



AFTER RECORDING RETURN TO:

Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant

Grantor: Summit Properties, Inc.

Grantee: Spokane County

Abbreviated Legal Description: NW ¼ of Sec. 30, Township 25 North, Range 45 East, W.M., Morningside Heights 5th Addition

Assessor's Tax Parcel Numbers: 55302.2609

County Reference No. P1962

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of the Plat of *Morningside Heights 5th Addition* (Spokane County Project No. P1962, hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public and private drainage easements and Tracts for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Morningside Heights 3rd Addition Homeowner's Association, to which Morningside Heights 5th Addition has been annexed. Spokane County does not accept the responsibility to inspect or maintain any drainage facilities and/or structures located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners within this 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 owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, 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.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots 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 meet the minimum requirements as set forth in the current building code. 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. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the accepted plans on file at the Spokane County Engineer's Office. Any proposed changes to the accepted road and drainage plans must be accepted by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

If groundwater or mottled soil is encountered during basement excavation, it is Spokane County's recommendation that protective measures that meet the requirements of the current building code, with respect to dampproofing and waterproofing, be implemented as a part of the basement foundation construction.

The lots within this plat are subject to the recommendations regarding basements found in the geotechnical study dated MAY 12, 2006 prepared by BUDINGER ASSOCIATES, AVAILABLE FOR REVIEW AT SPOKANE COUNTY ENGINEER, which by reference becomes a part hereof.

The property owners within this plat shall maintain all natural drainage channels, drainage ditches, and water quality swales ('208' swales) situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Property owner(s) maintenance responsibilities shall include, but is not limited to mowing, irrigating, and keeping the area free of debris.

The Morningside Heights 3rd Addition Homeowner's Association or its successors in interest shall maintain all drainage facilities, located in common areas, easements, and tracts in conformance with the accepted plans and the Operations and Maintenance Manual as prepared by Taylor Engineering, Inc., both of which are on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; and maintaining live native-type dryland grasses or lawn turf in the pond facilities located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the accepted plans. The Morningside Heights 3rd Addition Homeowner's Association is also responsible for removing and disposing of the soils and grass sod located in drainage facilities situated within easements on private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. The Morningside Heights 3rd Addition Homeowner's Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Morningside Heights 3rd Addition Homeowner's Association, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual, on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Morningside Heights 3rd Addition Homeowner's Association, or their successors in interest, by the County Engineer. 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 Morningside Heights 3rd Addition Homeowner's Association, or their successors in interest.

Should the Morningside Heights 3rd Addition Homeowner's 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 3rd Addition Homeowner's Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

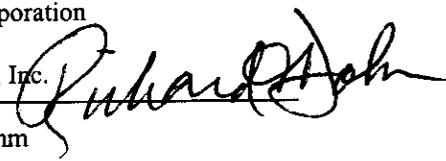
The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 16 day of August, 2006.

COMPANY NAME
A Washington Corporation

Summit Properties, Inc.



By: Richard T. Dahm
Its: President

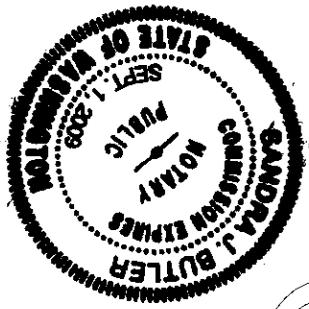
State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Richard T. Dahm 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 the President of Summit Properties Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 8-16-06



Notary Public in and
for the State of Washington.
My Appointment Expires: 9-1-2009



Unofficial Document