



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

PUD
DECLARATION OF COVENANT

Document Title:

Reference Numbers: P1779

Legal Description: PTN. SW1/4 SEC.20, T.25N., R.45E., W.M.

Parcel Numbers: 55203.9111

Grantor and Grantee: ROBERT V. HEPTON, DAVID A. HEPTON, as Trustee under the testamentary Trust of VIRJIL J. HEPTON AND CLARA A. HEPTON

SPOKANE COUNTY and MEADOWVIEW TERRACE HOMEOWNERS ASSOCIATION

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



10. Whenever the MEADOWVIEW TERRACE 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 MEADOWVIEW TERRACE 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 MEADOWVIEW TERRACE 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 aforesaid owners have caused their names to be hereunto subscribed this 12 day of Feb., 2003.

Robert V. Hepton
ROBERT V. HEPTON As Trustee under the testamentary Trust of VIRJIL J. HEPTON

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that ROBERT V. HEPTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as his free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 12 day of FEBRUARY, 2003

Ronald M. Criscione
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My Commission expires 4/9/03



IN WITNESS WHEREOF, the aforesaid owners have caused their names to be hereunto subscribed this 29 day of July, 2003

David A. Hepton
DAVID A. HEPTON As Trustee under the testamentary Trust of VIRJIL J. HEPTON

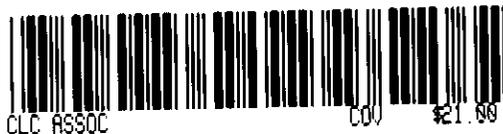
STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that DAVID A. HEPTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as his free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 29 day of July, 2003

Cynthia K. Calvert
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My Commission expires 2/15/07





IN WITNESS WHEREOF, the aforesaid owners have caused their names to be hereunto subscribed this
12 day of Feb, 2003.

CLARA A Hepton
CLARA A. HEPTON

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
County of Spokane)



I certify that I know or that I have satisfactory evidence that CLARA A. HEPTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as his free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 12 day of FEBRUARY, 2003.

Ronald G. Criscione
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My Commission expires 4/9/03

Unofficial Document