



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

091008.4-5

Grantor: TJH Properties LLC
Grantee: Spokane County
Abbreviated Legal Description: PTN SW ¼ 24, 26, 44 EWM
Assessor's Tax Parcel Number: 46243.9033
County Reference No. P-1996

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

TJH Properties, by and through its managing member Tony Higley, hereby makes this declaration for drainage easements and covenants.

TJH Properties, the Declarant herein, is the owner of real property legally described as:

The North half of the Southwest quarter; the North half of the Southeast quarter of the Southwest quarter; the Southwest quarter of the Southwest quarter except the South 700 feet thereof, and; the West 65 feet of the east 312 feet of the West 1248 feet of the South 700 feet of the Southwest quarter of the Southwest quarter except Lincoln Road in Section 24, Township 26 North, Range 44 E.W.M.

Together with an easement for roadway over the following described property:

The West quarter of the Southwest quarter of the Southeast quarter of section 24, and the South half of the Southeast quarter of the Southwest quarter of Section 24, All in Township 26 North, Range 44 East, W.M.; as a means of egress and ingress to the North half of the Southeast quarter of the Southwest quarter of Section 24, Township 26 North, Range 44 E.W.M.

All subject to items of record; Environmental restrictions; and all situated in the County of Spokane, State of Washington.

In consideration of the approval by Spokane County of the Plat of Lunneborg Ranch Estates (Spokane County Plat # PE – 1996 - 07, hereinafter referred to as the "plat"), the Declarant 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 Lunneborg Ranch Estates 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 June 17, 2008, recorded under Auditors Document Number 5700100 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 natural dispersion area 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 if needed, and keeping the area free of debris.

The Lunnberg Ranch Estates Homeowners Association or its successors in interest shall maintain all drainage facilities, located in common areas, easements, and tracts in conformance with the accepted plans on file at the Spokane County 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 natural dispersion areas located on the individual lots, 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

Lunneborg Ranch Estates 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 Lunneborg Ranch Estates Homeowners Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

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

Should the Lunneborg Ranch Estates 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 Lunneborg Ranch Estates 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.

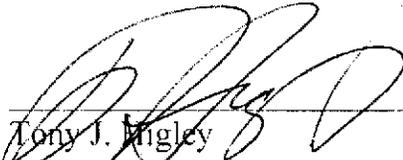
The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

The Declarant, property owners, and Lunneborg Ranch Estates 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 Declarant has hereunto set his hand this 10th day of ~~August~~ September, 2008, at Spokane County, Washington.

TJH Properties, LLC
A Washington Limited Liability Company

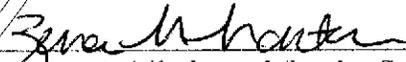


Tony J. Higley
Its Manager

State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Tony J. Higley is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of TJH Properties, LLC to be the free and voluntary act of TJH Properties LLC for the uses and purposes mentioned in the instrument.

Dated 9.10.08



Notary Public in and for the State of
Washington. My Appointment Expires:
10.05.09

