

**DECLARATION OF COVENANT**

In consideration of the approval by Spokane County of Plat # P1570C, AUTUMN CREST 4TH ADDITION (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

1. Spokane County and its authorized agents are hereby granted the right of ingress and egress to, over, and from said easements for the purpose of inspection and emergency maintenance of water quality treatment swales ("208 swales") and other drainage facilities, if not properly maintained by the property owner. Spokane County does not accept the responsibility to inspect or maintain the drainage easements or drainage swales, nor does the County accept any liability for any failure by the lots owners(s) to properly maintain such areas.
2. 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.
3. The property owners within this Plat shall maintain all water quality treatment 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 ground 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 or 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.
4. The property 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.
5. 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 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.
6. If the property owners 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.
7. 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 swales or approved drainage facility, or b) drainage intercepted on the lots 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.

8. The Plat is located within a drainage basin which has been identified by Spokane County as having stormwater runoff problems. Since this Plat is affected by, or is a contributor to stormwater flows, the property owners, or their successors in interest, agree to participate in the planning and implementation of a future basin-wide stormwater management system and/or assessment district. The property owners, or their successors in interest, agree to pay such rates and charges as may be fixed through public hearings, for service or benefit obtained by the planning, design, construction, maintenance, or operation of stormwater control facilities.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 19th day of January, 1996.

LANDRETH CONSTRUCTION, INC.

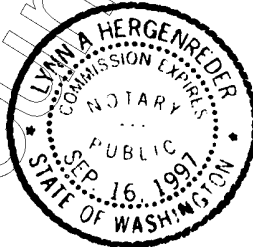
Scott Landreth  
Scott Landreth, President

Dorita M. Wallis  
Dorita M. Wallis, a married woman, as her separate property

Nancy J. Simms  
Nancy J. Simms, Vice President

WASHINGTON MUTUAL BANK,  
a Washington Corporation

BY: [Signature]  
Its: DVP.

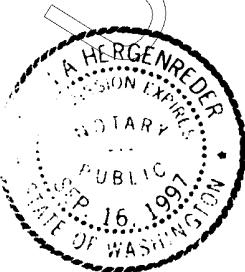


ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
                                  ) ss  
County of Spokane

On this 19th day of January, 19 96 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared SCOTT LANDRETH and NANCY J. SIMMS, to me known to be the President and Vice President of LANDRETH CONSTRUCTION, INC., the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation.

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



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.  
My commission expires 9/16/97

STATE OF WASHINGTON )  
County of Spokane ) ss

I certify that I know or that I have satisfactory evidence that DORITA M. WALLIS, a married women, as her separate property, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as her free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 16<sup>th</sup> day of January, 1996.

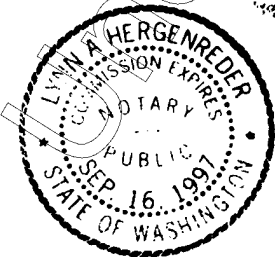


Robert Williams  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 2-14-99

STATE OF WASHINGTON )  
County of Spokane ) ss

On this 19<sup>th</sup> day of January, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Cary E. Morris AP of WASHINGTON MUTUAL BANK, a Washington Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation.

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



[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 9/16/97

VOL. 1818 PAGE 828

FILED OR RECORDED

REQUEST OF

*Lo Long*

JAN 24 11 32 AM '98

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY WASH.  
DEPUTY

Unofficial Copy Document

*Other D & B*