



**AFTER RECORDING RETURN TO:**  
Spokane County Public Works  
Development Engineering Services, 2<sup>nd</sup> Floor  
1026 W. Broadway Ave  
Spokane, WA 99260-0170

**Document Title: Declaration of Covenant**  
Grantors: Paras Construction Inc., A Washington Corporation, the Brookfield Homeowners Association and Washington Trust Bank, A Washington Corporation  
Grantee: Spokane County and The Public  
Abbreviated Legal Description: *Sec. 4, Township 24 N., Range 43 E., W.M.*  
Assessor's Tax Parcel Numbers: 34041.0146, 34041.4214, 34041.4215, 34041.4216, 34041.4217, 34041.4218, 34041.4219  
County Reference No. Plat Number: *PS-1805*

In consideration of the approval by Spokane County of Brookfield 1<sup>st</sup> Addition (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. Brookfield 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 Brookfield Homeowners Association or their successors in interest.
6. Should Brookfield 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 Brookfield 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 Brookfield 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 Brookfield 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 Brookfield 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.

IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 5<sup>th</sup> day of May, 1998.

PARAS CONSTRUCTION, INC.

George J. Paras  
GEORGE J. PARAS (President)

BROOKFIELD HOMEOWNERS ASSOCIATION

George J. Paras  
GEORGE J. PARAS (President)

WASHINGTON TRUST BANK

BY Constance M. Busch  
ITS Vice President

Unofficial Document



ACKNOWLEDGMENT

STATE OF WASHINGTON )  
                                  ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that GEORGE J. PARAS, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PARAS CONSTRUCTION, INC., a Washington corporation to be the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 5 day of May, 1998.

OFFICIAL SEAL  
BETTY L. WACENSKE  
NOTARY PUBLIC - STATE OF WASHINGTON  
COUNTY OF SPOKANE  
My Commission Expires November 15, 2001

Betty L. Wacenske  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 11-15-2001

STATE OF WASHINGTON )  
                                  ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that, GEORGE J. PARAS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the BROOKFIELD HOMEOWNERS ASSOCIATION to be the free and voluntary act of such association, for the uses and purposes stated in the instrument.

DATED this 5 day of May, 1998.

OFFICIAL SEAL  
BETTY L. WACENSKE  
NOTARY PUBLIC - STATE OF WASHINGTON  
COUNTY OF SPOKANE  
My Commission Expires November 15, 2001

Betty L. Wacenske  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 11-15-2001

STATE OF WASHINGTON )  
                                  ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that, Constance M. Bischoff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice President of WASHINGTON TRUST BANK a Washington corporation to be the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 5th day of May, 1998.

OFFICIAL SEAL  
SHARON A. INMAN  
NOTARY PUBLIC - STATE OF WASHINGTON  
COUNTY OF SPOKANE  
My Commission Expires November 30, 2000

Sharon A. Inman  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 11/30/2000.