



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: Rem-Rock, Inc.  
Grantee: Spokane County and The Estates at Remington Hill Homeowner's Association, Inc.  
Abbreviated Legal Description: That portion of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of S.25, T25N, R44E.  
Assessor's Tax Parcel Numbers: A Portion of Parcel No. 45254.9099  
County Reference Number: P1846B

#### DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of REMINGTON HILL 2ND ADDITION PUD hereinafter referred to as the "plat," undersigned covenants and agrees that:

All drainage facilities for this plat shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. The term "drainage facilities" as stated in these covenants includes, but is not limited to, bioinfiltration ('208') swales, drainage ditches, ponds, drywells, pipes, catchbasins, and culverts. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision that 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.

The property owner(s) within this plat shall be held responsible for keeping open and maintaining the existing surface path of natural or man-made drainage courses, and floodplains, over and across their respective properties

The property owner(s) within this plat shall be responsible for repair, restoration, and perpetual maintenance of bioinfiltration ('208') swales or drainage ditches, situated on their respective properties. This includes any portion situated in a public right-of-way adjacent to their respective properties, as specified in the currently approved and accepted plans on file at the Spokane County Engineer's Office. No structures, including fences, shall be constructed directly over or within a drainage facility without the expressed written consent of the Spokane County Engineer or the Director of the Division of Utilities.

The Estates at Remington Hill Homeowner's Association, Inc. or its successors in interest shall be held responsible for keeping open and maintaining the existing surface path of natural or man-made drainage courses, and floodplains, over and across common areas and tracts.



The Estates at Remington Hill Homeowner's Association, Inc. or its successors in interest shall maintain the drainage facilities located in common areas and tracts, and any hard drainage structures located on an individual property owner's lot which receive runoff from private roads, in conformance with the approved plans on file at the Spokane County Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning bioinfiltration ('208') swales, drainage ditches, ponds, drywells, pipes, catchbasins, and culverts; and the repair, restoration and replacement of drainage structures/facilities as needed. Maintenance of bioinfiltration ('208') swales includes, but is not limited to maintaining permanent ground cover (live, native-type dry land grasses or lawn turf, with optional shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the bioinfiltration ('208') swale as indicated by the approved plans) on all bioinfiltration ('208') swales; removing and disposing of the soil and ground cover in bioinfiltration ('208') swales at such time Spokane County deems necessary, and replacing the soil and ground cover. The Estates at Remington Hill Homeowner's Association, Inc. shall be responsible for payment of all claims and other liabilities that may become due for said maintenance responsibilities.

Spokane County does not accept the responsibility for keeping open and maintaining the existing surface path of a natural or man-made drainage courses, and floodplains on private property, 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 facilities in drainage easements on private property.

Spokane County is responsible for maintaining hard structures inside the public road right-of-way such as drywells, culverts and catchbasins. 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 purposes of inspection and emergency maintenance of drainage facilities if not properly maintained by the property owner(s) or The Estates at Remington Hill Homeowner's Association, Inc. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of the public right-of-way, except in cases where Spokane County specifically assumes that responsibility in writing.

If the property owner(s) 1) fail to keep open and maintain the existing surface path of natural or man-made drainage courses, and floodplains, over and across their respective properties or 2) fail to maintain all bioinfiltration ('208') swales and drainage ditches situated on their respective properties, then a notice of such failure may be given to the property owner(s). Penalties for failure to maintain drainage facilities shall be as stated in Section 9.14.205 of the Spokane County Code, as amended.

If The Estates at Remington Hill Homeowner's Association, Inc., or their successors in interest, 1) fail to keep open and maintain the existing surface path of natural or man-made drainage courses, and floodplains, over and across common areas and tracts or 2) fail to maintain the drainage facilities located in common areas and tracts, and any hard drainage structures located on an individual property owner's lot which receive runoff from private roads, in conformance with the approved plans on file at the Spokane County Engineer's Office, then a notice of such failure may be given to The Estates at Remington Hill Homeowner's Association, Inc., or their successors in interest. Penalties for failure to maintain drainage facilities shall be as stated in Section 9.14.205 of the Spokane County Code, as amended.

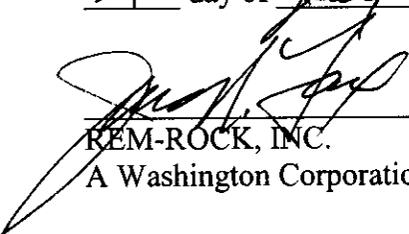
Should The Estates at Remington Hill Homeowner's Association, Inc. be terminated for any reason, the successors in interest shall be the individual lot owner(s), or their successors in interest, who are members of The Estates at Remington Hill Homeowner's Association, Inc. at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

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(s), their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

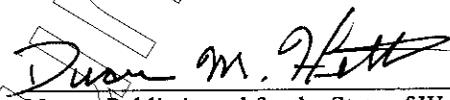
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 24 day of July 2001.

  
\_\_\_\_\_  
REM-ROCK, INC.  
A Washington Corporation

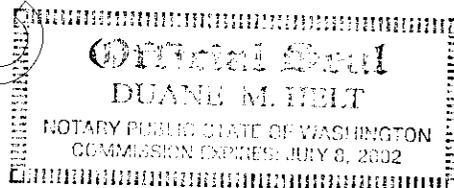
By: James R. Fox  
Its: President  
State of Washington )  
  )ss  
County of Spokane )

I certify that I know or have satisfactory evidence that James R. Fox is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Rem-Rock, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 7/24/01

  
\_\_\_\_\_  
Notary Public in and for the State of Washington.

My Appointment Expires: 7/8/02



Unofficial Document