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\$15.00 \$11.00 \$10.00 \$5.00

MAIL TAX STATEMENTS TO:

No change

AFTER RECORDING RETURN TO:

Stew Stone
PKS Development-Lancaster I, LLC
PO Box 12397
Salem, OR 97309

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR DIAMOND BAR RANCH, A SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIAMOND BAR RANCH, A SUBDIVISION ("**Amendment**") is made on November 24, 2004, by **PKS Development-Lancaster I, LLC**, an Oregon limited liability company (the "**Declarant**").

RECITALS:

- A. Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Diamond Bar Ranch, a Subdivision (the "**Declaration**") on August 17, 2004, at Reel 2004, Page 49262, in the real property records of Deschutes County, Oregon.
- B. Declarant now wishes to amend the Declaration to clarify fencing requirements for certain lots within the Subdivision.
- C. Declarant has sold a portion of the lots affected by this Amendment to Diamond Built Homes, LLC, which approves this Amendment by execution, below.
- D. More than seventy five percent (75%) of the lot owners within the Subdivision have voted to approve this Amendment, as required by Section 11.1 of the Declaration.

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or effect of this document.

NOW, THEREFORE, Declarant hereby declares that the Subdivision be subject to the additional limitations, restrictions, covenants and conditions which are set forth in this Amendment.

1. **Amendment of Declaration.** Section 5.3 of the Declaration is hereby amended to read as follows:

513 Landscape, Hedges, Drainage, and Fences

All front and side yards including landscape strips between curb and sidewalk must be completely landscaped within six (6) months of initial occupancy or one (1) year from commencement of contraction on the lot, whichever is earlier. All grounds and related

structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be allowed to grow.

No property may be altered which would result in blocking the flow of water across that property and/or affecting the drainage on other property. The drainage swales must be kept free of all debris and in conformance with their original shape so that storm water will be unobstructed and in its natural state.

Subject to location standards set out in any governmental code or rule, fences shall not exceed six (6) feet in height, provided, however, that any fencing closer to the street than the garage shall not exceed three (3) feet in height and, in addition, shall comply with any "clear vision area" requirements of any governmental code or rule. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings. No cyclone fences shall be allowed without approval of the ACC.

The owners of lots 13 through 21 and 23 through 29, which border the city park within the Subdivision, shall be responsible for constructing a fence bordering such owner's lot and the park, if the owner so chooses. The City of Redmond shall have no obligation or responsibility to erect fences between the park and lots 13 through 21, 23 through 29 or any other lot within the Subdivision

No high output exterior lighting, including but not limited to mercury vapor and halide lights, shall be installed without prior approval of the ACC.

2. **No further change.** Unless specifically changed by the terms off this Amendment, all remaining terms and conditions of the Declaration shall remain in full force and effect.

I, the undersigned, do hereby certify that at least seventy five percent (75%) of lot owners adopted the foregoing Amendment in accordance with the Declaration of Covenants, Conditions and Restrictions for Diamond Bar Ranch on October 8th, 2004.

PKS DEVELOPMENT-LANCASTER I, LLC

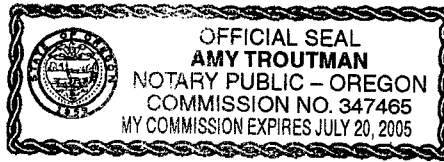
By: Stew Stone
Stew Stone, Member

By: Curt Pence
Curt Pence, Member

DIAMOND BUILT HOMES, LLC

By: Steve Schlam
Steve Schlam, Manager

STATE OF OREGON)
)ss
County of Marion)



On this October 8th, 2004, appeared Stew Stone, Member of PKS Development-Lancaster I, LLC, an Oregon limited liability company, and acknowledged the forgoing instrument to be his voluntary act and deed.

Amy Troutman
Notary Public for Oregon
My Commission Expires: 7/20/05

STATE OF OREGON)
)ss
County of Marion)

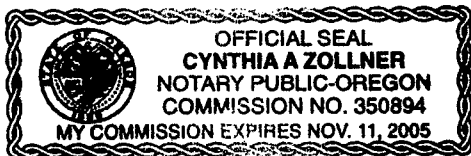


On this October 8th, 2004, appeared Curt Pence, Member of PKS Development-Lancaster I, LLC, an Oregon limited liability company, and acknowledged the forgoing instrument to be his voluntary act and deed.

Amy Troutman
Notary Public for Oregon
My Commission Expires: 7/20/05

STATE OF OREGON)
)ss
County of Deschutes)

On this November 24, 2004, appeared Steve Schlam, Manager of Diamond Built Homes LLC, an Oregon limited liability company, and acknowledged the forgoing instrument to be its voluntary act and deed.



Cynthia A. Zollner
Notary Public for Oregon
My Commission Expires: 11-11-05