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Spokane Co. WA

Spokane County Engineers
1026 W. Broadway Ave
Spokane, WA 99260-0170
(509) 477-3600

060304.5-3

Document Title: DECLARATION OF COVENANT

Reference Numbers: PE-1909-02

Legal Description: PTN. SE1/4 SEC.31, T.26N., R.44E., W.M.

Parcel Numbers: 46314.9080

Grantor and Grantee: GUNNING BUILDERS, INC., NORTHWOOD PROPERTIES, INC, a Washington Corporation and THEODORE G. GUNNING AND DIANE D. GUNNING, husband and wife
SPOKANE COUNTY and COLTON COURT HOMEOWNERS ASSOCIATION

In consideration of the approval by Spokane County of COLTON COURT (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. The COLTON COURT 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 the COLTON COURT HOMEOWNERS ASSOCIATION or their successors in interest.
6. Should the COLTON COURT 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 the COLTON COURT 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.*



IN WITNESS WHEREOF, the aforesaid owners have caused their names to be hereunto subscribed this
4 day of May, 2004.

NORTHWOOD PROPERTIES, INC.,
A Washington Corporation

By: Theodore Gunning
Its: Pres.

STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

I certify that I know or that I have satisfactory evidence that Theodore Gunning 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 NORTHWOOD PROPERTIES, 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 4th day of May, 2004



Jacqui A. Ott
NOTARY PUBLIC, in and for the State of Washington residing at Spokane, My Commission expires 4.5.08

IN WITNESS WHEREOF, the aforesaid owners have caused their names to be hereunto subscribed this
4th day of May, 2004

Theodore G. Gunning
THEODORE G. GUNNING

Diane D. Gunning
DIANE D. GUNNING

I certify that I know or have satisfactory evidence that THEODORE G. GUNNING AND DIANE D. GUNNING, Husband and Wife signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes stated in this instrument.

DATED this 4th day of May, 2004



Jacqui A. Ott
NOTARY PUBLIC, in and for the State of Washington residing at Spokane, My Commission expires 4.5.08



10. Whenever the COLTON COURT 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 the COLTON COURT 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 the COLTON COURT 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 undersigned have caused this instrument to be executed on this 24 day of May, 2004

GUNNING BUILDERS, INC.,

By: Diane D. Gunning Sec. Treas.
Theodore L. Gunning

Its: Pres.

STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

Diane Gunning - Secretary Treas.

I certify that I know or that I have satisfactory evidence that Theodore Gunning 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 Secy President of GUNNING BUILDERS, INC., to be the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 24 day of May, 2004



Joel A. Ott
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My Commission expires 4/5/08

Unofficial Document