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PIERCE COUNTY, WASHINGTON

After-Recording Mail to:
Talis M. Abolins
CAMPBELL, DILLE, BARNETT,
SMITH & WILEY, P.L.L.C.
317 S. Meridian
P.O. Box 488
Puyallup, WA 98371

AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BUTTES

Grantor: The Buttes LLC
Grantee: The Buttes Planned Development District
Reference Numbers of Documents Amended: 200208090773, 200210111118
Legal Description (abbreviated): The Plat of The Buttes, a PDD, Division 1, recorded under Pierce County Recording No. 200111165005 (together with real property described in Covenants, Conditions, and Restrictions for The Buttes recorded under Pierce County Auditor's Recording No. 200208090773).

The undersigned, as the "Declarant" under the terms and provisions of the Covenants, Conditions, and Restrictions for The Buttes recorded under Pierce County Auditor's Recording No. 200208090773, and in accordance with Section 10.1 of said Covenants, does hereby amend and replace Section 6.7 of the Covenants, Conditions, and Restrictions with the following language:

Section 6.7 Vehicle Storage and Parking. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment shall be permitted in open view from the street or from any Lot; provided, however, that this provision shall not preclude: (1) temporary (less than seventy-two (72) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots; (2) temporary on-street parking of vehicles by guests and visitors, only; and (3) parking of recreational vehicles or boats in the designated parking area for recreational vehicles. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or Common Area or on any street for a period in excess of forty-eight (48) hours. Upon forty-eight (48) hours' notice to the Owner of a Lot where in improperly parked or stored vehicle, boat or other equipment is located or is adjacent to, the Association may have the item removed at the Owner's expense.

All the remaining terms and provisions of the Covenants, Conditions, and Restrictions for The Buttes recorded under Pierce County Auditor's Recording No. 200208090773 shall remain in full force and effect, except as expressly modified and amended herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the 14th day of August, 2009.

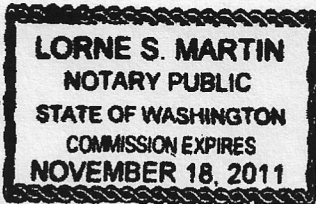
The Buttes, LLC

By: [Signature]
Thomas Sturgeon, Manager

STATE OF WASHINGTON)
COUNTY OF PIERCE)§

On this 14th day of August, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas Sturgeon, to me known to be the Manager of The Buttes, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Printed Name: LORNE S. MARTIN
NOTARY PUBLIC in and for the State of
Washington, residing at: PIERCE COUNTY
My commission expires: NOVEMBER 18, 2011

For reference only, not for re-sale.

Amendment