

DECLARATION OF COVENANT

In consideration of the approval by Spokane County of THE RIDGE AT HANGMAN, PHASE II (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 RIDGE AT HANGMAN 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 maintenance of said private road, including associated drainage facilities, in conformance with approved plans and maintenance procedures on file with the County Engineer's Office.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION or their successors in interest.
6. Should THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION be terminated for any reasons, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of THE RIDGE AT HANGMAN 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

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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 RIDGE AT HANGMAN 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 RIDGE AT HANGMAN 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 RIDGE AT HANGMAN 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.

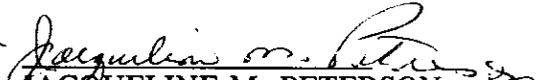
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this _____ day of _____, 19__.

RIDGE ASSOCIATES LIMITED PARTNERSHIP

BY: SEABOARD CORPORATION, General Partner


Brian M. McCoy, President


JOHN R. PETERSON


JACQUELINE M. PETERSON



FELGENHAUER FAMILY LIMITED PARTNERSHIP
a Washington Limited Partnership

Jack Felgenhauer
Jack R. Felgenhauer, General Partner



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Robert H. Tomlinson

ROBERT H. TOMLINSON, Co-Trustee of the Tomlinson Agency South, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustee of the Tomlinson Agency North, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustee of the Tomlinson Consulting, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, and Co-Trustee of the Tomlinson Valley, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust

Fred P. Meyer

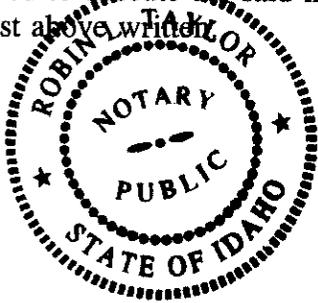
FRED P. MEYER, Co-Trustee of the Tomlinson Agency South, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustee of the Tomlinson Agency North, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustee of the Tomlinson Consulting, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, and Co-Trustee of the Tomlinson Valley, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust

Unofficial Document

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
County of BLAINE)

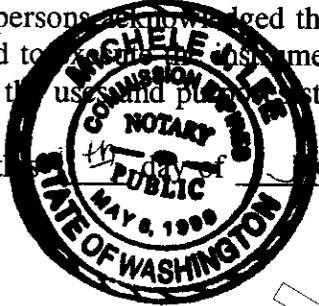
On this 8th day of JULY, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared BRIAN M. McCOY, to me known to be the President of SEABOARD CORPORATION, the corporation that as General Partner of RIDGE ASSOCIATES LIMITED PARTNERSHIP executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument. Given under my hand and official seal the day and year first above written.



Robin Taylor
NOTARY PUBLIC, in and for the State of
Idaho, residing at HAILEY
My commission expires 3/9/98

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that JOHN R. PETERSON and JACQUELINE M. PETERSON, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.



DATED this 11th day of July, 1996.

Michele J. Bee
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 5-8-99



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Unofficial Document

STATE OF WASHINGTON)
) ss
County of Spokane)



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On this 10th day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JACK R. FELGENHAUER that as General Partner of the FELGENHAUER FAMILY LIMITED PARTNERSHIP executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument. Given under my hand and official seal the day and year first above written.

DATED this 10th day of July, 1996.

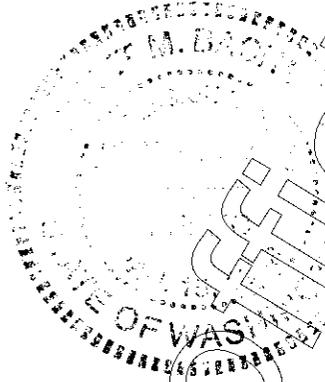


Brian C. Balch
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 3/25/99

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or have satisfactory evidence that ROBERT H. TOMLINSON and FRED P. MEYER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Co-Trustees of the Tomlinson Agency South, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustees of the Tomlinson Agency North, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustees of the Tomlinson Consulting, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, Co-Trustees of the Tomlinson Valley, Inc. amended and restated Employees' 401(k) Profit Sharing Plan and Trust, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of July, 1996.



M. Bachman
NOTARY PUBLIC, in and for the State
of Washington, residing at Spokane.
My commission expires 1-15-98