

When recorded Mail to:
D.R. Horton, Inc. - Portland
Attn: Michael Loomis
4386 SW Macadam Ave. Ste. 102
Portland, OR 97239

Clackamas County
September 24, 2007
Doc. No. 2007-081770
Fee \$46.00

**SECOND AMENDMENT TO THE RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDSWEPT WATERS**

Recitals

THIS SECOND AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDSWEPT WATERS (this "Second Amendment") is made and entered into effect this 20 day of September, 2007, by D. R. Horton, Inc.-Portland a Delaware corporation (the "Declarant") and by "Windswept Waters Homeowner's Association" (the "Association").

WHEREAS, the Declarant caused that certain Declaration of Restated Covenants, Conditions and Restrictions for Windswept Waters to be recorded on October 26, 2006 as Document No. 2006-099043, in the records of Clackamas County.

WHEREAS, the Declarant caused that certain First Amendment to the Declaration of Restated Covenants, Conditions and Restrictions for Windswept Waters to be recorded on June 26, 2007 as Document No. 2007-056213, in the records of Clackamas County.

WHEREAS, pursuant to Section 11.6 of the Declaration, Declarant desires to amend the Declaration as provided herein. Declarant may unilaterally amend the Declaration pursuant to Section 11.6 as this amendment is prior to the Turnover Meeting. 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. Section 4.13 is hereby amended and restated as follows:

4.13. Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in condition acceptable to Board and ARC. Fences within Common Area Tracts will be maintained by the Association. All side-yard fencing shall maintain a five (5) foot setback from the front of the house. Further, no fencing shall be installed in the front yard. All fence material designs and colors are subject to prior approval of the ARC. No chain link fencing will be visible from the street. All fences located within the "Rim at Windswept Waters"

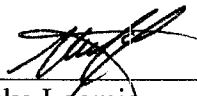
shall be cedar and stained with Sherwin Williams Monterey Tan # 3049 unless otherwise approved by the ARC.

2. Effect of Amendment. Except as expressly amended hereby and in previous Amendments the Declaration remains in full force and effect.

3. Certification. The undersigned Declarant certifies that this Second Amendment has been approved in the manner required by Article 11.6 of the Declaration.

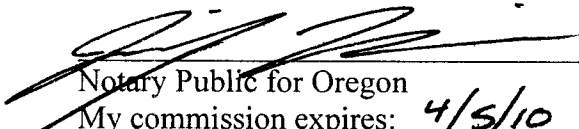
IN WITNESS HEREOF, the undersigned hereby execute this document as of, Sept. 20, 2007.

D.R. HORTON, INC.-PORTLAND
a Delaware corporation

By: 
Mike Loomis
Its: Vice President, Land Development

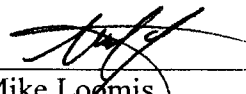
STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me on 9/20/07, 2007, by Mike Loomis, Vice President Land Development for D.R. Horton, Inc.-Portland, a Delaware corporation, on behalf of the corporation.


Notary Public for Oregon
My commission expires: 4/5/10




Windswept Waters Homeowner's Association

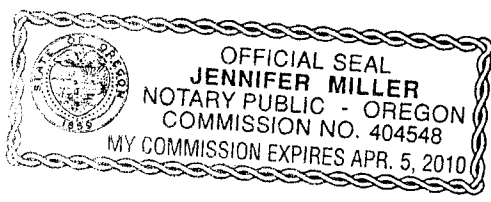
By: 
Mike Loomis
Its: President on behalf of the Association

STATE OF OREGON)
)ss
County Of Multnomah)

The foregoing instrument was acknowledged before me on Sept. 20,
2007, by mike Loomis who is the President of "Windswept Waters Homeowner's
Association" on behalf of the Association.



Notary Public for Oregon
My commission expires: 4-5-07



When recorded mail to:
D.R. Horton, Inc. - Portland
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Clackamas County
September 24, 2007
Doc. No. 2007-081771
Fee \$41.00

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKER CREST

Recitals

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKER CREST (this "First Amendment") is made and entered into effect this 20 day of September, 2007, by D. R. Horton, Inc.-Portland a Delaware corporation (the "Declarant") and by "Parker Crest Homeowners Association" (the "Association").

WHEREAS, the Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Parker Crest to be recorded on the 21st day of June, 2007 as Document No. 2007-054772 in the records of Clackamas County, Oregon.

WHEREAS, pursuant to Section 11.6 of the Declaration, Declarant desires to amend the Declaration as provided herein. Declarant may unilaterally amend the Declaration pursuant to Section 11.6 as this amendment is prior to the Turnover Meeting. 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. Section 4.13 is hereby amended and restated as follows:

4.13. Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility with the exception of the perimeter fence extending from Lot 18 on Parker Road around to Lot 31, which shall be maintained by the Association. All fences and retaining walls that are Owner's responsibility are to be maintained in condition acceptable to Board and ARC. Fences within Common Area Tracts will be maintained by the Association. All side-yard fencing shall maintain a five (5) foot setback from the front of the house. Further, no fencing shall be installed in the front yard. All fence material designs and colors are subject to prior approval of the ARC. No chain link fencing will be visible from any street or common area. All fences shall be cedar and stained with Sherwin Williams Smokehouse # 7040 unless otherwise approved by the ARC.

2. Except as expressly amended hereby the Declaration remains in full force and effect.

3. The undersigned Declarant certifies that this First Amendment has been approved in the manner required by Article 11.6 of the Declaration.

IN WITNESS HEREOF, the undersigned hereby execute this document as of, Sept. 20, 2007.

D.R. HORTON, INC.-PORTLAND
a Delaware corporation

By: [Signature]
Mike Loomis
Its: Vice President, Land Development

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me on 9/20/07, 2007, by Mike Loomis, Vice President Land Development for D.R. Horton, Inc.-Portland, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public for Oregon
My commission expires: 4/5/10



Parker Crest Homeowner's Association

By: [Signature]
Michael Loomis
Its: President on behalf of the Association

STATE OF OREGON)
)ss
County Of Multnomah)

The foregoing instrument was acknowledged before me on 9/20/07, 2007, by Michael Loomis who is the President of "Parker Crest Homeowner's Association" on behalf of the Association.

[Signature]
Notary Public for Oregon
My commission expires: 4/5/10



When recorded mail to:
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Portland, OR 97239

Clackamas County
September 24, 2007
Doc. No. 2007-081772
Fee \$41.00

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SUNNYSIDE
HIGHLANDS
(Kensington Bluff II)**

Recitals

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUNNYSIDE HIGHLANDS (Kensington Bluff II) (this "First Amendment") is made and entered into effect this 20 day of September 2007, by D. R. Horton, Inc.-Portland a Delaware corporation (the "Declarant") and by "Sunnyside Highlands Homeowners Association" (the "Association").

WHEREAS, the Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Sunnyside Highlands (Kensington Bluff II) to be recorded on the 28th day of June, 2007 as Document No. 2007-056981 in the records of Clackamas County, Oregon.

WHEREAS, pursuant to Section 11.6 of the Declaration, Declarant desires to amend the Declaration as provided herein. Declarant may unilaterally amend the Declaration pursuant to Section 11.6 as this amendment is prior to the transfer of any Lot. 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. Section 4.13 is hereby amended and restated as follows:

4.13. Fences and Hedges. No fences, boundary hedges, or retaining walls shall be installed without prior written approval of the ARC. Any fencing or retaining wall installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to the Board and ARC. All side yard fencing shall maintain a five (5) foot setback from the front of the house. Notwithstanding the foregoing, however, no fencing of any type shall be permitted in site vision restriction areas. Further, no fencing will be allowed in the front yard. All fence materials, designs, and colors are subject to prior approval of the ARC. No chain link fencing will be visible from the street and, if approved, must be black coated vinyl at minimum. All fences shall

be cedar and stained with Sherwin Williams Hopsack # 6109 unless otherwise approved by the ARC.

2. Except as expressly amended hereby the Declaration remains in full force and effect.

3. The undersigned Declarant certifies that this First Amendment has been approved in the manner required by Article 11.6 of the Declaration.

IN WITNESS HEREOF, the undersigned hereby execute this document as of, Sept. 20, 2007.

D.R. HORTON, INC.-PORTLAND
a Delaware corporation

By: [Signature]
Mike Loomis
Its: Vice President, Land Development

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me on 9/20/07, 2007, by Mike Loomis, Vice President Land Development for D.R. Horton, Inc.-Portland, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public for Oregon
My commission expires: 4/5/10



**Sunnyside Highlands Homeowner's Association
(Kensington Bluff II)**

By: [Signature]
Michael Loomis
Its: President on behalf of the Association

STATE OF OREGON)
) ss
County Of Multnomah)

The foregoing instrument was acknowledged before me on 9/20/07, 2007, by Michael Loomis who is the President of "Sunnyside Highlands Homeowner's Association" on behalf of the Association.

[Signature]
Notary Public for Oregon
My commission expires: 4/5/10

