

DECLARATION OF COVENANT

In consideration of the approval by Spokane County of WINFIELD PARK PHASE III (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. WINFIELD PARK 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 WINFIELD PARK HOMEOWNERS ASSOCIATION or their successors in interest.
6. Should WINFIELD PARK 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 WINFIELD PARK 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.
10. Whenever WINFIELD PARK 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 WINFIELD PARK 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 WINFIELD PARK 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 drainage facilities as provided herein.

Dated this 20<sup>th</sup> day of Sept, 1994.

RIDGECREST DEVELOPMENTS,  
a Washington General Partnership

By: Robert L. Heitman, Jr.  
ROBERT L. HEITMAN, JR., General Partner

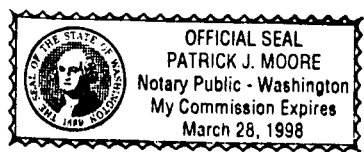
By: Michael D. Hume  
MICHAEL D. HUME, General Partner

STATE OF WASHINGTON )  
                                          ) ss  
County of Spokane )

On this 20<sup>th</sup> day of Sept., 1994, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ROBERT L. HEITMAN, JR. and MICHAEL D. HUME, to me known to be the General Partners of RIDGECREST DEVELOPMENTS, a Washington General Partnership, which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for 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 written.

Patrick J. Moore  
NOTARY PUBLIC in and for the State of Washington, residing at Spokane  
My commission expires 3/28/98



IRLAND PACIFIC ENG'G  
707 WEST 7TH SUITE 200  
SPOKANE WA. 99204

VOL. 1650 PAGE 380

FILED  
RECORDED

SEP 21 8 10 AM '94

W

SPOKANE

Unofficial Document