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Indexing Data	
<b>Document Title</b>	- Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ridge at Hangman
<b>Grantors</b>	- Ridge at Hangman Homeowners Association
<b>Grantees</b>	- The Public
<b>Abbreviated Legal Description</b>	- All Lots and Blocks in Phases I-VIII of the Ridge at Hangman; Ptns. of SE1/4 Sec 21, SW1/4 Sec 24, Sec. 28, NE1/4 Sec 29, NW1/4, & NE1/4 & SE1/4 Sec 32, NE1/4 & NW1/4 & SE1/4 Sec 33, T24N R43E Complete description on Exhibit A
<b>Documents Affected</b>	- First Amended and Restated Declaration Establishing Covenants, Conditions and Restrictions for The Ridge at Hangman, AF# 5030732, Amendment No. 1, AF# 5228545, Amendment No. 2, AF# 5407434, Amendment No. 3, AF# 5509064, Amendment No. 4, AF# 5596918, Amendment No. 5, AF# 5664348, Amendment No. 6, AF #5746929, and Amendment No. 7, AF# 5823905
<b>Parcel Nos</b>	- 34214.4507, 34214.4509, 34214.4510, 34214.4803, 34214.4813, 34216.4506, 34216.4508, 34281.4501, 34281.4502, 34281.4503, 34281.4504, 34281.4505, 34281.4511, 34281.4512, 34281.4701, 34281.4703, 34282.3501, 34282.3502, 34282.3503, 34282.3504, 34282.3505, 34282.3506, 34282.3506, 34282.3507, 34282.3508, 34282.3509, 34282.3510, 34282.3511, 34282.3512, 34282.3513, 34282.3514, 34282.3517, 34282.3519, 34282.3602, 34282.3603, 34282.3604, 34282.3605, 34282.3606, 34282.3607, 34282.3608, 34282.3609, 34282.3610, 34282.3703, 34282.3803, 34282.3804, 34282.3807, 34282.3808, 34282.3809, 34282.3901, 34282.3902, 34282.3903, 34282.4001, 34282.4003, 34282.4101, 34282.4102, 34282.4103, 34282.4104, 34282.4105, 34282.4106, 34282.4107, 34282.4108, 34282.4109, 34282.4110, 34282.4201, 34282.4202, 34282.4203, 34282.4204, 34282.4401, 34282.4402, 34282.4403, 34282.4410, 34282.4411, 34282.4412, 34282.4601, 34282.4602, 34282.4603, 34282.4604, 34282.4605, 34282.4606, 34282.4607, 34282.4608, 34282.4609, 34282.4610, 34282.4611, 34282.4612, 34282.4613, 34282.4614, 34282.4615, 34282.4616, 34282.4617, 34282.4618, 34282.4619, 34282.4620, 34282.4804, 34282.4805, 34282.4807, 34282.4808, 34282.4809, 34282.4810, 34282.4811, 34282.4812, 34283.2504, 34283.2507, 34283.2508, 34283.2509, 34283.2510, 34283.2513, 34283.2514, 34283.2517, 34283.2606, 34283.2610, 34283.2611, 34283.2703, 34283.2705, 34283.2706, 34283.2804, 34283.2805, 34283.3101, 34283.3102, 34283.3104, 34283.3106, 34283.3107, 34283.3108, 34283.3109, 34283.3110, 34283.3111, 34283.3212, 34283.3302, 34283.3303, 34283.3304, 34283.3306, 34283.3307, 34283.3309, 34283.3311, 34283.3312, 34283.3405, 34284.2511, 34284.2511, 34284.3001, 34284.3002, 34284.3003, 34284.3004, 34284.3005, 34284.3006, 34284.3007, 34285.3515, 34285.3516, 34285.3518, 34285.3601, 34285.3701, 34285.3702, 34285.3801, 34285.3802, 34285.3809, 34285.4002, 34285.4205, 34285.4206, 34285.4513, 34285.4702, 34286.4806, 34291.0101, 34291.0102, 34291.0103, 34321.1001, 34321.1002, 34321.1003, 34321.1004, 34321.4301, 34321.4302, 34321.4303, 34321.4304, 34321.4305, 34321.4306, 34321.4307, 34321.4308, 34321.4309, 34321.4310, 34321.4311, 34321.4312, 34321.4317, 34322.4405, 34322.4406, 34324.0901, 34324.0914, 34324.0915, 34325.4407, 34325.4413, 34326.4315, 34326.4316, 34326.4404, 34326.4408, 34326.4409, 34331.0102, 34331.0302, 34331.0303, 34331.0304, 34331.0305, 34331.0306, 34331.0307, 34331.0401, 34331.0402, 34331.0403, 34331.0405, 34331.0406, 34331.0407, 34331.0408, 34331.0701, 34331.0706, 34331.0707, 34331.1101, 34331.1102, 34331.1103, 34331.1104, 34331.1105, 34331.1106, 34331.1107, 34331.1201, 34331.1202, 34331.1203, 34331.1204, 34331.1205, 34331.1206, 34331.1301, 34331.1302, 34331.1303, 34331.1304, 34331.1305, 34331.1306, 34331.1307, 34331.1308, 34331.1309, 34331.1310, 34331.1311, 34331.1312, 34331.1313, 34331.1314, 34331.1401, 34331.1402, 34331.1403, 34331.1404, 34331.1405, 34331.1406, 34332.0101, 34332.0201, 34332.0202, 34332.0203, 34332.0301, 34332.0409, 34332.0704, 34332.0705, 34332.0801, 34332.0802, 34332.0803, 34332.0804, 34332.0902, 34332.0903, 34332.0904, 34332.0905, 34332.0906, 34332.0907, 34332.0908, 34332.0909, 34332.0910, 34332.0911, 34332.0912, 34332.0913, 34332.1005, 34332.1006, 34332.1007, 34332.1008, 34332.1009, 34332.1010, 34332.1011, 34332.1012, 34332.1013, 34332.1501, 34332.1502, 34332.1503, 34332.1504, 34332.1505, 34332.1506, 34332.1507, 34332.1508, 34332.1509, 34332.1510, 34332.1511, 34332.1512, 34332.1513, 34332.1514, 34332.1515, 34332.1516, 34332.1601, 34332.1602, 34332.1603, 34332.1604, 34332.1605, 34332.1606, 34332.1607, 34332.1608, 34332.1609, 34332.1610, 34332.1611, 34332.1612, 34332.1613, 34332.1614, 34332.1615, 34332.1616, 34332.1617, 34334.0702, 34334.0703, 34336.0501, 34336.0601, 34336.4313, 34336.4314

## Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ridge at Hangman

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**SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RIDGE AT HANGMAN**

This declaration is made as of June 30, 2017 by RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation ("Association").

Developers (as that term is defined in Section 3.14).and Declarants (as that term is defined in Section 3.12) executed a Declaration Establishing Covenants, Conditions and Restrictions for The Ridge at Hangman, recorded in the Office of the Spokane County, Washington Auditor on July 29, 1994 under recording number 9407290529, as modified and amended by a Supplemental Declaration recorded August 14, 1996 as recording number 4025215, Amendment No. 1 recorded May 27, 1999 as recording number 4373127, and Amendment No. 2 recorded December 27, 1999 as recording number 4443254. Said recorded Declaration, together with its three prior amendments is referred to collectively as the "Declaration." The Declaration was amended and superseded in its entirety by the First Amended and Restated Declaration Establishing Covenants, Conditions and Restrictions for The Ridge at Hangman recorded February 4, 2004 as Spokane County, Washington Auditor's File No. 5030732 as modified and amended by Amendment No. 1 recorded June 9, 2005 as Spokane County Washington Auditor's File No. 5228545, Amendment No. 2 to the Declaration recorded July 17, 2006 as Spokane County, Washington Auditor's File No. 5407434, Amendment No. 3 to the Declaration recorded March 14, 2007 as Spokane County, Washington Auditor's File No. 5509064, Amendment No. 4 to the Declaration recorded October 5, 2007 as Spokane County, Washington Auditor's File No. 5596918, Amendment No. 5 to the Declaration recorded April 16, 2008 as Spokane County, Washington Auditor's File No. 5664348, Amendment No. 6 to the Declaration recorded January 2, 2009 as Spokane County, Washington Auditor's File No. 5746929, and Amendment No. 7 to the Declaration recorded August 12, 2009 as Spokane County, Washington Auditor's File No. 5823905 (collectively the "First Restated Declaration"). The Association is a nonprofit corporation organized as a homeowners association with rights, duties and responsibilities under the First Restated Declaration.

Pursuant to Section 13.2.2 of the First Restated Declaration, the First Restated Declaration (i) is amended and superseded in its entirety by this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ridge at Hangman (this "Restated Declaration"), and (ii) is being executed by the President and Secretary of the Association, certifying and attesting that this Restated Declaration has been approved by the written consent of Owners representing more than 50% of the votes of the Association. Article XIII is restated in its entirety, without amendment. This Restated Declaration shall be effective upon its recordation with the Spokane County, Washington Auditor, but benefits and burdens of this Restated Declaration shall relate back to the date of recording of the Declaration. Upon recordation, this Restated Declaration will supersede



the First Restated Declaration in its entirety and the First Restated Declaration, including all amendments thereto executed prior to the effective date of this Restated Declaration, shall be of no continuing effect.

The real property covered by this Restated Declaration is legally described on Exhibit "A" attached hereto.

## ARTICLE I: RECITALS

1.1 Real Property Description. Developers are the developers of real property located in Spokane County, Washington, commonly known as The Ridge at Hangman, located in Spokane County, Washington, as described on Exhibits "A," "B" and "C" attached hereto.

1.2 Development. Developers have developed said real property, which is made subject to this Restated Declaration, in phases, generally in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the County of Spokane and the State of Washington. In order to facilitate the phased development of said real property, Developers have recorded Supplemental Declarations and Amendments, which subjected portions of said real property to this Restated Declaration upon approval under said zoning and subdivision ordinances and regulations. The property described in Exhibit "A" attached hereto and incorporated herein by this reference is subject to this Restated Declaration.

Upon recordation of this Restated Declaration, Developers and Association, as successor to the Declarants, desire to submit and subject the real property described on Exhibit "A" attached hereto, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which constitute a part of the "Property" as hereinafter defined), to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein. The Association on behalf of itself and all Owners, and as successor to the Declarants, and the Developers further desire to continue the plan of development implemented by the Developers pursuant to, and under the authority of, the Declaration and the First Restated Declaration, each as amended and restated.

The Association, on behalf of itself and all Owners and as successor to the Declarants, and the Developers deem it desirable to establish covenants, conditions and restrictions upon the Property and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing the quality of life within the Property.

The Association, on behalf of itself and all Owners and as successor to the Declarants, and the Developers, also deem it desirable for the efficient management of the Property to continue the owners' association which has been delegated and assigned the powers of owning, managing, maintaining and administering the common areas within the Property; administering and enforcing these covenants, conditions, restrictions and easements; collecting and disbursing funds pursuant to the Assessments and charges hereinafter created; and the performance of such other acts as are herein provided or which generally benefit its members, the Property, and the owners of any interests therein.

The Ridge at Hangman Homeowners Association, a nonprofit corporation, has been incorporated under the laws of the State of Washington for the purpose of exercising the powers and functions of a homeowners association for the Property.

The Association, on behalf of itself and all Owners and as successor to the Declarants, and the Developers desire and intend that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth herein and in the Declaration, as amended and restated, all of which are declared to be in furtherance of a plan to promote and protect the Property.

1.3 Conditions. Any development plans for any of the real property now or hereafter covered by this Restated Declaration, in existence prior to or following the effective date of this Restated Declaration, are subject to change at any time by Developers, in Developers' sole discretion, and impose no obligations on the Developers, or any of them, as to how said real property is to be developed or improved. Any purchaser of a Building Lot within a Parcel acknowledges that said Building Lot is subject to the above-referenced zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations, and approvals hereunder as may be in effect or as may from time to time be imposed. Said purchaser acknowledges familiarity with the same, constructively or otherwise.

1.4 Other Declarations. There may be other declarations, as amended or restated, with respect to other real property which may utilize or make reference to the word "Hangman". The same shall not be confused with, nor shall the same have any force or effect upon The Ridge at Hangman or this Restated Declaration.

1.5 Purpose. The purpose of this Restated Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to the real property now or hereafter covered by this Restated Declaration. The Restrictions are designed to preserve the value, desirability and attractiveness of said real property, to ensure a well-integrated, high-quality

development, and to guarantee adequate maintenance of any common area and improvements thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

The Association, as successor to the Declarants, and the Developers hereby declare that the real property under the jurisdiction hereof described on Exhibit "A," and as provided herein, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in said real property or any lot, parcel or portion thereof; shall inure to the benefit of and be binding upon the Association, the Developers, their respective successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Developer, by any Owner or such Owner's successors in interest, or by the Association, as hereinafter defined, against any other Owner, tenant or occupant of said real property.

Notwithstanding the foregoing, no provision of this Restated Declaration shall be construed so as to prevent or limit Developers' right to complete development of said real property and to construct improvements thereon, nor Developers' right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, including any Common Area or any public right-of-way, nor Developer's right to post signs incidental to construction, sales or leasing, nor Developers' right to modify plans for said property.

## ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Developers or the Association pursuant to Article X hereof, and may be referred to herein and in the Design Guidelines as the "Committee."

3.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.3 "Assessments" shall mean those payments required of Owners, excluding Developers, including Regular, Special and Limited Assessments of the Association as further defined in this Restated Declaration.

3.4 "Association" shall mean The Ridge at Hangman Homeowners Association, a Washington non-profit corporation, its successors and assigns, established by Developers to exercise the powers and to carry out the duties set forth in this Restated Declaration or any Supplemental Declaration.

3.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines, suspensions, and forfeitures as allowed by law for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.6 "Board" shall mean the Board of Trustees or other governing board or individual, if applicable, of the Association.

3.7 "Building Envelope" shall mean that portion of each Building Lot within which the entire Building Footprint shall be constructed. The Building Envelope for each Building Lot shall be designated on a map prepared by and kept on file by the Architectural Committee. Approval of the Architectural Committee will be necessary, if any portion of the Building Footprint is to be constructed outside of the designated Building Envelope.

3.8 "Building Footprint" shall mean the area of a Building Lot which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building, including attached garages and enclosed decks, porches, solariums, and similar enclosed extensions, attachments and accessory structures. Not included in the footprint are unenclosed portions or extensions of buildings including but not limited to unenclosed decks, porches, porte cocheres, eaves and roof overhangs.

3.9 "Building Lot" shall mean one or more lots within a Parcel as specified or shown on any Plat and/or by any Supplemental Declaration, upon which a dwelling unit may be constructed. With respect to Association voting rights, Building Lot shall also mean a lot so specified on any final Plat or on any preliminary Plat of the Property.

3.10 "Bylaws" shall mean the Bylaws of the Association.

3.11 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners. Common Area may be established from time to time by Developers on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Restated Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights.

3.12 "Declarants" shall mean SEABOARD WASHINGTON LIMITED PARTNERSHIP, a Washington limited partnership, RIDGE ASSOCIATES LIMITED

PARTNERSHIP, an Idaho limited partnership, JOHN R. PETERSON and JACQUELINE M. PETERSON, husband and wife, RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation and HANGMAN CORPORATION, a Washington corporation. The term "Declarants" shall also include the Association, as successor in interest of the Declarants, or any Person or entity to whom the rights are expressly transferred by Declarants or their successor(s) by a written assignment recorded in the Office of the Spokane County Auditor.

3.13 "Design Guidelines" shall mean the architectural standards, rules, regulations, restrictions and design guidelines adopted from time to time by the Architectural Committee.

3.14 "Developer" shall mean SEABOARD WASHINGTON LIMITED PARTNERSHIP, a Washington limited partnership, RIDGE ASSOCIATES LIMITED PARTNERSHIP, an Idaho limited partnership, and HANGMAN CORPORATION, a Washington corporation, their successors in interest, or any Person or entity to whom rights and/or obligations under this Restated Declaration are expressly transferred by Developer.

3.15 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, patios, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

3.16 "Limited Assessment" shall mean Assessments levied as provided in Section 7.4.

3.17 "Member" shall mean each Person or entity holding a membership in the Association.

3.18 "Owner" shall mean the Person or other legal entity that, as of the date hereof has, or hereafter acquires, fee simple interest, or a purchaser's interest under a real estate contract, of record to a Building Lot which is a part of the Property after the date each Plat phase is recorded hereof, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation or Building Lots which have been accepted by Developers in exchange for a previously sold Building Lot.

3.19 "Parcel" shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Parcel by this Restated Declaration or a recorded Supplemental Declaration.

3.20 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.21 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Auditor, Spokane County, Washington, as the same may be amended by duly recorded amendments thereof.

3.22 "Property" shall mean the Property described on Exhibit "A" attached hereto and incorporated herein by this reference, including each Building Lot, Parcel or any portion of any of the foregoing or interest therein, including all water rights associated with or appurtenant to such Property. The Property included in Exhibit "A" is subject to this Restated Declaration upon the recording of this Restated Declaration and without the filing of a Supplemental Declaration.

Except as may be specifically provided herein, no portion of any additional property which may be brought within the jurisdiction hereof by Supplemental Declaration, or any other real property, shall be subject to the terms, covenants, conditions, easements and restrictions of this Restated Declaration until such a Supplemental Declaration describing the portion of real property (the "Parcel") is executed by the owner(s) of such Parcel and recorded. The Property may be expanded in the future to include, in Developer's sole discretion, such additional property as may be annexed by means of one or more Supplemental Declarations as provided herein. Additionally, Developer, at its sole election, may withdraw any Parcel of which the Developers are the owner or contract purchaser and which was previously included within the provisions hereof upon recordation of a written Declaration of Deannexation, as provided in Section 11.5.

3.23 "Regular Assessment" shall mean Assessments levied as provided in Section 7.2.

3.24 "Restated Declaration" shall mean this Restated Declaration as it may be amended from time to time.

3.25 "Special Assessment" shall mean Assessments levied as provided in Section 7.3.

3.26 "Supplemental Declaration" shall mean any Supplemental Declaration or Amendment to the Declaration, the First Restated Declaration or this Restated Declaration, including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property or additional real property or improvements which may be made part of the Property as provided herein.

#### ARTICLE IV: ARCHITECTURAL CONTROL

4.1 Improvements - Generally. All Improvements (except for sales offices or similar facilities of Developer) are to be designed, constructed and used in such a manner as shall be compatible with this Restated Declaration, and shall meet the following minimum standards.

##### 4.1.1 Use and Height of Dwelling Units.

a. Except as may be expressly provided in this Restated Declaration, all Building Lots shall be improved and used solely for residential purposes. No Building Lot shall be improved, except with a single family dwelling unit designed to accommodate no more than a single family and its employees and occasional guests, and such other Improvements as are necessary or customarily incident to a single family residence. If written approval is granted in advance and in the sole discretion of the Architectural Committee, a guest house or similar ancillary Improvement designed to accompany the main residence on a Building Lot may be permitted.

b. Subject to the provisions of Section 4.2.26 below, no dwelling unit shall be used for any purpose other than as a single-family residence, and no gainful occupation, profession, trade or other non-residential use shall be conducted on any Building Lot. Provided, however, nothing in this Restated Declaration shall prevent any Owner from using a portion of a dwelling unit for in-home office purposes as provided in this Restated Declaration and the Design Guidelines.

c. It has been and remains the intent of the Restated Declaration that The Ridge at Hangman be a single-family residential community in which substantially all of the dwelling units are Owner-occupied, with the goal of encouraging a sense of community and avoidance of frequent tenant turnover or occupancy by non-Owners that may be less concerned with the affairs of the Association and other quality of life issues important to Owners that live at the Property. Accordingly, the ability of each Owner to rent or otherwise permit occupancy of such Owner's home at the Property shall be limited as follows:

(i) Absent written consent of the Board, and except as provided below, no dwelling unit shall be rented, held for rent, or non-Owner occupied or under circumstances where the Owner is not one of the occupants for an aggregate period over the entire ownership of such Owner exceeding 365 days. Additionally, no Owner or Person or entity affiliated with Owner shall own more than two dwelling units within the Property at any one time that are not Owner-occupied. This provision shall not apply to approved builders at the Property who are endeavoring to sell dwelling units on Building Lots to third party purchasers. For purposes of this provision, a Person or entity affiliated with an Owner shall include an Owner's spouse, long-term partner (including persons involved in heterosexual as well as same sex long-term relationships), an Owners' parents

and children, and any entity in which an Owner has a direct or indirect ownership or beneficial interest of more than ten percent (10%).

(ii) In the event of any non-Owner occupancy of any dwelling unit for a consecutive period of time longer than 30 calendar days, the Owner shall notify the Association in writing of such occupancy. Such notification shall include the names and addresses of all occupants, car license plate numbers, emergency contact phone numbers, and other information deemed necessary by the Association and established by Association Rules. As part of making such notification, the Association may require the Owner to pay a Transfer Assessment, in like fashion and in the amount as set forth in Section 7.5, to reimburse the Association for expenses expected to be incurred with such longer term non-Owner occupancy. Each Owner shall be responsible for assuring that occupancy of a dwelling unit on any Building Lot fully complies with all obligations imposed under this Restated Declaration and all amendments thereto in like fashion as is required of Owners. While non-Owner occupants are encouraged to attend Association meetings and otherwise provide input regarding the affairs of the Association, only Owners shall be entitled to vote on Association matters.

(iii) Further, notwithstanding the above, the Board of Trustees shall have the ability to authorize and grant exceptions and exemptions to compliance with any of the above provisions within this subsection when the Board determines, in its sole discretion, that extraordinary circumstances justify such variances. It is intended that the circumstances under which exemptions will be granted will be restrictive, but appropriate circumstances may include extended health problems, relocation of employment, a call to active duty in the military service when no Owner-occupant will remain at the Property, and other extreme economic hardship. Variances, to be effective, must be granted in writing and signed by a majority of the Board of Trustees specifying the terms and rationale for granting any such variance. Deviation from the above provisions based on a variance shall not constitute a violation of the Restated Declaration as amended.

d. No dwelling unit shall be more than two stories in height. No other Improvement shall be more than one story in height unless approved in writing by the Architectural Committee. A basement or daylight basement shall not be counted as a story in determining compliance with this subsection. The "dwelling unit" as used in this Section may also be referred to herein as the home, residence, or residential Improvement.

**4.1.2 Architectural Committee Review.** No Improvements, alterations, repairs, excavation, grading, landscaping, tree removal or other exterior work which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan or other



appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other property, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, may deem relevant.

The Design Guidelines ("Design Guidelines" or "Guidelines") adopted for the Property, and as amended from time to time shall be enforceable as though they were a part of this Restated Declaration and shall be binding on all Owners, excluding the Developers, and other Persons as if expressly set forth herein. It shall be the responsibility of each Owner to obtain and review a copy of the most recent set of Guidelines prior to the purchase of a Building Lot. A copy of the current Guidelines is available at the Association's Office.

4.2 Covenants, Conditions, Restrictions and Easements Applicable to Lots. The following covenants, conditions, restrictions and reservation of easements and rights shall apply to all Building Lots and the Owners thereof (except those owned by the Developer):

4.2.1 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.2.2 No Further Subdivision. Except as provided in the Design Guidelines and subject to Subsection 4.2.26 below, no finally platted Building Lot may be further subdivided, nor may any easement or other interest therein be granted.

4.2.3 Signs. No sign of any kind shall be displayed to the public view, except: (1) such signs as may be used by Developers in connection with the construction, development, management or administration of the Property and sale of Building Lots and/or Improvements thereon; (2) temporary construction signs as permitted in the Design Guidelines; (3) such informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) such signs as may be required by legal proceedings or as required under Washington state law. No sign shall be placed on the Property without the written approval of the Architectural Committee.

In particular, and subject to (i) the provisions of Section 4.2.26 below and (ii) the requirements established from time to time by the Architectural Committee, no "For Sale" or "For Rent" sign or any other advertising device of any kind shall be placed in

public view or otherwise posted on the Property, unless such signage is in strict compliance with Association Rules. However, it is anticipated that each Owner will, in accordance with applicable provisions of Association Rules, be permitted to have one "For Sale" or "For Rent" notice in a form approved by the Architectural Committee in a location specified for that purpose by the Architectural Committee, such as at the Association's office. The Association shall have the authority to provide one central advertising board not larger than four (4) feet square for use by any Owner to post "For Rent" or "For Sale" notices thereon. The Association shall have the authority to regulate the size and style of any such notices, and no "For Rent" sign shall be displayed unless rental of the dwelling unit has been authorized pursuant to Subsection 4.1.c.

4.2.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any portion of the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.2.5 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage adjoining property or facilities, the Board, upon fifteen (15) days prior written notice to such Owner and as permitted by applicable law, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Restated Declaration. The Owner shall be personally liable, and such Owner's Building Lot shall be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including reasonable attorneys' fees. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

4.2.6 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Developer, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from any common Area over any Building Lot in the Property.

4.2.7 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to an approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage Improvements, means or devices which are not the responsibility of the Association, or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable. An approved grading plan means such plan as may have been approved by the applicable government agency and/or the Association.

Phases 5 and 6 contain natural gas and telephone easements. Owners of Building Lots containing said easements may not alter the grading within the easement area with either cuts or fills within the easement area, or install any formalized landscaping improvements, other than to re-vegetate with a natural grass mix any areas within the easement area disturbed during construction.

4.2.8 Mining; Wells, Potable Water. No portion of any Building Lot shall be used in any manner to explore for, quarry, or remove any water, oil, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth of any kind. Without limiting the generality of the foregoing, no wells for the pumping or removal of water shall be placed on any Building Lot. The Owner of each Building Lot shall obtain potable water for the Building Lot, at the Owner's expense, from the Association, as provided in Section 4.2.14.

4.2.9 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any portion of the Property, which are or might be unsafe or hazardous to any person or property.

4.2.10 No Unsightly Articles. No unsightly articles or conditions shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. The Architectural Committee shall have the non-exclusive authority to determine whether any article or condition is unsightly. Without limiting the generality of the foregoing:

4.2.10.1 Garbage, Clotheslines, Equipment and Materials. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee and removed on a timely basis at the expense of

each Owner. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed Improvement or as appropriately screened from view. No vacant residential Improvements shall be used for the storage of building materials.

4.2.10.2 No Temporary Improvements. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one month unless approved by the Architectural Committee), shack or other temporary building, Improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by Developers for the Property.

4.2.10.3 No Unscreened Items. No garbage cans, trash containers, firewood, boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a Improvement concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.2.11 [Intentionally omitted]

4.2.12 [Intentionally omitted]

4.2.13 Sewage Disposal Systems. No municipal sewer system is contemplated for the Property. Each Owner shall be responsible for constructing an individual sewage disposal system on each Building Lot that conforms with the requirements and regulations of the Spokane County Health Department.

Prior to final plat, the Spokane County Health Department has inspected each Building Lot and has approved each Building Lot for some type of sewage disposal system. It is anticipated that additional test holes will be required prior to issuing a sewage permit for the Building Lot prior to building, once the exact size and location of the home is determined.

In obtaining preliminary drainfield approval prior to final plat, effort has been made to locate drainfield areas within each Building Lot or on adjacent Common Areas where a conventional drainfield can be constructed and approved. In a few instances, due to topographic considerations, approved drainfield locations have been located outside of the Building Lot to be served, including instances where located on land owned by Spokane County, contiguous to the Property. There can be no assurance, that an

alternative and more expensive on-site sewage system will not be necessary on any Building Lot, particularly for view Building Lots on ridges where subsurface rock conditions may require a pressure-mound or other sewage disposal system.

Owners of certain Building Lots adjacent to the Hangman Valley Golf Course, due to site conditions have been provided an easement from the County of Spokane to locate their primary drainfield and replacement drainfields on golf course property contiguous to their Building Lot. Other Building Lots have been provided an off-site drainfield easement on a Common Area. As an express condition in receiving such easement, each such Owner is required to pump out their septic tank on a routine basis and to otherwise maintain their system so to minimize the chances of future failure. However, there can be no assurance that the primary drainfield or replacement drainfield will not fail in the future.

AS A FURTHER EXPRESS CONDITION OF RECEIVING SUCH EASEMENT, EACH OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY HOLDS SPOKANE COUNTY, THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION, THE DEVELOPERS AND THE DECLARANTS HARMLESS IN THE EVENT SUCH PRIMARY OR REPLACEMENT DRAINFIELD ULTIMATELY FAILS. IN THE EVENT OF THE FAILURE OF BOTH THE PRIMARY AND REPLACEMENT DRAINFIELDS, SAID OWNER, ITS SUCCESSORS AND ASSIGNS, EXPRESSLY AGREE TO RELOCATE AN ALTERNATIVE SEWAGE DISPOSAL SYSTEM ON THEIR OWN BUILDING LOT.

4.2.14 Ridge Water System. The assets of the Public Water System at Hangman Ridge, Department of Health ID #034563 were transferred from the Developers to the Association as of January 1, 2002 pursuant to a written contract, Asset Purchase and Sale Agreement as subsequently amended as of July 21, 2009. A copy of said contract and the amendment is available on the Association's website [www.ridgeathangmanhoa.com](http://www.ridgeathangmanhoa.com). This Agreement provides that:

(1) the Association has sole responsibility for operating, maintaining and insuring the system except that water usage rates or water connection rates may not be changed without the express written permission of the Developers.

(2) the Developers are entitled to use the water system, without charge, for any use associated with development of the project, including construction and irrigation of the Common Areas and Developer owned Building Lots.

(3) all hook-up or connection fees to the water system shown on Exhibit "E" are assigned to the Association by an agreement with the Developers dated February 29, 2012. The Developers have the exclusive right to establish the fees for connection to the water system. The Developers were also granted the exclusive right to allow or refuse to allow entities other than the Association or its Members to connect with the system.

The water system currently supplies water for all eight phases of the development, the Exception Lot, and the Common Areas, excluding the three Building Lots located on Latah Creek Lane (Lots 1-3, Block 28). Water service for the three excluded Building Lots shall be provided according to the Water Service Agreement dated August 16, 2007 between Hangman Corporation and Hangman Hills Water District #15.

Upon connection to the water system, each Owner, excluding the Developers, will be required to pay an initial water connection fee to the Association. If an Owner has not paid the water connection fee on any lot sold by the Developers after July 1, 2009, the Developers reserve the right to require payment of the connection fee at any time prior to hookup with thirty (30) days written notice. Upon connection to the water system, each Owner, excluding the Developers, shall be required to purchase a water meter kit from the Association which shall include other equipment necessary to make the connection with the existing Ridge water system. Each Owner, excluding the Developers, who has connected to the water system, will also be responsible for payment of water usage charges at rates, which have been approved by the Washington Department of Health and designed to encourage water conservation. The Association charges Owners, excluding the Developers, who have not connected to the water system within three years from the date of sale of the Building Lot by the Developer, a minimum fee to help defer fixed maintenance costs.

Although the water system has been designed to supply an adequate volume of water, due to variations in elevation, water pressure at each Building Lot water service stub will vary considerably and may require each Owner to install either a pressure reducing or boosting device. It shall be the responsibility of each Owner and/or builder to contact the Association's water system operator to determine if a pressure reducing or boosting device is required to achieve recommended water service pressures.

On April 10, 2007, the Association entered into an agreement to permit Spokane County to connect to the water system for purposes of providing water service to its maintenance facility, public restrooms and drinking fountains located on a portion of the Hangman Valley Golf Course. Spokane County agreed to pay for its usage at the same rates as all other Ridge water system users and the water service was connected in 2008. On December 23, 2008, the Association entered into an agreement with the owner of an adjacent property whereby the owner agreed to pay the Association for its water usage at the same rates as all other Ridge water system users and allow authorized Association personnel to use its driveway to access the wells and pump house during the winter months (Nov.1 through Apr. 30).

It is possible that there will be additional users of the water system, including adjacent non-Ridge at Hangman property owners who will desire access to

the water system, which access must be approved by the Developer including the amount of connection fees to be paid to the Developers and water usage fees to be paid to the Association. The Association will be a user of the water system without charge for its irrigation needs.

Each Building Lot will be permitted to irrigate up to ½ acre, unless the Owner is granted specific approval for additional irrigation area, as evidenced in writing from the Association or as specifically permitted in this Restated Declaration and its amendments. Plans that irrigate over ½ acre will generally be denied.

4.2.15 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This Subsection shall not apply to passive solar energy systems incorporated into the approved design of a residential Improvement.

4.2.16 Vehicles and Recreational Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, RV's, trailers, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof on the Property and on each Building Lot. No on-street parking shall be permitted except where expressly designated for parking use. No exterior storage of any such vehicles will be permitted on any Building Lot, unless expressly approved by the Architectural Committee and unless such approved storage area is completely screened from neighboring properties using landscaping approved by the Architectural Committee. Generally, the storage of all such recreational vehicles shall be integrated into the architectural design of the house or stored off-site.

In general, recreational vehicles, including motor homes, campers, boat trailers, snowmobiles, etc. may be temporarily parked on a Building Lot for loading and unloading and the convenience of guests, provided such parking does not exceed either five (5) consecutive days and a cumulative total of thirty (30) days during any calendar year. Furthermore, use of motorized vehicles are not permitted on the Association's trail system or open spaces, or any native areas on any Building Lots, where such use may contribute to fire danger.

4.2.17 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance, and does not otherwise violate any further conditions of this Subsection. This Subsection does not apply to the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises

of the Owner. The animal owner shall clean up any animal defecation immediately from Common Areas or public rights-of-way. Failure to do so may, at the Board's discretion, result in a Limited Assessment being levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of twenty-five (25) feet from any lot line, and shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot. The use of "invisible" fencing to control or restrain dogs to the respective animal owner's Building Lot is strongly encouraged and is recommended.

In addition to the above restrictions, no large animal keeping, including horses, shall be allowed on any Building Lot less than 10 acres in area, or on any Building Lots with identified wetlands. No large animal keeping shall be allowed on any Common Area.

Feeding of game species such as deer, elk or predatory wildlife shall be prohibited. Artificial feeding of wildlife tends to attract and concentrate animals away from native habitat, can facilitate the spread of disease, can create safety concerns by attracting predatory wildlife, and has the potential to create conflict between neighboring homeowners due to the likelihood wildlife will cross adjacent properties where they may be considered a nuisance.

4.2.18 Landscaping. The Owner of any Building Lot shall landscape such Building Lot in conformance with Design Guidelines, which are incorporated herein by this reference, and the Owner's specific landscape plan submitted to and approved by the Architectural Committee.

A substantial number of aspens and conifers have been planted and drip irrigation installed by the Developer on individual Building Lots in Phase 5, 6, 7 and 8. All buyers of these Building Lots hereby grant the Developer and the Association a temporary easement for the irrigation of these trees. All purchasers of these Building Lots must maintain these irrigation systems on their Building Lots during construction and then design their own irrigation systems to replace the temporary drip irrigation lines. Following completion of the permanent landscaping and transfer of the irrigation of these trees to the Owners' irrigation systems, the temporary drip irrigation lines to each tree should be capped. However the temporary distribution irrigation lines that also serve adjoining Building Lots should be preserved and not capped until such time as the temporary lines are phased out and abandoned, following a build-out on a majority of the Building Lots in each phase. Following abandonment of the temporary drip irrigation lines, any Owners of unimproved Building Lots will need to make alternative arrangements for future irrigation of any trees on their Building Lots including hook-up to



the Ridge water system or arranging with contiguous Owners to continue the drip irrigation of the trees, to the extent future drip irrigation is desired.

Owners of all Building Lots are encouraged to develop landscape designs that minimize the use of water by restricting the amount of lawn and other areas requiring spray irrigation, utilizing drip irrigation systems, and mulching all trees and shrubs.

4.2.19 Fencing. All fencing must be approved by the Architectural Committee. Fences will generally only be allowed for the containment of animals or small children or for pool or sport enclosures. Generally, no fences shall be constructed on property lines or within the building setback requirements. The location and design of all fencing shall comply with the standards contained in the Design Guidelines and under no circumstance shall fencing obstruct corridors through the Property or Building Lot for wildlife.

4.2.20 Fireworks and Outdoor Burning. The Association is very concerned with fire safety. The use of fireworks is strictly forbidden and subject to fines by the Association. Additionally, the act of any and all outdoor burning shall comply with the rules and regulations in effect by the Department of Natural Resources, the Spokane Regional Clean Air Agency and the local fire district having jurisdiction.

To maintain a healthy air quality and to keep fire risks at a minimum, the Association only allows outdoor burning in a fire pit, barbeque, or wood fired oven which is surrounded by a hard non-flammable surface. The fuel for such fires must be charcoal, natural gas, propane or firewood. Campfires, silvicultural burning, and residential yard and garden debris burning are all prohibited within the Property.

All Owners shall implement such prudent fire reduction measures and maintain their properties in a manner that will minimize the risk of wildfire at the Property. The Board shall have the authority to develop and implement plans and requirements applicable to Owners to maintain their Building Lots and Improvements in a manner to minimize fire risk.

4.2.21 Antennas. Except as may be provided in Section 4.2.25 or as required to be permitted under applicable law, no radio, television or other antennas of any kind or nature, or device for reception or transmission of radio, microwave, or other similar signals, shall be placed or maintained upon any Building Lot unless in accordance with the Guidelines and specifically approved by the Architectural Committee.

4.2.22 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved

by the Architectural Committee prior to installation. Lighting shall be restrained in design, and excessive brightness or unnecessary lighting shall be avoided.

4.2.23 Golf Carts. The Association Rules may regulate the future use of golf carts and similar vehicles on the private streets and Common Area of the Property.

4.2.24 Hangman Valley Golf Course. The Hangman Valley Golf Course is an 18 hole municipal golf course owned and operated by the County of Spokane. The course is not part of the Property nor is it a Common Area of the Property. As such, Owners at The Ridge at Hangman will not receive any preferential rights or privileges not available to the general public.

By purchasing a Building Lot, or Building Lot and dwelling (whether new or used), said new Owner acknowledges the following provisions:

1) That the new Owner(s) have received a copy of the then current rules and regulations of Spokane County Parks and Recreation Department concerning use rights, privileges and obligations pertaining to the Hangman Valley Golf Course, and that they agree to abide by those rules and regulations; and

2) That the new Owner(s) have received a copy of this Restated Declaration concerning the Building Lot they are purchasing and that they reviewed and understand the provisions contained therein, as evidenced by a written acknowledgment of the same.

Notice to Homeowners Concerning Possible Damage from Golf Balls:  
Owners of Building Lots adjacent to the golf course are hereby put on notice that by owning a Building Lot adjacent to the golf course, golf balls may on occasion enter Owners' Building Lot simply due to the proximity of the golf course. EACH OWNER FOR HIMSELF, OCCUPANTS, FAMILY, TENANTS, INVITEES, AND LICENSEES HEREBY HOLDS SPOKANE COUNTY, THE ASSOCIATION, DECLARANTS, DEVELOPERS AND THE LAWFUL GOLF COURSE USERS HARMLESS FROM ALL DAMAGE SAID GOLF BALLS MAY CAUSE IN ALL CASES; EXCEPT AS TO A GOLF COURSE USER IF IT IS PROVED THAT THE GOLF BALL WAS INTENTIONALLY DIRECTED OFF OF THE GOLF COURSE BY THE COURSE USER. Each purchaser is strongly advised to take sufficient safeguards to minimize any damage that may arise from unintentional intrusion of golf balls provided that said safeguards are consistent with the fencing and landscape standards as set forth herein and in the Design Guidelines. The Owners of such adjacent Building Lots agree to confer with the County Parks Department in addition to the Architectural Committee regarding the reasonable placement of homes so as to minimize potential damage from golf balls.

Access to the Hangman Valley Golf Course is available for Owners via an approximately twelve (12) foot wide path at the north side of the sixteenth (16th) tee, off

Fairway Ridge Lane. Use of this access is limited to golfers and golf carts, during periods when the course is in use, for access to the Club House only. No other access to the golf course from the Property is permitted.

**4.2.25 Utilities and Transportation Improvements and Easements.** No lines, wires or other services for the communication of electric current or power, including telephone, television, and radio signals, shall be constructed or maintained on the Property unless they are contained in conduits or cables installed underground, or concealed in, under, or on buildings or other Improvements approved by the Architectural Committee.

There is hereby created a blanket easement upon, across, over and under all Common Areas, and also a strip of land extending 25 feet from each side of the edge of each road right-of-way, unless indicated differently on the recorded Plat, for the purpose of constructing, repairing, maintaining and operating: all utilities (whether public or private), including, but not limited to, water, sewer (if any), electricity, gas, telephone, cable TV, communication or control lines; and all roadways, paths, and trails, whether or not such Improvements physically encroach on any Building Lots when finally completed. By virtue of this easement, it shall be expressly permissible for the Developers and their contractors, the Association, and/or any providing utility company to construct and maintain the necessary facilities, including said portions of Building Lots, to accomplish the foregoing.

**4.2.26 Exemption of Developers.** Nothing contained herein shall limit the right of Developers to subdivide, recombine, reconfigure or re-subdivide any portion of the Property, including unsold Building Lots and Common Areas, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others. Nor shall anything contained herein limit the right of Developers to excavate, grade and construct Improvements, including landscaping alterations, or to alter any of the foregoing or its construction plans and designs, or to construct such additional Improvements as Developers deem advisable in their sole discretion in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right also expressly includes Developers' right to provide certain Owners drainfield easements on Common Areas. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such Improvements and displays as may be reasonably necessary for the conduct of Developers' business of completing the work and disposing of the same by sale, lease, or otherwise. Any of Developers shall have the right at any time prior to acquisition of title to a Building Lot by an Owner that is not a Developer to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Developers, to utility companies, or others the Developer(s) in its or their sole discretion may from time to time deem reasonably necessary for the proper development and disposal of the Property. Developers may use any of their Improvements on the Property as model homes or real estate sales or leasing offices. Developers need not seek, or obtain approval from the Owners or the Architectural Committee in connection with any Improvement constructed or placed by Developers or

an affiliate of Developers on any portion of the Property owned by the Developers or an affiliate of the Developers. The rights of Developers hereunder may be assigned by Developers to any successor in interest in connection with Developers' interest in any portion of the Property, by an express written assignment recorded in the Office of the Spokane County Auditor.

4.2.27 Conveyances to and from Municipalities. Upon receiving the approval of the Members as referred to in Section 6.1.3, the Board shall have the power to convey any Common Area to any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities or any other individual or entity and to hold such property interest as Common Area.

4.2.28 Natural Gas Services. Additional Common Area interests have been created within the easement areas through construction by the Developers of natural gas lines intended to provide service to each Building Lot. Costs for installation, including excavation and related charges, have been paid by the Developers on behalf of the Association. Any Owner who purchases a Building Lot from Developers after May 1, 1999 shall be permitted access to the natural gas line without an access charge. Owners of the following Building Lots: Lot 5, Block 2; Lots 1 and 3, Block 6; Lot 8, Block 4; and Lots 2 and 3, Block 9, which were purchased prior to May 1, 1999, may be permitted access to the natural gas lines in the future by paying an access fee to the Developer and agree to notify the Developer in writing and pay the access fee prior to hookup. The amount of the access fee shall be \$1,500 multiplied by the increase in the Consumer Price Index for All Urban Consumers, West Region between (i) the month immediately preceding the date on which the Owner hooks up to the gas line and (ii) May 31, 1999. All Owners are responsible for any and all costs of installing the gas service to their homes from the closest location where the gas line has been installed.

4.2.29 Latah Creek. Certain Building Lots have frontage on Latah Creek which is a natural watercourse that is subject to meandering and possible erosion hazards during periods of high water. All Owners of Building Lots adjacent to or fronting on Latah Creek acknowledge the inherent risks associated with owning a property near a natural watercourse as signified by their purchase of the Building Lot.

Accordingly, all Owners of these Building Lots covenant that they shall instruct their design professionals and builders to site their home to minimize potential damage from flooding, stream meandering and hillside erosion risks. In approving the proposed location of Improvements within the Building Envelope, the Architectural Committee and the Association approves such location only from an aesthetic and visual perspective. The approval of such plans shall in no way be construed to be an endorsement that the siting of the house is free from the inherent risks posed by Latah

Creek and any natural watercourse. The Owner assumes all such risks and shall have no recourse against the Architectural Committee or the Association.

4.2.30 Project Construction. It is anticipated that the project infrastructure Improvements, consisting of the water system, roads, installation of gas, electric, phone, cable, and project landscaping will not be completed for several years. Additionally, individual homes will be constructed on Building Lots over several years. The construction of the project infrastructure and individual homes will produce noise, construction traffic, dust and other nuisances associated with heavy construction. Owners acknowledge and accept the inconveniences that will be associated with the project infrastructure Improvements and the future construction of individual homes on any Building Lot.

4.2.31 Supplemental Covenants, Conditions, and Restrictions for Lot 3, Block 15 (Phase 5) and Lot 5, Block 21 (Phase 6). On lot 3, Block 15 (Phase 5) and Lot 5, Block 21 (Phase 6), the maximum height of the home above original grade shall generally be limited to 28' and the roofline shall appear similar to a single story design. (Second floor dormers will be permitted.) Additionally, efforts should be made to minimize the appearance of height of Improvements on these Building Lots through design so that the Improvements blend into the natural surroundings and do not visually dominate the skyline or homesite.

4.2.32 Supplemental Covenants, Conditions, and Restrictions for Lot 9 and Lot 10, Block 26. Two Building Lots in Phase 8, Lot 9 and Lot 10, Block 26, by reason of their size (in excess of 10 acres), unique topography (low impact of horses with respect to visibility and potential nuisances to other Owners), and location (at the far northeastern end of the development and fencing at far rear portion of the Building Lot), have been designated to allow horses provided the following conditions are complied with:

a. Restrictions on Use. Horses shall only be allowed on the lower elevation of each Building Lot ("Designated Pasture Area"). Unless further restricted by Spokane County regulations, the number of horses per Building Lot shall not exceed six (6). All horses on each Building Lot may only be used in accordance with Spokane County regulations and the conditions set forth on the Phase 8 Plat for the Building Lots. Access to the Designated Pasture Areas shall be restricted to the portion of Lot 9 that is described as the 12' Trail Easement as shown on the Phase 8 Plat map. The 12' Trail Easement is for the exclusive benefit of the Owners of Lot 9 and Lot 10, Block 26 and use by any other Person is prohibited. The Owners of Lot 9 and Lot 10 shall each pay one-half of all costs of maintaining the 12' Trail Easement. No horses are permitted on any portion of Lot 9 and Lot 10, Block 26 except the Designated Pasture Area and horses are only permitted within the 12' Trail Easement for temporary passage. Horses are not permitted on any of the roads, trails, or other Common Areas.

b. Fencing. The design standards contained in the Design Guidelines shall not be similarly applied to the Designated Pasture Area on Lot 9 and Lot 10, Block 26. Although all Improvements related to the containment and use of any horses on these Building Lots are subject to the prior review and approval of the Architectural Committee, fencing may be installed along the Building Lot perimeters within the Designated Pasture Area (subject to Spokane County regulations) and may enclose a majority of the Designated Pasture Area of each Building Lot and may be of different design and materials than those permitted under the Design Guidelines.

c. Irrigation. The Owners of Lot 9 and Lot 10, Block 26 will be permitted to irrigate the Designated Pasture Area with water purchased from the Ridge Water System at prevailing rates; provided that the total annual water use on each of Lot 9 and Lot 10 for all purposes does not exceed 250,000 cubic feet.

4.2.33. Supplemental Covenants, Conditions and Restrictions Regarding Owners on Latah Creek Lane. Three Building Lots which are being platted with Phase 8 (Lots 1-3, Block 28) are located across Latah Creek and the owners of these lots are known as Special Limited Members. Special Limited Members and their Building Lots are subject to the Restated Declaration as hereinafter described:

a. Water System. Water service for these Building Lots shall be provided according to the Water Service Agreement dated August 16, 2007 between Hangman Corporation and Hangman Hills Water District #15. Owners of these Building Lots shall be required to install and maintain individual pressure reducing valves ("PRVs") meeting local codes/ordinances and to maintain, repair and replace as necessary the individual PRVs. Therefore, the Special Limited Members are exempt from any initial hook-up fees or charges for minimum water fees, excess water usage fees, or water meter purchases imposed by the Association as set forth in Section 4.2.14 of this Restated Declaration, but the Special Limited Members are liable for the hook-up fees and usage fees imposed by Hangman Hills Water District # 15 and will be subject to its rules and regulations.

b. Assessments. The Special Limited Members may not utilize the Common Areas, such as the roads, trails, and other infrastructure requiring management and maintenance and therefore will be exempt from payment of Assessments as set forth in Section 7.2 (Regular Assessments), Section 7.3 (Special Assessments), or Section 7.5 (Transfer Assessments) of this Restated Declaration. However, it is possible that the Special Limited Members may be liable for a Limited Assessment as set forth in Section 7.4 of this Restated Declaration. Each Special Limited Member will be liable for the costs associated with the easements described in subsections e. and f. below.

c. Architectural Control. The Special Limited Members are subject to all provisions of this Restated Declaration regarding Architectural Control and the Architectural Committee.

d. Voting. The Special Limited Members will not be entitled to cast votes attributable to the lots they own except as provided in this subsection 4.2.33 (d). Each Special Limited Member shall be entitled to cast one vote attributable to the lots they own, limited to the matters that affect the easements described in subsections e. and f. below.

e. Hangman Valley Golf Course Easement Agreement. The Special Limited Members, upon purchase of a lot from Hangman Corporation, agree to be bound by the terms and conditions of the Easement recorded June 22, 2007 as Spokane County, Washington Auditor's File No. 5553212 (the "Golf Course Easement") and each Special Limited Member agrees to assume one-third (1/3) of the obligation for future maintenance of the Latah Creek Lane as set forth in Paragraph 2 of the Golf Course Easement.

f. Driveway, Access, and Landscaping Easement Agreement. Each of the Special Limited Members hereby grants, bargains, sells and conveys to the others for their mutual nonexclusive use, a perpetual mutual easement for ingress and egress over the private driveway area off Latah Creek Lane for vehicular and pedestrian access to their lots for the use and benefit of the Special Limited Members, as well as their guests or invitees.

The Special Limited Members shall be responsible for the maintenance, including snow removal, repair and replacement of the driveway area and the landscaping installed at the intersections and each Special Limited Member agrees to pay 1/3 of the costs of such work. The scope of such work shall be determined by a majority vote among the three Special Limited Members. In the event any Special Limited Member ("Defaulting Special Limited Member") fails to maintain, or make payments for the costs of any work required by the provisions of this section, the other Special Limited Member(s) ("Non-Defaulting Special Limited Member(s)") may, perform such maintenance or make such payments and the amount of these costs shall constitute a lien against the lot of the Defaulting Special Limited Member in accordance with the lien provisions of Section 8.3 of this Restated Declaration.

g. Other Provisions. Except as otherwise set forth within this Section, all the other provisions of this Restated Declaration shall apply to the Special Limited Members including restrictions on use and requirements of the Architectural Committee and Design Guidelines.

4.2.34 Building Envelopes – Phase 8. The Building Envelopes as shown on Lots 7 and 8 of Block 26 and Lots 1 and 3 of Block 28 reflect the 200' jurisdictional

boundary of the Spokane County Shoreline Master Program. The Spokane County Critical Areas Ordinance requires a 250' buffer from Latah Creek. The 250' buffer may be reduced, consistent with the Spokane County Critical Areas Ordinance (11.20.060) which requires the Owner to hire a biological expert to recommend mitigation measures, however, no structures may be located within the 200' jurisdictional boundary of the Spokane County Shorelines Master Program.

4.2.35 Supplemental Covenants, Conditions, and Restrictions for Exception Lot. The real estate Parcel labeled "EXCEPTION" shown on the Final P.U.D. Plat of The Ridge at Hangman Phase I, recorded in Volume 22 of plats, pages 42-48, situate in the county of Spokane, State of Washington (the "Exception Building Lot"), Assessor's Tax Parcel #: 34332.9003, was annexed and is subject to the provisions of this Restated Declaration. Due to site constraints, if the home is a single story home (rancher) containing a daylight basement facing Fairway Ridge Lane at the same floor level as existing natural grade, then the minimum building size shall be a main floor living area of at least 1,400 s.f. assuming 1,000 s.f. on the lower daylight basement level (a minimum total of 2,400 s.f. of interior livable area exclusive of garages, storage rooms and other similar areas). If the home is a single story home without a daylight basement, the main floor living area must contain a minimum of 2,200 s.f., exclusive of garages, storage rooms and other similar areas.

The Building Envelope for the Exception Building Lot is designated as shown on Exhibit D hereto.

The Association shall provide a perpetual easement for driveway access over Tract "B" Common Area shown on the Final P.U.D. Plat of The Ridge at Hangman Phase I (Tract "B" Common Area) as shown on Exhibit D hereto, pursuant to the provisions of the Driveway and Access Easement recorded under Auditor's File No. 5746931.

The Exception Building Lot Owners shall have the right to locate their drainfield on a portion of Tract "B" Common Area as shown on Exhibit D without payment to the Association, pursuant to the provisions of a Sewer & Drainfield Easement recorded under Auditor's File Nos. 5746930 and 5746932.

The Association provides the Exception Building Lot Owners with access to available utilities via that area of Tract "B" Common Area adjacent to the Exception Building Lot. The Exception Building Lot Owners shall be responsible for the costs of access, installation, and any necessary relocation (if any) of such utilities and maintaining all connections with the least possible disturbance to Tract "B" Common Area and the Association's roadways.



## ARTICLE V: THE RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION

5.1 Organization of The Ridge at Hangman Homeowners' Association. The Association was initially organized by Developers as a Washington non-profit corporation under the provisions of the Washington Code relating to general non-profit corporations and is charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Restated Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Restated Declaration or with any Supplemental Declaration which Developers might adopt pertaining to The Ridge at Hangman.

5.2 Membership. Each Owner, by virtue of being an Owner of a Building Lot and for so long as such ownership is maintained, shall be a Member of the Association and no Owner of a Building Lot shall have more than one membership in the Association. Memberships in the Association, shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own. The number of votes such Member may cast on any issue is determined by the number of Building Lots which the Owner owns and with respect to Developers, the number of votes which Developers may cast is determined by the number of Building Lots within the Property which have been finally platted and not sold to Owners other than the Developers. Voting rights attach to all Building Lots (other than lots owned by Special Limited Members), as long as the same are within the definition of the Property as set forth in Section 3.22.

Notwithstanding anything in this Restated Declaration to the contrary, so long as any of the Developers (or any successor designated by Developers as such) owns any Building Lot within the Property that is undeveloped and held for sale, the following Sections within this Restated Declaration shall not be amended without the consent and participation in the execution of the amendment by Developers or any successor designated by Developers as such: Section 3.3, Section 3.12, Section 3.18, Section 4.2.14, Section 4.2.26, Section 4.2.28, Section 4.2.32, Section 4.2.33, Section 5.3, Section 5.5.1.1, Section 5.5.2.5.2, Section 5.5.2.5.3, Section 5.6, Section 5.8, Section 6.1.4, Section 7.2, Section 7.3, Section 7.5, Section 10.1, and Section 10.2.

Notwithstanding anything in this Restated Declaration to the contrary, the following Sections within this Restated Declaration shall not be amended without the written consent of 75% of the total voting power of the Association: Section 5.5.2.5.2, Section 5.5.2.5.3, Section 5.6, Section 6.1.3, Section 7.2, Section 7.3, and Section 8.2.

When more than one Person holds an interest in any Building Lot, all such Persons shall be Members but shall share the vote attributable to the Building Lot. Fractional votes, however, shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer of conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Trustees and Officers. The affairs of the Association shall be conducted and managed by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have the powers of a corporation organized under the corporation laws of the State of Washington applicable to non-profit corporations, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Restated Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Washington law and under this Restated Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, and the affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner, excluding Developers, or user of the Ridge water system (other than Developers or the Association) and to force payment of such Assessments, all in accordance with the provisions of this Restated Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach

or threatened breach of this Restated Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Restated Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Restated Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Restated Declaration. In the event of any conflict between such Association Rules and any other provisions of this Restated Declaration, or other Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Restated Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting

stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.6.2 Sewers, storm drains, underground irrigation pipes, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public Improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individual(s) executing this Restated Declaration who is (are) in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Restated Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Washington, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage all domestic, irrigation and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.5 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Washington, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.5.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "Special Causes of Loss" or special extended coverage endorsement on a blanket agreed amount basis for the full replacement value of all Improvements, equipment and fixtures located within the Common Area.

5.5.2.5.2 Comprehensive public liability insurance insuring the Board, the Association, the Developers and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area in such amounts as the Association shall determine.

5.5.2.5.3 Full coverage directors' and officers' liability insurance with limits in such amounts as the Association shall determine.

5.5.2.5.4 Such other insurance, including motor vehicle insurance and Worker's Compensation insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property.

5.5.2.5.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.5.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.5.7 In its discretion, the Board may adjust any minimum insurance limits to reflect the impact of inflation on the value of the particular coverage required.

5.5.2.6 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

5.5.2.7 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Members, the cost of which shall be included in Regular Assessments.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Restated Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Restated Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of this Restated Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Spokane County Auditor, as more fully provided herein. In the event legal counsel is engaged to assist in the enforcement of any of the provisions of this Restated Declaration, or of the Articles or Bylaws, including any rules violations, levying of Assessments, enforcement of Assessments, perfecting or foreclosing on any lien, or otherwise, regardless of whether litigation is instituted, the substantially prevailing party in any such matter shall be entitled to recover all actual costs incurred, as well as reasonable attorneys' fees.

5.5.2.10 Private Streets, Signs and Lights. Maintain, repair or replace private streets, street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the County of Spokane consents to such waiver.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or any of the Declarants, or the Developers, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, any of the Declarants, any of the Developers or the Architectural Committee, or any other committee, or any officer of the Association, or any of the Declarants, or any of the Developers, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct, and, provided that such Person has so acted, the Association shall indemnify and hold harmless said Person from any damage, loss or prejudice aforesaid.

5.7 Budgets and Financial Statements. An annual budget containing the information required by applicable law (currently RCW 64.38.025(4)) shall be proposed by the Board and ratified by the Association in accordance with the provisions of Section 7.2 and applicable law (currently RCW 64.38.025(3)). In accordance with applicable law (currently RCW 64.38.045), the financial statements of the Association shall be prepared and audited annually by an independent certified public accountant unless the audit is waived by a vote of sixty seven percent (67%) of the Owners, in person or by proxy, at the Annual Meeting at which a quorum is present.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other Persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members at their last known address, and any Person in possession of a Building Lot, not less than fourteen (14) days nor more than sixty (60) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held at such suitable place convenient to the Members as may be designated by the Board. The presence in person or by proxy of at least twenty percent (20%) of the voting power of Members of the Association shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may, as otherwise provided by law, adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above.

## ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association, as it may hold or control such Common Area, to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association Rules; and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area or Common Area Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area or Common Area Improvements shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing seventy five percent (75%) of the total voting power of the Association has been recorded.

6.1.4 The right of the Association or the Developers, to construct Improvements on all Common Areas, including but not limited to providing utility and private drainfield or drainfield access, private streets, crossings, walkways, trails and other recreational Improvements deemed desirable by the Association; and the right of an Owner with a drainfield easement to construct Improvements as reasonably necessary on Common Areas to provide for private drainfields and drainfield access.

6.1.5 The rights of Developers as expressly provided in Section 4.2.26 herein.

6.2 Designation of Common Area. The Association, with the consent of Developers, shall designate and reserve Common Area in this Restated Declaration, and Developers shall have such authority with respect to Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the Bylaws and Association Rules as the case may be, such Owner's right of enjoyment to the Common Area, to the members and guests of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Developers or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by and paid to Developers or the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. Upon transfer of a deed following final Plat of a Building Lot and acceptance of such a deed to any Building Lot in The Ridge at



Hangman, each Owner of such Building Lot (other than Developers or any Person from whom Developers are purchasing any portion of the Property) hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner, excluding Developers, pursuant to the provisions of this Restated Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Building Lot against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Building Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

7.2 Regular Assessments. All Owners, excluding Developers and the Special Limited Members as identified in Subsection 4.2.33, are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorney fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements for the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expense").

7.2.2 Computation of Regular Assessments. In computing any change to the amount of Regular Assessments, the Board shall prepare an estimate of expenses for operating the Association including the costs of operating the water system and contributions to a reserve for future capital repairs as the Board may consider appropriate ("Annual Budget"). From said estimate of operating expenses, an estimate of revenues to be received from water system usage charges shall be subtracted, and the remaining shortfall shall be divided by the number of finally platted Building Lots attributable to all Owners, excluding Developers and the Special Limited Members, for said year. The Board shall make a reasonable estimate of the number of Owners,

excluding Developers and the Special Limited Members, that will be subject to Regular Assessments during the year.

At each Annual Meeting, the Owners shall have the right to consider ratification of the Annual Budget. Unless at that meeting the Owners of a majority of the votes present at the Meeting, in person or by proxy, reject the Annual Budget, the Annual Budget is ratified whether or not a quorum is present. In the event the proposed Annual Budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued and each Owner, excluding Developers, will be required to pay the same amount as the preceding amount of Regular Assessment until such time as the Owners ratify a subsequent Annual Budget proposed by the Board.

7.2.3. Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in quarterly, semi-annual or annual installments.

7.3 Special Assessments. All Owners, excluding Developers and the Special Limited Members, are obligated to pay Special Assessments to the Association on a schedule of payments established by the Board.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the projected expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital Improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the Property which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year, without the vote or written assent of the Members representing a majority of the votes of the Association.

Within thirty days after the decision by the Board to levy a Special Assessment in excess of twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year, the Board shall set a date for a Meeting of the Owners, to consider ratification of the such Special Assessment, not less than fourteen (14) nor more than sixty (60) days after mailing of the notice of the proposed Special Assessment. Unless at that meeting the Owners of a majority of the votes present at the Meeting, in person or by proxy, reject the Special Assessment, the Special Assessment is ratified whether or not a quorum is present. In the event the proposed Special Assessment is rejected, no Special Assessment in excess of twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year may be

levied until such time as the Owners ratify such Special Assessment as proposed by the Board.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.4 Limited Assessments. The Board may levy Limited Assessments against any Owner, excluding Developers, for monetary fines authorized by this Restated Declaration or the By-Laws, and for expenses of the Association incurred in providing benefits, items, or services not provided to all Owners, whether such expenses are incurred (i) upon request of the Owner from specific items or services or (ii) as a consequence of the conduct of less than all of the Owners. The Association may also levy Limited Assessment against any Owners to reimburse the Association for costs incurred as set forth in Sections 4.2.5 or 10.7, or in enforcing the other provisions of this Restated Declaration.

7.4.1. Architectural Committee Violations. In addition to reimbursable costs described in Sections 4.2.5 or 10.7, or other provisions of this Restated Declaration, the Association may impose a Limited Assessment in the amount of \$100.00 per day from the date of the Architectural Committee's determination of violations continuing through the date corrections are completed, as a compensatory charge to the Association for such violation, which may be assessed and imposed separately for each distinct violation. From time to time, the Board shall have the right, in its discretion, to periodically increase the \$100.00 per day amount described in the preceding sentence in order to reflect the impact of inflation.

7.4.2 Other Violations. In addition to reimbursable costs described in Sections 4.2.5 or 10.7, or other provisions of this Restated Declaration, the Association may impose a Limited Assessment in the amount of \$100.00 per day for other violations continuing through the date corrections are completed, which may be assessed and imposed separately for each distinct violation. From time to time, the Board shall have the right, in its discretion, to periodically increase the \$100.00 per day amount described in the preceding sentence in order to reflect the impact of inflation.

7.4.3. Repeat Violations. Notwithstanding any additional remedies available to the Association, any Owner, who receives a third letter from the Association detailing violations of provisions of this Restated Declaration, will be assessed a \$500.00 fee to reimburse the Association for costs and time incurred. Thereafter, any Owner who receives further violation letters, will be assessed a \$100.00 fee per letter.

7.5 Transfer Assessments. Upon transfer of title or sale of any Building Lot from an existing Owner, excluding Developers and the Special Limited Members, to a new Owner, the new Owner shall pay a Transfer Assessment equal to \$250 to the

Association to mitigate the costs associated with such transfer of title, such as establishing new accounting records, etc. The Board shall have the right, in its discretion, to periodically increase the assessment amount amounts described above in this Subsection.

7.6 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Owners, excluding Developers.

7.7 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period, the fiscal year shall commence on January 1 of each year and terminate December 31 of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in advance.

7.8 Notice and Assessment Due Date. Written notice of Regular Assessments for the next year, determined in accordance with Section 7.2, and base water usage rates for the next year, determined in accordance with Section 4.2.14, shall be mailed to all Members on or before December 30<sup>th</sup> in each year. Unless the Board establishes different payment schedules and due dates, the due dates for quarterly payments of Regular Assessments shall be on or before the 30<sup>th</sup> day after the beginning of each calendar quarter. If payment is not received by the Association on or before the 45<sup>th</sup> day after the beginning of each calendar quarter, (i) a late charge equal to ten percent 10% of the amount owing shall be imposed, and (ii) an interest charge shall be added monthly at the lesser of the highest rate permitted by law or twelve percent (12%) per annum on the outstanding balance until payment is received in full. The due date for payment of all other Assessments or charges, including water use charges, late charges and interest, shall be the same as for Regular Assessments.

The Association may bring action against the delinquent Owner, excluding Developers, and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner, excluding Developers, is personally liable for Assessments, together with all late charges, interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

7.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot is in default under the provisions of this Restated Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate shall not extend to any default as to which the signor shall have had no actual knowledge.

## ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS; PROCEEDINGS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, excluding Developers, of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Restated Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Restated Declaration, each Owner agrees to pay reasonable attorney's fees and costs in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Authorization Required to Commence Proceedings. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Trustees and the written assent of 75% of the total voting power of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Restated Declaration; (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developers so long as Developers (or any successor designated by Developers as such) owns any Building Lot within the Property, and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

### 8.3 Assessment Liens.

8.3.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Restated Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees and costs. All sums assessed in accordance with the provisions of this Restated Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Spokane County Auditor. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on

any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.3.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association acting through the Board in accordance with procedures from time to time adopted by the Board, may cause to be recorded in the office of the Spokane County Auditor a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.4 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by non-judicial sale by the Association, its attorney or other Person authorized to make the sale. Any such sale shall be conducted in accordance with the provisions of the Washington Law applicable to foreclosures of mortgages or deeds of trust, as applicable. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Washington as trustee for the purpose of conducting such power of sale or foreclosure. Each Owner, by taking title to a Building Lot warrants that such Building lot is not used principally for agricultural purposes.

8.5 Subordination to Certain Trust Deeds and Mortgages. The lien for the Assessments provided for herein in connection with a given Building Lot shall be subordinate to the lien of a deed of trust or mortgage given and made in good faith and for value that is of record as an encumbrance against an Owner's Building Lot prior to the recordation of a claim of lien for any Assessments. Except as provided in this Section 8.5 with respect to a trustee or mortgagee who acquires title to or a security interest in a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Restated Declaration and the costs set forth in Subsection 4.2.5 or Section 10.7.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Restated Declaration, no amendment of this Restated Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for

value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Restated Declaration as amended.

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The Association's books and records shall be made available to all Members as set forth in RCW Chapter 64.38.045.

9.2 Rules Regarding Inspection of Books and Records. The Board may adopt rules governing Members' access to this information.

9.3 Trustee's Rights of Inspection. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. The Association shall have an Architectural Committee consisting of that number of Persons, no fewer than four nor more than five individuals, specified from time to time by resolution of the Board. Members of the Architectural Committee shall be appointed by the Board. Individuals appointed to the Architectural Committee must satisfy such requirements as may be set forth in the Design Guidelines. Developers shall retain the right to appoint, augment, or replace all members of the Architectural Committee so long as any Building Lot in the Property remains unsold.

The Architectural Committee shall consist of no more or no less than two (2) Trustees at all times and there shall also be at least one member who is a licensed architect and one member who is a landscape designer or landscape architect ("Professionals"). Both Professionals shall be familiar with high quality residential design and construction in Spokane, Washington. No Owners shall be appointed to the Architectural Committee except in their capacity as Trustee) except that a non-Trustee Owner may also be a Professional as defined above. The Board may appoint from time-to-time, an Owner or Owners who are also resident(s), as a community liaison in a non-voting advisory, unpaid role ("Resident Advisor").

Each designated Professional shall be considered standing members and each shall be entitled to designate one alternate member, from time-to-time, as may be approved in advance by the Board (or the Developers as provided herein) to serve as an alternate when the standing member is unavailable to participate at an Architectural Committee meeting. Each member shall retain membership on the Architectural

Committee until such time as he or she has resigned or has been removed and his or her successor has been appointed, as provided herein. Members of the Architectural Committee may be removed at any time without cause.

10.2 Design Guidelines. The Architectural Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines (the "Design Guidelines"), which the Architectural Committee may, from time to time in its sole discretion, amend, repeal or augment. So long as Developers owns any Building Lots, any change in the Design Guidelines will be effective only if it is approved by Developers. The Design Guidelines are incorporated herein and shall be deemed to be a part of this Restated Declaration and shall be binding on all Owners, excluding Developers, Members and other Persons as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Association's records.

The Design Guidelines shall not apply to, and nothing contained in this Restated Declaration shall be construed to prevent or impair in any way, any development, operation, construction or improvement by Developers or any related entity within the Property, or other Parcels outside of the property that may become part of the Property in the future.

Subject to the provisions of Section 4.2.26, no building, fence, wall or other Improvement of whatever type shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change to the exterior of any residence or other Improvement upon a Parcel or a Building Lot or the Building Envelope, landscaping, tree removal, grading or drainage thereof, including but not limited to the painting (other than painting with the same color and type of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with drawings and specifications therefor which have been submitted to and approved by the Architectural Committee, in accordance with the Design Guidelines, as to harmony of external design and location in relation to surrounding structures and topography.

The Design Guidelines may also establish procedures to assure conformity of completed Improvements to drawings and specifications approved by the Architectural Committee.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Restated Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Restated Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire architects licensed with the State of Washington to assist the



Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any Improvement affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions of Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules will require a standard fee to accompany each application. The Architectural Committee, from time to time, shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring architect(s), as provided above, or for such other purposes as established by the Board.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of all required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) calendar days after filing all materials required by the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of a majority of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee who also serve as Trustees and the Resident Advisors (if any), shall receive no compensation for services rendered in their capacity as Trustees or Resident Advisor, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed to by the Board. It is expressly understood that the designated Professionals or other people or firms who provide other design, legal or administrative services for the Architectural Committee who may or may not be members of the Architectural Committee, may be compensated as agreed to by the Board.

10.7 Completion of Construction and Inspection of Work. After receipt of the approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed (the "Approved Application"), each Owner will be responsible for completing all Improvements in accordance with the Approved Application and adhering to all provisions of this Restated Declaration and the Design Guidelines regarding construction procedures. Upon completion of construction, the Owner shall give written notice of completion to the Architectural Committee, which shall inspect the Improvements within sixty (60) days thereafter. If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within one hundred eighty (180) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the Approved Application. If the Architectural Committee finds that (a) the Owner is not complying with the provisions of this Restated Declaration and the Design Guidelines regarding construction procedures or (b) the Improvements have not been completed in accordance with the Approved Application, the Architectural Committee shall notify the Owner in writing of such violation(s) and shall require the Owner to remedy the violation(s). If the Owner fails to remedy the violation(s)

within thirty (30) days (or such longer time as may be permitted by the Architectural Committee), the Architectural Committee shall notify the Board in writing of such failure. Upon receiving notice of violation from the Architectural Committee, the Board shall have the authority, in its sole discretion, to determine whether there is a violation and shall notify the Owner of its decision within thirty (30) days.

If the Board affirms the Architectural Committee's determination of a violation, the Owner shall be responsible for remedying the violation(s) as set forth in the notice from the Architectural Committee. If the Owner shall fail to remedy the violation, the Association, may, as one option, remedy the violation to the extent permitted under applicable law, and the Owner shall be obligated to reimburse the Association for all costs and expenses incurred in connection therewith and the Association shall also have the authority to levy a Limited Assessment against such Owner, as set forth in Article 7.4. Such reimbursable costs shall include all actual or estimated costs of remedying such non-compliance, reasonable attorney's fees and costs incurred or to be incurred, reimbursement for time spent by members of the Architectural Committee and/or Board incurred in connection with any review or consideration of such noncompliance and all other out-of-pocket expenses. The Association may pursue collection of such Limited Assessment as against such Owner and such Owner's Building Lot pursuant to this Restated Declaration. The foregoing option shall not be exclusive and the Association may also elect to pursue any remedy available at law or in equity, or as provided in this Restated Declaration.

**10.8 Non-Liability of Architectural Committee Members.** Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner, Grantee, or Developers or Declarants for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

**10.9 Variances.** The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Restated Declaration or any supplemental declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations

may be required. Such variances must be evidenced in writing, must be signed by a majority of the members of the Architectural Committee, and shall be effective upon the date stated in such variance or, if none, upon execution thereof by the requisite majority of the members of the Architectural Committee. If any variances are granted, no violation of the Covenants, Conditions or Restrictions contained in this Restated Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

## ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Developers. Developers intend to develop the Property, together with additional property, and may, in Developer's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Restated Declaration. Tracts may be annexed to the Property and brought within the provisions of this Restated Declaration as provided herein by Developer, its successors or assigns, at any time, and from time to time, without the approval of any Owner or the Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 By the Association. In addition to the provisions concerning annexations by Developers specified in section 11.1 above, Parcels may be created, subject to the same conditions by the Association upon the approval by Members holding at least two-thirds (2/3) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Parcels. Subject to the provisions hereof, upon recording of a Supplemental Declaration as to any Parcel, all provisions contained in this Restated Declaration shall apply to the Parcel in the same manner as if it were originally covered by this Restated Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Parcel shall be treated for all purposes as a Parcel as defined above. The Owners of Building Lots located in the Parcels shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association, within said Parcels shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Restated Declaration or any Supplemental Declaration applicable to such Parcels.

11.4 Method of Annexation. The addition of a Parcel to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Parcel, which shall be executed by Developers or the owner thereof and which shall annex such Parcel to the Property. Thereupon each Parcel shall be a part of the Property, shall be subject to this Restated

Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers and jurisdiction of the Association. Such Supplemental Declaration or other appropriate document may contain such additions, modifications, or deletions as may be deemed by Developers or the Owner thereof desirable to reflect the different character, if any, of the Parcel, or as Developers or such owner may deem appropriate in the development of the Parcel. If any Parcel is created, the Association shall have the authority to levy Assessments against the Owners located within such Parcel, and the Association shall have the duty to maintain additional Common Area located within the Parcel if so specified in any Supplemental Declaration.

11.5 Deannexation. Developers may delete all or a portion of the Property except unsold platted Building Lots, including previously annexed Parcels, from the Property and from coverage of this Restated Declaration and jurisdiction of the Association, so long as any of the Developers have an interest in such Parcels and provided that a Supplemental Declaration of Deannexation of Property is recorded in the Office of the Spokane County Auditor in the same manner as a Supplemental Declaration of Annexation. Members other than Developers as described above shall be entitled to deannex all or any portion of a Parcel on the favorable vote of seventy-five percent (75%) of all Members of the Association and written approval of Developers so long as any of the Developers own any portion of the Property described on Exhibit A or any other real property which is then part of the Property.

## ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment: There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to minor unintentional wrongful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Restated Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a Improvement on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section.

12.2 Easements of Access: Subject to the provisions of Sections 4.2.33 and 6.1.2, all Owners will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways.

This easement shall run with the land. Such easements may be used by any of the Developers, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Developers expressly reserved (and such reservation is hereby expressly ratified and continued) for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Restated Declaration shall be subject to all easements heretofore or hereafter granted by Developers or the Association for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarants did reserve (and such reservation is hereby expressly ratified and continued) for the benefit of the Association and Developers the right to grant additional easements and rights-of-way over the Property and/or a Parcel, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to an Owner.

12.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of The Ridge at Hangman or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Developer, the Association or designated entity with regard to the landscaping easement described in this Article, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

12.5 Driveway Easements. Whenever a roadway or driveway access has been installed, including paving, by the Developer as an initial infrastructure Improvement at the time of platting each phase that serves more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such access as required to serve such Owner's Building Lot, and the Association shall be responsible for the costs to repair, replace, plow, and otherwise maintain such driveway access and to maintain the related Common Area landscape Improvements that were installed by the Developer within any such easement or open space Parcel.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the improvement, repair or replacement of driveway Improvements, including utility connections or landscaping, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Restated Declaration for Limited Assessments.

12.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway Improvement, seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

12.8 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of an Improvement, or a fence or retaining wall, is legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee, and

is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such Improvement or fence so long as such use does not cause damage to the Improvement or fence.

**12.9 Wildlife Preservation Area.** The (i) approximate 104 acre parcel, adjacent to portions of platted Phases I, II and IV of The Ridge at Hangman, P.U.D., which parcel is legally described on Exhibit "C" attached hereto and (ii) that portion of Tract "E" that lies to the west, north, and east of Lots 1, 2, and 3, of Block 28 (excluding the Latah Creek Private Drive entry area and the area between Latah Creek Private Drive and Hangman Valley Road) ("Wildlife Preservation Area"), have been designated as open space tracts in perpetuity.

The Wildlife Preservation Area shall be managed in a manner consistent with the intent of the Wildlife Enhancement Plan contained in the original Environmental Impact Statement, namely: to preserve and permit expansion of wildlife habitat on the Wildlife Preservation Area and to protect and enhance wildlife on the Wildlife Preservation Area. The following uses are permitted on the Wildlife Preservation Area:

1. Farming uses consistent with growing and harvesting alfalfa and/or other grain crops beneficial to wildlife management and preservation. Weed prevention and control shall be permitted.
2. Utility uses, including any Improvements to the existing Ridge at Hangman water system, such as the drilling of new wells or the installation of related piping and equipment; and uses associated with the repair, maintenance and monitoring of such water systems; and other utility uses that benefit the Association or its Members shall be permitted.
3. Public easements for sanitary drainfields as may be reasonably necessary for any Building Lot or portion of the Property which is part of any phase of The Ridge at Hangman, easements for access for construction and maintenance of any such drainfields, easements necessary for disposal and disbursement of surface water, and easements as reasonable or necessary for bank maintenance or stabilization.
4. Other related activities as deemed reasonable or necessary to manage and maintain the Wildlife Preservation Area consistent with the overall objective of the preservation of wildlife on the Wildlife Preservation Area.

The following uses shall not be permitted on the Wildlife Preservation Area:



1. Any use of the Wildlife Preservation Area which that is inconsistent with the overall objectives of the preservation and protection of wildlife, including public access.

2. Hunting, trapping or intentional flushing of birds, deer, elk or other protected animals or any other activity that may be harmful to or which constitute harassment of such wildlife.

3. No dogs or cats are permitted on the Wildlife Preservation Area, and each Owner shall be responsible for assuring compliance with regard to their household pets.

12.10 Wildlife Protection. The open space corridors adjacent to Phase 8 lots along Latah Creek, contain significant upland bird (pheasant and grouse) and migratory waterfowl. Hunting, trapping, intentional flushing, or any other action which may be harmful to, or shall constitute harassment of any wildlife is prohibited. No Owners or their invitees or guests shall be permitted within these open space corridors. No dogs or cats are permitted within these open space corridors and each Owner shall be responsible for assuring compliance with regard to their household pets.

#### ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Restated Declaration shall run for a term of twenty (20) years from the date this Restated Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Spokane County Auditor. Further provided that the Association shall not be dissolved without the prior written approval of the City of Spokane and Spokane County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable governmental requirements.

### 13.2 Amendment.

13.2.1 By Developer. Except as provided in Section 13.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Restated Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Developers by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Parcel may be made by Developers by an amendment to this Restated Declaration at any time up to the recordation of the first deed to a Building Lot in such Parcel.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Restated Declaration, the provisions of this Restated Declaration, other than this Article XIII, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Spokane County Auditor. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.3 Trust Deed and Mortgage Protection. Notwithstanding any other provision of this Restated Declaration, no amendment of this Restated Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage covering a Building Lot, made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such deed of trust or mortgage, such Building Lot shall remain subject to this Restated Declaration, as amended.

13.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Master Association, as provided in this Section.

### 13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

13.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in any of the Developers, the Association or any Owner of a Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

13.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Restated Declaration and subject to any or all of the enforcement procedures set forth in this Restated Declaration and any or all enforcement procedures in law or equity.

13.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

13.6 Interpretation. The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Restated Declaration shall be construed and governed under the laws of the State of Washington.

13.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Restated Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection, each of the provisions of this Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.6.4 Captions. All captions and titles used in this Restated Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

13.7 Successors and Assigns. All references herein to Declarants, Developer, Owners, Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Declarants, Developer, Owners, Association or Person.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first set forth above.

**ASSOCIATION:**

**RIDGE AT HANGMAN HOMEOWNERS ASSOCIATION**

By: 

Fred Duffy, President

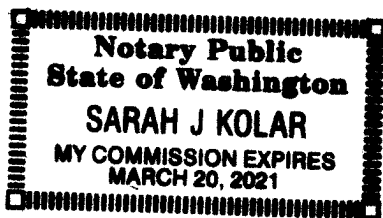
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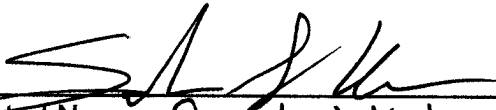
Bob Schwartz, Secretary

STATE OF WASHINGTON }  
 } ss.  
COUNTY OF SPOKANE }

On this 6<sup>th</sup> day of September 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Duffy and Bob Schwartz, to me known to be the President and Secretary, respectively, of **Ridge at Hangman Homeowners Association**, a Washington nonprofit corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



  
Printed Name: Sarah J Kolar  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires March 20, 2021

## **EXHIBIT "A"**

### **Ridge at Hangman, Spokane County, Washington**

Phase I, recorded on August 10, 1994  
Phase II, recorded on July 24, 1996  
Phase III, recorded on October 28, 1998  
Phase IV, recorded on May 27, 1999  
Phase V, recorded on April 9, 2002  
Phase VI, recorded on June 3, 2005  
Phase VII, recorded on July 12, 2006  
Phase VIII, recorded on October 2, 2007

Pursuant to Article XI, the real estate Parcel labeled "EXCEPTION" shown on the Final P.U.D. Plat of THE RIDGE AT HANGMAN PHASE I, recorded in Volume 22 of plats, pages 42-48, situate in the county of Spokane, State of Washington (the "Exception Building Lot"), Assessor's Tax Parcel #: 34332.9003, shall be annexed and subject to the provisions of this Restated Declaration.

Pursuant to Article XI, the following four Parcels shall be annexed as Common Area open space and become subject to the provisions of this Restated Declaration.

1. Entry Parcel of approximately 59.48 acres  
Abbreviated legal description: 29-24-43 PTN of the NE ¼ LYG E of PSH 3 EXC the N 845 FT of the NE ¼ of the NE ¼ LYG ELY of HWY & EXC the N 623 FT of S 643 FT of the E 350 FT of NE ¼ & EXC Excelsior RD & EXC Platted PTN Assessor's Tax Parcel #: 34291.9053
2. Parcel of approximately 6.14 acres  
Abbreviated legal description: 28-24-43 SW ¼ of SW ¼ EXC Platted PTNS  
Assessor's Tax Parcel #: 34283.9069
3. Parcel of approximately 0.36 acres  
Abbreviated legal description: 33-24-43 NW ¼ of NW ¼ LYG NWLY of Platted PTNS Assessor's Tax Parcel #: 34332.9067
4. Parcel of approximately 11.10 acres  
Abbreviated legal description: 32-24-43 E ½ of E ½ LYG NLY of Wildflower LN EXC Platted PTNS & EXC RDS Assessor's Tax Parcel #s: 34321.9086

**EXHIBIT "B"**

**LEGAL DESCRIPTION**  
**Remainder of THE RIDGE AT HANGMAN**

**PARCEL "A"**

All that portion of the NE 1/4 of Section 29, T.24 N., R.43 E., W.M. in the County of Spokane, Washington, lying Easterly of the Easterly right of way line of Primary State Highway No. 3.

EXCEPTING THEREFROM that portion of the North 845.00 feet of the NE 1/4 of the NE 1/4 of said Section 29, lying Easterly of said Primary State Highway No. 3;

ALSO EXCEPTING THEREFROM that portion lying within the following described property:

Beginning at the Southeast corner of the NE 1/4 of said Section 29; thence North along said section line to a point of intersection of the North boundary of Excelsior Road; thence North along said section line 623.00 feet; thence West parallel with the South section line 350.00 feet; thence South parallel with the East section line 623.00 feet more or less to a point of intersection with the County Road known as Excelsior Road; thence East along the North boundary of said Excelsior Road to the Point of Beginning;

AND ALSO EXCEPTING THEREFROM that portion lying within the bounds of Excelsior Road, a County road on the South

**PARCEL "B"**

That portion of the NE 1/4 of Section 28, T.24 N., R.43 E., W.M. in the County of Spokane, Washington lying Northwesterly of the center line of thread of Latah Creek;

EXCEPTING THEREFROM that portion, if any, lying within the NE 1/4 of the NE 1/4 of the NE 1/4 of said Section 28;

**PARCEL "C"**

The West 1/2 of Section 28, T.24 N., R.43 E., W.M., in the County of Spokane, Washington;

ALSO the SW 1/4 of the SE 1/4 of said Section 28;

EXCEPTING THEREFROM that portion lying within Hangman Valley Golf Course as per deed recorded under Spokane County Auditor's File No. 415357-C;

ALSO EXCEPTING THEREFROM that portion lying within the following described property:

Beginning at a point on the Southwesterly line of Hangman Valley Golf Course as per deed recorded under Spokane County Auditor's File No. 415357-C, said Southwesterly line, have a record bearing of N.41°40'30"W. and a distance of 606.59

feet and said point of beginning being S.41°40'30"E. 50.00 feet from the Northwesterly most point of said line; thence N.87°10'28"W. 301.11 feet; thence N.55°38'23"W. 329.13 feet; thence N.45°22'46"E. 288.64 feet to a point on the Westerly line of said Hangman Valley Golf Course, said point being the North most end of a line have a record bearing of N.07°46'30"W. and a distance of 200.68 feet; thence S.07°46'30"E., 200.68 feet along said Southwesterly line of said Hangman Valley Golf Course; thence S.61°24'00"E., 349.21 feet; thence S.41°40'30"E., 50.00 feet to the point of beginning.

ALSO EXCEPT those portions of said South 1/2 of Section 28 quitclaimed to Spokane County by Quit Claim Deed recorded under Auditor's Document No. 9407180050;

ALSO TOGETHER with those portions of the South 1/2 of said Section 28 quitclaimed to John R. Peterson and Jacqueline M. Peterson, husband and wife, by Quit Claim Deed recorded under Auditor's Document No. 9407180051;

#### PARCEL "D"

A Parcel of land located in the S 1/2 of Section 28 T.24N., R.43 E., W.M., in Spokane County, Washington described as follows:

Beginning at the Southeast corner of said Section 28; thence N.89°55'00"W. along the South line of said Section 28 1,300.81 feet to the Northeast corner of the W 1/2 at the NE 1/4 of Section 33, T.24 N., R.43 E., W.M. as recorded in Survey Book 25, page 67 at the Spokane County Court House and the true point of beginning; thence N.82°56'39"W., 114.34 feet; thence N.56°02'15"W. 184.20 feet; thence N.27°17'33"W. 104.48 feet; thence N.48°04'50"W. 159.76 feet; thence N.73°46'46"W. 79.38 feet; thence N.67°31'29"W. 153.35 feet; thence N.71°21'02"W. 197.82 feet; thence S.82°40'44"W., 161.39 feet to a point on the Southerly line of Hangman Valley Golf Course as per dead recorded under Spokane County Auditor's File No. 415357-C said line having a record bearing of N.79°57'00"W. and a distance of 507.71 feet and said point being S.79°57'00"E. 275.57 feet from the Westerly end of said line; thence N.54°19'36"W. 83.75 feet; thence S.89°47'21"W. 203.31 feet to the Westerly end of said Southerly line; thence N.69°15'09"W. 104.98 feet; thence S. 10°09'56"W. 144.62 feet; thence S.45°47'14"W. 71.47 feet; thence N.82°46'07"W. 130.87 feet; thence N.54°27'55"W. 61.04 feet; thence N.77°45'59"W. 93.44 feet; thence N.71°21'55"W. 108.38 feet; thence N.66°01'52"W. 78.84 feet; thence N.61°49'24"W. 162.42 feet; thence N.81°56'17"W. 62.61 feet; thence N.46°31'37"W. 70.40 feet; thence N.42°01'28"W. 217.86 feet; thence N. 37°34'23"W. 58.03 feet; thence N.52°51'21"W. 113.91 feet; thence N.69°08'54"W. 102.43 feet to a point on the Southeasterly line at said Hangman Valley Golf Course, said Southwesterly line having a record bearing of N.41°40'30"W. a distance of 606.59 feet and said point being S.41°40'30"E. 50.00 feet from the Northwesterly most point of said line; thence along the Southwesterly and Southerly line of said Hangman Valley Golf Course S.41°40'30"E. 556.59 feet; thence S.70°14'30"E. 806.08 feet; thence N.24°11'00"E. 282.64 feet; thence S.79°57'00"E. 507.71 feet; thence S.60°50'00"E. 375.71 feet; thence S.47°11'00"E. 317.96 feet to a point on the South line of said Section 28; thence S.89°55'00"E. 208.57 feet to the true point of beginning.



PARCEL "E"

The East 1/2 of the NE 1/4 of Section 32, T. 24 N., R. 43 E., W.M., in Spokane County, Washington.

EXCEPTING therefrom all that portion lying within the bounds of Washington Road No. 196, as conveyed to Spokane County by Deed recorded November 15, 1906, in Volume 126 of Deeds, page 490, under Auditor's File No. 155322.

PARCEL "F"

The North 1/2 of the NE 1/4 of the SE 1/4 of Section 32, T.24 N., R.43 E., W.M. in Spokane County, Washington.

ALSO that portion of the NW 1/4 of the SE 1/4 of said Section lying easterly of the easterly right of way of Primary State Highway No. 3.

PARCEL "G"

The North 1/2 of Section 33, T.24 N., R.43 E., W.M., in Spokane County, Washington AND the North 1/2 of the SE 1/4 of said Section;

EXCEPTING THEREFROM that portion of said section lying within the following described property:

Beginning at the Southwest corner of said North 1/2 of the SE 1/4; thence East along the south line of said North 1/2, a distance of 400 feet; thence North 400.00 feet; thence Southwesterly to the point of beginning;

AND ALSO EXCEPTING THEREFROM that portion of said section lying within the following described property:

Beginning at the Northeast corner of said Section 33; thence N.89°55'00"W. along the North line of said Section 33, a distance of 746.86 feet to the True Point of Beginning; thence S.54°23'32"W. a distance of 579.50 feet; thence N.66°09'28"W. a distance of 94.84 feet; thence N.00°44'16"E., a distance of 299.90 feet to a point on the North line of said Section 33; thence S.89°55'00"E., along the North line of said Section 33, a distance of 554.03 feet to the True Point of Beginning.

FURTHER EXCEPTING that real property described as the Abandoned Oregon, Washington Railroad right of way strip across the NE 1/4 of the NW 1/4 of said Section 33;

ALSO EXCEPT that portion of the NE 1/4 of said Section 33 quitclaimed to Spokane County by Quit Claim Deed recorded under Auditor's Document No. 9407180050;

All that portion of the Northeast quarter of Section 28, Township 24 North, Range 43 East of the Willamette Meridian, lying Northwesterly of the Northwesterly right of way of Hangman Valley Road and lying Southeasterly of the center line of thread of Latah Creek;

EXCEPTING THEREFROM the Northeast quarter of the Northeast quarter of the Northeast quarter of said Section 28;

AND ALSO EXCEPTING THEREFROM that portion lying within the following described property:

BEGINNING at the Southeast corner of Section 28, Township 24 North, Range 43 East of the Willamette Meridian, and running on the East-West line of Section 28 and Section 33 on a bearing North 89°55' West a distance of 430.00 feet to the True point of Beginning; thence continuing on said bearing North 89°55' West a distance of 1079.38 feet; thence North 47°11' West a distance of 317.96 feet; thence North 60°50' West a distance of 375.71 feet; thence North 79°57' West a distance of 507.71 feet; thence South 24°11' West a distance of 282.64 feet; thence North 70°14 1/2' West a distance of 806.08 feet; thence North 41°40 1/2' West a distance of 606.59 feet; thence North 61°24' W a distance of 349.21 feet; thence North 7°46 1/2' West a distance of 200.68 feet; thence North 36°19' East a distance of 462.30 feet; thence North 52°43' East a distance of 300.00 feet; thence North 18°45 1/2' East a distance of 167.71 feet; thence North 7°48 1/2' West a distance of 1147.14 feet; thence North 31°36 1/2' East a distance of 648.80 feet; thence North 44°54' East a distance of 470.93 feet; thence South 37°10 1/2' East a distance of 650.38 feet; thence South 17°24' East a distance of 1394.62 feet; thence South 42°53 1/2' East a distance of 832.25 feet; thence South 81°14 1/2' East a distance of 638.54 feet; thence North 77°38 1/2' East a distance of 231.63 feet; thence South 64°41 1/2' East a distance of 816.13 feet; thence South 1°35 1/2' West a distance of 209.65 feet; thence South 15°59 1/2' West a distance of 623.05 feet; thence South 25°43' West a distance of 284.37 feet; thence South 00°43' West a distance of 138.71 feet to the True Point of Beginning;

Situate in the County of Spokane, State of Washington.

#### EXCEPTION

EXCEPT ANY portion of the above-described Property included in Exhibit "A," as amended from time to time.

**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR WILDLIFE PRESERVATION AREA**

A Parcel of land in the east half of Section 33, Township 24 North, Range 43 East, W.M., in Spokane County, Washington; being more particularly described as follows:

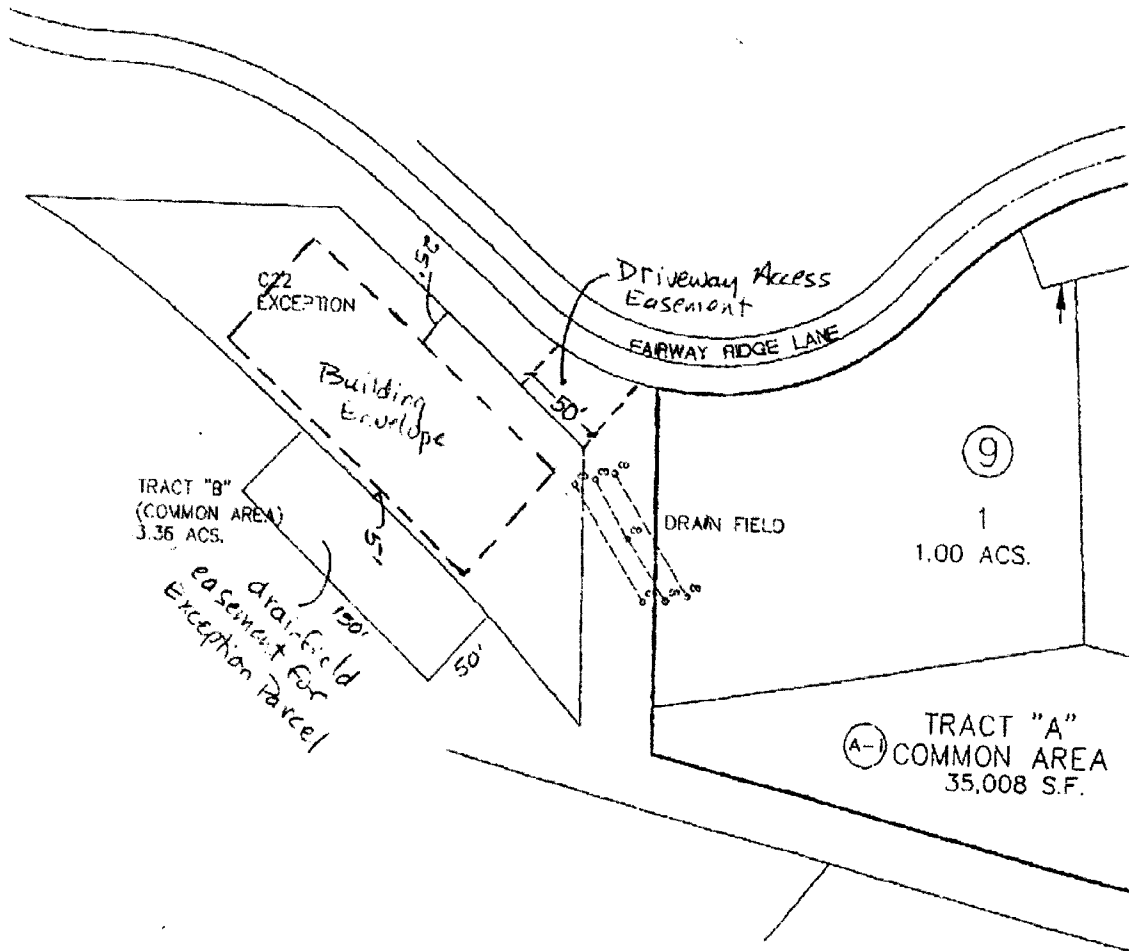
Beginning at the northeast corner of said Section 33; thence N.89°55'00"W., along the north line of said Section 33, 746.79 feet; thence S.54°24'07"W., 223.35 feet; thence S.59°08'36"E., 357.20 feet; thence S.34°24'50"W., 669.81 feet; thence S.53°40'13"W., 360.37 feet; thence S.17°10'21"W., 360.68 feet; thence N.72°55'44"W., 139.85 feet; thence N.85°14'20"W., 201.74 feet; thence S.25°09'37"W., 435.32 feet; thence S.13°47'01"E., 113.88 feet; thence S.15°32'14"W., 217.70 feet; thence S.13°57'33"E., 309.20 feet; thence S.10°51'09"W., 233.35 feet, to a point on the south line of the northeast quarter of said Section 33; thence S.88°53'32"E., along the said south line of the northeast quarter of said Section 33, 579.00 feet; thence S.00°29'06"W., 332.32 feet; thence S.88°53'32"E., 660.00 feet; thence S.00°29'06"W., 660.00 feet; thence S.88°53'32"E., 657.00 feet to a point on the east line of said Section 33; thence N.00°29'06"E., along the said east line of said Section 33, 992.32 feet to the east quarter corner of said Section 33; thence, continuing along the said east line of said Section 33, N.00°28'21"E., 2645.41 feet to the northeast corner of said Section 33 and the POINT OF BEGINNING;

EXCEPT any portion lying within the plats of The Ridge at Hangman, Phases I, II, and IV.

Area = 104± Acres

## EXHIBIT D

Diagram for Exception Lot



## EXHIBIT E

The Ridge at Hangman Homeowners Association												
Lots not Hooked Up to Water System												
Block	Lot	Phase	HOA	H2O	Min. Water Charges		House		2/20/2012	Street Name	Current Owner Name	Orig Sale Date
ID	ID				2012	2015	Unsold	No.				
Blk 7	Lot 6	2	1		1			13524 S.	Greyhawk Lane	Cooper, Robert & Paula		96/05/08
Blk 4	Lot 6	1	1		1			13226 S.	Bluegrouse Lane	Stoll, Robert & Nancy		03/20/98
Blk 10	Lot 4	3	1		1			12923 S.	Fairway Ridge Lane	Tirk, Mike & Margaret		06/29/98
Blk 6	Lot 2	2	1		1			13319 S.	Plumrose Lane	Mickelson, Ron & Rita		09/18/98
Blk 14	Lot 8	4	1		1			12909 S.	Buttercup Lane	Reugh, Mark & Cynthia		08/20/99
Blk 13	Lot 6	4	1		1			13329 S.	Covey Run Lane	McCann, Dave & Alethea		01/07/00
Blk 13	Lot 8	4	1		1			13305 S.	Covey Run Lane	Chen, Robert & Michelle Jou		07/11/00
Blk 14	Lot 3	4	1		1			12920 S.	Buttercup Lane	Minderman, Sean & Michelle		03/06/01
Blk 13	Lot 9	4	1		1			13223 S.	Covey Run Lane	Mickelson, Ron & Rita		01/03/02
Blk 8	Lot 6	2	1		1			1421 E.	Wildflower Lane	Dixon, Mike & Pam		04/07/02
Blk 16	Lot 3	5	1		1			1716 E.	Sunburst Lane	Lim, Jae & Sora		05/23/02
Blk 14	Lot 11	4	1		1			13003 S.	Buttercup Lane	Wilmot, Craig & Marilyn		10/04/02
Blk 8	Lot 5	2	1		1			1415 E.	Wildflower Lane	Lester, Joseph & Margaret		12/23/02
Blk 2	Lot 4	1	1		1			12721 S.	Deercreek Lane	Hanna, Steve & Debbie		01/21/04
Blk 8	Lot 2	2	1		1			1305 E.	Wildflower Lane	Pittman, Jim & Janet		04/23/04
Blk 15	Lot 5	5	1		1			12603 S.	Flying Goose Lane	Tye, Rick & Lori		04/26/04
Blk 16	Lot 9	5	1		1			12111 S.	Fairway Ridge Lane	Wilson, Craig & Esther		09/27/04
Blk 16	Lot 6	5	1		1			1818 E.	Sunburst Lane	Faloon, William		09/30/04
Blk 16	Lot 7	5	1		1			1817 E.	Sunburst Lane	Rocca, Ric & Kathy		02/10/05
Blk 11	Lot 5	4	1		1			2410 E.	Hangman Creek Lane	Campbell, Joseph & Carol		05/31/05
Blk 11	Lot 9	4	1		1			13105 S.	Fairway Ridge Lane	Duffy, Fred & Amy		06/14/05
Blk 11	Lot 7	4	1		1			13015 S.	Fairway Ridge Lane	Duffy, Fred & Amy		06/17/05
Blk 12	Lot 1	4	1		1			13006 S.	Fairway Ridge Lane	Sanders, Tom & Liz		08/15/05
Blk 18	Lot 12	6	1		1			11511 S.	Fairway Ridge Lane	Brower, David & Marcia		08/25/05
Blk 18	Lot 8	6	1		1			11707 S.	Fairway Ridge Lane	Kizzlar, John & Debbie		09/01/05
Blk 21	Lot 3	6	1		1			11908 S.	Quail Creek Lane	Duffy, Fred & Amy		11/10/05
Blk 22	Lot 1	6	1		1			11905 S.	Quail Creek Lane	Wintozak, Thomas		11/21/05
Blk 17	Lot 3	5	1		1			12217 S.	Quail Creek Lane	Earle, Randy & Kim		11/29/05
Blk 12	Lot 2	4	1		1			13110 S.	Fairway Ridge Lane	Campbell, Joseph & Carol		01/17/06

SECOND AMENDED AND RESTATED DECLARATION FOR THE RIDGE AT HANGMAN - EXHIBIT E, PAGE 1

## EXHIBIT E

The Ridge at Hangman Homeowners Association													
Lots not Hooked Up to Water System													
Block	Lot	Phase	HOA	H2O	Min. Water Charges		House	2/20/2012		Street Name	Current Owner Name	Orig Sale	Date
ID	ID				2012	2015	No.						
Blk 21	Lot 8	6	1		1		1302 E.		Quail Creek Lane		Stoll, Robert & Nancy		06/05/06
Blk 5	Lot 2	2	0				13505 S.		Bluegrouse Lane		Peterson, John & Jacqueline		07/11/06
Blk 5	Lot 3	2	0				13521 S.		Bluegrouse Lane		Peterson, John & Jacqueline		07/11/06
Blk 20	Lot 1	6	1	0	1		12121 S.		Quail Creek Lane		Cram, Henry		08/04/06
Blk 18	Lot 7	6	1		1		11719 S.		Fairway Ridge Lane		Pedigo, Jerry		08/14/06
Blk 25	Lot 11	7	1		1		13112 S.		Upper Meadow Lane		Thone, Scott & Jennifer		09/15/06
Blk 25	Lot 10	7	1		1		13124 S.		Upper Meadow Lane		McCullar Family LLC		09/15/06
Blk 23	Lot 2	7	1		1		1606 E.		Creekview Lane		Van Cleve, Bill & Rita		10/02/06
Blk 25	Lot 1	7	1		1		13615 S.		Lookout Lane		Ahmad, Rana Nauman		10/18/06
Blk 21	Lot 7	6	1		1		1328 E.		Quail Creek Lane		Murphy, Timothy & Valerie		11/22/06
Blk 17	Lot 6	5	1		1		12112 S.		Fairway Ridge Lane		Campbell, Joseph & Carol		12/07/06
Blk 23	Lot 1	7	1		1		1532 E.		Creekview Lane		Inland NW Bank		12/13/06
Blk 25	Lot 4	7	1		1		13320 S.		Lookout Lane		Schubert, Dan & Verna		02/13/07
Blk 25	Lot 14	7	1		1		13111 S.		Upper Meadow Lane		Bacal, Joe & Teresa		06/15/07
Blk 1	Lot 6	1	1		1		12733 S.		Fairway Ridge Lane		Taylor Design, LLC		07/16/07
Blk 18	Lot 9	6	1		1		11613 S.		Fairway Ridge Lane		Fairbanks, Robert K.		07/30/07
Blk 25	Lot 2	7	1		1		13517 S.		Lookout Lane		Douglas, David E and Grace		07/30/07
Blk 23	Lot 8	7	1		1		1914 E.		Creekview Lane		McCullar Family LLC		09/10/07
Blk 23	Lot 6	7	1		1		1812 E.		Creekview Lane		Orlob, Wesley		09/14/07
Exception Lot		9	1	0	1		128?? S.		Fairway Ridge Lane		McCabe Mark & Christine		12/12/08
Blk 27	Lot 14	8	1			1	11601 S.		Hoot Owl Lane		Ware, Barry & Carla		07/15/12
Blk 23	Lot 4	7					1702 E.	1	Creekview Lane		UNSOLD		
Blk 23	Lot 5	7					1716 E.	1	Creekview Lane		UNSOLD		
Blk 27	Lot 8	8					11411 S.	1	Elk Run Lane		UNSOLD		
Blk 27	Lot 7	8					11415 S.	1	Elk Run Lane		UNSOLD		
Blk 27	Lot 9	8					11418 S.	1	Elk Run Lane		UNSOLD		
Blk 27	Lot 6	8					11421 S.	1	Elk Run Lane		UNSOLD		
Blk 27	Lot 5	8					11509 S.	1	Elk Run Lane		UNSOLD		
Blk 27	Lot 4	8					11517 S.	1	Elk Run Lane		UNSOLD		

SECOND AMENDED AND RESTATED DECLARATION FOR THE RIDGE AT HANGMAN - EXHIBIT E, PAGE 2

## EXHIBIT E

The Ridge at Hangman Homeowners Association													
Lots not Hooked Up to Water System													
Block	Lot	Phase	HOA	H2O	Min. Water Charges		House	2/20/2012		Current Owner Name	Orig Sale		
ID	ID				2012	2015	No.	Street Name			Date		
Blk 27	Lot 3	8					1	11615 S.	Elk Run Lane	UNSOLD			
Blk 27	Lot 2	8					1	11625 S.	Elk Run Lane	UNSOLD			
Blk 27	Lot 1	8					1	11703 S.	Elk Run Lane	UNSOLD			
Blk 26	Lot 10	8					1	11305 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 9	8					1	11311 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 8	8					1	11315 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 7	8					1	11319 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 11	8					1	11323 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 6	8					1	11323 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 5	8					1	11415 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 4	8					1	11419 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 3	8					1	11421 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 12	8					1	11422 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 2	8					1	11425 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 1	8					1	11503 S.	Fairway Ridge Lane	UNSOLD			
Blk 18	Lot 13	6					1	11507 S.	Fairway Ridge Lane	UNSOLD			
Blk 26	Lot 13	8					1	11516 S.	Fairway Ridge Lane	UNSOLD			
Blk 18	Lot 11	6					1	11605 S.	Fairway Ridge Lane	UNSOLD			
Blk 18	Lot 5	6					1	11901 S.	Fairway Ridge Lane	UNSOLD			
Blk 27	Lot 17	8					1	11512 S.	Hoot Owl Lane	UNSOLD			
Blk 27	Lot 16	8					1	11519 S.	Hoot Owl Lane	UNSOLD			
Blk 27	Lot 15	8					1	11523 S.	Hoot Owl Lane	UNSOLD			
Blk 27	Lot 18	8					1	11604 S.	Hoot Owl Lane	UNSOLD			
Blk 25	Lot 5	7					1	13419 S.	Lookout Lane	UNSOLD			
Blk 25	Lot 6	7					1	13420 S.	Lookout Lane	UNSOLD			
Blk 25	Lot 3	7					1	13503 S.	Lookout Lane	UNSOLD			
Blk 24	Lot 2	7					1	1824 E.	Tomahawk Lane	UNSOLD			
Blk 24	Lot 3	7					1	1912 E.	Tomahawk Lane	UNSOLD			
Blk 24	Lot 4	7					1	1918 E.	Tomahawk Lane	UNSOLD			

SECOND AMENDED AND RESTATED DECLARATION FOR THE RIDGE AT HANGMAN - EXHIBIT E, PAGE 3

## EXHIBIT E

The Ridge at Hangman Homeowners Association												
Lots not Hooked Up to Water System												
Block ID	Lot ID	Phase	HOA	H2O	Min. Water Charges			House No.	2/20/2012	Current Owner Name	Orig Sale Date	
					2012	2015	Unsold					
Blk 24	Lot 5	7						1	1922 E. Tomahawk Lane	UNSOLD		
Blk 24	Lot 6	7						1	1928 E. Tomahawk Lane	UNSOLD		
Blk 25	Lot 12	7						1	1315 E. Upper Meadow Lane	UNSOLD		
Total		90	48	47	1	40						

[illegible]