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05/27/1999 03:37P
Spokane Co. WA

After recording return to:

Brian C. Balch
Sperling & Balch
12211 E. Broadway #3
Spokane, WA 99206

Reference # (if applicable): 9407290529
Grantor(s): (1) Ridge at Hangman Homeowners Association
Grantee(s): (1) _____ (2) _____
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description (abbreviated): Ridge at Hangman Phase I, Phase II, Phase III.
Additional legal(s) pg pages _____
Assessor's Tax Parcel ID# _____
052799.4
3

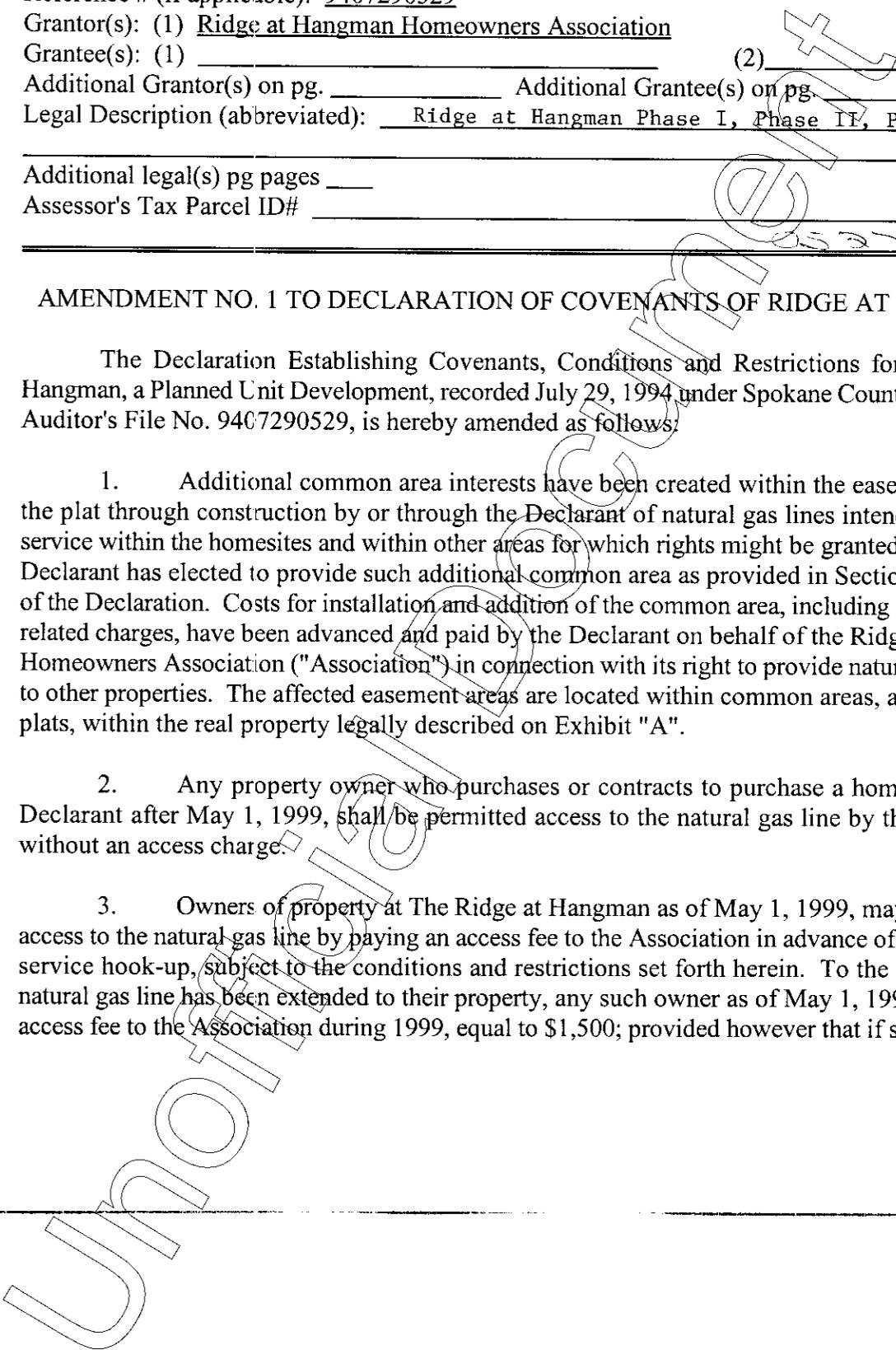
AMENDMENT NO. 1 TO DECLARATION OF COVENANTS OF RIDGE AT HANGMAN

The Declaration Establishing Covenants, Conditions and Restrictions for the Ridge at Hangman, a Planned Unit Development, recorded July 29, 1994 under Spokane County, Washington Auditor's File No. 9407290529, is hereby amended as follows:

1. Additional common area interests have been created within the easement areas for the plat through construction by or through the Declarant of natural gas lines intended to provide service within the homesites and within other areas for which rights might be granted by Declarant. Declarant has elected to provide such additional common area as provided in Sections 6.2 and 6.3 of the Declaration. Costs for installation and addition of the common area, including excavation and related charges, have been advanced and paid by the Declarant on behalf of the Ridge at Hangman Homeowners Association ("Association") in connection with its right to provide natural gas services to other properties. The affected easement areas are located within common areas, as per recorded plats, within the real property legally described on Exhibit "A".

2. Any property owner who purchases or contracts to purchase a homesite from the Declarant after May 1, 1999, shall be permitted access to the natural gas line by the Association without an access charge.

3. Owners of property at The Ridge at Hangman as of May 1, 1999, may be permitted access to the natural gas line by paying an access fee to the Association in advance of any requested service hook-up, subject to the conditions and restrictions set forth herein. To the extent that the natural gas line has been extended to their property, any such owner as of May 1, 1999 may pay an access fee to the Association during 1999, equal to \$1,500; provided however that if such access fee





is paid before May 31, 1999, such access fee shall be reduced to \$1,000. After December 31, 1999, the access fee shall be increased by the amount that the consumer price index for the Spokane area ("CPI") has increased since May 31, 1999, as measured by the CPI as of the month immediately preceding the date on which the property owner hooked-up to the gas line.

The Association shall apply all such access fees received from property owners towards payment of the costs to install the gas services within The Ridge at Hangman. Any future access fees received by the Association for gas hook-ups should be paid to the Declarant by the Association upon receipt, as reimbursement to the Declarant for its expenditures made during 1999 to install natural gas lines within The Ridge at Hangman. Until further notice, said payments shall be made to Ridge Associates, L.P., PO Box 3510, Ketchum, ID 83340.

4. Notwithstanding the above, no property owner shall be required to connect to said natural gas line and any property owner electing not to connect to the natural gas line shall not be charged an access fee in connection with the installation of natural gas lines within The Ridge at Hangman.

5. All owners desiring access to the natural gas line are responsible for any and all additional costs of installing the gas service from the closest location where the gas line has been installed, to their home.

6. Any access payments that are due hereunder are payable on or before the date of hook-up. Any late payments shall bear interest at 12% per annum.

7. Except as provided in this Amendment to Covenants, the original Declaration establishing Covenants, Conditions and Restrictions for the Ridge at Hangman shall remain in full force and effect.

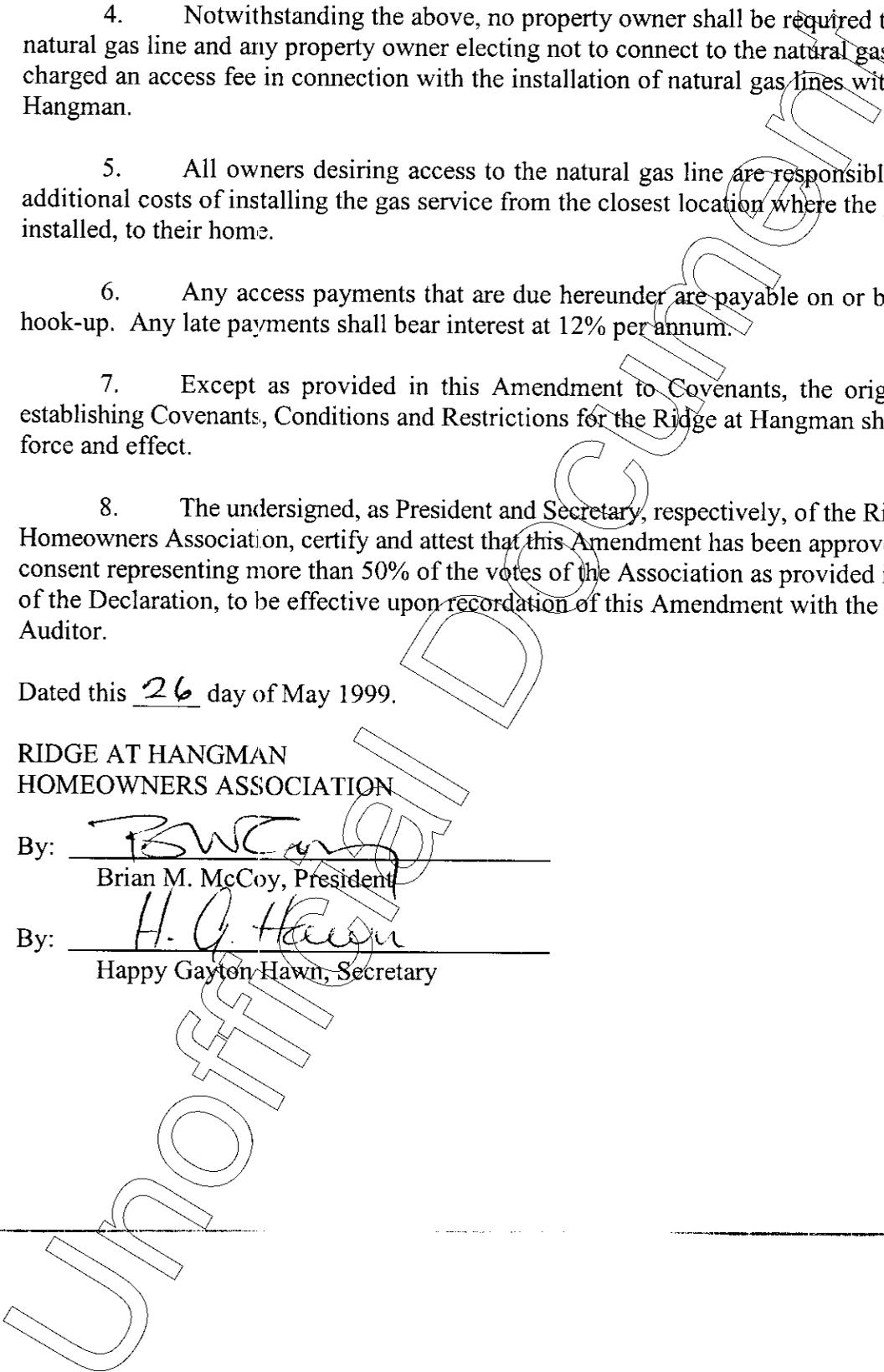
8. The undersigned, as President and Secretary, respectively, of the Ridge at Hangman Homeowners Association, certify and attest that this Amendment has been approved by the written consent representing more than 50% of the votes of the Association as provided in Section 13.2.2 of the Declaration, to be effective upon recordation of this Amendment with the Spokane County Auditor.

Dated this 26 day of May 1999.

RIDGE AT HANGMAN
HOMEOWNERS ASSOCIATION

By: Brian M. McCoy
Brian M. McCoy, President

By: Happy Gayton Hawn
Happy Gayton Hawn, Secretary





STATE OF IDAHO)
)ss
COUNTY OF BLAINE)

On this 26 day of May 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian M. McCoy and Happy Gayton Hawn, to me known to be the President and Secretary of the Ridge at Hangman Homeowners Association, the corporation that executed the 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 they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year last above written.



[Signature]
Notary Public in and for the State of Idaho
residing at Hailey
My commission expires: 11/16/2001
DECKY BLASSEN
Print Name

Unofficial Document