

In consideration of the approval by Spokane County of **ARROWHEAD SOUTH P.U.D. (Spokane County File No. P1710)** (hereinafter referred to as the "Plat"), 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. THE ARROWHEAD SOUTH HOMEOWNERS ASSOCIATION or its successors in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans and maintenance procedures on file in the County Engineer's Office.
4. The owner(s) of any lot created by the Plat or alteration thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities, in conformance with approved plans and maintenance procedures on file with the County Engineer's Office.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by THE ARROWHEAD SOUTH HOMEOWNERS ASSOCIATION or their successors in interest.
6. Should THE ARROWHEAD SOUTH 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 THE ARROWHEAD SOUTH 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 Plat who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Plat which is also 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 Plat. By accepting this Plat 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. 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 ARROWHEAD SOUTH 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 ARROWHEAD SOUTH HOMEOWNERS ASSOCIATION or their successors in interest to properly maintain such areas.
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 16th day of MAY, 1994.

ARROWHEAD POINT
A Washington General Partnership

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By: Robert L. Heitman, Jr.
Robert L. Heitman, Jr., Partner

By: Richard C. Nelson
Richard C. Nelson, Partner

By: Rosalie Scott
Rosalie Scott, Partner
by: Robert L. Heitman Jr.
Attorney in Fact
*by R.L.H. Heitman - Jr
in attorney in fact*

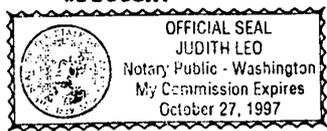
By: Vance Rogers
Vance Rogers, Partner,
by: Robert L. Heitman, Jr
Attorney in Fact
*by R.L.H. Heitman - Jr
in attorney in fact.*

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
County of Spokane) ss

On this 16th day of MAY, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared RICHARD C. NELSON, to me known to be the General Partners of ARROWHEAD POINT, 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.

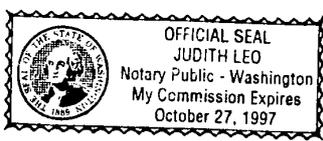


Judith Leo
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires 10-27-97

STATE OF WASHINGTON)
County of Spokane) ss

On this 16th day of MAY, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT L. HEITMAN JR., to me known to be the individual described in and who executed the foregoing instrument for himself and as Attorney in Fact of ROSALIE SCOTT and VANCE ROGERS, also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed as the free and voluntary act and deed of the said ROSALIE SCOTT and VANCE ROGERS for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said ROSALIE SCOTT and VANCE ROGERS are now living.

Given under my hand and official seal the day and year last above written.



Judith Leo
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires 10-27-97

- VOL 1600 Pg. 604A

INTEROFFICE

REQUISITION
FILED ON
REQUISITION

MAY 25 5 55 PM '54

RECEIVED

Unofficial

SPokane, Idaho

Attn: Dave B.