

**DECLARATION OF COVENANT FOR PRIVATE ROAD  
REQUIRING MAINTENANCE AND DEDICATION  
TO THE COUNTY WHEN REQUIRED.**

"Declaration of Covenant

"THIS AGREEMENT made and entered into this 28<sup>th</sup> day of April, 1982, by and between the undersigned parties hereto, WITNESSETH:

"WHEREAS these parties are the owners of real property located in Block 1, Lots 1-6, being an Amendment to the Plat of Northwood 2nd Addition, located in Section 31, Township 26 North, Range 44 East, W.M., Spokane County, Washington; said property being more particularly described as follows:

That portion of the Plat of Northwood 2nd Addition as recorded in Book 15 of Plats, pages 41 and 42, Spokane County Auditor's File No. 7908160059, located in the SW 1/4 of Section 31, Township 26 North, Range 44 East, W.M., more particularly described as follows:

Lots 20 through 26, Block 2 of said Plat; together with that portion of Lot 19, Block 2 of said Plat described as follows:

Beginning at the northerly most corner of said Lot 19; thence S29°22'00"W, 20.00 feet; thence S60°38'00"E, 140 feet to a point on the northerly right of way line of Woodview Drive; thence N29°22'00"E along said right of way line 20.00 feet to the easterly most corner of said Lot 19; thence N60°38'00"W, 140.00 feet to the point of beginning.

the undersigned covenants and agrees that:

"1. The owner(s) of the aforescribed property or of any lot which has been or is subsequently created adjacent to said private road shall be responsible for the financing for maintenance and future re-construction of said private road.

"2. Maintenance methods, standards, and financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforescribed property.

"3. Owners of lots within the above referenced plat or future owners of lots created adjacent to said private road who are served by such road, may sue and recover from any owner of any lot served by said private road who refuses to participate in road construction, financing, and maintenance. Such owners who refuse to share the costs under the percentage set forth above shall be liable for any attorney fees.

"4. **WARNING:** Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the property described in this plat. By accepting this plat or subsequently by allowing a building permit to be issued on 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 provide drainage or snow removal on a private road. This requirement is and 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 road as provided herein."

REQUEST OF Adams, Benthis & Clark

MAY 28 3 16 PM '82

VERNON W. O'BENLAND, AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY.

O'BENLAND

W 1803 Maxwell 99201 Attn Christine

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our seal this 28<sup>th</sup> day of April, 1982.

NORTHWOOD PROPERTIES, INCORPORATED

By Theodore G. Gunning  
President

By Diane D. Gunning  
Secretary

Theodore G. Gunning  
Paul G. and Beverly J. Tinning  
By: Theodore G. Gunning  
Attorney in Fact

LINCOLN MUTUAL SAVINGS BANK OF OPPORTUNITY

By Gary D. Ceithfield  
Vice-President

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

On this 28<sup>th</sup> day of April, 1982, before me personally appeared Theodore G. Gunning and Diane D. Gunning to be known to me to be president and secretary, respectively, of Northwood Properties, Inc., and Theodore G. Gunning, Attorney in Fact, for Paul G. Tinning and Beverly J. Tinning, husband and wife, and Gary D. Ceithfield to me known to be the vice president of Lincoln Mutual Savings Bank of Opportunity, the corporations and individuals that executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act and deed for the uses and purposes herein mentioned and each officer stated on oath that they were authorized to execute said instrument and seals affixed are the corporate seals of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28<sup>th</sup> day of April, 1982.

Christine M. Fueston  
Notary Public in and for the  
State of Washington, residing  
at Spokane, Washington.



Notarized Purchasers Acknowledgment of Private Road Maintenance and Construction Responsibilities as Provided by this Ordinance

"Purchasers acknowledgment of private road maintenance and construction responsibility.

"1. (I) (We) have read the foregoing Declaration of Covenant which appears on the same or preceding page on which this statement appears. (I) (We) understand that this Declaration of Covenant requires me to provide for a portion of financing, construction, and maintenance of any private road serving the lot which I am purchasing, and that owners of other lots in this plat adjacent to said private road may sue and recover for those costs which this covenant requires me to pay, plus their damages resulting from my refusal to contribute, plus reasonable attorneys fees.

"2. Further, (I) (We) understand that Spokane County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within or providing service to the above referenced property.

"3. (I) (We) understand that a building permit cannot be issued for construction on the lot I am purchasing until that portion of the private right-of-way serving that lot is constructed to Spokane County improvement standards for final plat private roads."

Ronald H. Sutherland  
Purchaser

Portion of Lots 23 and 24,  
Legal Block 2, Northwood Second  
Addn., Spokane County

Paul S. Tinning  
Purchaser

Portion of Lots 22 and 23,  
Legal Block 2, Northwood Second  
Addn., Spokane County

Beverly J. Tinning

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )ss

RONALD H. SUTHERLAND,  
PAUL G. TINNING, and  
BEVERLY J. TINNING

On this day personally appeared before me known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein stated.

Given under my hand and affixed my official seal this 14<sup>th</sup> day of May, 19 80.

C.R. Anderson

NOTARY PUBLIC in and for the State of Washington, residing at Spokane, Washington.

