

DECLARATION OF COVENANTS REQUIRING PRIVATE CONSTRUCTION AND  
MAINTENANCE OF SHORT PLAT APPROVED PRIVATE ROAD.

KNOWN ALL MEN BY THESE PRESENTS, that FLOYD W. CLEMENTS and GLORIA M CLEMENTS,  
husband and wife, owners of the following described real property and in  
consideration:

Spokane County Short Plat #79-119 more particularly described as  
Lots A, B, C, D, E, F, G, and H, and roadway designated as Tract  
"X" and all located within the Southwest quarter of the Southwest  
Quarter of Section 25, Township 26 North, Range 43 East, Willamette  
Meridian, Spokane County, Washington.

do hereby declare and impose the following conditions, reservations, and  
restrictive covenants as to the development of said property and the uses  
to which it may be put, said declaration constituting covenants which  
shall apply to and run with all of the land in law as well as in equity  
with the right to enforce them and to be binding upon all persons now or  
hereafter owing or claiming or having an interest in said property and  
being for the benefit of, and as limitations upon, all present and  
future owners of said property, this declaration on restrictions being  
for the purposes of keeping said property desirable, uniform, and suit-  
able for the uses and purposes indicated herein.

1. The owner(s) of the aforescribed property or of any lot which  
has been or is subsequently created on said property shall be responsible  
for the financing for construction and maintenance of all private roads  
within said short plat.

2. The road shall be improved consistent with Spokane County standards  
for short plat private roads.

3. Maintenance methods, standards, and financing shall be in a manner  
determined by the owners of a majority of the square footage of buildable  
land within such aforescribed property.

4. The owners, their heirs, successors, grantees, or assigns, as an  
owner of each lot shall pay 12 1/2% of the cost of maintenance as provided  
in paragraph 3 herein, for each lot owned.

5. In the event such private road is improved to Spokane County  
standards for public streets and the County is willing to accept the dedi-  
cation of such road, each lot owner shall execute any documents necessary to  
accomplish such dedication.

6. Owners of lots within the said plat, who are served by such private road, may sue and recover from any owner of any lot within the said plat which is similarly served who refuses to participate in the road construction, financing, and maintenance.

7. WARNING: Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the property described in this plat. By accepting this plat or subsequently by allowing a building permit to be issued on 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.

8. The owners, their heirs, successors, grantees or assigns agree to be bound by the terms, conditions, and covenants of that certain agreement titled, "Short Plat 79-119, Tract "X" Identified Future Public Right-of-Way, Subdividers Agreement" which is attached hereto and made a part hereof as Exhibit "A".

9. Every person now or hereinafter having right, title or interest in or to any lot shall have the right to prevent or stop violation of any of these said restrictions or to compel compliance therewith by injunction or other lawful procedure, and to recover any damages resulting from such violation, together with reasonable attorney's fees.

10. The failure by any lot owner to enforce any restriction, covenant or condition herein contained shall not constitute a waiver of the right to do so thereafter as to a violation of the same or any other restriction, covenant or condition occurring prior or subsequently thereto.

11. Should any one or more of these covenants be invalidated by judgment or court order, the other provisions, not specifically effected thereby shall remain in full force and effect.

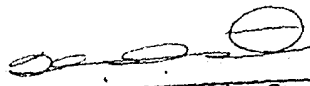
*Floyd W. Clements*  
FLOYD W. CLEMENTS

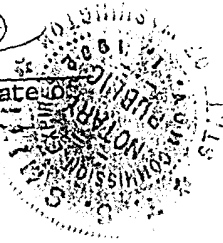
*Gloria M. Clements*  
GLORIA M. CLEMENTS

STATE OF WASHINGTON )  
County of Spokane ) ss.

On this day personally appeared before me FLOYD W. CLEMENTS AND GLORIA M. CLEMENTS to me known as the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

GIVEN under my hand and official seal this 10<sup>th</sup> day of ~~March~~ February, 1981.

  
NOTARY PUBLIC in and for the State of Washington, residing at Spokane, Washington



FILED OR RECORDED:  
REQUEST OF PIONEER NATIONAL TITLE  
MAR 17 9 13 AM '81  
VERNON W. JELANI, AUDITOR:  
SPOKANE COUNTY, WASH.  
DEPUTY: L. YOUNG

Unofficial Document

SHORT PLAT #79-119

TRACT "X" IDENTIFIED FUTURE PUBLIC RIGHT-OF-WAY, SUBDIVIDER'S AGREEMENT

Tract X, designated upon the plat as a private road and thoroughfare, as described in the Spokane County Comprehensive Plan as a "local access street or road" and in accordance with the standards therein, may be required for future County street, road or thoroughfare.

(a) The owner(s), his grantees and assigns, hereby agree to dedicate Tract X to Spokane County for right-of-way and street purposes at such time as said Tract X is needed by Spokane County for that purpose. A Deed conveying Tract X to Spokane County shall be executed by the owner, his grantees and assigns, and shall be delivered to Spokane County upon demand.

(b) The owner, his grantees and assigns, hereby agree to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (RID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by Spokane County, which is designed to improve Tract X and the immediate street system of which it is a part.

(c) Timing of the formation of said RID or other road improvement project shall be determined by Spokane County consistent with RCW 36.88. The street improvement authorized by the RID or other improvement project shall call for the improvement of Tract X and its immediate street system to at least the minimum Spokane County Road standards applicable to Tract X and the immediate street system at the time the RID, or other road improvement project, if a majority of the property owners want a higher standard, i.e. gutters, underground drainage, etc., that standard shall prevail.

(d) Building constructed on any parcel abutting Tract X shall be set back from the Tract X boundary by that distance which equals the set back requirements of the zone.

*Floyd W. Clements*  
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FLOYD W. CLEMENTS

*Gloria M. Clements*  
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GLORIA M. CLEMENTS

STATE OF WASHINGTON )  
                                  ) ss.  
County of Spokane )

On this day personally appeared before me Floyd W. Clements and Gloria M. Clements, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

GIVEN under my hand and official seal this 10<sup>th</sup> day of ~~February~~ <sup>MARCH</sup>, 1981.

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