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Declaration of Covenant

In consideration of the approval by Spokane County of WOODLAND ESTATES (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

This plat is included in a special stormwater management service area established by Resolution 950238 of the Board of County Commission of Spokane County, Washington, and within the service area Spokane County will provide perpetual maintenance of stormwater facilities and appurtenances within Tract A, and any other areas which Spokane County may accept for maintenance. The owner(s), or their successors in interest agree and shall be responsible to pay such rates and charges to the County as fixed through public hearings for service or benefit obtained by the maintenance, operation and replacement of such stormwater facilities and appurtenances.

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 and other maintenance facilities, if not properly maintained by the property owner. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within the drainage easements located on private lots except as defined herein, nor does the County accept any liability for any failure by the lot owner(s) to properly maintain such areas.

Spokane County, through the Special Stormwater Management Service Area agreement is responsible for maintaining Tract A, where maintenance shall include cleaning the drainage structures and pipes, maintaining fences, and periodically cleaning the pond of debris.

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.

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 the public right-of-way adjacent to their respective properties, with a permanent live grass cover as specified on the current approved plans on file at the County Engineer's Office. The property owners may install approved shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the '208' swale and drainage ditches, as indicated by the current approved plans on file with the County Engineer's Office.

The property owner or authorized representative shall inform each succeeding purchaser of all drainage easements on the property and their responsibility for maintaining surface drainage paths and swales within said easements.

Spokane County does not accept the responsibility of maintaining the drainage easements 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 easements in drainage easements on private property.

If the property owner fails to maintain the surface path of natural or man-made drainage flow, or the drainage swale, 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.

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 1% 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 8 day of March, 1995.

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NORTHWOOD PROPERTIES, INC.

Theodore G. Gunning
Theodore G. Gunning, President

Gary L. Gunning
Gary L. Gunning, Vice-President

Theodore G. Gunning
Theodore G. Gunning

Diane D. Gunning
Diane D. Gunning

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE

On this 8th day of March, 1995, before me personally appeared Theodore G. Gunning and Gary L. Gunning, to me known to be the President and Vice-President respectively, of Northwood Properties, Inc. and Theodore G. Gunning and Diane D. Gunning, husband and wife, as the Corporation and individuals who executed the within and foregoing instrument, 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 official seal the day and year first above written.

My commission expires 8-29-96

Karol A. Banks
Notary Public in and for the
State of Washington
Residing at Spokane, WA



FIRST INTERSTATE BANK OF WASHINGTON, N.A.

Kathleen A. Herdlein
Kathleen A. Herdlein, VICE PRESIDENT

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE KING

On this 6th day of March, 1995, before me personally appeared Kathleen A. Herdlein known to be Vice-President of First Interstate Bank of Washington, who executed the within and foregoing instrument and acknowledged the same to be her free and voluntary act and deed for the uses and purposes herein mentioned. The officer on oath stated that she was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

My commission expires 9-9-97

Linda Cole
Notary Public in and for the
State of Washington
Residing at Newcastle, WA



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