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FILED OR RECORDED
REQUEST OF CO 546

SEP 21 3 29 PM '95

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY

Declaration of Covenant VOL. 1774

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INTEROFFICE

In consideration of the approval by Spokane County of PHEASANT RUN (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Through the Storm Drainage Service Area agreement, Spokane County is responsible for maintaining Tract B and the drainage facilities within the public and private roadways within the plat.

The PHEASANT RUN Homeowner's Association shall be responsible for maintaining the drainage ditch located in the easement recorded under Auditor's File No. 9504100287, Vol. 1715, page 652. The PHEASANT RUN Homeowner's Association shall keep the drainage ditch open and clean of debris, and perform any other work necessary to keep it functioning as intended in the design plans, which is on file at the County Engineer's Office under P-1729A.

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 and other maintenance facilities, if not properly maintained by the property owner or the

PHEASANT RUN Homeowner's Association. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within the drainage easements located on private lots except as defined herein, nor does the County accept any liability for any failure by the lot 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.

The property owner or authorized representative shall inform each succeeding purchaser of all drainage easements on the property and their responsibility for maintaining surface drainage paths and swales within said easements.

Spokane County does not accept the responsibility of maintaining the drainage easements 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.

If the property owner or the PHEASANT RUN HOA fails to maintain the surface path of natural or man-made drainage flow, or the drainage swale, a notice of such failure may be given to the property owner(s)/ PHEASANT RUN HOA. 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(s)/ PHEASANT RUN Home Owners Association.

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 3/4 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. 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 20 day of Sept. 1995.

Theodore G Gunning

STATE OF WASHINGTON)
COUNTY OF SPOKANE)ss

I certify that I know or have satisfactory evidence that _____

THEODORE G GUNNING

is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/~~she~~) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-20-95

Karol A. Banks
Notary Public In and for the State of Washington.
My Appointment Expires: 8-29-96

