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DECLARATION OF COVENANT

In consideration of the approval by Spokane County of Plat # P 1772, Laurelhurst Addition (hereinafter referred to as the "Plat"), undersigned covenants and agrees that:

WILLIAM E. DONAHUE
SPOKANE COUNTY WASH.
DEPUTY

1. Spokane County and its authorized agents are hereby granted the right of ingress and egress to, over, and from said easements for the purpose of inspection and emergency maintenance of water quality treatment swales ("208 swales") and other drainage facilities, if not properly maintained by the property owner. Spokane County does not accept the responsibility to inspect or maintain the drainage easements or drainage swales, nor does the County accept any liability for any failure by the lot owner(s) to properly maintain such areas.
2. 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.
3. The property owners within this Plat shall maintain all water quality treatment 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 ground 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.
4. The property owner or his representative shall inform each succeeding purchaser of all drainage easements on the property and of his responsibility for maintaining surface drainage paths and swales within said easements.
5. 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 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.
6. If the property owner 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.
7. 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.

Terrance A. Sullivan
Terrance A. Sullivan
James R. Reugh
James R. Reugh
Mark W. Reugh
Mark W. Reugh

Kathleen L. Sullivan
Kathleen L. Sullivan
Kathy E. Reugh
Kathy E. Reugh

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that Terrance A. Sullivan and Kathleen L. Sullivan, husband and wife, James R. Reugh and Kathy E. Reugh, husband and wife, and Mark W. Reugh, a single man doing business as R & S Land Development Company, 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 20 day of Oct, 1995

Kathleen J. Howard
NOTARY PUBLIC in and for the
State of Washington, residing at *Spokane* My
appointment expires *3-21-97*

