

DECLARATION OF COVENANT

In consideration of the approval by Spokane county of BROOKFIELD P.U.D. (hereinafter referred to as the "plat"), undersigned covenants and agree that:

THE BROOKFIELD HOMEOWNER'S ASSOCIATION shall maintain the drainage ponds, ditches, and drainage structures within Tracts "A", "C", and "E", and the drainage facilities located within the easements shown in the plat. The drainage ponds shall have a permanent live cover of lawn turf, or native-type dryland grasses, with optional shrubbery and/or trees, which not obstruct the flow and percolation of storm drainage water as indicated by the approved plans. The BROOKFIELD HOMEOWNER'S ASSOCIATION shall be responsible for placement of lawn turf or native-type dryland grasses, and payment of all claims and other liabilities including electrical fees, water fees, mowing, etc., which may become due for said maintenance.

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 drainage facilities, if not properly maintained by the property owner or the BROOKFIELD HOMEOWNER'S ASSOCIATION. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within the plat, nor does the County accept any liability for any failure by the lot 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.

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 courses in drainage easements on private property.

If the property owner or the BROOKFIELD HOMEOWNER'S ASSOCIATION 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(s) or the BROOKFIELD HOMEOWNER'S ASSOCIATION.

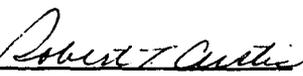
Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall 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. 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 10th day of JUNE 1994.

PARAS CONSTRUCTION, INC.

GEORGE J. PARAS, President


KEVIN B. GUNDER

WASHINGTON TRUST BANK
BY: 
ITS: Vice President.


SANDRA L. GUNDER

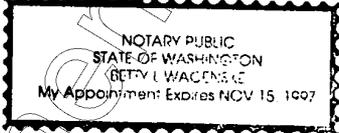
ACKNOWLEDGMENTS

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. to be the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 16th day of June, 1994.

Betty L. Wacenske
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My commission expires: 11-15-97

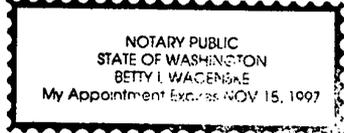


STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that KEVIN B. GUNDER and SANDRA L. GUNDER, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 10th day of June, 1994.

Betty L. Wacenske
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 11-15-97



STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

I certify that I know or that I have satisfactory evidence that Robert T. Curtis is the person who appeared before me, and said person acknowledged that he (she) signed this instrument on oath stated that he (she) was authorized to execute the instrument and acknowledged it as the 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 10th day of June, 1994

Sharon A. Inman
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My commission expires: 11/30/96



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RECEIVED
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REQUISITION

Ex 249

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SPokane, Wash.

INTEROFFICE

Official Document
Mr. Banks