



**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: Drainage 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 "plat"), undersigned covenants and agrees that:

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, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Brookfield Homeowners Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

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. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, 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.

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

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 swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.



There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

The Brookfield Homeowners Association or its successors in interest shall maintain the drainage facilities, located in common areas and Tract 'E' of Brookfield P.U.D. as recorded in Book 22 of Plats, Pages 31 and 32 in the Spokane County Auditor's Office, in conformance with the approved plans on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses or lawn turf in the '208' swales located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. The Brookfield Homeowners Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Brookfield Homeowners Association, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Brookfield Homeowners Association or their successors in interest, by the County Engineer. 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 Brookfield Homeowners Association or their successors in interest. Should the Brookfield Homeowners Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Brookfield Homeowners Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

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

PARAS CONSTRUCTION, INC.

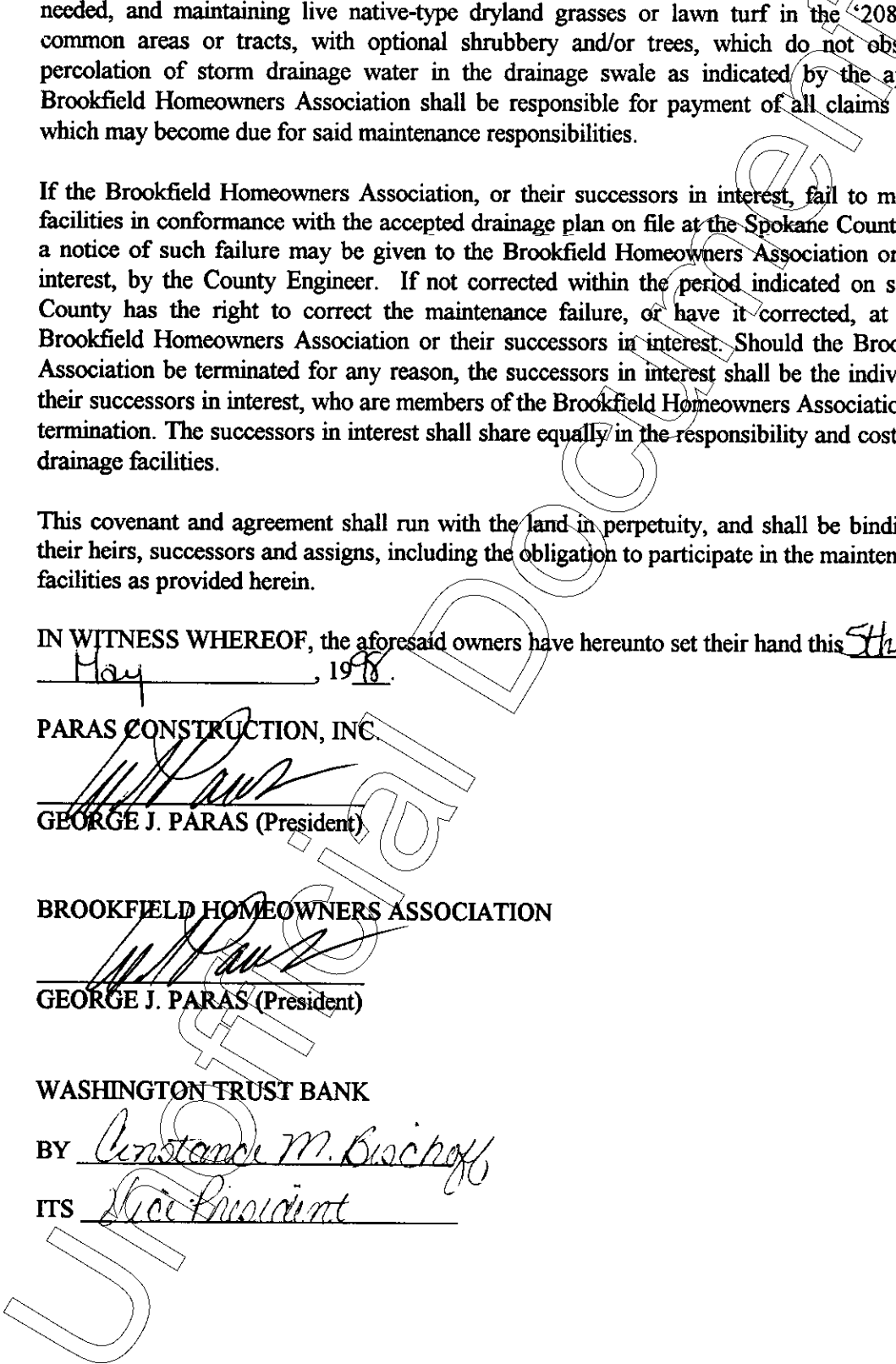
[Signature]  
GEORGE J. PARAS (President)

BROOKFIELD HOMEOWNERS ASSOCIATION

[Signature]  
GEORGE J. PARAS (President)

WASHINGTON TRUST BANK

BY Constance M. Bischoff  
ITS Vice President



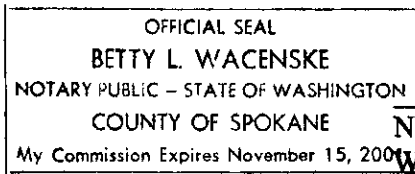


ACKNOWLEDGMENT

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.

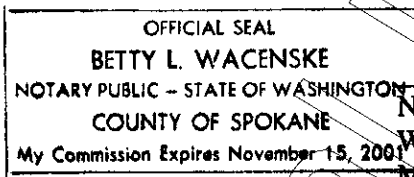


Betty L. Wacenske  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 11-15-2001

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.



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.



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