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Spokane Co WA

**AFTER RECORDING RETURN TO:**

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

**Document Title:** Drainage Declaration of Covenant  
**Grantor:** TFH Corporation  
**Grantee:** Spokane County  
**Abbreviated Legal Description:** SW ¼ S.20, T27N., R43E.  
**Assessor's Tax Parcel Numbers:** 37203.9098  
**County Reference No.** P1709A

SPOKANE COUNTY ENGINEER'S OFFICE  
Spokane County, Washington

**DRAINAGE DECLARATION OF COVENANTS**

In consideration of the approval by Spokane County of the Plat of Westwood North, 1<sup>st</sup> Addition (Spokane County Project No. PN-1709A, 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. 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 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 than 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.

The property owners within this plat shall maintain all water quality swales ("208" swales) and drainage ditches situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently approved and accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements or drainage swales, nor does Spokane County accept any liability for any failure by the lot owner(s) to properly maintain such areas.

The WESTWOOD NORTH HOMEOWNERS ASSOCIATION shall maintain drainage facilities located on Lot 10 Block 1, Lot 19, Block 2; Lot 5, Block 4, and Lot 31, Block 4 as indicated by the approved plans. The WESTWOOD NORTH HOMEOWNERS ASSOCIATION shall be responsible for payment of all claims and other liabilities which may become due for said drainage facilities.

The WESTWOOD NORTH HOMEOWNERS ASSOCIATION or its successors in interest shall maintain the drainage facilities, located in Lot 1, Block 1 in conformance with the approved plans on file at the Spokane County's Engineer's Office, and the terms of the Temporary Drainage Easement as recorded 5/29/01 under Spokane County Auditor's Document No. 4592062 which by reference is made a part hereof.

Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses or lawn turf in the '208' swales located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. The WESTWOOD NORTH HOMEOWNERS ASSOCIATION shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the WESTWOOD NORTH HOMEOWNERS ASSOCIATION, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the WESTWOOD NORTH HOMEOWNERS ASSOCIATION, or their successors in interest, by the County Engineer. 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 WESTWOOD NORTH HOMEOWNERS ASSOCIATION, or their successors in interest.

Should the WESTWOOD NORTH HOMEOWNERS ASSOCIATION be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the WESTWOOD NORTH HOMEOWNERS ASSOCIATION at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

This covenant and agreement supersedes the DRAINAGE DECLARATION OF COVENANTS previously recorded May 15<sup>th</sup>, 2001 under Spokane County Auditor's Document No. 4586952.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

GRANTOR(S):  
TFH, Inc., A Washington Corporation



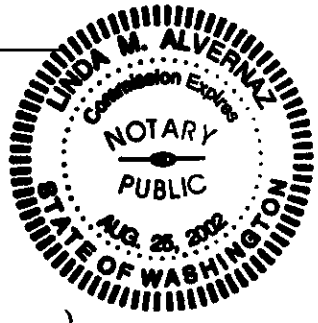
BY: Robert J. Frisch  
Robert J. Frisch, President

BY: Michael D. Hume  
Michael D. Hume, Sec./Tres.

State of Washington )  
  )ss  
County of Spokane )

I certify that I know or have satisfactory evidence that Robert J. Frisch 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 the President of TFH Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6/5/01

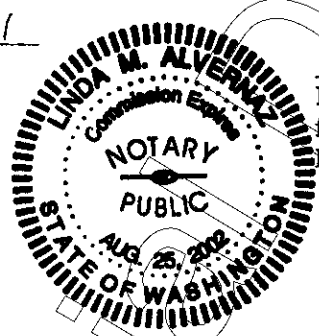


Linda M. Alvernaz  
Notary Public in and  
for the State of Washington.  
My Appointment Expires: 8/25/02

State of Washington )  
  )ss  
County of Spokane )

I certify that I know or have satisfactory evidence that Michael D. Hume 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 the Sec./Treas. of TFH Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6/5/01



Linda M. Alvernaz  
Notary Public in and  
for the State of Washington.  
My Appointment Expires: 8/25/02

Unofficial Copy