RIDGE ESTATES

THIS INDENTURE AND DEDICATION of Rights, Reservations, Restrictions and Covenants made this 28th day of January, 1977, by BAY RIDGE ESTATES,

W I T N E S S E T H

RECITALS:

(a) That BAY RIDGE ESTATES, a joint venturer of K.E. Holdings, Ltd., a Canadian corporation, and Wolstencroft Investments, Ltd., which joint venturers are the owners in fee simple (and referred to herein as "Owner") have concurrently herewith and as a part hereof, declared a certain plat, denominated BAY RIDGE ESTATES, Division No. I, of certain real property in Whatcom County, State of Washington, more particularly described on said plat recorded in Volume 163, Page 756 records of Whatcom County (which Plat is sometimes referred to hereinafter as "said plat"), which real property is included in the land situated in Whatcom County, State of Washington, described on said plat "A" and which, by this reference, is made a part hereof (all of which is hereinafter referred to simply as "said land").

(b) That the parties hereto desire to set forth the rights, reservations, restrictions, covenants, easements, liens and charges that pertain to said land and to which said land is hereby subjected and which in the future may be made applicable to other plats of real property included within said land, or to other land adjoining, contiguous or adjacent thereto, and the Owner may declare, each and all of which is and are for the benefit of said land; and any other subjected thereto by declaration of the Owner, and shall constitute covenants running with the land, for the purpose of maintaining the desirability of said land and to establish suitable use and architectural design; and

(c) That the parties hereto desire to provide for the means to enforce said rights, reservations, easements, liens and charges and for necessary maintenance and for delegation of right to establish building restrictions, future use, responsibilities, rights and obligations through a community organization consisting of a non-profit community club that includes as members those who purchase any lot, tract or parcel of or said land, or of other land that may be impressed with this Declaration by Owner by appropriate reference hereto.

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File No: 90021137

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DECLARATIONS:

In consideration of these presents and the execution hereof, the parties hereto do hereby make the following grant of rights and declare that said land is, and shall be, held and conveyed upon and subject to, and there is hereby established, confirmed and impressed upon said land the reservations, restrictions, covenants, assessments, liens and charges hereinafter set forth and is hereby made subject to, bound by and impressed with the provisions hereinafter set forth as running with the land and hereby made applicable to said land and all future grantees, assignees and successors of any interest therein to-wit:

1. Reservation of Right to make cuts, fills, etc.

There is reserved to the Owner, the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts and parcels of said plat in the reasonable original grading of the roads, ways and walkways (which phrase shall mean and include wherever used herein, any roads, streets and places, avenues, drives and paths over which persons or vehicles or both may travel) and easement ways, whether shown on said plat or otherwise reserved or granted, or in the subsequent grading necessary for acceptance by a municipality having jurisdiction in the event of dedication to public use, provided that the Owner shall assign said reserved rights to the community club as hereinafter provided.

2. Reservation of Right to Drain, to Clear Brush, etc.

There is hereby reserved to the Owner the right to drain all ways, walkways, easement ways and areas, over and across any lot or lots, blocks, tracts and parcels where water might take a natural course after the grading thereof and the right (but without the obligation to do so) to enter upon any lot, block, tract or parcel of said plat to trip, cut and remove brush, trees, stumps, noxious weeds or growths, provided that the Owner shall assign reserved rights to the community club as hereinafter provided.

3. All Roads, etc., are Private Property

All roads, ways and walkways, whether shown on said plat or not, that the Owner may construct or cause to be constructed upon said land, and areas of common use (whether designated on said plat or otherwise or hereafter by the Owner) are reserved to the Owner as private property. Areas of common use may be designated by the Owner either in said plat, in subsequent plats of BAY RIDGE ESTATES, or by written reservation, grant or conveyance. That the reserved rights of the Owner may be assigned as provided below. Title to the roads and common areas shall be conveyed by Owner to the community club within four years from time of construction and title shall be held by the community club, subject to its right to dedicate them in public use, and further subject to the reservation of the Owner for ingress and egress over and across said

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roads, ways and walkways and the perpetual right to use the same, which right and reservation is for the benefit of the Owner and its assigns and may not be terminated, restricted or impaired by the community club or its successor. The community club shall have the responsibility and the right to collect assessments from the owners of any lot, tract or parcel for road maintenance costs, as hereinafter provided, and shall keep such road maintenance funds in an account separate from and not transferable to other funds, with Whatcom County having a continuous right to inspect said accounts. If inspection of these accounts and the condition of the roads indicate that road maintenance is not satisfactory, Whatcom County may then take whatever steps are necessary to insure compliance.

4. Grant and Reservation of Right of Travel and Use

The Owner hereby grants to the purchaser (which term shall include not only fee simple title holders but also anyone who acquires hereafter an interest therein that includes a right of possession) of, and which shall be appurtenant to and accompany any of, the lots, parcels or tracts of said plat, the privilege to make usual and reasonable use of said roads, ways and walkways and common areas (as or may be designated), subject to provisions hereof and to the rights of all other purchasers and of the Owner (including the right to extend to purchase of lots, tracts or parcels of other land adjoining, contiguous or adjacent that may be impressed by Owner with this dedication, the right to use such roads, walks and walkways and common areas) in conformity with the regulations, rules, conditions and charges, if any, which may be imposed by the Owner, or its successor, the community club mentioned below, provided, upon transfer or conveyance to the community club, the Owner hereby reserves unto itself the perpetual use of said roads, ways and walkways; and reserves the right of ingress and egress over and across the same not be impaired, terminated or restricted by the community club or its successor. Further described under Auditor's file No. ~~1241877~~

5. Conditions to Any Purchase

All purchasers of any lot, tract or parcel in said plat must be acceptable to the Membership Committee for membership in the community club, to be known as the BAY RIDGE COMMUNITY CLUB, a non-profit corporation, (herein referred to as "the community club" and to be formed by the Owner or its nominee) and must become members of the community club. The said Owner (directly or through its nominee) shall have the right to exercise the function, the determination and selection of said Membership Committee, until such time that the community club assumes control as hereinafter provided or while its committee does not function.

6. Covenants and Restrictions

(a) Land Use:

Each lot, tract or parcel shall be used only for single family residential purposes, unless otherwise stated on said

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or other out-building shall be used or placed on any lot, tract or parcel of said plat at any time as a residence. The architectural control and maintenance committee shall have the absolute right to restrict or prohibit the construction of a building or other structure even though such a building or structure is not otherwise restricted or prohibited herein, if in said committee's sole discretion such building or structure would be detrimental to the development of said land and said plat. In no event shall any dwelling having a cost (excluding the land) of less than \$10,000.00 be allowed within said plat. Further, said committee, before or after the community club assumes control, may consent in writing to relief under the foregoing and may, from time to time, by rules and regulations duly adopted, make changes in any of the foregoing which have future or prospective effect.

(d) Nuisances:

No noxious or offensive activities shall be carried on upon any lot, tract or parcel of said land nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

(e) Livestock:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said land, except that dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

(f) Signs:

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one foot square, one sign of not more than five feet square advertising the property for sale or rent, but excluding from the aforesaid signs used by the Owner or its exclusive sales agent or a builder to advertise the property during the construction and sale period.

(g) Firearms:

There shall be no discharging of arms or hunting on said land.

(h) Trees, shrubs:

No trees or natural shrubbery shall be removed unless approved in writing by the architectural control and maintenance committee, it being the intention to preserve natural growth, in accordance with the Owner's plan of development. No trees, hedges, shrubbery or plantings of any kind whatsoever in excess of six feet in height shall be placed, planted or maintained on any of the said property, nor shall any such tree, hedge, shrub or planting be allowed to grow in excess of such height, without written permission of the architectural control and maintenance committee.

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(i) Fires, refuse:

No outdoor fires for the burning of wood, trash or debris shall be started without first obtaining a valid fire permit during seasons when required and no lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the architectural control and maintenance committee.

(j) Sale or Lease:

None of the said land shall be occupied, leased, rented, conveyed or otherwise alienated, nor shall the title or possession thereof pass to another without the written consent of the Membership Committee mentioned in Paragraph 6 above, except that one taking by devise or inheritance shall need no such consent, but shall take subject to the restrictions of this Declaration; and except that any of said land may be mortgaged or subjected to judicial sale, provided that no purchaser at any judicial sale shall have the right to occupy, lease, rent, or convey or otherwise alienate any of said land, or any lot thereof, without the consent of the said Membership Committee. Notwithstanding the consent requirements hereinbefore set forth, no owner of any lot of the said land, except the Owner or its agents or assignee, shall sell said lot to one not otherwise a lot owner within the said property without first giving written notice to the said Membership Committee at least 30 days in advance of any such contemplated sale, which notice shall constitute an offer of first refusal of the Owner so long as it owns any of the said land, to purchase the said lot upon the same terms and at the same price being offered to any outsider. If the offer made by said notice is not accepted in writing within thirty days from the receipt thereof the sale may be concluded to any outsider at the same price and terms subject to the consent provisions hereinbefore stated. After the community club has assumed control of the Membership Committee as hereinafter provided, rules may be adopted whereby such consent may be granted or deemed to be granted other than as aforesaid.

(k) Drilling and Mining:

No drilling, mining, refining, quarrying, boring or similar operations or excavations of any kind shall be permitted within said plat, nor shall any derrick, tank, tunnel, shaft or any kind of structure for any oil, gas or mineral extraction process or operation be allowed within said plat.

7. Community Club

The Owner shall cause to be formed a community organization to include as members all purchasers of any lot,

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tract or parcel if said land, which organization shall be a non-profit corporation under Title 24 of the Revised Code of Washington, to be known as "BAY RIDGE COMMUNITY CLUB". Among the objects and purposes of said community club shall be the furtherance and promotion of the community welfare of the purchasers of any lot, tract or parcel of said land and any adjoining contiguous or adjacent land which the Owner may cause to be platted and impressed with or made subject to this Declaration (all of which is included in the words "said platted land") including the holding of title to all roads, walks, walkways and common areas in said platted land; the regulation, use, care, construction, operation, repair, maintenance and preservation thereof and the facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of its members and their property in said platted land as such community club shall determine as provided by its Articles of Incorporation and By-Laws, and any amendments thereof duly adopted, including (without limitation by this mention) the regulation of use of property held by or controlled by the community club, payment of taxes, the setting of standards of care and maintenance of lots, parcels and tracts in said platted land and enforcement thereof furnishing of protection, drainage, water distribution, and the like for the common good. Said community club shall be organized by or at the instance of the Owner; and in connection with his purchase the purchaser of each lot of said platted land shall become and must be acceptable for membership in said club, for which a fee of \$10.00 shall be charged by the owner for the purchaser joining said club, and the purchaser agrees to be bound by said Articles of Incorporation and By-Laws and any amendments thereof duly adopted, and purchaser shall continue a member thereof while an owner of any lot, tract or parcel in said platted lands, subject to the Articles and By-Laws of said corporation (the word owner having the meaning of purchaser, i.e. the person entitled by deed or real estate contract to the possession and occupancy of a lot, tract or parcel in said platted land, subject hereto).

a member

E. Assessments and Lien

The community club shall be empowered to establish and collect dues and assessments upon lots in said platted land subject hereto for the common benefit of such lots, tracts or parcels as to utilities, roadways, property protection, drainage, landscaping, insurance, improvement, and payment of taxes upon common property and the holding of ownership or leasehold therein, or otherwise for common purposes, all as determined pursuant to the Articles and By-Laws of the community club. Subject to provision below as to first lien mortgages, such assessments shall constitute a personal obligation as well as a lien upon each such lot, tract or parcel as of the due date thereof, and such lien may be foreclosed by the community club in the same form and manner of procedure as the foreclosure of a real property mortgage lien under the laws of the State of Washington, each owner, and

each party hereafter owning or claiming an interest in one or more lots, tracts or parcels within the platted land subject hereto, agreeing and recognizing that expenses of title examination and assurance, costs, or attorneys of the community club, court costs and interest at 8% per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien. The authority to establish assessments and liens therefore against lots, tracts or parcels within said platted land subject hereto shall, as to each lot, tract or parcel, first arise when the same is first sold by deed or real estate contract from the Owner, its successors or assigns, as developer of a plat within said platted land, to a grantee or contract purchaser thereof. Assessments shall be assessed and collected on a fair and uniform basis as among lots, tracts or parcels subject thereto, subject only to such reasonable differential as may be established by the By-Laws of the community club between improved lots and unimproved lots. First mortgage liens placed upon any of said lots, tracts or parcels for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

9. Limit and Term of Covenants and Restrictions

The covenants and restrictions set forth in paragraph 7 above are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date this declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots, tracts and parcels within the said platted land (as the term is defined in paragraph 8 above) has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.

10. Severability

Invalidation of any one of the covenants and restrictions or any part hereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

11. Community Club Assumes Control

At the time the community club includes, as members, the purchasers of at least 90% of the lots, tracts and parcels within said platted land, (as defined in paragraph 8 above), the control of the Membership Committee and of the Architectural Control and Maintenance Committee shall be turned over to the operation and control of the community club and the Trustees of the community club may be elected from its members at large, as provided by the Articles of Incorporation and By-Laws and the

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reserved rights remaining in the Owner which are provided for in paragraphs 1, 2, 3 and 4 (except for the Owner's right to extend to purchasers of lots, tracts or parcels of other land adjoining, contiguous or adjacent that may be impressed by Owner with this Declaration the right to use such roads, walks, walkways and common areas) shall be assigned to the community club, provided that the Owner may, prior thereto, turn over such control and make such assignment, provided that the title to all roads shall be conveyed to the community club within the four (4) year period that is set forth in Paragraph 3 hereof. After the time aforesaid when the community club assumes control above provided, or sooner if the Owner designates and requests the community club to do so, the community club shall have and is hereby charged with the authority and obligation of enforcement of the terms of this Declaration, or any parts hereof for which Owner specifically delegates enforcement to the community club. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the provisions of this Declaration, either to restrain such violation or to recover damages, or as alternate remedy by forfeiture under Paragraph 7 if such right of declaration is specifically assigned to the community club by the Owner. Excepting such forfeiture right, in the event that the community club fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation is brought to its attention in writing, any person or persons then owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement proceedings, whether in law or in equity, shall have, from his opponent, such attorney's fees as the court may deem reasonable.

12. Breach, Reversion

Any lot tract or parcel of this or any plat of BAY RIDGE ESTATES or any annexations thereto which are made subject to this Declaration of Rights, Reservations, Restrictions and Covenants, shall revert to the Owner, its successor or assignee, in case of a breach of any provisions thereof, subject to any mortgage or lien for value thereon and a breach of any such provision shall of itself operate to cause reversion and extinguishment of the title upon the reasonable exercise of the declaration of such breach by the Owner or by its successor or assignee to whom such right of declaration may be specifically assigned.

13. Amendment

The Owner reserves the right to amend this Declaration of Rights, Reservations, Restrictions and Covenants for any purpose that may change (but not increase) the requirements or burdens thereof with respect to any purchaser or his assignee, provided that such amendment may be made with respect to any provision, term or condition, without limitation, provided

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86-2/3% of all of the then purchasers of any lot, tract or parcel of said platted land consent thereto in writing, and provided further that any or all parts or provisions of this Declaration may be revoked and terminated if the Owner and said 86-2/3% of all of the then said purchasers join in such revocation agreement and it is filed for record in Whatcom County (except as to the reserved right in paragraphs 1 - 4 inclusive and the grant in paragraph 4).

BAY RIDGE ESTATES

BY:

Paul Shatzko
K.E. Holdings, Ltd.

K.E. Holdings, Ltd.

BY:

Charles Smithers
Wolstencroft Investments, Ltd.

G.L. Wolf
Wolstencroft Investments, Ltd.

STATE OF WASHINGTON
COUNTY OF WHATCOM

88

On this 28th day of February, 1977, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Shatzko, Secretary of K.E. Holdings, Ltd., and Charles Smithers, President of Wolstencroft Investments, Ltd., the corporations which have jointly executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seals affixed are the corporate seals of said corporations.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Richard [Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at *[Signature]*

50
100
100
100
100

EXHIBIT "B"

40

QUIT CLAIM DEED

02/72

THE GRANTORS, R.E.Holdings Ltd., a Canadian Corporation and
Volstencroft Investments Ltd., a Canadian Corporation

12/18/73

For and in consideration of \$10.00 and other valuable
consideration hereby conveys and Quit Claims to
Bay Ridge Community Club, a Washington non-profit
Corporation, the following described real estate,
situate in the County of Whatcom, State of Washington
including any interest therein which the Grantors may
hereafter acquire:

Legal description attached hereto as Exhibit 'A' and
incorporated by reference herein.

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In Witness whereof, said Corporations have caused
this instrument to be executed by their proper
officers and their Corporate Seals to be hereunto affixed
the 6th day of February 1977.

R.E. HOLDINGS.

Paul Shatzko
PAUL SHATSKO

VOLSTENCROFT INVESTMENTS LTD.

James Tutton
JAMES TUTTON
George R. Waterfall
GEORGE R. WATERFALL



FEB 9 1977

BAY RIDGE ESTATES
PARK 1241873

2/6/77

Exhibit "A"

That portion of the south 1/2 of the N.W. 1/4 of Section 23,
Township 20 North, Range 1 West N.M. described as follows:

Commencing at the west 1/4 corner of said section, thence
S 87° 15' 00" E along the centerline of said section 1748.00 feet
to a point that lies N 87° 15' 00" W 896.28 feet from
the center of said section, said center being a concrete
monument in case of the intersection of Birch Point Road
and Selder Road, thence N 2° 45' 00" E perpendicular to said
centerline 30.00 feet to the POINT OF BEGINNING, thence
N 40° 51' 17" E 321.65 feet, thence N 51° 59' 52" E 271.69 feet,
thence N 82° 37' 15" E 105.46 feet, thence S 68° 09' 48" E 55.4
feet, thence S 50° 32' 42" E 130.33 feet, thence S 68° 06' 20"
27.16 feet, thence S 75° 02' 28" E 87.39 feet, thence S 88° 25' 05"
189.00 feet more or less to the westerly margin of Selder Road
as established 60.00 feet in width, thence S 3° 02' 55" W
along said margin 330.35 feet to a point of curve
whose center lies N 85° 55' 05" W 30.00 feet distant, thence
S. W. by along said curve to the right through a central
angle of 89° 40' 05" an arc distance of 26.95 feet to a
point of tangency and the westerly margin of Birch Point
Road as established 60.00 feet in width, thence
N 87° 15' 00" W along said margin 836.53 feet to the
POINT OF BEGINNING.

FEB 8

1977

FEB 11 7 26 PM '77
VOL 321 PAGE 610
RECORDS & DEEDS
COUNTY OF BAY
STATE OF NEW YORK

209
12/21/77



Chicago Title
Insurance Company

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE:

WHATCOM COUNTY
BELLINGHAM, WA
08/05/91 12:00 PM
REQUEST OF: /FCP
Shirley Forslof, AUDITOR
BY: RO, DEPUTY
\$7.00 DEED
Vol: 206 Page: 172B
File No: 910805077

WHEN RECORDED RETURN TO

Name: Roehl & Roehl, P. S.
Address: P. O. Box 400
City, State, Zip: Bellingham, WA 98227

Quit Claim Deed

THE GRANTOR Wolstencroft Investments Ltd., a Canadian corporation,
for and in consideration of conveyance of property previously believed to have been
conveyed
conveys and quit claims to Bay Ridge Community Club, a Washington non-profit
corporation,
the following described real estate, situated in the County of Whatcom State of Washington,
together with all after acquired title of the grantor(s) therein:

The South one-half of the Northwest quarter of Section 23, Township
40 North, Range 1 East of W. M., less roads, situated in Whatcom
County, Washington, EXCEPT that portion platted as Bayridge Estates,
and EXCEPT that portion of the South one-half lying northwesterly
of Bayridge Estates.

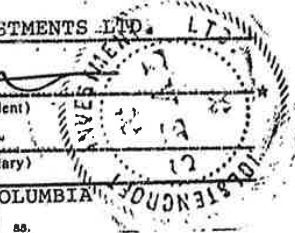
Dated July 16, 1991

(Individual)

WOLSTENCROFT INVESTMENTS LTD. LTD.

(Individual)

By [Signature] (President)
By [Signature] (Secretary)



STATE OF WASHINGTON } ss.
COUNTY OF _____

PROVINCE OF BRITISH COLUMBIA } ss.
~~STATE OF WASHIN~~ COUNTY OF _____

On this day personally appeared before me

On this 16 day of July, 1991
before me, the undersigned, a Notary Public in and for the State of Wash
ington, duly commissioned and sworn, personally appeared _____

to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that _____ signed the same
as _____ free and voluntary act and deed,
for the uses and purposes therein mentioned.

and James Tutten _____
Vazik Kara _____
to me known to be the _____ President and _____ Secretary,
respectively, of Wolstencroft Investments Ltd.
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
they were authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

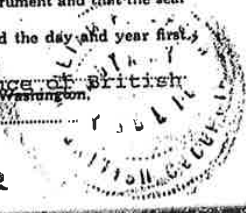
GIVEN under my hand and official seal this
_____ day of _____, 19____

Witness my hand and official seal hereto affixed the day and year first
above written.

Notary Public in and for the State of Wash-
ington, residing at _____

Notary Public in and for the State of Wash-
ington, residing at _____
WILLIAM F. SPOHN
Barrister & Solicitor

1110 - 100 PARK ROYAL
WEST VANCOUVER, B.C. V7T 1A2
TEL - 622-8601



4978x EX 8/05/91 Paid \$2.00

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PL 447

QUIT CLAIM DEED FOR COUNTY ROAD

THIS INDENTURE WITNESSETH That IVO E. ROBERTS
 and LILLIAN ROBERTS the Grantees herein do and in consideration
 of the sum of (\$ 1.00) One and no/100 Dollars
 and also in consideration of the benefits to accrue to grantees by reason of the laying out
 and establishing of a public road through the property hereinafter described, said grantees hereby convey
 release and quit-claim to the County of Whatcom, State of Washington, for use of the public
 forever, as a public road and highway, all interest in the following described real estate owned by Grantees
 and lying and being in the County of Whatcom, State of Washington, and more particularly described as

The North ten (10) feet of the South 30 feet of the North West Quarter
 (NW^{1/4}) Section 23, Township 40 North, Range 1 West, Willamette Meridian,
 Containing 0.61 acres.

County to Construct Fence

Dated and Signed this 7 day of March 1959

Done in Presence of

Ivo E. Roberts
Lillian Roberts



STATE OF WASHINGTON
 County of Whatcom

THIS CERTIFIES That IVO E. ROBERTS
 and LILLIAN ROBERTS being personally known to me to be the
 person executing the within Deed, this day appeared before me and acknowledged to me that
 he executed the same freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and official seal this 7 day of March A.D. 1959

NOTARY PUBLIC in and for Whatcom County, in the State of Washington, residing at Allyn, Washington

RECORDED FOR RECORD at 7:25 AM 3/9/59

at request of Christina Roberts

Attachment 5: Soil Sampling, Screening and Disposal

WHATCOM COUNTY HEALTH DEPARTMENT GUIDELINES ON PRIVATE STORMWATER FACILITY SEDIMENT/SOIL SAMPLING, SCREENING AND DISPOSAL

Sediment/soil from stormwater facilities and ponds that receive stormwater runoff from roads or developed areas are likely to contain some level of hazardous substances. The material must be tested to characterize its level of hazardous substance contamination and determine if it is “clean soil” with other use options or “contaminated soil,” as defined in Chapter 173-350 WAC: *Solid Waste Handling Standards*.

Sediment/soil from these facilities that exhibit test results at or above any of the hazardous substance contaminant levels in Table 3 is determined to be solid waste, requiring further testing and disposal at a permitted solid waste transfer station, landfill or treatment facility.

This soil screening plan provides stormwater facility owner/operators with information to determine whether or not the soil is considered solid waste. If the soil is determined to be contaminated through this screening process, the owner/operator will need to contact disposal or treatment facilities to determine their waste acceptance criteria and additional soil testing requirements.

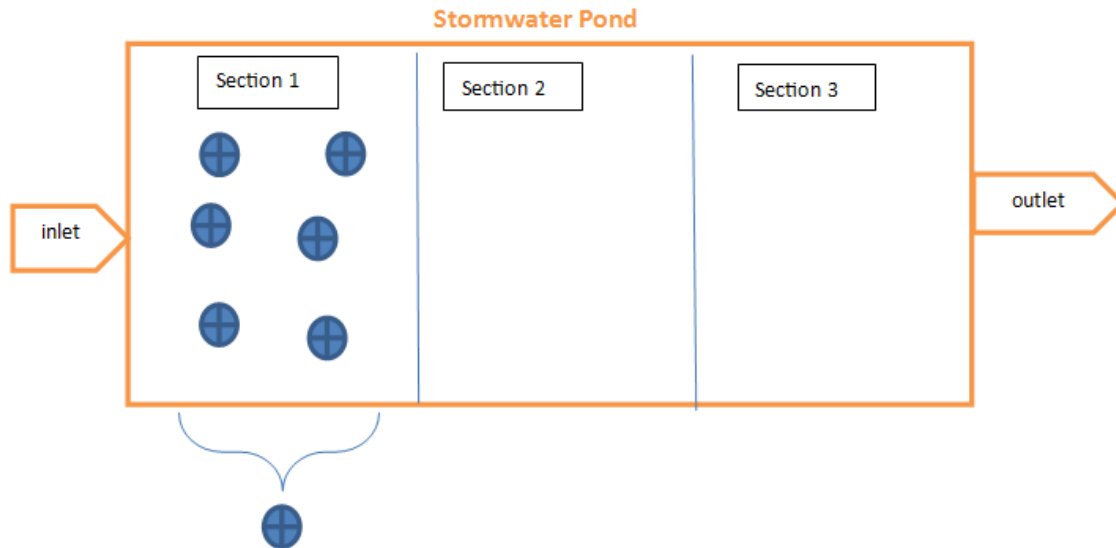
- The stormwater facility owner/operator should inform any potential receiver of the sediment/soil of the material’s source and the testing results.
- Any solid waste disposal or treatment location will need copies of the soil sample results to confirm acceptance criteria.
- Any gravel pit in reclamation mode, will need copies of the soil sample results to confirm acceptance criteria, and may not want to take soils that have hazardous substance contaminants below the levels listed in Table 3.

The owner/operator of private stormwater facilities requiring removal of sediment/soil from the facility for routine maintenance should perform the following or hire a consultant to:

- Gather and prepare a screening sample according to Figure 1 using containers supplied by a Washington State Department of Ecology-accredited analytical laboratory selected by the owner operator, and according to the sample preservation and holding time instructions provided by the lab.
- Submit the sample to analytical laboratory for chemical analysis of the parameters listed in Table 3 using the test methods referenced in Table 4.
- If the screening sample does not detect hazardous substance contaminants at or above the levels in Table 3, then the sediment/soil material planned for removal can be used as fill material in accordance with land disturbance permit requirements.

Figure 1. Sampling diagram for gathering initial screening sample. Divide pond into three sections. Gather six sediment borings (1-6” deep) from the first section and combine them into one sample for chemical analysis.

Attachment 5: Soil Sampling, Screening and Disposal



If the screening sample detects hazardous substance contaminants at or above the levels in Table 3, then further sampling of the sediment/soil in the second and third sections of the pond is required (see Table 1, Figure 2), with analyses focused on the contaminants that were detected in the initial screening sample at or above the levels in Table 3.

If contamination exists in screening sample, owner/operator of private stormwater facilities should take the following next steps:

- Estimate the volume of sediment/soil to be removed from the pond to refurbish and maintain facility function
- Gather samples of pond sediment/soil for lab analysis to characterize the material
 - Use Table 1, below, to determine the number of samples to submit for analysis. The number of samples to gather and submit is based on the estimated volume of sediment planned for removal; **or**,
 - Use Table 2, below, to determine the number of samples to submit for analysis. The number of samples to gather and submit is based on the actual volume of unsampled sediment/soil stockpiled after removal
- Submit the samples to a Washington Department of Ecology-accredited analytical laboratory for chemical analysis for these parameters listed in Table 3, below.
 - Priority pollutants: metal, gasoline with BTEX, diesel and heavy range organics, PAHs
- Characterize the sediment/soil using the results of chemical analysis to determine the disposal requirement or placement standard for the removed sediment/soil
 - Sediment/soil from a section of the facility with test results that exceed any of the parameters listed in Table 3 below, is solid waste that requires disposal at a permitted solid waste handling facility. **Consult with an Environmental Health Specialist from the Whatcom County Health Department's Solid Waste Division for further information on disposal.**
 - Sediment/soil from a section of the facility with test results that **do not** exceed any of the parameters listed in Table 3 below, is not waste and can be placed on the land in a manner approved by Whatcom County Planning and Development Services (PDS) under

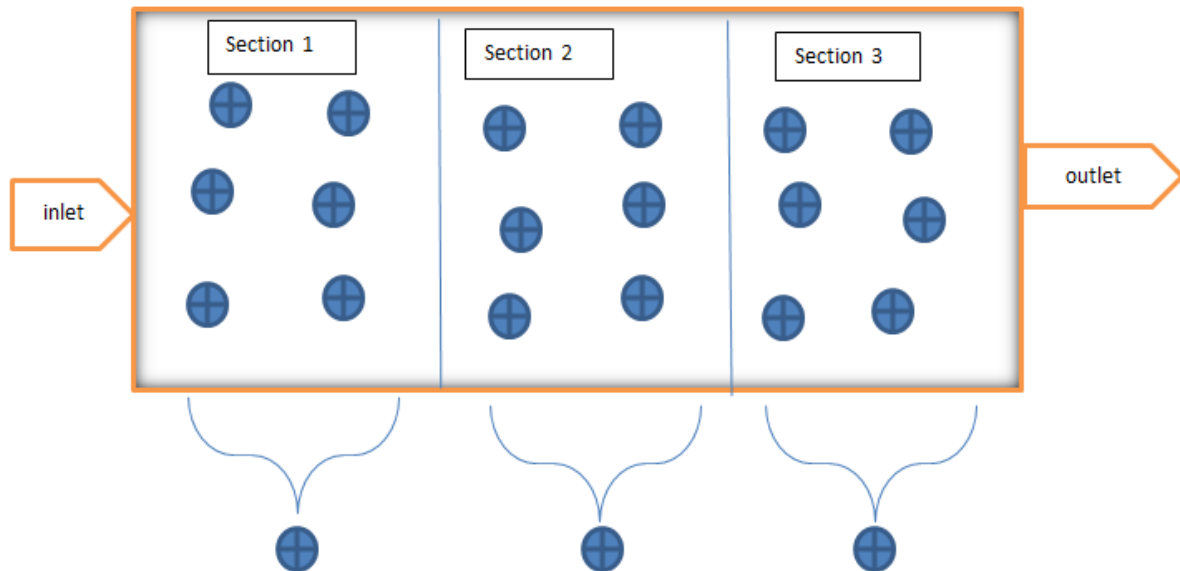
Attachment 5: Soil Sampling, Screening and Disposal

land disturbance permitting requirements, or used as pit mine reclamation fill, at a location that is at least 10 feet above the highest seasonal groundwater level for the area, under a WA DNR and PDS-approved reclamation plan.

Table 1. Sampling protocol based on estimated removal amounts (if contamination exists)

Amount of soil/sediment planned for removal from pond	Number of sections to divide pond into	Total number of soil/sediment borings (gather 6 borings from each section of the pond, approx. 1-6" deep)	Total number of samples to submit for chemical analysis (combine 6 borings from each section into 1 sample)
Less than 500 yd ³	3	18 borings	3 samples
More than 500 yd ³	5	30 borings	5 samples

Figure 2. Sampling diagram for gathering additional samples if contamination exists.



If sediment/soil is stockpiled after excavation, without prior in-situ borings for composite sampling, then gather this many samples for chemical analysis to characterize the amount of stockpiled sediment/soil.

Table 2 – Sampling protocol based on amount removed (if contamination exists)

Amount of sediment/soil in stockpile	Number of borings from stockpiled sediment/soil	Number of samples to submit for chemical analysis
Less than 500 yd ³	18 borings	3 samples
More than 500 yd ³	30 borings	5 samples

Attachment 5: Soil Sampling, Screening and Disposal

Table 3. If sediment/soil contamination exceeds any levels listed below, then the sediment/soil is considered solid waste and should be disposed of at a permitted solid waste handling facility.

Hazardous Substance	Contaminant Level
Arsenic	20 mg/kg
Cadmium	2 mg/kg
Chromium VI	19 mg/kg
Chromium III	2,000 mg/kg
Lead	250 mg/kg
Mercury (inorganic)	2 mg/kg
Benzene	0.03 mg/kg
Toluene	7 mg/kg
Ethylbenzene	6 mg/kg
Xylenes	9 mg/kg
Gasoline Range Organics	30 mg/kg
Diesel Range Organics	2,000 mg/kg
Heavy Oils	2,000 mg/kg
Mineral Oil	4,000 mg/kg
PAHs (carcinogenic)	See benzo(a)pyrene
Benzo(a)pyrene	0.1 mg/kg

Table 4. Soil sampling test method and cost by hazardous substance.

Hazardous Substance	Test method	Price 5/2021
Metals		\$120
Arsenic	200.8	
Cadmium	200.8	
Chromium VI	218.6	
Chromium III		
Lead	200.8	
Mercury (inorganic)	245.1	
NWTPH-G/BTEX.S		\$158
Benzene	8260C	
Toluene	8260C	
Ethylbenzene	8260C	
Xylenes	8260C	
Gasoline Range Organics	8260C	
Diesel Range Organics		\$107

Attachment 5: Soil Sampling, Screening and Disposal

Diesel (c12-C24)	NWTPH-DX	
Heavy Oils (c>C24)	NWTPH-DX	
Mineral Oil (other petroleum range)	NWTPH-DX	
PAHs (carcinogenic) Creosote in soils		\$220
Benzo(a)pyrene	8270d	
	Total per sample	\$595

For more detailed information on solid waste regulations and disposal, please see:

- [Appendix IV-G: Recommendations for Management of Street Wastes, pages 777-788, of the 2014 Stormwater Management Manual for Western Washington](#)
- [Natural background soil metals in WA state](#)
- [Guidance for remediation of petroleum contaminated sites, pages 163-169](#), Section 9.0 Establishing Points of Compliance