

Return Address:

Jim Geisz
RLF Columbia Land Holdings, LLC
523 South Cascade Avenue, Suite E
Colorado Springs, CO 80903

**FIRST AMENDMENT TO AMENDED
AND RESTATED PROTECTIVE COVENANTS**

DOUGLAS COUNTY, WASHINGTON

Grantors/Grantees (Parties): Beebe Ranch, LLC, a Colorado limited liability company
Legal Description (abbreviated): Beebe Orchard Tracts
Reference Number of Declaration Amended: 3093154
Assessor's Tax Parcel ID#: 457-001-001-00 through 457-001-016-00; 457-002-001-00 through 457-002-081-00; 457-003-001-00 through 457-003-008-00; 457-004-001 00; 457-005-001-00; 27-23-16-400-03; 27-23-21-100-06; 272-321-200-04; 272-321-100-05 (covers this & other property); 272-321-100-05 (covers this and other property); 272-321-200-01 (covers this and other property)

Parties and Description of Property

1.1 Parties. The undersigned is the administrator of the Protective Covenants of the Property described below.

1.2 Property. That property commonly known as Beebe Orchard Tracts and adjoining properties situated in the County of Douglas, state of Washington, legally described as follows:

See Exhibits A, B and C attached.

Prior Documents

2.1 Protective Covenants. Amended and Restated Protective Covenants ("Protective Covenants") recorded December 23, 2005, under Douglas County Auditor's No. 3093154.

Amendment to Protective Covenants

3.1 Improvements to Vacant Lots. Section 2.3 of the Protective Covenants shall be deleted and replaced with the following:

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1 If a residence is constructed on a vacant Residential Lot, it must
2 be a single family residence and must contain at least 1,800
3 square feet of enclosed horizontal area at the finish grade level
4 of the lot on which it is located. If the residence has multiple
5 floors, the main floor must contain at least 1,800 square feet of
6 enclosed horizontal area.

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3.2 Temporary Dwellings. Section 2.6 of the Protective Covenants shall be
deleted and replaced with the following:

No mobile homes, tents or other outbuildings shall be installed
for use on any Residential Lot at any time, either temporarily or
permanently, as a residence. No free-standing outhouse or
lavatory for privy purposes shall be erected or maintained or
placed on any Residential Lot, except during periods of
construction. Campers, trailers and other recreational vehicles
may be located on a Residential Lot for a period of time not to
exceed ninety (90) days out of any twelve (12) month period until
December 31, 2008, or such later date as may be determined by
the Administrator. Thereafter, no recreational vehicle or
equipment, including without limitation, trailers, boats, buses or
motor homes may at any time be used for human habitation,
temporarily or permanently. Should Owners require either
domestic or irrigation water service during the period of
temporary use they shall be required to apply and pay for full
service.

3.3 Manufactured Homes Prohibited. Section 2.25 of the Protective
Covenants shall be deleted and replaced with the following:

No manufactured, modular or mobile home may be placed on
any lot. No existing structure of any nature shall be moved onto
any lot except for construction purposes during the construction
period only.

3.4 Garages. Section 2.32 of the Protective Covenants shall be deleted and
replaced with the following:

Every residence shall have at least a two car garage. Garages
on Residential Lots or for Residential Units may be detached
from the main dwelling structure. If detached the garage shall be
constructed at the same time as the residence. The design, roof
slope and materials of garages and shops shall be compatible
with those of the main dwelling and must conform to all set-back
restrictions.

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3.5 Letter and Delivery Boxes. Section 2.35 of the Protective Covenants shall be deleted and replaced with the following:

Individual letter and delivery boxes are not permitted. The Developer will install approved postal boxes at locations and in clusters approved by the post office.

Applicability

4.1 Approved Plans. These Amendments shall not apply to lots for which plans have been approved prior to the recording of the Amendment.

Warranty of Vote

5.1 Warranty. The undersigned hereby warrants that it is the administrator of the Protective Covenants, that it held a vote regarding these amendments, and obtained a vote in excess of fifty percent (50%) in favor as required by the Protective Covenants.

DATED this 15th day of January, 2008.

Beebe Ranch, LLC,
A Colorado Limited Liability Company

By: James W Geisz
James W Geisz, Administrator

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

I certify that I know or have satisfactory evidence that James W. Geisz is the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument as the duly-authorized Administrator of Beebe Ranch, LLC, a Colorado limited liability company, and as the Company's free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 13th day of March, 2007.

Patricia Beiner
Patricia Beiner
NOTARY PUBLIC in and for the State of
Colorado, residing at El Paso Cty.
My commission expires: 3/4/2009

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EXHIBIT A

Plat of Beebe Orchard Tracts, Douglas County, Washington,
according to the plat thereof recorded in Volume 1 of Plats,
Pages 1 through 13.

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