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Spokane Co. WA

AFTER RECORDING RETURN TO:

Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave.
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant

Grantor: RICHARD T. DAHM, RT DEVELOPMENT, L.L.C.

Grantee: Spokane County, Turtle Creek South Homeowners Association

Abbreviated Legal Description: SE ¼ Section 19, T.25 N., R.45 E., W.M., Spokane, County, Washington, Turtle Creek South

Assessor's Tax Parcel Numbers: 55194.9062

County Reference No. P1815

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of the Plat of Turtle Creek South (Spokane County project No. PE-1815 (hereinafter referred to as the "plat")), the undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Turtle Creek South Homeowners Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the Turtle Creek South Homeowners Association or the property owner(s) to properly maintain such areas.

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner.

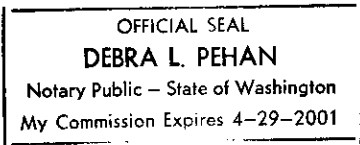
Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision, which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff that what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

I certify that I know or have satisfactory evidence that Constance M. Bisroff is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Vice President of WASHINGTON TRUST BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 3-24-2000



Debora L. Pehan
 Notary Public in and
 for the State of Washington.
 My Appointment Expires: 4-29-2001

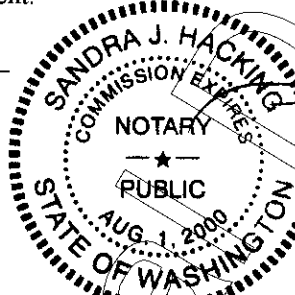
S & B INVESTMENTS, L.L.C.
 A Washington Limited Liability Corporation

By: Jay M Jarvis
 Its: MANAGER
 By: Sue Nigh
 Its: MANAGER
 By: Sue Nigh
 Its: MANAGER

State of Washington)
) ss
 County of Spokane)

I certify that I know or have satisfactory evidence that Jay M Jarvis, Joseph D Jarvis & Sue Nigh are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Jay M Jarvis, Joseph D Jarvis & Sue Nigh of S & B INVESTMENTS, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 3-23-2000



Sandra J. Hacking
 Notary Public in and
 for the State of Washington.
 My Appointment Expires: 8-1-2000

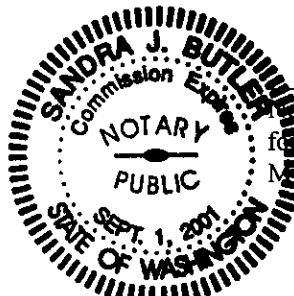
MERIDIAN LAND, L.L.C.
 A Washington Limited Liability Corporation

By: Richard T. Dolan
 Its: MANAGER

State of Washington)
) ss
 County of Spokane)

I certify that I know or have satisfactory evidence that Richard T. Dolan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of MERIDIAN LAND, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 3-23-2000



Sandra J. Butler
 Notary Public in and
 for the State of Washington.
 My Appointment Expires: 9-1-2001