

DECLARATION OF COVENANT

In consideration of the approval by Spokane County of THE RIDGE AT HANGMAN, PHASE II (hereinafter referred to as the "plat"), the undersigned covenant and agree that:

THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION shall maintain the drainage facilities and ponds within the Common Areas, the private roads, and drainage easements shown in the Final Plat documents. Maintenance of drainage facilities and ponds includes, but is not limited to, keeping open and cleaning storm pipes and drainage structures, and maintaining live native-type dryland grasses or turf in the ponds. No structures or fences shall be constructed within a drainage easement which may restrict or obstruct the flow of stormwater. THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION shall be responsible for payment of all claims and other liabilities which may become due for said tracts, including, but not limited to, electrical and water charges.

Spokane County and its authorized agents are hereby granted the right of ingress and egress to over and from all public drainage easements, for the purpose of inspection and emergency maintenance of drainage swales, ponds, and any maintenance facilities, if not properly maintained by property owner or THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION. Spokane County does not accept the responsibility to inspect or maintain the drainage facilities within the drainage easements, private roads, and Common Areas or drainage facilities located on private lots, nor does the County accept any liability for failure by the lots owner(s) or THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION to properly maintain such areas.

The property owners within the 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 owner fails to maintain the surface path of natural or man-made flow, or the drainage swale, a notice of such failure may be give 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. The property owner or authorized representative shall inform each succeeding purchaser of all drainage easements on the property and of his responsibility for maintaining surface drainage paths and swales within said easements.

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. 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.



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Co Eng
Alin K. B. B.

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

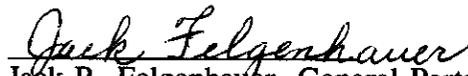


JOHN R. PETERSON

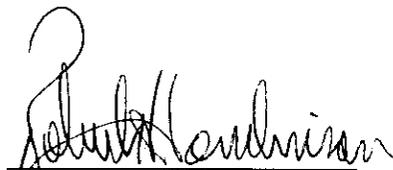


JACQUELINE M. PETERSON

FELGENHAUER FAMILY LIMITED PARTNERSHIP
a Washington Limited Partnership



Jack R. Felgenhauer, General Partner



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, 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



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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.



Robert 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. Lee
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 5.8.99

Unofficial Document

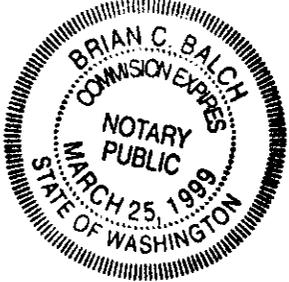
STATE OF WASHINGTON)
) ss
County of Spokane)



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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

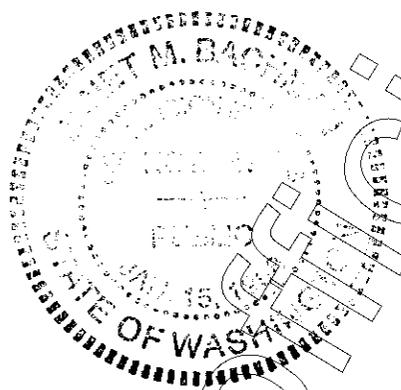


Brian C. Balch
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires 3/25/99

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



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

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