

DECLARATION OF COVENANT

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

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1. The subdivider/sponsor will construct the private roads, driveways and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
2. A lot is served by a private road or driveway when: (a) the only road frontage for the lot in the Development is on the private road or driveway; (b) a lot having frontage on more than one road (public or private) constructs an approach to the private road or driveway.
3. The Whisperwood Homeowners' Association or their successors in interest shall maintain the private roads and driveways and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
4. Spokane County is hereby granted the right of ingress and egress to all private roads and/or drainage easements, for the purpose of inspection and emergency maintenance of drainage swales, and any other drainage facilities, if not properly maintained by the Whisperwood Homeowners' Association, or their successors in interest. Spokane County does not accept the responsibility to inspect and maintain the drainage easements or drainage swales, nor does the County accept any liability for failure by the Whisperwood Homeowners' Association, or their successors in interest, to properly maintain such areas.
5. The owner(s) of any lot created by the Development or alteration thereof and served by a private road or driveway shall be responsible for financing the maintenance of said private road, including associated drainage facilities.
6. Maintenance financing of the private roads, driveways, and associated drainage facilities shall be in a manner determined by the Whisperwood Homeowners' Association or their successors in interest.
7. Should the Whisperwood 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 Whisperwood Homeowners' Association at the time of said termination.
8. In the event such private road or driveway, 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, driveway, and drainage facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
9. The lot owners within this Development 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.
10. The lot owner or his representative shall inform each succeeding purchaser of all drainage easements on the property and of his responsibility for maintaining surface drainage paths and swales within said easements.
11. Owners of lots within the Development who are served by such road or driveway, may sue and recover damages and attorney's fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road, driveway, and drainage facilities construction, financing, and maintenance.
12. **WARNING:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, driveways, 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 or driveway, Spokane County assumes no obligation for said private road or driveway, 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, driveway, or associated drainage facilities.
13. Whenever the Whisperwood 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 Whisperwood 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 Whisperwood Homeowners' Association or their successors in interest.
14. 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.

15. The Whisperwood Homeowners' Association, or their successors in interest, shall maintain all water quality treatment swales ("208 swales") and drainage ditches situated within this Plat, and any portion of a 208 swale situated in the public right-of-way adjacent to this Plat, with a permanent ground cover as specified on the current approved plans on file with the County Engineer's Office. The Whisperwood Homeowners' Association, or their successors in interest, may install approved shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the 208 swales and drainage ditches, as indicated by the current approved plans on file with the County Engineer's Office.

16. Any building that is constructed on a lot in this Development 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. The approved drainage facility shall be constructed in accordance with the approved plans on file at the County Engineer's Office. Any revisions to the approved drainage plans must be approved by the County Engineer's Office prior to construction of said revisions.

17. 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 drainage facilities as provided herein.

AAKER & BERG/WHISPERWOOD, Limited Partnership

[Signature]
S. O. "Bud" Aaker

[Signature]
Randy Berg

LANDRETH CONSTRUCTION, INC.

[Signature]
Scott Landreth, Secretary-Treasurer

[Signature]
Nancy J. Simms, Vice President

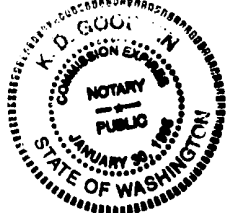
Central Valley School District No. 358, a Municipal Corporation

STATE OF WASHINGTON)
COUNTY OF SPOKANE)^{SS} DATED this 8 day of August, 1994.

On this 8 day of August, 1994, before me personally appeared S.O. "Bud" Aaker and Randy Berg, to me known to be the general partners, of Aaker & Berg/Whisperwood, the Limited Partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that they were authorized to execute said instrument.

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

[Signature]
Notary Public in and for the State of Washington,
residing in Spokane
My commission expires 1/30/96



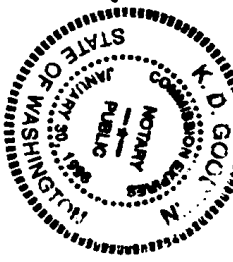
STATE OF WASHINGTON)
COUNTY OF SPOKANE)

On this 8th day of April, 1994, before me

personally appeared Scott Landreth and Nancy J. Simms, to me known to be the Secretary-Treasurer and Vice President, respectively, of Landreth Construction, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that they were authorized to execute said instrument.

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

[Signature]
Notary Public in and for the State of Washington,
residing in Spokane
My commission expires 1/30/96



STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss
On this _____ day of _____, 1994, before me personally appeared _____ and _____ to me known to be the _____

_____ and _____ respectively of Central Valley School District No. 356, the Municipal Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that they were authorized to execute said instrument.

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

Notary Public in and for the State of Washington,
residing in Spokane
My commission expires _____

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FILED OR RECORDED

REQUEST OF

L. A. Gray

AUG 29 9 47 AM '94

WILLIAM

ADDRESSES
SPOKANE, COUNTY, WASH.

Unofficial Document

INTEROFFICE

Attn: D. Butts