

DECLARATION OF COVENANT

In consideration of the approval by Spokane County of **Northwood 5th 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 owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities, in conformance with approved plans on file with the County Engineer's Office.
4. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the owners of:
  - a. the majority of lots served by such private road;
  - b. the majority of frontage of lots served by such private road;
  - c. the majority square footage of lots served by such private road; or
  - d. \_\_\_\_\_.
5. 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.
6. Owners of lots within the Development who are served by such road, may sue and recover damages and attorney's fees from any owner of any lot within the Development which is similarly served who refused to participate in the road and drainage facilities construction, financing, and maintenance.
7. **WARNING:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads including associated drainage facilities, contained within or providing service to the property described in this Development. By accepting this Development 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 establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road or its associated drainage facilities.
8. This covenant and agreement shall run with the land and shall be binding upon the owners, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road and drainage facilities as provided herein.

IN WITNESS WHEREOF we have hereunto set our hand and affixed our seal.

NORTHWOOD PROPERTIES, INC.

By Theodore G. Gunning  
Theodore G. Gunning, President

By Gary L. Gunning  
Gary L. Gunning, Vice President

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FILED OR RECORDED  
AUG 22 3 41 PM '91  
WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.

n 501 Liverpool Blvd  
99202

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**ACKNOWLEDGEMENT**

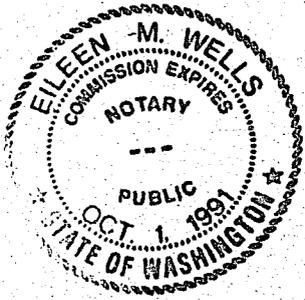
STATE OF WASHINGTON )

County of Spokane )<sup>SS</sup>

On this 23<sup>rd</sup> day of August, 1991, before personally appeared Theodore G. Gunning and Gary L. Gunning, to me known to be the President and Vice President respectively of Northwood Properties, Inc. and individuals who executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act and deed for the uses and purposes therein mentioned and stated on oath that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eileen M. Wells  
Notary Public in and for the State of Washington, residing in Spokane  
My commission expires October 1, 1991



Unofficial Document