



AFTER RECORDING MAIL TO:
 Campbell, Dille, Barnett & Smith, PLLC
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 317 South Meridian
 Puyallup, WA 98371

FILE# 7932714
 YAKIMA COUNTY, WA
 12/29/2016 01:27:30PM
 MODIFICATION
 PAGES: 3
 VALUED CUSTOMER
 DAVE SJULE
 Recording Fee: 75.00

File # 7932715
 EASEMENT
 12/29/2016 01:27:31PM

Grantor: Catalyss, LLC, a Washington limited liability company
 Grantee: The Public
 Reference Numbers of Documents Being Amended: 7910983 ^① ^② 7910984
 Abbreviated Legal Description: The Southwest ¼ of Sec 15, Township 13 North, Range 18, Yakima County, Washington.
 Complete Legal Description is on Page ____ of the document.
 Yakima County Assessor's Tax Parcel No.: 181315-31011 and 181315-34037 ____

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR CATALYSS

COMES NOW, the undersigned the Declarant under the terms of the Declaration of Covenants, Conditions, Restrictions, and Easements for Catalyss recorded under Yakima County Recording No. 7910983 and pursuant to the Amendment provisions of said Declaration does hereby to amend certain terms and provisions of the Declaration as follows:

1. Section 4.3.1 be amended to read as follows:

The Declarant shall have the right to construct and maintain upon portions of the common areas and any lots owned by the Declarant and/or assigns, such facilities and activities as the Declarant and/or assigns and in its sole opinion may require or desire in connection with the construction and sale of dwellings and lots within the project. Including, but not limited to, the construction and operation of business and construction offices (within dwellings or in free standing trailers) sales and/or real estate brokerage offices, signs, banners and flags, model dwellings; subject to compliance with governmental ordinances. The Declarant shall also have easements for access to and use of the common areas for such facilities at no charge. That as long as the Declarant and/or assigns is the owner of any lot or lots upon which have been constructed facilities, model dwellings, real estate brokerage or sales offices, it shall be exempt from any assessments assessed under the provisions of Article 7.

2. There shall be added to the Declaration a new Section 4.9 which shall state as follows:

4.9 Tract B. That in the Plat of Catalyss which shall be recorded with the Yakima County Recorder's Office, there is designated a Tract B and said Tract B shall not be subject to the terms and provisions of this Declaration and that the Declarant and/or its assigns shall have the right to develop said Tract B subject to compliance with governmental ordinances and the Declarant and/or its assigns shall have the right to amend this Declaration to include all or any portion of Tract B to such provisions of this Declaration as the Declarant shall state in any Amendment to this Declaration with respect thereto.

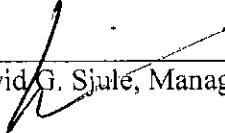
3. The Declaration shall be amended to add Section 6.17 which shall state as follows:

6.17 Contract to Provide Irrigation Water. The Association shall enter into an Agreement with H2O Water Company, LLC which shall provide water for the purposes of irrigating all the landscaped areas of the Lots and the common areas within the project and that said water company shall be the exclusive purveyor and supplier of irrigation water for the common areas and the front yard of each Lot. The cost chargeable to the Association for said water will be designated as a common area expense and paid for from the assessments made against each Lot as provided for in Article 7.

All the remaining terms, conditions, and provisions of the Declaration referred to above as amended shall remain in full force and effect except and specifically amended herein.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed this 19 day of December, 2016.

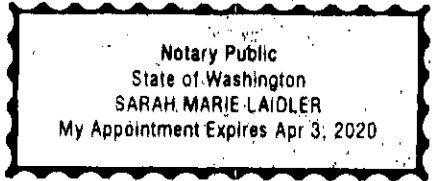
DECLARANT:
CATALYSS, LLC, a Washington limited liability company

By: 
David G. Sjule, Managing Member

STATE OF WASHINGTON)
)§
COUNTY OF Yakima)

On this 19 day of December, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David G. Sjule, to me known to be the Managing Member of Catalyss, LLC, the limited liability company that executed the within and foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

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



Sarah Marje Laidler
Printed Name: Sarah Marje Laidler
NOTARY PUBLIC in and for the State of
Washington, residing at Yakima
My commission expires: April 3, 2020