



### DECLARATION OF COVENANT

In consideration of the approval by Spokane County of VIEWMONT AT MORNINGSIDE - 1724A (hereinafter referred to as the "Plat"), the undersigned covenants and agrees that:

1. The MORNINGSIDE HOMEOWNERS ASSOCIATION or its successors in interest shall maintain the private drainage facilities in Lot 1, Block 3, and Tract "D" in conformance with the approved plans and maintenance program on file in the County Engineer's Office.
2. Should the MORNINGSIDE HOMEOWNERS 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 HOMEOWNERS ASSOCIATION at the time of said termination.
3. Spokane County is hereby granted the right of ingress and egress to all private roads and/or drainage easements, for the purpose of inspection and emergency maintenance of drainage swales, and any other drainage facilities, if not properly maintained by the MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest. Spokane County does not accept the responsibility to inspect and maintain the drainage easements or drainage swales, nor does the County accept any liability for failure by MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest to properly maintain such areas.
4. The lot 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.
5. The property owner or his representative shall inform each succeeding purchaser of all drainage easements on the property and of his responsibility for maintaining surface drainage paths and swales within said easements.
6. The MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest, shall maintain all water quality treatment swales ("208 swales") and drainage ditches situated within this Plat or serving this plat, and any portion of a 208 swale situated in the public right-of-way adjacent to this plat, with a permanent ground cover as specified on the current approved plans on file with the County Engineer's Office. The MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest, may install approved shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the 208 swales and drainage ditches, as indicated by the current approved plans on

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Transportation Engineering  
*DAVE BERT*



file with the County Engineer's Office.

7. 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 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.

8. Whenever the MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest, fail to maintain the drainage facilities in conformance with the approved drainage plan, a notice of such failure may be given to the MORNINGSIDE HOMEOWNERS ASSOCIATION, or their successors in interest, by the County. If not corrected within the period indicated on said notice, the County has the right to correct the maintenance failure, or have it corrected, at the expense of the Homeowner's Association, or their successors in interest.

9. 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 consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. 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 swales or approved drainage facility, or b) drainage intercepted on the lots is disposed of on the lot in an approved drainage facility. The approved drainage facility shall be constructed in accordance with the approved plans on file at the County Engineer's Office. Any revisions to the approved drainage plans must be approved by the County Engineer's Office prior to construction of said revisions.

10. If regulatory requirements are passed subsequent to plan approval, which require the upgrade of any or all drainage facilities, then the MORNINGSIDE HOMEOWNERS ASSOCIATION, is solely liable for all expenses accrued.

11. The MORNINGSIDE HOMEOWNERS ASSOCIATION shall provide for adequate liability insurance of these drainage facilities they are responsible for maintaining.

13. 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.

Unofficial Copy





STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

On this 7th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared CONSTANCE M. BISCHOFF, to me known to be Vice-President of WASHINGTON TRUST BANK, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Given under my hand and official seal the day and year first above written.

*Sharon A. Inman*  
SHARON A. INMAN  
COMMISSION EXPIRES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
NOVEMBER 30, 1996  
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.  
My commission expires 11/30/96

STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

I certify that I know or that I have satisfactory evidence that RICHARD B. JARVIS and RUTH L. JARVIS, husband and wife, d/b/a Jay Investments and JOHN M. JARVIS and MEGAN L. JARVIS, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 3rd day of October, 1996.

*Sandra J. Hacking*  
SANDRA J. HACKING  
COMMISSION EXPIRES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
AUG. 1, 2000  
NOTARY PUBLIC in and for the State of Washington, residing at Spokane  
My commission expires 8-1-2000

