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AGENCY

WIL  
SPOKANE COUNTY

RETURN TO:  
Inland Pacific Engineering  
707 W. 7th Avenue Suite 200  
Spokane, WA 99204

**9411150027**

VOL. **1671** PAGE **1331**

### DECLARATION OF COVENANT

In consideration of the approval by Spokane County of MORNINGSIDE, PHASE I (hereinafter referred to as the "plat"), the undersigned covenant and agree that:

The Morningside Homeowners Association shall maintain the drainage facilities and ponds within Tract "A", the private roads, and within drainage easements shown in the Final Plat documents, except those easements on individual lots. Maintenance of drainage facilities and ponds includes, but is not limited to, keeping open and cleaning storm pipes and drainage structures, and maintaining live native-type dryland grasses or turf in the ponds. The Morningside Homeowners Association shall be responsible for payment of all claims and other liabilities which may become due for said tracts, including, but not limited to, electrical and water charges.

Spokane County and its authorized agents are hereby granted the right of ingress and egress to over and from all public drainage easements, for the purpose of inspection and emergency maintenance of drainage swales, ponds, and other maintenance facilities, if not properly maintained by property owner or the Morningside Homeowners Association. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within Tract "A", the drainage easements, private roads, and Common Areas or drainage facilities located on private lots, nor does the County accept any liability for any failure by the lots owner(s) or MORNINGSIDE HOMEOWNERS ASSOCIATION to properly maintain such areas.

The property owners within the 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 owner fails to maintain the surface path of natural or man-made drainage flow, or the drainage swale, 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. The property owner or authorized representative shall inform each succeeding purchaser of all drainage easements on the property and of their responsibility for maintaining surface drainage paths and swales within said easements.

The property owners within this plat shall maintain all water quality swales ('208' swales) and drainage ditches situated on their respective properties, and any portion of a '208' swale situated in the public right of adjacent to their respective properties, with a permanent live grass cover as specified on the current approved plans on file at the County Engineers Office. The property owners may install approved shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the '208' swale and drainage ditches, as indicated by the current approved plans on file with the Spokane County Engineer's Office.

Spokane County does not accept the responsibility of maintaining the drainage easements 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 consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. 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. The approved drainage facility shall be constructed in accordance with the approved plans on file at the County Engineer's Office. Any revisions to the approved drainage plans must be approved by the County Engineer's Office prior to construction of said revisions.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 28<sup>th</sup> day of October, 1994.

DAHM DEVELOPMENT, INC.

WASHINGTON TRUST BANK

Richard T. Dahm  
by Richard T. Dahm, President

Robert T. Curtis  
By: \_\_\_\_\_  
Its: Vice President

Richard B. Jarvis  
RICHARD B. JARVIS

Ruth L. Jarvis  
RUTH L. JARVIS

Jay M. Jarvis  
JAY M. JARVIS

Meagan L. Jarvis  
MEAGAN L. JARVIS

ACKNOWLEDGMENTS

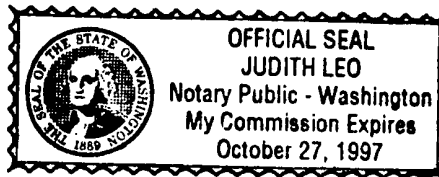
STATE OF WASHINGTON

County of Spokane

On this 26<sup>th</sup> day of October, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared RICHARD T. DAHM, to me known to be the President of DAHM DEVELOPMENT, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation.

Given under my hand and official seal the day and year first above written.

Judith Leo  
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane, My commission expires 10-27-97

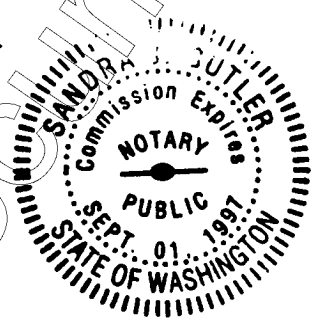


STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that Robert I. 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 28<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

