

SUN WILLOWS DIVISION 7 DRAINAGE COVENANT

GRANTOR: ENDURA HOMES, INC., a Washington corporation

GRANTEE: THE PUBLIC

LEGAL DESCRIPTION: Lots 2-4 inclusive, 9, 11-14 inclusive, 16-27 inclusive, 29-34 inclusive, 36, 38-42 inclusive, and 44-46 inclusive of Sun Willows Div. 7 according to the Plat thereof, recorded in Volume D of plats, page 229, recording number 1622325, records of Franklin County, Washington.

TAX PARCEL ID: 113-302-527 and 34 others listed in Exhibit A hereto.

RECITALS

- A. Endura Homes, Inc., (“EHI”) is the developer of Sun Willows Div. 7 (“Div. 7”) according to the Plat thereof, recorded in Volume D of plats, page 229, recording number 1622325, records of Franklin County, Washington, and EHI currently owns Lots 2-4 inclusive, 9, 11-14 inclusive, 16-27 inclusive, 29-34 inclusive, 36, 38-42 inclusive, and 44-46 inclusive, therein (the “Lots”).
- B. The streets within Div. 7 do not have curbs and gutters and were designed specifically to drain in the manner in which they were constructed.
- C. The construction of curbs or other significant disturbance of the grade near the edge of the streets could alter the drainage pattern and interrupt the flow of surface water, resulting in flooding or other drainage problems.
- D. It is the intention of this covenant to prevent actions by owners subsequent to EHI from hindering the drainage flow as designed.

THEREFORE, it is agreed as follows:

- 1. Owners of the Lots subsequent to EHI covenant and agree that they shall not install curbing along their street frontage.
- 2. Owners of the Lots subsequent to EHI hereby covenant and agree not to significantly alter the finished grade of their property near the street frontage or elsewhere in a manner which would disrupt the flow of surface water without the consent of EHI or its successors or assigns.
- 3. This covenant is enforceable by EHI, its successors and assigns or any other lot owner impacted by its violation. If the violation remains after 30 days written notice, the violation may be abated and the party responsible for the violation

shall be liable for the costs of any suit to collect those costs, including attorneys' fees.

4. This covenant shall run with the land and be binding upon heirs, successors and assigns.

EXHIBIT A

TAX PARCEL NUMBERS

Lot 2:	113-302-527	Lot 3:	113-302-528
Lot 4:	113-302-529	Lot 9:	113-302-534
Lot 11:	113-320-536	Lot 12:	113-302-537
Lot 13:	113-302-538	Lot 14:	113-302-539
Lot 16:	113-302-541	Lot 17:	113-302-542
Lot 18:	113-302-543	Lot 19:	113-302-544
Lot 20:	113-301-545	Lot 21:	113-302-546
Lot 22:	113-302-547	Lot 23:	113-302-548
Lot 24:	113-302-549	Lot 25:	113-302-550
Lot 26:	113-302-551	Lot 27:	113-302-552
Lot 29:	113-302-554	Lot 30:	113-302-555
Lot 31:	113-302-556	Lot 32:	113-302-557
Lot 33:	113-302-558	Lot 34:	113-302-559
Lot 36:	113-302-561	Lot 38:	113-302-563
Lot 39:	113-302-564	Lot 40:	113-302-565
Lot 41:	113-302-566	Lot 42:	113-302-567
Lot 44:	113-302-569	Lot 45:	113-302-570
Lot 46:	113-302-571		

Dated: March 24, 2004

Recorded: March 24, 2004

Recording No.: 1641940