



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

PUD
DECLARATION OF COVENANT

Document Title
Reference Numbers

Legal Description W. 1/2 of N.W. 1/4 of Sec. 30, T.25N., R.45E., & the E. 1/2
of the N.E. 1/4 of Sec. 25, T.25N., R.44E., W.M.
Parcel Number 55302.9085 & 45251.9081

Grantors and Grantees Summit Properties, Inc.

In consideration of the approval by Spokane County of Morningside Heights 4th Addition

(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 Morningside Heights 4th Addition 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 Morningside Heights 4th Addition

Home Owners Association or their successors in interest.

6. Should the Morningside Heights 4th Addition

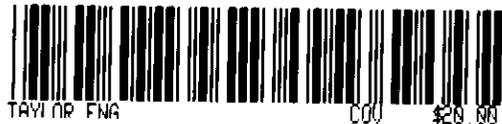
Home Owners Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Morningside Heights 4th Addition

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 Morningside Heights 4th Addition

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 Morningside Heights 4th Addition

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 Morningside Heights 4th Addition

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, 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.

Summit Properties, Inc
OWNER

Richard T. Dahm
OWNER

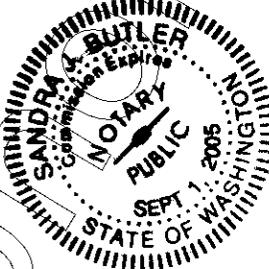
Dated this 11th day of February, 2004

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this day personally appeared before me Richard T. Dahm, President
Summit Properties, Inc.

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 11th day of February, 2004



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

Commission Expires: 09/01/2005