



4422905
 Page: 1 of 3
 10/19/1999 01:08P
 Spokane Co. WA

**After Recording Return To: Spokane County Engineer
 Attn.: Right of Way Department**

Document Title: Drainage Declaration of Covenant
 Grantor(s): Canterbury Terrace L.L.C., A Washington Limited Liability Company
 Grantee: Government, County of Spokane
 Legal Description: Portion. of N½ of NE¼ of Section 29, T. 27 N., R. 43 E.
 Assessor's Tax Parcel Number: 37204.9093, 37204.9095, 37291.9128, 37292.9129
 Reference Number: _____
 Log In Date: July 28, 1999 Requested by: Spokane County Engineer Prepared by: Ed Parry
 Purpose: P1744A RF No(s): 68 Road Name(s): Ballard Drive

**SPOKANE COUNTY DIVISION OF ENGINEERING
 Spokane County, Washington**

DRAINAGE DECLARATION OF COVENANT

IN THE MATTER OF THE PLAT OF CANTERBURY TERRACE, PHASE 2 (Spokane County Project No. PN-1744A) ("the Plat")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, CANTERBURY TERRACE, L.L.C., a Washington State Limited Liability Corporation, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, hereby covenants and agrees that:

The owners of all lots in this subdivision shall be members of the CANTERBURY TERRACE HOMEOWNERS ASSOCIATION, ("the CTHOA") a homeowners association created by document recorded July 14, 1998 by the Secretary of State of the State of Washington under U.B.I. Number 601-888-751 and subject to the Articles of Incorporation and Bylaws thereof.

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, 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 has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

The CTHOA, or its successors in interest shall maintain the drainage facilities, located in common areas and **Tracts A and B of the Plat of Canterbury Terrace Phase 1**, 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 CTHOA shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities. In performing said maintenance activities. The CTHOA shall not be considered an agent of Spokane County.

If the CTHOA, 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 CTHOA, 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 CTHOA or their successors in interest.

Should the CTHOA 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 CTHOA 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 undersigned has caused this instrument to be executed on this 13th day of October, 1999.

CANTERBURY TERRACE, L.L.C.
A Washington Limited Liability Company

UNITED SECURITY BANK

By: [Signature]
STANLEY R. CANTER
Registered Agent

BY: [Signature]
IT'S: Comm'l Loan Officer

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Stanley R. Canter is the person who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Registered Agent of Canterbury Terrace L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 13th day of October, 1999.

[Signature]
NOTARY PUBLIC

In and for the State of Washington,
residing at Spokane
My appointment expires 12-14-2001.



