

Declaration of Covenant

In consideration of the approval by Spokane County of CAMBRIDGE KNOLL (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

The Cambridge Knoll Property Owners' Association or their successors in interest shall maintain the drainage facilities and drainage pond within Lot 7 of Block 4 within Cambridge Knoll. The drainage pond shall be maintained in such a manner that the approved design objectives continue to be met. The pond shall be covered with a permanent live cover of lawn turf or dryland grasses. The Cambridge Knoll Property Owners' Association or their successors in interest shall be responsible for payment of all claims and other liabilities which may become due for said tracts, including, but not limited to, electrical and water charges.

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 owners within this plat shall maintain all water quality 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 live grass 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 and 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. If the property owner fails to maintain the surface path or 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.

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 and its authorized agents are hereby granted the right to ingress and egress to, over, and from all public drainage easements and Lot 7 of Block 4 for the purposes of inspection and emergency maintenance of drainage ponds and other maintenance facilities, if not properly maintained by the property owner or the Cambridge Knoll Property Owners' Association or their successors in interest. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within Lot 7 of Block 4, the drainage easements or drainage facilities located on private lots, nor does the County accept any liability for any failure by the lot owner(s) or the Cambridge Knoll Property Owners' Association, or their successors in interest, to properly maintain such areas. Spokane County does not accept 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 Cambridge Knoll Property Owners' 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 Cambridge Knoll Property Owners' Association. 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 Cambridge Knoll Property Owners' 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 I have set my hand:

Ben H. Simpson
Ben H. Simpson, Husband

Helen L. Simpson
Helen L. Simpson, Wife

A.B. Conway McDonald
A.B. Conway McDonald, Husband

Genevieve H. McDonald
Genevieve H. McDonald, Wife

Nancy Auten
of United Security Bank

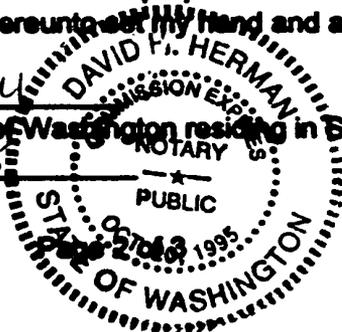
Acknowledgment

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
ss

On this 19 day of July, 1995, before me personally appeared Ben H. Simpson and Helen L. Simpson, husband and wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

David F. Herman
Notary Public in and for the State of Washington residing in Spokane.
My commission expires 10/20/95

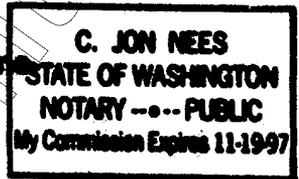


Acknowledgment
STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss

On this 17th day of July, 1995, before me personally appeared A. B. Conway McDonald and Genevieve H. McDonald, husband and wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

C. Jon Nees
Notary Public in and for the State of Washington residing in Spokane
My commission expires 11/19/97



Acknowledgment
STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss

On this 27th day of July, 1995, before me personally appeared Nancy Dutra, to me known to be the Asst. Loan Officer of UNITED SECURITY BANK, the Washington Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Dorothy D. Willard
Notary Public in and for the State of Washington residing in Spokane
My commission expires Aug 1, 1997



Engineers

681 JAN 17 11 20 AM '75

INTEROFFICE

FILED OR RETURNED
REQUEST OF

SEP 13 8 31 AM '95

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

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Unofficial Document