

DECLARATION OF COVENANT

In consideration of the approval by Spokane County of LAZY FOX ESTATES (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 a 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 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.
4. The private road and the associated drainage facilities shall be maintained in conformance with approved plans on file with the County Engineer's Office.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the owners of: (a) the majority of lots served by such private road; ~~(b) the majority of frontage of lots served by such private road;~~ ~~(c) the majority square footage of lots served by such private road;~~ or (d) _____
6. 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 facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
7. 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.
8. **WARNING:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, including 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 associated drainage facilities.
9. This covenant and agreement shall run with the land and shall be binding upon the owner(s), his heirs, successors or assigns, including the obligation to participate in the maintenance of the private road and drainage facilities as provided herein.

[Signature]
OWNER
[Signature]
OWNER
STATE OF WASHINGTON)

[Signature]
OWNER
[Signature]
OWNER

: Dated this 5th day of Nov., 1990

County of Spokane)

On this day personally appeared before me [Signature]

known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of Nov., 1990



[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 9-1-93

STATE OF WASHINGTON)

: Dated this 5th day of Nov., 1990

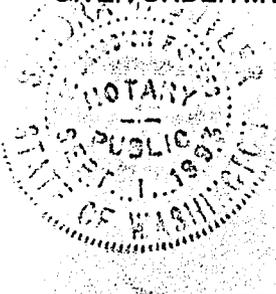
County of Spokane)

On this day personally appeared before me Lisa L. Gerard

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known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of Nov., 1990



Sandra J. Butler
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 9-1-93

STATE OF WASHINGTON)

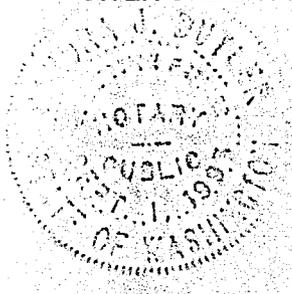
: Dated this 5th day of Nov., 1990

County of Spokane)

On this day personally appeared before me Gary Gerard

known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of Nov., 1990



Sandra J. Butler
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 9-1-93

STATE OF WASHINGTON)

: Dated this 5th day of Nov., 1990

County of Spokane)

On this day personally appeared before me Lisa L. Gerard

known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of Nov., 1990.

RECEIVED
FILED OR RECORDED
REQUEST OF Gary Gerard
Nov 5 1 32 PM '90

Sandra J. Butler
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 9-1-93

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

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