



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: Raymond R. Gunning, Theodore G. Gunning and Diane D. Gunning,
Husband and wife, and Northwood Properties, Inc., a Washington Corporation

Grantee: Spokane County and The Bull Pine - - Woodland Estates Homeowners'
Association

Abbreviated Legal Description: Section 31, Township 26 North, Range 44 East,
NE ¼, Bull Pine - Woodland Estates PUD

Assessor's Tax Parcel Numbers: 46311.9086, 46311.9073, 46311.9074, and
46311.9075

County Reference No. PE-1729F

A. Clauses Normally Applicable to All Plats

In consideration of the approval by Spokane County of Bull Pine – Woodland Estates PUD hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the **Bull Pine - - Woodland Estates Homeowners' Association**. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property 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. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, 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.

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 swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. 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, which 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.

This plat is included in a Special Stormwater Management Service Area (SSMSA) by Resolution _____ of the Board of County Commissioners of Spokane County, Washington. Within this SSMSA Spokane County will provide perpetual maintenance of the stormwater facilities and appurtenances located within **Tract A** of this plat, and any other areas which Spokane County may, in the future, accept for maintenance. The owner(s), or their successors in interest agree and shall be responsible to pay such rates and charges to the County as fixed through public hearings for service or benefit obtained by the maintenance, operation and replacement of such stormwater facilities and appurtenances.

Spokane County, through the SSMSA, is responsible for maintaining the stormwater facilities located within **Tract A** as labeled in the final plat documents. Maintenance shall include cleaning the pipes, manholes, pond bottom and catch basins at such time Spokane County deems necessary.

The **Bull Pine - - Woodland Estates Homeowners' Association** shall maintain stormwater inlets, catchbasins, stormwater piping, culverts and other drainage facilities located in the private roads and drainage easements that connect the plat drainage to the stormwater pond that is located in **Tract A** and the adjacent tract to the west of **Tract A** as indicated by the approved plans. The **Bull Pine - - Woodland Estates Homeowners' Association** shall be responsible for payment of all claims: such as water fees, mowing, cleaning fees, electrical charges and other liabilities which may become due for said maintenance responsibilities.

The **Bull Pine - - Woodland Estates Homeowners' Association** or its successors in interest shall maintain the drainage facilities located in common areas, drainage easements and the private roads in conformance with the approved plans on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses located in common areas or drainage easements. The **Bull Pine - - Woodland Estates Homeowners' Association** shall be responsible for payment of all claims and other liabilities that may become due for said maintenance responsibilities.

If the **Bull Pine - - Woodland Estates Homeowners' Association**, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the **Bull Pine - - Woodland Estates Homeowners' Association**, or their successors in interest, by the County Engineer. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the **Bull Pine - - Woodland Estates Homeowners' Association**, or their successors in interest.

Should the **Bull Pine - - Woodland Estates 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 **Bull Pine - - Woodland Estates Homeowners' Association** at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, 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 15 day of December 1999.

THEODORE G. GUNNING
Theodore G. Gunning Esq. A.I.F.
Gary Gunning
Gary Gunning, Attorney-in-fact

DIANE D. GUNNING
Diane D. Gunning Esq. A.I.F.
Gary Gunning
Gary Gunning, Attorney-in-fact

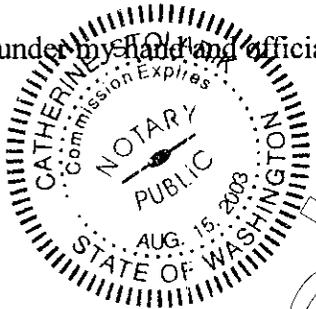
NORTHWOOD PROPERTIES, INC.

Gary Gunning
Gary Gunning, Attorney-in-fact

STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss
)

On this day personally appeared before me, **Gary Gunning** who in his capacity of Attorney-in-fact for Theodore G. Gunning, Diane D. Gunning and Northwood Properties, Inc., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of December, 1999.



Catherine Stolauk
Notary Public In and for the State of
Washington.
My Appointment Expires: 8-15-03

RAYMOND R. GUNNING
Raymond R. Gunning

STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss
)

On this day personally appeared before me, **Raymond R. Gunning** who in his capacity of Attorney-in-fact for Theodore G. Gunning, Diane D. Gunning and Northwood Properties, Inc., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of _____, 1999.

Notary Public In and for the State of
Washington.
My Appointment Expires: _____

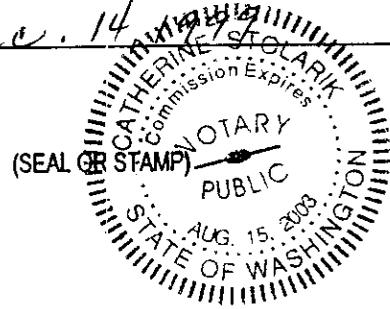


State of Washington

County of Spokane

I certify that I know or have satisfactory evidence that Raymond R. Dinning (NAME OF PERSON) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Dec. 14 2002



Catherine Stolark
(Signature)

Notary Public
Title

My appointment expires 8-15-03

ACKNOWLEDGEMENT - INDIVIDUAL
Form 5998 (Rev. 12-96)

Unofficial Document