



Spokane County Engineers
1026 W Broadway
Spokane WA 99260-0170
509)477-3600

PUD
DECLARATION OF COVENANT

Document Title

Reference Numbers P1724

Legal Description A Portion of the W 1/2 of Section 30, T.25 N., R.45 E., W.M.
(See Full Legal description on Page 3)

Parcel Number 55302.9073 & 55303.9076

Grantors and Grantees Dahm Development, Inc.

In consideration of the approval by Spokane County of Morningside Phase III

(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 SYCAMORE AT MORNINGSIDE Home Owners 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 alternation 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 SYCAMORE AT MORNINGSIDE Home Owners Association or their successors in interest.
6. Should the SYCAMORE AT MORNINGSIDE Home Owners 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 SYCAMORE AT MORNINGSIDE Home Owners 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 the 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 of 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 SYCAMORE AT MORNINGSIDE
 Home Owners 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 SYCAMORE AT MORNINGSIDE
 Home Owners 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 _____
SYCAMORE AT MORNINGSIDE
 Home Owners Association, 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, no 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.

DAHM DEVELOPMENT, INC.

 OWNER RICHARD T. DAHM, PRESIDENT

OWNER

Dated this 7th day of May, 2002

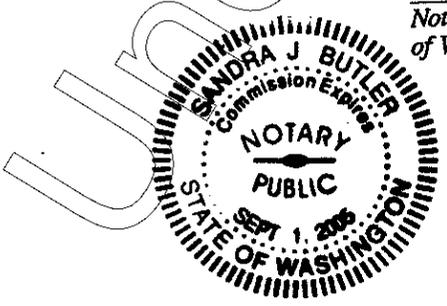
STATE OF WASHINGTON)
) :ss
 County of Spokane)

On this day personally appeared before me, RICHARD T. DAHM, PRESIDENT OF
DAHM DEVELOPMENT, INC., a Washington Corporation

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 7th day of May, 2002.

Sandra J. Butler
 Notary Public in and for the State
 of Washington, residing at Spokane



TAYLOR ENGINEERS COV \$11.00 4723401
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 05/07/2002 01:23P
 Spokane Co, WA



DESCRIPTION:

A PARCEL OF LAND IN THE WEST HALF OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M., AND THE EAST HALF OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 44 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 15, BLOCK 4 OF THE PLAT OF MORNINGSIDE PHASE 1 AS PER PLAT RECORDED IN VOLUME 22 OF PLATS, PAGES 88 AND 89, SPOKANE COUNTY, WASHINGTON;

THENCE ALONG SAID PLAT BOUNDARY LINE, THE FOLLOWING 6 COURSES:

1. SOUTH 46°08'55" WEST, 157.11
 2. NORTH 48°37'23" WEST, 497.89
 3. SOUTH 43°24'35" WEST, 203.63
 4. SOUTH 17°39'04" WEST, 37.48
 5. SOUTH 44°17'05" WEST, 286.48
 6. SOUTH 65°14'27" EAST, 386.08 TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF THE PLAT OF VIEWMONT AT MORNINGSIDE (PUD) AS PER PLAT RECORDED IN BOOK 24, PAGE 48, SPOKANE COUNTY, WASHINGTON;
- THENCE SOUTH 46°37'52" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 157.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHAPMAN ROAD AND THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS SOUTH 35°02'27" EAST, A DISTANCE OF 530.00 FEET;
- THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°15'04", AN ARC DISTANCE OF 252.08 FEET;
- THENCE NORTH 82°12'37" EAST, 212.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS NORTH 07°47'23" WEST, A DISTANCE OF 20.00 FEET;
- THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET;
- THENCE NORTH 07°47'23" WEST, 84.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 82°12'37" WEST, A DISTANCE OF 475.00 FEET;
- THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°12'14", AN ARC DISTANCE OF 76.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 73°00'23" WEST, A DISTANCE OF 20.00 FEET;
- THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 80°47'46", AN ARC DISTANCE OF 28.20 FEET;
- THENCE NORTH 25°04'00" WEST, 36.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS NORTH 07°47'23" WEST, A DISTANCE OF 20.00 FEET;
- THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 108°38'01", AN ARC DISTANCE OF 37.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 63°34'36" WEST, A DISTANCE OF 482.50 FEET;
- THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°31'39", AN ARC DISTANCE OF 71.81 FEET TO THE POINT OF BEGINNING.