Spokane County Engineers 1026 W. Broadway Ave Spokane, WA 99260-0170 (509) 477-3600

PUD

Document Title:

DECLARATION OF COVENANT

Reference Numbers: PE-1757-94

Legal Description: PTN. SW1/4 SEC.31, T.26N., R.44E., W.M.

Parcel Numbers: 46313.9052

Grantor and: NORTHVIEW VENTURE, LLC, a Washington Limited Liability Company GARY L. GUNNING, a single person, RANDY O. HARWOOD & DIANE HARWOOD, husband and wife, PASADENA PARK IRRIGATION DISTRICT NO. 17, a

Municipal Corporation.

Grantee: SPOKANE COUNTY and SANDY RIDGE HOMEOWNERS ASSOCIATION

In consideration of the approval by Spokane County of SANDY RIDGE (hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

- 1. The subdivider/sponsor will construct the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
- 2. A lot is served by the private road when: a. the only road frontage for the lot in the Development is on the private road; or b. a lot having frontage on more than one road (public or private) constructs an approach to the private road.
- 3. The SANDY RIDGE HOMEOWNERS ASSOCIATION or their successors in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
- 4. The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities.
- 5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the SANDY RIDGE HOMEOWNERS ASSOCIATION or their successors in interest.
- 6. Should the SANDY RIDGE HOMEOWNERS ASSOCIATION be terminated for any reasons, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the SANDY RIDGE HOMEOWNERS ASSOCIATION at the time of said termination.
- 7. In the event/such private road including associated drainage facilities is improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such road and drainage facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
- 8. Owners of lots within the Development who are served by such road may sue and recover damages and attorneys fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road and drainage facilities construction, financing, and maintenance.
- 9. WARNING; Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads and associated drainage facilities contained within or providing service to the property described in this Development. By accepting this development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road or its associated drainage facilities.



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- 10. Whenever the SANDY RIDGE HOMEOWNERS ASSOCIATION or their successors in interest fail to maintain the drainage facilities in conformance with the approved drainage plan, a notice will be given to the SANDY RIDGE HOMEOWNERS ASSOCIATION or their successors in interest by the County. If not corrected after 10 days, the County has the right to correct the maintenance failure or have it corrected at the expense of the SANDY RIDGE HOMEOWNERS ASSOCIATION or their successors in interest or lots in the development.
- 11. Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or floodplain areas, nor the responsibility for any drainage whatsoever, including but not limited to inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.
- 12. This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road and

dramage facilities as provided herein.	v V
In witness whereof, the aforesaid owners have 2 day of	caused their names to be hereunto subscribed this
7	$(\bigcirc)$
NORTHVIEW JOINT VENTURE, L.L.C, a Washington Limited Liability Company	
BK/MAMMALD	
ITS: President	
STATE OF WASHINGTON )	
County of Spokane ) ss	
On this 29 day of March, 20 State of Washington, personally appeared	before me, the undersigned, a Notary Public in and for the to me known to be the
of NORTHVIEW JOINT VENTURE, a Washing	ton Limited Liability Company, which executed the within and
foregoing instrument, and acknowledged the said	instrument to be the free and voluntary act and deed of said
said instrument on behalf of said partnership.	tioned, and on oath stated that they are authorized to execute the
Given under my hand and official seal the day and y	Veget last 8h are mulitar
	ear lasyabove written,
Dated 3/29/04	Cantha K. Cahlat
minimum of Of	Notary Public in and for the State of Washington.
STATE OF THE PARTY	My Appointment Expires: 2-15-07
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30150	
Wall of the state	
The manufacture of the second	
WASHINGTON	
~ 4(>>	

In witness whereof, the aforesaid owners have caused their names to be hereunto subscribed this 3 o day of March, 20 04.

Hary L. GUNNING, a single person	
State of Washington )	
) ss County of Spokane )	
I certify that I know or that I have satisfactory evidence that before me, and said person acknowledged that he signed this and voluntary act for the uses and purposes stated in the inst	s instrument and acknowledged it as his free
Dated this 30 day of March, 20 04	SION SION SION SION SION SION SION SION
Notary public, in and for the state of Washington residing at Spokane,  My commission expires 2-15-67	OS WASHING THE WASHINGTON
In witness whereof, the aforesaid owners have caused their region day of, 20 0 4.	names to be hereunto subscribed this
Landy Off Grunore Stone C	Thrwood
Randy J. Harwood Diane Harwood	
State of Washington )	
County of Spokane ) ss	
I certify that I know or that I have satisfactory evidence that husband and wife are the persons who appeared before me, a signed this instrument, on oath stated that they were authoriz acknowledged it as their free and voluntary act and deed, for instrument.	and said persons acknowledged that they zed to execute the instrument and
Dated this 29 day of March	,2004
Notary public, in and for the state of Washington residing at Spokane,  My commission expires 2-15-07	O TAOLE TO SECOND
	OF WASHINGTON



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Spokane Co, WR

Pasadena Park Irrigation District No. 17 A Municipal Corporation STATE OF WASHINGTON County of Spokane the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said partnership. Given under my hand and official seal the day and year last above wanten Notary Public in and for the State of Washington. My Appointment Expires: