



173913-06
AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
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Portland, OR 97239

**FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR
RIVER CANYON ESTATES**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER CANYON ESTATES this ("Fourth Amendment") is made and entered into effective this 12th day of July 2004, by River Canyon Estates, LLC (the "Declarant").

RECITALS:

WHEREAS, the Declarant caused to be recorded that certain Declaration of Protective Covenants for River Canyon Estates that was recorded December 23, 2002, Document #: 2002-72315 in the records of Deschutes County, Oregon the ("Declaration"). Declarant also recorded that certain Plat of River Canyon Estates on December 23, 2002, recorded as Document #: 2002-72311 the ("Plat"). Declarant recorded that certain First Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded April 4, 2003, as Document #: 2003-22312 in the records of Deschutes County, Oregon the ("First Amendment"). Declarant recorded that certain Second Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded June 26, 2003, as Document #: 2003-43136 in the records of Deschutes County, Oregon the ("Second Amendment"). Declarant recorded that certain Third Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded September 15, 2003, as Document #: 2003-63718 in the records of Deschutes County, Oregon the ("Third Amendment").

WHEREAS, pursuant to Article XIII, Section 3 of the Declaration, Declarant desires to amend the Declaration to provide for the modification of Building Structure maintenance of Commonwall Single Family Lots as defined in the Declaration. Capitalized terms not defined herein shall have the meaning given in the Declaration, except as otherwise indicated.

The Declaration is hereby amended as follows:

1. Article II, Section 21, The definition for Building Structure is hereby added to the Declaration as follows:

Section 21. "Building Structure" shall mean a building that is comprised of one or more contiguous Homes constructed and located on Commonwall

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Single Family Lots, including without limitation, garage structures. The Building Structure shall be deemed to include elements from and including the interior drywall through the exterior including siding, roof, roof overhangs, gutters, rain drains, and common utility lines. All wall coverings or paint, or anything in or on the interior of the home or garage, including any appliances, heaters and air conditioners, cabinets, flooring, wall and window coverings, personal property, light fixtures, pets, automobiles or outbuildings, except a detached garage as described above, is excluded from this definition of Building Structure.

2. Article VI, Section 16, Maintenance of Common Improvements of Commonwall Single Family Lots. The following two (2) paragraphs are hereby inserted before the first paragraph:

The Association shall provide exterior maintenance upon each Commonwall Single Family Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, drainage lines, exterior building surfaces, and other exterior improvements, including, without limitation, exterior lighting fixtures (except light bulbs) and the exterior portions of any chimney. Such exterior maintenance does not include repair or replacement of doors, windows, screens, skylights, and other glass surfaces, except to the extent of the proceeds of the Association's insurance. In the event, however, the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, his or her family, tenants, guests or invitees, and to the extent such maintenance or repair is not covered by the Association's insurance policy, the costs of such maintenance and repair may, at the discretion of the Board of Directors, be charged to the Owner as an Individual Assessment. The acceptance and submission of insurance claims is at the sole discretion of the Board of Directors. The Association shall also pay for and maintain all front and street-side yard landscaping and irrigation on all Commonwall Single Family Lots. The cost of such Building Structure and landscape maintenance by the Association shall be paid by the Owners of the Commonwall Single Family Lots as described in Article X, Section 1.1.

Building Structure elements identified or necessary for lateral stability, including but not limited to horizontal and vertical strapping, foundation tie downs and plywood sheathing, shall not be altered without analysis and approval of a structural engineer registered in the State of Oregon, the ARC and by permit from the governing jurisdiction.

3. Effect of Amendment. Except as expressly amended hereby and by prior amendments, the Declaration remains unchanged and in full force and effect. Further, the provisions of this Fourth Amendment, prior amendments and the Declaration, as it relates to Owner and Association access and maintenance for Commonwall Single Family Lots, may not be changed without prior written approval by the City of Bend, Oregon.

4. Indemnification. The Owners of the Commonwall Single Family Lots and the Association shall hold harmless, defend and indemnify the City of Bend and its officers, agents and employees against all claims, demands, actions and suits including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct, repair or maintain any Building Structure element.

5. Certification. The undersigned Declarant certify that this Fourth Amendment has been approved in the manner required by Article XIII, Section 3 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has hereunder set its hand and seal this 3rd day of August, 2004.

RIVER CANYON ESTATES, LLC

By: [Signature]
Its: Jeffery D. Smith
President

STATE OF Oregon)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 3rd day of August, 2004, by Jeffery D. Smith, who is President for River Canyon Estates, LLC.



[Signature]
Notary Public for Oregon
My commission expires June 17, 2005