

**DECLARATION OF COVENANT**

In consideration of the approval by Spokane County of MORNINGSIDE, PHASE I (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 MORNINGSIDE 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, in conformance with approved plans and maintenance procedures 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 MORNINGSIDE HOMEOWNERS ASSOCIATION or their successors in interest.
6. Should THE MORNINGSIDE 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 MORNINGSIDE 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 MORNINGSIDE 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 MORNINGSIDE 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 MORNINGSIDE HOMEOWNERS ASSOCIATION or their successors in interest.

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.

Unofficial Document

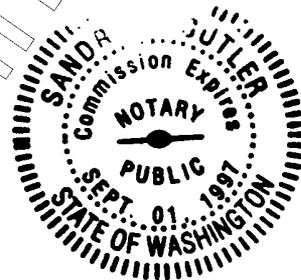


STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that Robert T. Curtis 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 Vice President of WASHINGTON TRUST BANK, a Washington corporation, to be the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 25<sup>th</sup> day of October, 1994.

Sandra J. Butler  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane  
My commission expires 9-1-97

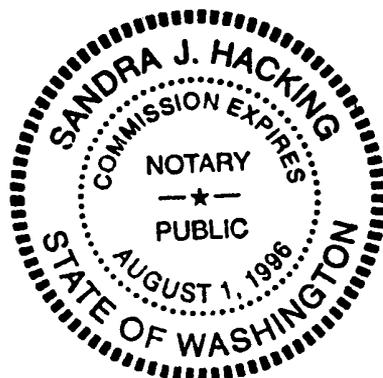


STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that RICHARD B. JARVIS and RUTH L. JARVIS, husband and wife, d/b/a Jay Investments, and JAY M. JARVIS and MEAGAN L. JARVIS, husband and wife, 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 27<sup>th</sup> day of October, 1994.

Sandra J. Hacking  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My commission expires 8-1-96



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RECEIVED  
FILED OR RECORDED

REQUEST OF \_\_\_\_\_

OCT 31 3 37 PM '94

WILLIAMSON  
AND TORR  
SPOKANE COUNTY, WASH.

Unofficial Document

Inland Pacific Eng. Co  
700 W. 7<sup>th</sup> Suite 200  
Spokane 99204