

FRANKLIN COUNTY RECORDING
COVER SHEET

NAME AND RETURN ADDRESS:

CASA LLC
1111 Fishhook Park Rd.
Prescott, WA 99348

FORM COMPLETED BY: Roger Baird PHONE # (509) 248 2212
PLEASE PRINT OR TYPE INFORMATION:

DOCUMENT TITLE(S) (or transaction contained therein)

1. Tierra Vida Covenants, Conditions & Restrictions - amended
- 2.
- 3.

GRANTOR(S) (Last name, first name, middle name/initials):

1. Community Alliance for Service and Advancement (CASA) LLC
2. Tierra Vida
- 3.
4. Additional names on page _____ of document

GRANTEE(S) (Last name, first name, middle name/initials):

1. General Public
- 2.
- 3.
4. Additional names on page _____ of document

LEGAL DESCRIPTION (Abbreviated: ie. lot, block, plat or section, township, range)

1. Block # 100 Volume D of Plats at page 317A...
- 2.
- 3.
4. Additional legal is on page _____ of document Ref # 1691585

AUDITOR'S REFERENCE NUMBER(S)

* #1697923

ASSESSOR'S PROPERTY TAX PARCEL NUMBER

- Additional parcel numbers on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

Date

July 1, 2008



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR TIERRA VIDA

Amended: June 30, 2008

Effective Date: January 1, 2006

Parties: Community Alliance for Service and Advancement (C.A.S.A), LLC,
hereinafter referred to as "Declarant" or as "Developer"

Tierra Vida consists of 251 lots ("Lot" or "Lots") as described on the recorded plat of Tierra Vida, and more particularly described as Phase One as recorded in Volume D of plats at page 317, Records of Franklin County, Washington, and as described on any subsequent recorded Tierra Vida phase.

All houses constructed within Tierra Vida, inclusive of housing and landscaping plans, designs and architecture or alterations thereof, shall be approved by C.A.S.A, LLC prior to submittal for permits and approval to The City of Pasco, Washington. After the formation of the Homeowners Association provided for herein, and after C.A.S.A., LLC has sold eighty per cent (80%) of the lots the approval of housing and landscaping plans, designs and any alterations shall be approved by the Homeowners Association.

NOW THEREFORE, it is agreed:

1. Declaration. All property comprising Tierra Vida, and described in Exhibit 1, and any additional property which is hereinafter subjected to this Declaration by supplemental declaration, shall be held, sold and conveyed subject to the following restrictions, reservations, covenants and conditions which shall run with the real property subject to this Declaration and shall be appurtenant thereto, and shall be binding upon on all parties having the right, title or interest in the Lots comprising Tierra Vida (Subdivision) or any part thereof, their heirs, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

2. Definitions. For the purpose of this Declaration, the following definitions shall apply:

[a] Owner or Owners. The word Owner or Owners shall mean those persons holding a fee simple title to one or more Lots, except, however, that if title is held subject to

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

the rights of a real estate contract vendor, the contract vendor are, for the purposes of this declaration, deemed to be the Owner or Owners of such parcel or parcels.

[b] Designated Owner. A Designated Owner is defined as that person who is selected by all persons holding an Owner's interest in a Lot for the purpose of representing all persons holding an interest in such Lot.

[c] Homeowners' Association. The word Homeowners' Association refers to the organization provided for in this Declaration hereinafter referred to as "Association" or "Homeowners' Association"

[d] Maintenance Declaration. The term Maintenance Declaration refers to the rights and obligations described in paragraphs 13 and 14 of this Declaration.

[e] Developer or Declarant. The Developer or Declarant shall be Community Alliance for Service and Advancement, L.L.C., (hereafter referred to as "CASA, LLC"), or its successor, if the successor specifically assumes the obligations as the developer of the property.

3. Terms of Declaration. The restrictions, reservations, covenants and conditions provided herein shall be binding and effective for a period of thirty (30) years from the date this Declaration is recorded with the auditor of Franklin County, Washington, at the end of which time they shall be automatically extended for successive periods of ten (10) years, and signed by a majority of the then Owners of the lots within Tierra Vida is recorded agreeing to modify or amend said restrictions, reservations, covenants and conditions in whole or in part.

3.1 Provided further; the Declarant may modify or amend this Declaration without a vote of the owners, at any time the Declarant owns more than 50% of the lots within Tierra Vida, including any lands subsequently added to this Declaration. The Declarant shall file any amendment for public record and provide copies of the amendment to the Owners. Any such modification or amendment shall not affect the provisions of paragraphs 4, 13, 14, 15, 16, and 18.

3.2 Provided, however, this Declaration may be modified, prior to the end of the initial effective period by an affirmative vote of the then Owners of eighty percent (80%) of the Lots within Tierra Vida adopting an amendment to this Declaration. The amendment shall be evidenced by suitable instrument filed for public record.

4. Land Use and Building Type. No lot shall be re-subdivided into separate building sites. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and private garage for two (2) or more automobiles. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat, camping trailer, or motor home kept for personal use, provided the location of such structures are in conformity with

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

the applicable ordinances and regulations and are compatible in design and decoration with the residence constructed on such lot.

4.1 As stated, all houses constructed within Tierra Vida, inclusive of housing and landscaping plans, designs and architecture or alterations thereof, shall be approved by the Developer prior to submittal for permits and approval to The City of Pasco, Washington. After the development period, the plans shall be subject to the approval by the Homeowners Association.

4.2 The Developer or the Homeowners Association, as appropriate, shall review and approve plans and specifications for all improvements and for all alterations to improvements, to determine whether the proposed plans comply with the provisions of these covenants. In addition, the Developer or Homeowners Association shall determine whether the proposed improvement or alteration is aesthetically compatible with the other properties within the Tierra Vida subdivision, including requiring that exterior designs be varied from Lot to Lot to improve the overall appearance of the subdivision.

4.3 All construction within Tierra Vida, inclusive of dwelling structures, garages, out-buildings, fences, or other such buildings, shall have exterior paint or stain colors that comply with the color pallet and scheme approved by the Developer or Homeowners Association.

5. Dwelling Size. All dwelling structures erected upon a Lot shall be not less than 800 square feet of finished living area in size, exclusive of open screened porches and attached garages, and must include a garage (attached or detached) of a size no less than can accommodate two (2) cars.

6. Building Locations. No building shall be located on any Lot with respect to set backs from front, side and rear lot lines, except in conformity with zoning and the applicable planning regulations and ordinances of the municipal government having jurisdiction within the area in which Tierra Vida is located.

7. Home and Landscape Completion. Construction of any dwelling shall be completed, including exterior decoration, to include landscaping, within twelve (12) months from the date of the start of such construction. Exterior construction shall be completed within six (6) months.

Completed landscaping of a home shall include grass and irrigation on the front and side of lots with the exception of corner lots which will be required to have only the front of the lot grassed and irrigated. The side of lots is considered to be that area extending from the front corner to the back corner of the home directly out to the property line. Subsequent to purchase, homeowners have twelve (12) months to grass and irrigate the back of their lot.

All Lots shall, subsequent to purchase and prior to the construction of improvements thereon, be kept in a neat and orderly condition, free of brush, vines, and weeds. The grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance of fire hazard.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

8. Easements. Easements for the installation of utilities are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in an attractive and well-kept condition.

9. Nuisances.

a) No trade, craft, business, professional, commercial or manufacturing enterprise, or business or commercial activity of any kind, including day schools, nurseries or church schools, shall be conducted or carried on upon any Lot unless written permission has been granted to the Owner for such purposes by the Homeowners' Association.

b) No goods, equipment, vehicles (including buses, boat campers, motor homes, trucks and trailers of any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, parked, stored, dismantled or repaired on any Lot or on any street within the Subdivision unless written permission has been granted to the Owner for such purposes by the Homeowners' Association.

c) Nothing shall be done on any Lot or building site which may be or may become an annoyance or nuisance to the neighborhood, constituting three or more residents neighboring a residence. This would include loud music or loud parties

d) No drinking alcohol within public view will be allowed.

e) No Lot shall be used for any other purpose whatsoever other than for a private dwelling or residence unless written permission has been granted to the Owner for such purposes by the Homeowners' Association.

f) No garage attached to a single family home shall be used as living space.

g) The use of homes as Developer models and on-site sales offices for the primary purpose of obtaining pre-sales within the Subdivision shall be exempt from the above restrictions.

10. Trash and Garbage. No trash, garbage, ashes, refuse, junk vehicles, underbrush or other unsightly growth or objects shall be thrown, dumped or allowed to accumulate on any Lot, public street or private roadway in the Subdivision.

Garbage containers, inclusive of garbage and recycling containers supplied by the City, shall be stored in a location within the garage or back yard away from public view.

11. Yards and Grounds. Yards, grounds and planting strips shall be maintained in a neat and sightly fashion at all times. No parking or dismantling or inoperable vehicles shall be permitted on any Lot, public street or private roadway.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

12. Trailers, Motor Homes, Etc. Any trailers, motor homes or boats that are storage parked on a Lot, must be parked behind the front yard set back area and shall be visually screened from the street with a sight-obstructive fence.

13. Subdivision Sign Maintenance. If subdivision Identification Signs are constructed the Homeowners Association will be charged with the maintenance of said signs. Assessment of cost to maintain said signs will be divided equally between the Owners of Lots 1-251 of Tierra Vida.

14. Landscaping.

- a) In the event of there being a landscaping strip, each of the Owners of the Lots 1 through 251 of Tierra Vida shall be responsible for maintaining the landscaping strip between the curb of the public street and the public sidewalk adjoining each owner's lot.
- b) Said landscaping strip shall be grassed and shall be irrigated by the adjoining lot owner.
- c) Within the said landscaping strip or within 15 feet of the curb of the public street, two (2) trees per lot will be provided by the Developer to the lot owner at the time the lot owner is landscaping. The lot owner is responsible to plant and maintain the tree within said space.

The performance of the obligations set forth in this paragraph shall be supervised and enforced by the Homeowners' Association described herein.

15. Homeowners' Association. The responsibility for overseeing and enforcing the provisions of these covenants, this Landscaping Maintenance, and Subdivision Entry Sign Maintenance Declaration is delegated by the Owners to a Homeowners Association consisting of five (5) Owners ("Directors"). The Directors shall be elected by a majority of the Owners at a meeting called for the specific purpose of electing the Directors to serve as the Board. At the initial election of the Directors, two (2) Directors shall be elected to serve for a term of one year and three Directors shall be elected to serve for a term of two years. Thereafter, Directors shall be elected to terms of two years. The terms of office of the initial Directors are staggered to provide that not all of the Directors shall be up for election at the same time. After the initial election, each Director shall serve a term of two years or until such Director's successor is duly elected and qualified.

The annual meeting for the selection of Members shall be the last Monday in April each year, or on such other date as the Association may from time to time determine, provided, however, that so long as the Declarant holds title to over 20% of the Lots, the annual meeting shall be at such time as may be selected by Declarant.

The Declarant shall act as the Homeowners' Association so long as the Declarant holds title to over 20% of the Lots or at another appropriate time designated by the Declarant. The

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

Association shall adopt bylaws that shall be approved by a majority of Owners present and voting at a meeting called for such purpose.

16. Determination of Need. The need for landscaping and/or sign maintenance and repairs shall be determined by the Association. Upon determination that maintenance and/or repairs are necessary, the Association shall notify in writing the Owners of the Lots responsible for such maintenance and/or repairs of the Association's determination and the extent of repairs and/or maintenance which is required ("Mandate"). The Owners responsible for such maintenance and/or repairs, acting with common agreement, shall proceed to carry out the maintenance/repairs required by the Mandate. The cost of such maintenance and/or repairs shall be allocated in an equitable manner to the Lots, which are responsible therefor. In the event that some or all of the Owners shall fail to carry out their responsibilities as set forth in the Mandate and such failure shall continue for thirty (30) days after receipt of a formal written warning from the Association, the Association shall proceed to carry out and perform the work required for the repairs and maintenance as described in the Mandate. In this connection, the Association shall determine the amount of funds required to accomplish the work set forth in the Mandate, assessing the costs against the Lots responsible for such work in the manner provided in paragraph 18. Upon the Association receiving payments as provided in paragraph 18, the Association shall proceed to perform the repairs and maintenance described in the Mandate. Each owner agrees to defend and indemnify and hold harmless each Member and the Association to the extent of the Owner's responsibility therefor, of and from any and all claims or liability resulting from the decision of the Association that repairs or maintenance are necessary, and the contracting for and performing such repairs and maintenance.

17. Notices. All notices, including the communication of a Mandate and the warning notice provided herein shall be provided in writing and deposited in the United States mails by regular mail, addressed to such Owner at the address of the Owner's Lot, or at such other address as may be provided to the Association by such Owner. Notice shall be deemed received by an Owner three (3) days after the date of a mailing. In lieu of mailing, a notice may be a personally delivered to an Owner. If the purpose of the notice is the calling of a special or annual meeting of the Owners or of the Association, such notice shall be provided at least ten (10) days prior to the date specified for such meeting.

18. Assessments. In the event the Association shall be required to perform maintenance and/or repair work on the landscaping or signs, the Association shall assess the estimated costs thereof to the Lots, and the Owner of the Lot, who is responsible for such maintenance and/or repairs. Each Owner shall pay within thirty (30) days of receipt of written notice of such assessment the amount of the assessment allocated to such Owner's Lot. The Association shall deposit such payment in a bank account established in the Association's name, as representative of an unincorporated association, and shall thereafter expend from such account the sums necessary to meet the costs of maintenance, repairs and expense related to the work performed by the Association. In assessing costs of maintenance and/or repairs, the Association may include within such costs a reasonable sum for the out-of-pocket expenses of the Members in carrying out the work of the Association, attorney's fees,

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

collection costs, accountant's fees and all other indirect costs reasonably related to the performance of the work of the Association.

19. Failure to Pay. In the event that an Owner shall fail to pay the amount of assessment made within the time provided in paragraph 18, the sum owing upon such assessment shall bear interest at the rate of eight percent (8%) per annum from the date of receipt of notice of assessment until paid. In addition, the other Owners of Lots, and the Association, shall have a lien against the Lot whose Owner has defaulted in payment of the assessment.

20. Right of Entry. The Association, and each Member thereof, and their respective agents and representatives, shall have the right to enter upon all Lots as may be reasonably required for the purpose of carrying out the Association's duties and responsibilities.

21. Description of Lien. The lien describe in this Declaration shall be calculated and perfected in the following manner. A notice of lien shall be signed by an officer of the Association, on behalf of the non-defaulting Owners of the Subdivision. Said notice of lien shall include the following data:

- [a] The legal description of the Lots against which the lien is asserted and the Owner or reputed Owner thereof.
- [b] A description of the amount assessed against the Lot.
- [c] The date upon which such assessment was made.
- [d] The amount owing upon the assessment and the rate of interest.
- [e] The persons comprising the Directors of the Association, together with the address of each.
- [f] A designated agent for purpose of collection to which payment may be made.
- [g] The telephone number through which persons interested in the Lot may communicate the lien claimant.
- [h] The amount of any costs or attorney's fees, if any, claimed in addition to the lien amount.

The Association and/or the non-defaulting Owners may enforce the lien by foreclosure in the same manner and procedure which is provided by the Revised Code of Washington for the foreclosure of labor and materialman's liens, including the time limitations specified by the statute for the foreclosure of such liens.

22. Attorney's Fees. In the event that an Owner should fail to pay an assessment made pursuant to the previous of this Declaration within the time specified for the payment, the Association shall have the right to charge the Owner's Lot, and the Owner, for the reasonable

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

attorney's fees incurred regardless of whether or not suit is commenced thereon. If suit for foreclosure of a lien is required, the defaulting Owner shall pay the reasonable attorney's fees incurred in collection of such claim, including all costs related thereto, the cost of a title search of the Lot, recording fees, and all other expenses reasonably incurred to enforce such lien.

23. Fences. No fence on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any line fence or planting between the minimum building set back line and the front lot line shall not exceed 3 ½ feet above grade.

24. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

25. Signs. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot. One sign of not larger than 18 by 24 inches, advertising the property for sale or rent or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

26. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

27. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected; maintained or permitted upon any lot.

28. Utilities. Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulation.

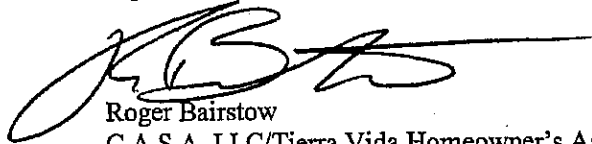
29. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than 2 dogs, 2 cats, or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at a large in the neighborhood.

30. Incorporation. Nothing provided herein shall prevent the Association from incorporating in order to carry out its functions as an Association.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA**

31. Enforcement. The Association may accept responsibility for enforcement of other covenants and conditions of this Declaration in addition to the matters set forth in paragraphs 13 and 14, provided, however, that the Association shall not assume such responsibilities except upon a majority vote of the Designated Owners of the Lots present and voting at a meeting called for such purpose. If the Association assumes such additional responsibilities, the Association shall have the right to assess on an equal basis all the Lots in the Subdivision for the costs of such enforcement in the manner set forth in paragraphs 18, 19, 20, and 21. Nothing provided in this paragraph shall, however, limit the right of any Owner of a Lot within the Subdivision from pursuing any action at law or equity to enforce the covenants and provisions of this Declaration. The failure on the part of any provisions heron, shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any other provisions hereof, which provisions shall remain in full force and effect. In the event of a suit to enforce the provisions of this Declaration, whether by the Association, or a Member thereof, the prevailing party in such suit shall be entitled to recover his, her or its attorney's fees from the losing party, including fees and cost in appellate court proceedings.

Signed,


Roger Bairstow
C.A.S.A. LLC/Tierra Vida Homeowner's Association

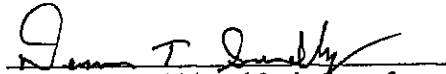
DATED this 30 day of June, 2008
COMMUNITY ALLIANCE FOR SERVICE AND ADVANCEMENT, L.L.C.

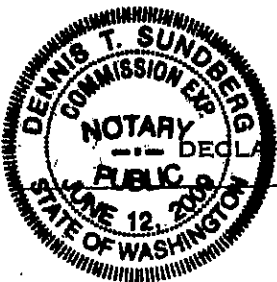
By: Roger Bairstow
Title: Project Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Walla Walla)

On this day personally appeared before me ROGER BAIRSTOW to me known to be the individual described herein and which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal the 30 day of JUNE, 2008.


NOTARY PUBLIC in and for the State of
Washington, residing at PRESCOTT WA
My Commission Expires: 6-12-09



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIERRA VIDA



2007-024068

Pg: 1 of 4

07/24/2007 12:30P

43.00 Benton County

BENTON FRANKLIN TITL COV

WHEN RECORDED RETURN TO:
Benton-Franklin Title Co., Inc.
3315 West Clearwater Ave., • Suite 100
• Kennewick, WA 99336

BENTON FRANKLIN TITLE CO.

43

BTMO

DOCUMENT TITLE(S):
THIRD AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS APPLEWOOD ESTATES

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
JVZ & MVZ ENTERPRISES LLC

GRANTEE:
THE PUBLIC

ABBREVIATED LEGAL DESCRIPTION:
APPLEWOOD ESTATES, Ph 3

LT 1-10

TAX PARCEL NUMBER(S):
1-2798-102-0012-000
1-2798-100-0006-000

UPON RECORDING, RETURN TO:
P. CRAIG WALKER
WALKER HEYE & MEEHAN, PLLC
1333 COLUMBIA PARK TRAIL, STE 220
RICHLAND, WA 99352



**THIRD AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR APPLEWOOD ESTATES**

THIS AMENDMENT to Declaration is made as of this 23RD day of JULY, 2007, by the undersigned Developer.

* * *

WHEREAS, that certain Restated Declaration of Covenants, Conditions, Restrictions for Applewood Estates ("Declaration") was recorded January 10, 2002, under Benton County Auditor's No. 2002-000842, and

WHEREAS, said Declaration provides for amendment to the legal description therein set forth to incorporate future phases in Applewood Estates, which amendment may be made by instrument executed solely by developer or developer's assigns, and

WHEREAS, the undersigned now wishes to add additional phases to Applewood Estates,

NOW THEREFORE, for the purpose of extending the effect of the foregoing Restated Declaration of Covenants, Conditions and Restrictions to additional properties, and to adopt certain additional uses restrictions unique to the added properties, the undersigned hereby publish and declare a Second Amendment to the Restated Declaration of Covenants, Conditions and Restrictions for Applewood Estates to read as follows:

1. **Legal Description of Property.** The legal description of the property effected by said Declaration is amended to add the following property:

Lots 1-10, Applewood Estates, Phase 3, according to the plat thereof recorded in Volume 15 of plats, Page 334, Records of Benton County, Washington.

2. **Additional Use Restrictions.** The above described lots shall be subject to the following Additional use restrictions:

- a. No excavation more then 4 feet below grade shall be permitted for any purpose.
- b. No basements or swimming pools shall be permitted.
- c. No construction which impairs the drainage easement shown on the face of the plat shall be allowed.

2. **Effective Date.** This Amendment shall take effect immediately.

3. **Other Provisions.** Except as specifically modified herein, all other terms and conditions of the Restated Declaration of Covenants, Conditions and Restrictions for Applewood Estates, as amended, shall remain unchanged and of continuing effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Restated Declaration as of the date first written above.

DEVELOPER:

JVZ AND MVZ ENTERPRISES, LLC

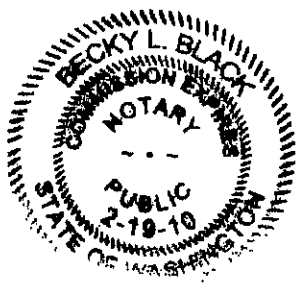
By: Marge A. Van Zuyen - Member
Marge A. Van Zuyen, Member

By: Jerry Van Zuyen
Jerry Van Zuyen, Member

STATE OF WASHINGTON)
) ss.
County of Benton)

On this day personally appeared before me MARGE A. VAN ZUYEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 24TH day JULY, 2007.

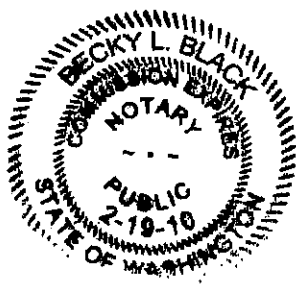


Becky L Black
NOTARY PUBLIC in and for the State of
Washington, residing at KENNEWICK
My commission expires: 02/19/10

STATE OF WASHINGTON)
) ss.
County of Benton)

On this day personally appeared before me JERRY VAN ZUYEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 24TH day JULY, 2007.



Becky L Black
NOTARY PUBLIC in and for the State of
Washington, residing at KENNEWICK
My commission expires: 02/19/10