

AFTER RECORDING RETURN TO:
Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant
Grantor: *North Division Complex, L.L.C.*
Grantee: *Government, County of Spokane; Jesse's Bluff Homeowners Association*
Abbreviated Legal Description: *SW ¼ of Section 13, Township 26 North, Range 42 East, W.M.; Jesses Bluff 2nd Addition*
Assessor's Tax Parcel Numbers: 26133.9111
County Reference No. *P1631B*

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of the Plat of *Jesses Bluff 2nd Addition* (Spokane County Project No. P1631B, 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 and private drainage easements and Tracts 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 *Jesses Bluff Homeowners Association*. Spokane County does not accept the responsibility to inspect or maintain any drainage facilities and/or structures 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 meet the minimum requirements as set forth in the current building code. 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 accepted plans on file at the Spokane County Engineer's Office. Any proposed changes to the accepted road and drainage plans must be accepted 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 lots within this plat are subject to the recommendations regarding basements found in the geotechnical study dated December 1, 2005 and revised December 7, 2005, prepared by Budinger & Associates, and recorded under Auditor's Document Number 5317482 which by reference becomes a part hereof.

The property owners within this plat shall maintain all natural drainage channels, drainage ditches, and water quality swales ('208' swales) situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Property owner(s) maintenance responsibilities shall include, but is not limited to mowing, irrigating, and keeping the area free of debris.

Stormwater runoff from this plat (Jesses Bluff 2nd Addition P1631B) is conveyed through a storm pipe system to disposal and treatment facilities located within Jesses Bluff (P1631), Jesses Bluff 1st Addition (P1631A) and within the offsite easement recorded under auditor's document number 5296745. The Jesses Bluff Homeowners Association or its successors in interest shall maintain all drainage facilities, located in these offsite easements and tracts in conformance with the accepted plans and the Operations and Maintenance Manuals as prepared by CLC Associates Inc. for Jesses Bluff (P1631) and Saywers Engineering for Jesses Bluff 1st Addition (P1631A), each of which are on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; and maintaining live native-type dryland grasses or lawn turf in the pond facilities 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 accepted plans. The Jesses Bluff Homeowners Association is also responsible for removing and disposing of the soils and grass sod located in drainage facilities situated within easements on private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. The Jesses Bluff Homeowners Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Jesses Bluff Homeowners Association, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual, on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Jesses Bluff 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 Jesses Bluff Homeowners Association, or their successors in interest.

Should the Jesses Bluff 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 Jesses Bluff 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.

The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

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 13 day of DECEMBER, 2005.

North Division Complex, L.L.C.
A Washington Limited Liability Corporation

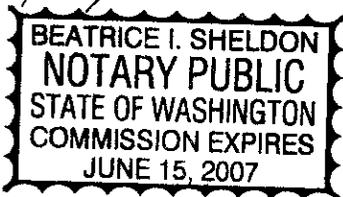
Robert Heitman

By: Robert Heitman
Its: Member

State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Robert Heitman 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 Member of the North Division Complex, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 12/13/05



Beatrice I. Sheldon

Notary Public in and
for the State of Washington.

My Appointment Expires: 6/15/07

Unofficial Document