

*Fawcett Const. Inc.
3.3124 Regal #100
Spokane, Wa. 99223*

9004130311

DECLARATION OF COVENANT:

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In consideration of the approval by Spokane County of Whisperwood First 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 the 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 Whisperwood Homeowners' Association or their successors in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
4. The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for financing the maintenance of said private road including associated drainage facilities.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the Whisperwood Homeowners' Association or their successors in interest.
6. Should the Whisperwood 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 Whisperwood Homeowners' Association at the time of said termination.
7. 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.
8. Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road and drainage facilities construction, financing, and maintenance.
9. **WARNING:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads and 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 for 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.
10. Whenever the Whisperwood Homeowners' Association or their successors in interest fail to maintain the drainage facilities in conformance with the approved drainage plan, a notice will be given to the Whisperwood Homeowners' Association or their successors in interest by the County. If not corrected after 10 days, the County has the right to correct the maintenance failure or have it corrected at the expense of the Whisperwood Homeowners' Association or their successors in interest.

11. 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 drainage, 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.

12. 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.

Dated this 27 day of March, 1990.

LANDRETH CONSTRUCTION, INC.

Nancy J. Simms
Vice-President

Scott Landreth
Secretary-Treasurer

STATE OF WASHINGTON)

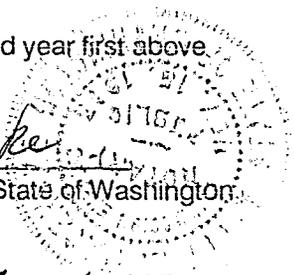
County of Spokane)

On this 27 day of March, 1990, before me personally appeared Scott Landreth and Nancy Simms, to me known to be the Vice-President and Secretary-Treasurer, respectively, of Landreth Construction, Inc., the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation 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 seal the day and year first above written.

Betty Wacoma
Notary Public in and for the State of Washington
residing in Spokane

My commission expires Nov 15, 1993



Unofficial Copy

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REQUEST OF Landreth Const.
Inc.
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SPokane County, Wash.
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SAMPSON