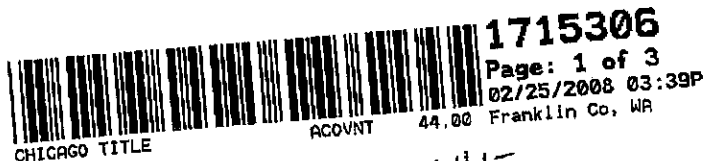


After Recording, Please Mail To:

Desert Sunset Development LLC  
9200 SE Sunnybrook Blvd. Suite 210  
Clackamas, OR 97015



44-  
CHICAGO TITLE INSURANCE

320476

Grantor(s): Desert Sunset Development LLC, a Washington corporation  
Grantee(s): Lot #1 through Lot #51 of Plat of Casa Del Sol Phase 6

### AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASA DEL SOL SUBDIVISION, PHASE 1

This amendment of declaration is made and entered into on the date set forth below by Desert Sunset Development LLC, a Washington corporation (hereinafter referred to as the "Declarant"), for purposes of subjecting the following-described platted residential lots to various covenants, conditions and restrictions set forth herein: Lot #1 through Lot #51 of Plat of Casa Del Sol Phase 6, of Assessor's Tax Parcel Number 116-410-016 through 116-410-066.

WHEREAS, the above-described recorded Plat and all terms and conditions set forth on the face thereof are hereby incorporated herein by this reference, and

WHEREAS, the residential subdivision development within which the Casa Del Sol lots are located is commonly known as, and hereinafter referred to as, "Casa Del Sol", and

WHEREAS, the Declarant presently owns more than 80% of the Casa Del Sol lots upon which the Declarant is building (or intends to build) homes for ultimate marketing and sale to new homebuyers, and

AMENDMENT -- Section 19, FENCING, shall be amended as follows:

FENCING -- All fences to be 6' vinyl or composite, and all fences must be approved by ACC. Detailed plans showing the height and location of any proposed fencing on a Casa Del Sol Lot shall be submitted to the ACC for review and approval prior to any fencing (including, without limitation, yard fencing, border fencing, and dog run/kennel fencing) being erected, replaced, repaired or altered on any lot. For purposes of this paragraph, plants, trees, hedges, and similar types of vegetation shall be considered as "fencing" or "fences" when planted and located in such a manner on a lot as to

effectively constitute a concentrated mass planting. For further purposes of this paragraph, gates or movable access panels shall be considered as "fencing" or "fences."

a. **HEIGHT.** In general, except as provided otherwise below, and without limiting the power and discretion of the ACC to reject any proposed fencing plan, no fence on any Casa Del Sol Lot shall exceed six (6) feet in height. Provided that, in the event that applicable governmental regulations and/or other provisions contained in this Declaration specifically require a particular fence to be of a different height, then such regulations and/or other provisions shall take precedence and control.

b. **COMPLETION.** Upon the ACC approving a particular fencing plan submitted to it for review, the fencing contemplated by such plan shall be constructed and completed within three (3) months from the date of plan approval.

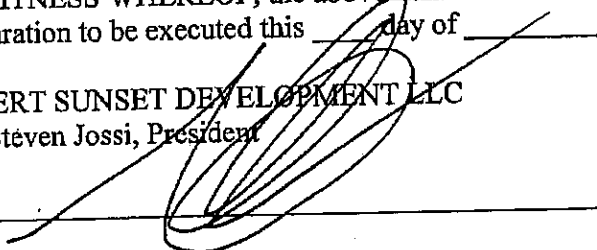
c. **MAINTENANCE/REPAIR.** All fences shall be continuously maintained in good condition and repair. In the event any fencing is fully or partially damaged by any cause, the damaged fencing shall be fully repaired/replaced to its original condition within two (2) months from the date of damage.

d. **SETBACK.** No fence shall be erected or placed on any Casa Del Sol lot closer to any street or cul-de-sac than the applicable building setback line.

e. **LIMITED ACCESS.** For purposes of erecting, repairing or maintaining any fence located upon and along the dividing line between adjacent Casa Del Sol Lots, a perpetual, limited and non-exclusive easement of five (5) feet in width on each side of such dividing line is hereby created to provide the adjacent lot owners on either side of the dividing line limited access to the other adjacent lot for such purposes.

IN WITNESS WHEREOF, the above-named and undersigned Declarant has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

DESERT SUNSET DEVELOPMENT LLC  
By: Steven Jossi, President



STATE OF Washington )  
County of Benton ) : ss



On this day personally appeared before me, STEVEN JOSSI, to me known to be the individual described in and who executed the foregoing instrument as President of, and on behalf of, DESERT SUNSET DEVELOPMENT LLC; and who acknowledged that he signed the same as the authorized, free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and seal this 22nd day of February, 2008.

Print Name: Patricia A. Sweetwood  
**PATRICIA A. SWEETWOOD**

NOTARY PUBLIC in and for the state of WA, residing at  
Pasco.

My commission expires: 11-15-10

