

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS, COMFORT,
WAGAR & KREUTZ, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-494 Cascade Title Co. 65

**FIRST AMENDMENT OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PRESERVATION
OF VIEWS AND SLOPES AND USE RESTRICTIONS
FOR EAGLE RIDGE**

Reference numbers of related documents: 2010-034147

Grantor: North Stone Richland, LLC

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: Portions of Section 29, Township 10 North, Range 28 East,
W.M., Benton county, Washington.

Additional legal description:

Assessor's Tax Parcel ID Number: 1-2808-360-0001-011,
1-2808-100-001-008 ; 1-2908-404-0001-016

WHEREAS, North Stone Richland, LLC, as Declarant, created the Eagle Ridge Subdivision of Horn Rapids, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on November 18, 2010 under Recording No. 2010-034147, a Declaration of Covenants, Conditions, Restrictions and Easements for Preservation of Views and Slopes and Use Restrictions for Eagle Ridge; and

WHEREAS, North Stone Richland, LLC, as Declarant, reserved unto itself the right to amend the Covenants, Conditions, and Restrictions for Eagle Ridge; and

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WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property;

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Preservation of Views and Slopes and Use Restrictions for Eagle Ridge as follows:

1. Section 3.3 is amended as follows:

Section 3.3. Use Restrictions. No use may be made of any Lot or portion thereof unless the same is consistent with the recommendations set forth in the Updated Report and consistent with the View Protection Covenants set forth below. No persons or pets shall be permitted to enter any sloped areas on any Lot or Tract due to the sensitive erosion characteristics of the property within the development. Any damage caused as a result of entry on sloped areas shall be professionally repaired at the expense of the Lot Owner and the trespassing party. The Horn Rapids Master Homeowners Association shall have the right to supervise and approve the repairs described herein. **No work, construction, landscaping, fill material, or any other entry or access may be made upon any Lot beyond the actual physical slope crest, as it exists in fact (which may differ from, and should not be confused with, the slope crest depicted in Exhibit C), without written permission from the Declarant during the Development Period, or from the Horn Rapids Homeowners Association thereafter.**

2. Exhibit D is hereby modified and replaced with the "View Preservation Boundary" map attached hereto as "Exhibit D".
3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Covenants, Conditions, Restrictions and Use Restrictions for Eagle Ridge shall remain in full force and effect.

DATED this 14th day of November, 2011.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By: Ronald R. Bochslers
Ronald R. Bochslers, Managing Member of
Santiam Development Company, LLC as a member
of North Stone Richland, LLC

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STATE OF Oregon)
)
COUNTY OF Marion) §

On this 14th day of November, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that 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 he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written



Nichole L. Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, Oregon
My Commission Expires: December 15, 2011

STATE OF Oregon)
)
COUNTY OF Linn) §

On this 8th day of November, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that 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 he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Randall J. Fischer
NOTARY PUBLIC in and for the State of
OREGON, residing at Silverton, Oregon
My Commission Expires: Jan 13, 2013

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