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After Recording Return To: Hayden Enterprises, Inc. 2464 SW Glacier Place Suite 110 Redmond, OR 97756 C/o Colleen Buckendorf DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

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FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS FOR CASCADE VISTA P.U.D.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Cascade Vista P.U.D. was recorded April 8 2005, Document #: 2005-20 in the records of Deschutes County, Oregon; and City 0+ Bord. 20990

WHEREAS, the undersigned Declarant desires to amend said Declaration and is Owner of a majority of the Lots in Cascade Vista P.U.D., described in and subject to the Declaration.

NOW THEREFORE, said Declaration is hereby amended as follows:

Add Article 4, Sections 4.1 (d) as follows:

(d) Fence Maintenance Easement. The owners of all Lots in Cascade Vista P.U.D. shall be individually responsible for the structural integrity, maintenance and repair of any fencing or walls on their Lot, including the perimeter fence/wall on the rear or side of their Lot, except as defined in this Declaration. If repairs or replacement of the perimeter fence/wall are required, the materials will match the fence/wall as originally installed and provided by the Declarant. The fence/wall shall remain in the original location. Any changes in materials or location may only be made by receiving prior written approval of the Board of Directors.

The Association shall be responsible for the maintenance of the exterior surface only of the perimeter fence/wall facing the public street on the easterly lot line and/or street right-of-way (adjacent to Blakely) of Lots 1, 27, 28, and 57, and the maintenance of the exterior surface only of the perimeter fence/wall facing the public street on the westerly lot line and/or street right-of-way (adjacent to Brookswood) of Lots 13, 14, 15, and 40 through 43. The Association shall maintain the structural integrity and interior surface of the fence/wall on the boundary lines of Open Spaces A and B, plus the exterior surface of any Open Space fence/wall facing Brookswood, Blakely or any private street within Cascade Vista P.U.D.

Amend Article 5, Section 5.7 (a) to now read as follows:

(a) "Any fence on Owner's Lot will be maintained by Owner, except as described in Article 4, Section 4.1 (d) of the "First Amendment to Declaration of Covenants, Conditions and Restrictions for Cascade Vista P.U.D."

Amend Article 5, Section 5.7 (b) as follows:

(b) Any designs and plans for fencing must be approved by the ARC through an application process. There are no restrictions on materials used, however, the fence will not exceed six (6) feet in height.

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Add Article 8, Section 8.1 (a) as follows:

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(a) The Association shall maintain the landscaping and irrigation of Open Space Tracts A and B and a portion of Lot #32 of High Desert Village, as indicated on the plat of Cascade vista P.U. D., and the street right-of-way landscaped areas and any entry monument or signage adjacent to public streets Brookswood Boulevard and Blakely Road, even if outside the designated Open Space tracts. Owners may use any enclosed side and rear yard for any purpose not prohibited hereunder, provided such use is not deemed, by the ARC or the Association, to be a nuisance or in violation of this Declaration, any rules, regulations and/or design guidelines of the Association. Maintenance, including all utility costs, of the front, side and rear yard areas of all Lots, in accordance with the terms of the Declaration and this Amendment, are the Owner's sole responsibility. The Association shall maintain the perimeter fence/wall in accordance with Article 4, Section 4.1 (d) of the "First Amendment to the Cascade Vista P.U.D. Declaration of Covenants, Conditions and Restrictions".

All other provisions of said Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has here	nunder set its hand this 10 day of
By O. Jay Merrill Managing Member	
State of Oregon) ss.	
County of Deschutes)	
The foregoing instrument was acknowledged before me this OLYVIII, O. Jay Merrill, a Managing Mem Oregon limited liability company.	day of Mover, 2006, by ber of Cascade View Partners LLC, an
	Miller Bulender NOTARY PUBLIC FOR OREGON
OFFICIAL SEAL COLLEEN BUCKEND NOTARY PUBLIC-OREG	My Commission Expires:
COMMISSION NO. 38567. MY COMMISSION EXPIRES OCTOBER 11, 2008	October 11,2008
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COMMISSION NO. 385698

MY COMMISSION EXPIRES OCTOBER 11, 2008