

AFTER RECORDING, MAIL TO:

Homes and Land Real Estate LLC
Attn.: David Greeno, Member/Manager
12406 Eagle Reach Court
Pasco, WA 99301

Reference No(s): 1729004

Grantor(s): Homes and Land Real Estate LLC, a Washington limited liability company

Grantee(s): Lots 1 through 23, inclusive, Lamb Estates Subdivision, according to the Plat thereof recorded in Volume D of Plats, Page 349, records of Franklin County, Washington.

Abbreviated Legal Description(s): Lots 1 through 23, inclusive, Lamb Estates Subdivision, according to the Plat thereof recorded in Volume D of Plats, Page 349, records of Franklin County, Washington.

Assessor's Parcel No(s): 119-652-070 and 22 other parcel numbers set forth in attached "Exhibit A."

**AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING
WITH THE LAND IN AND FOR LAMB ESTATES**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RUNNING WITH THE LAND IN AND FOR LAMB ESTATES ("Amendment") is made and executed by Homes and Land Real Estate LLC, a Washington limited liability company (the "Declarant").

THIS AMENDMENT IS MADE AND EXECUTED WITH REFERENCE TO,
AND BASED UPON, THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The Declarant recorded a "Declaration of Protective Covenants, Conditions and Restrictions Running with the Land in and for Lamb Estates" with the Franklin County Auditor on January 14, 2009, under Franklin County Auditor's File No. 1729004 (the "Declaration"), which Declaration is incorporated herein by this reference and which instrument subjected the following-described platted residential lots to certain covenants, conditions and restrictions set forth therein:

Lots 1 through 23, inclusive, Lamb Estates Subdivision, according to the Plat thereof recorded in Volume D of Plats, page 349, records of Franklin County, Washington.

- B. The Declaration expressly provides that its covenants, conditions and restrictions may be amended by approval of seventy-five percent (75%) of the owners of the Lamb Estates Lots.
- C. The Declarant currently owns twenty-one (21) of the Lamb Estates Lots, and therefore Declarant owns more than seventy-five percent (75%) of the Lamb Estates Lots.
- D. The Declarant accordingly has authority to amend, and desires to amend, the Declaration as set forth hereinbelow.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Paragraph 21 of the Declaration is replaced in its entirety to now provide and read as follows:

21. FENCING. For purposes of this paragraph, in addition to chain link, wood, vinyl, wrought iron, masonry, and stone fencing materials, 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 constitute a concentrated, mass planting. For further purposes of this paragraph, gates or movable access panels shall also be considered as "fencing" or "fences."

a. **HEIGHT.** In general, except as provided otherwise below, no fence on any Lamb Estates 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.** From the date on which the construction/installation of fencing commences, the construction/installation shall be fully completed within thirty (30) days.

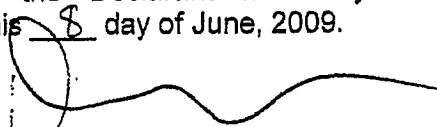
c. **MAINTENANCE/REPAIR.** All fences shall be continuously maintained in good condition and repair. In the event any fencing is fully or partially damaged by any cause, the damaged fencing shall be fully repaired/replaced to its original condition within thirty (30) days from the date of damage.

d. **SETBACK.** No fence shall be erected or placed on any Lamb Estates 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 Lamb Estates 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, which limited right of access shall not be unreasonably exercised.

EXCEPT AS EXPRESSLY AMENDED HEREINABOVE, ALL OTHER TERMS AND PROVISIONS OF THE DECLARATION, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Declarant has duly executed this Amendment to the Declaration on this 8 day of June, 2009.



HOMES AND LAND REAL ESTATE LLC
Declarant
By: David L. Greeno, Managing Member

STATE OF WASHINGTON)
) ss.
County of Franklin)

On this day before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, appeared **DAVID L. GREENO**, to me known to be the duly-authorized and acting Managing Member of **HOMES AND LAND REAL ESTATE LLC**, the Washington limited liability company that executed the foregoing Amendment, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is fully authorized to execute the said instrument on said company's behalf.

Given under my hand and seal this 8th day of June, 2009.



Tasha M. Diorio
Print Name: TASHA M. DIORIO
NOTARY PUBLIC in and for the state
of Washington, residing at Pasco, WA
My commission expires: 10-15-11

EXHIBIT "A"

Lot 2	119-652-071
Lot 3	119-652-072
Lot 4	119-652-073
Lot 5	119-652-074
Lot 6	119-652-075
Lot 7	119-652-076
Lot 8	119-652-077
Lot 9	119-652-078
Lot 10	119-652-079
Lot 11	119-652-080
Lot 12	119-652-081
Lot 13	119-652-082
Lot 14	119-652-083
Lot 15	119-652-084
Lot 16	119-652-085
Lot 17	119-652-086
Lot 18	119-652-087
Lot 19	119-652-088
Lot 20	119-652-089
Lot 21	119-652-090
Lot 22	119-652-091
Lot 23	119-652-092