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AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

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

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER CANYON ESTATES this ("Sixth Amendment") is made and entered into effective this 22 day of November, 2006 by D.R. Horton, Inc. – Portland (the "Declarant").

RECITALS:

WHEREAS, Declarant was assigned rights by River Canyon Estates, LLC (the "Initial Declarant") under that certain "Assignment of Declarant Rights and Naming of Successor Declarant for River Canyon Estates", recorded as Document No. 2005-21843, in Deschutes County on April 12, 2005.

WHEREAS, Initial Declarant caused to be recorded that certain Declaration of Protective Covenants for River Canyon Estates that was recorded December 23, 2002, Document No. 2002-72315 in the records of Deschutes County, Oregon (the "Original Declaration"). Initial Declarant recorded that certain First Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded April 4, 2003, as Document No. 2003-22312 in the records of Deschutes County, Oregon (the "First Amendment"). Initial Declarant recorded that certain Second Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded June 26, 2003, as Document No. 2003-43136 in the records of Deschutes County, Oregon (the "Second Amendment"). Initial Declarant recorded that certain Third Amendment to the Declaration of Protective Covenants for River Canyon Estates that was recorded September 15, 2003, as Document No. 2003-63718 in the records of Deschutes County, Oregon (the "Third Amendment"). Initial Declarant recorded that certain Fourth Amendment to Declaration of Protective Covenants for River Canyon Estates that was recorded August 4, 2004, as Document No. 2004-46491 in the records of Deschutes County, Oregon (the "Fourth Amendment"). Declarant recorded that certain Fifth Amendment to Declaration of Protective Covenants for River Canyon Estates that was recorded August 19, 2005, as Document No. 2005-55137 in the records of Deschutes County, Oregon (the "Fifth Amendment"). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment, shall be referred to herein as the "Declaration".

In connection with the recordation of the Declaration, including the various amendments, Declarant or Initial Declarant recorded that certain Plat of River Canyon Estates, recorded as Document No. 2002-72311 on December 23, 2002, that certain Plat of River Canyon Estates No. 2, recorded as Document No. 2004-42797 on July 20, 2004, that certain Plat of River Canyon Estates No. 3, recorded as Document No. 2005-07737 on February 8, 2005, and the certain Plat of River Canyon Estates No. 4, recorded as Document No. 2006-04126 on January 20, 2006.

WHEREAS, pursuant to Article XIII, Section 3 of the Declaration, Declarant desires to further amend the Declaration to prohibit any construction within or disturbance of vegetation within the area designated as the "No Disturbance Area" ("NDA") in Exhibit 1 attached to this Sixth Amendment, which is hereby incorporated by reference into the Declaration for all purposes. The lot numbers shown on Exhibit 1 have since been modified and updated on the plats referenced in the immediately preceding paragraph. The lot numbers referenced on Exhibit 1, therefore, may differ from the lot numbers assigned to the lots on the documents previously recorded as set forth above.

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 V, Section 3.2. Section 3.2 of Article V of the Declaration is hereby amended and restated as follows:

3.2 Landscape Construction. Front and side yard landscape construction shall be completed prior to occupancy of any Residence constructed on the Lot, unless seasonal constraints do not allow the installation, as documented by the Builder. Landscaping plans shall be approved by Architectural Review Committee prior to commencement of construction. Rear yard landscaping shall be completed within 180 days after occupancy. All buildings constructed for models shall have landscaping completed within 30 days after construction is completed. Upon written application to the ARC, an extension of the landscaping completion deadlines due to weather may be granted by the ARC. All vegetation within the NDA shall not be disturbed in any way.

2. Article V, Section 3.4. Section 3.4 of Article V of the Declaration is hereby amended and restated as follows:

3.4 Residence Construction Sites. Residence construction sites shall be maintained daily and kept in a neat and orderly condition. During construction of a Residence on any Lot encumbered by the NDA, protective fencing or other suitable barriers will be used to protect the NDA and prevent any disturbance of the vegetation therein. Once construction is complete, such protective fencing or barriers may be removed. Declarant may provide and maintain recycling bins, portable restrooms and dumpsters as Declarant, in its sole discretion, determines are needed. The cost of providing and maintaining such recycling bins, portable restrooms and dumpsters shall be paid by the Owner and shall be assessed against the Owner on a monthly basis pursuant to Article X below.

3. Article V, Section 4.6. Section 4.6 of Article V of the Declaration is hereby amended and restated as follows:

4.6 Structure Location. No dwelling, permanent or temporary structure, wall, fence, path, swimming pool (above or below ground) or any other structure or improvement shall be placed or constructed within (i) any private easement contrary to the terms of such easement, (ii) within the NDA, or (iii) or within any public easement without the prior written approval of the applicable governmental authority.

4. Article VI, Section 13. Section 13 of Article VI of the Declaration is hereby amended and restated as follows:

Section 13. Maintenance of Landscaping. Each Owner shall maintain the landscaping on the Owner's Lot in a neat and attractive condition, including all necessary gardening to properly maintain, and periodically replace when necessary, all trees, plants, grass and other vegetation on said Lot. Maintenance, including tree replacement and revegetation required by the City of Bend, of any planter strip located between the curb and sidewalk fronting a Lot shall be the responsibility of the Lot Owner. Notwithstanding the foregoing, no vegetation within the NDA shall be removed, pruned or disturbed in any way, nor shall any landscaping, including without limitation sod, be planted or installed within the NDA.

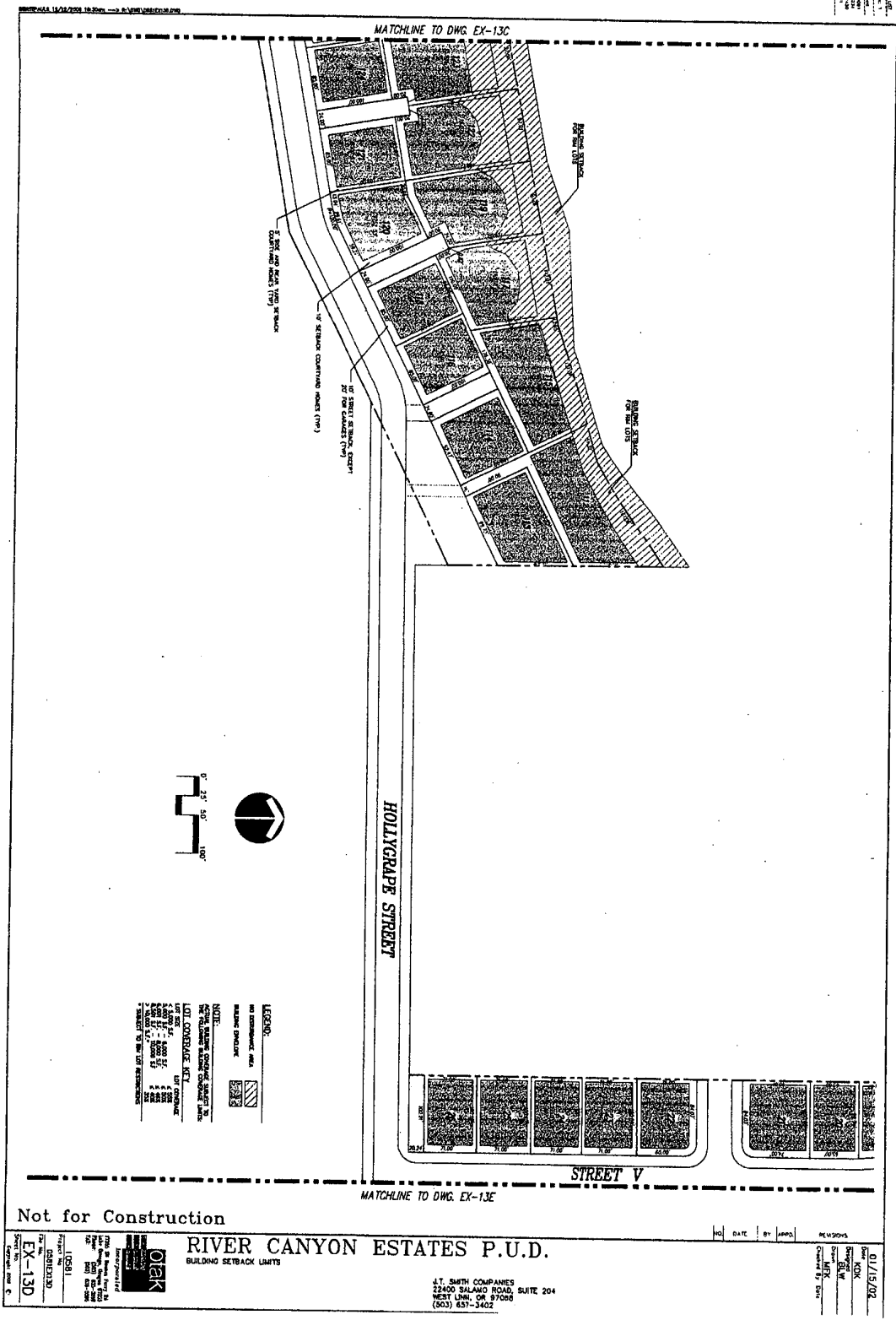
5. Article VI, Section 15. Section 15 of Article VI of the Declaration is hereby amended and restated as follows:

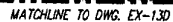
Section 15. Trees. No street trees shall be planted on any lot line. All tree plantings shall be located not less than ten (10) feet horizontally from the centerline of any water main, sanitary sewer main, or storm sewer main; and not less than five (5) feet from the centerline of any such laterals or curbside water mains. No shrubs, other vegetation or trees outside the NDA with an eight (8) inch or greater caliper, D.B.H., shall be planted or removed from a Lot without prior written approval of the ARC. No vegetation within the NDA may be removed for any reason.

6. Lots 35 and 36. The provisions of this Sixth Amendment with respect to restrictions related to the NDA shall not be applicable to Lots 35 or 36 (formerly known as Lots 146 and 147, respectively, as shown on Exhibit 1). Declarant reserves the right, however, to file any amendments to the Declaration from time to time that it deems appropriate pertaining to Lots 35 and 36.
7. Effect of Amendment. Except as expressly amended hereby and by prior amendments, the Declaration remains in full force and effect.
8. Certification. The undersigned Declarant certifies that this Sixth Amendment has been approved in the manner required by Article XIII, Section 3.
- [Signature page follows.]

EXHIBIT 1

[Please see Exhibit 1 following this cover page.]

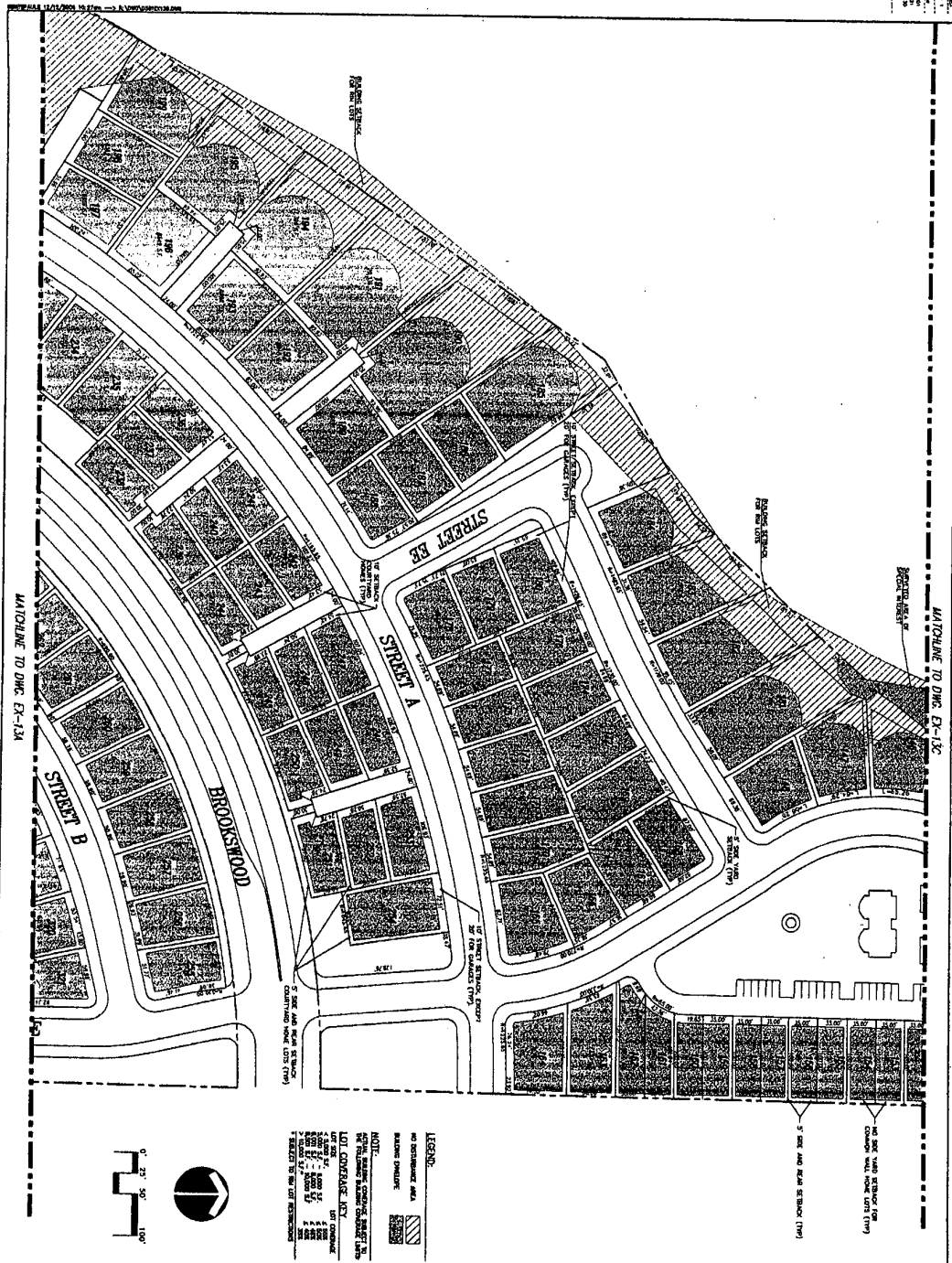




NO	DATE	BY	APPD.	REVISIONS
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J.T. SMITH COMPANIES
22400 SALAMO ROAD, SUITE 204
WEST Linn, OR 97088
(503) 857-3402

Date	01/13/04
Designed	KDK
Drawn	BLW
Checked By	MFK
Date	



Not for Construction

RIVER CANYON ESTATES P.U.D.
BUILDING SETBACK LIMITS

BUILDING SETBACK LIMITS

J.T. SMITH COMPANIES
22400 SALAMO ROAD, SUITE 204
WEST Linn, OR 97068
(503) 657-3402

01/15/02
Date
KDK
Assigned
BLW
Drawn
MFK
Checked by Date

