

After recording, return to:  
 BALL JANIK LLP  
 One Main Place  
 101 SW Main Street  
 Suite 1100  
 Portland, OR 97204  
 Attn: Gary D. Cole

**97-02144**

SECOND  
 SUPPLEMENTAL DECLARATION  
 TO  
 DECLARATION OF COVENANTS, CONDITIONS,  
 AND RESTRICTIONS FOR CROSSWATER

This SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CROSSWATER (this "Declaration") is made this 31<sup>st</sup> day of December, 1996, by CROSSWATER DEVELOPMENT, L.L.C., an Oregon limited liability company ("Development"), and CROSSWATER MARKETING L.L.C., an Oregon limited liability company ("Marketing").

Recitals:

A. Development caused to be recorded (i) that certain Declaration of Covenants, Conditions, and Restrictions for Crosswater in the land records of Deschutes County, Oregon, in Book 346, Page 1105 on July 21, 1994 (the "Original Declaration"), (ii) that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Crosswater in the land records of Deschutes County, Oregon, in Book 376, Page 958 on June 15, 1995, (iii) that certain Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Crosswater, in the land records of Deschutes County, Oregon, in Book 382, Page 1130 on August 21, 1995 and (iv) that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Crosswater in the land records of Deschutes County, Oregon, in Book 418, Page 2205 on August 6, 1996 (the Original Declaration as amended and supplemented, the "Existing Declaration").

B. Development and Marketing are concurrently recording the plat of CANOE CAMP in the land records of Deschutes County, Oregon. The real property included in such plat is referred to in this Declaration as the "Supplemental Property."

C. Development has designated Marketing as a declarant authorized to annex property to the Existing Declaration in accordance with Sections 1.17 and 2.3 of the Existing Declaration.

D. Pursuant to Section 2.1.1 of the Existing Declaration, Development and Marketing desire to subject the Supplemental Property to the Existing Declaration, upon the terms and conditions contained in this Declaration.

Declarations:

NOW, THEREFORE, Development and Marketing declare as follows:

1. DEFINITIONS

Except to the extent otherwise defined herein, the defined terms used in this Declaration shall have the meanings given to such terms in the Existing Declaration.

2. ADDITION OF PROPERTY

2.1 Addition. Development and Marketing declare that all of the Supplemental Property is hereby added to the Properties and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved in perpetuity subject to the easements, covenants, restrictions, and charges contained in the Existing Declaration.

2.2 Application of Declaration. The Supplemental Property, including any Improvements thereon, shall be subject to all of the easements, covenants, restrictions, and charges set forth in the Existing Declaration.

2.3 Common Area. The legal description of any Supplemental Property that constitutes Common Area is attached as Exhibit A.

3. MISCELLANEOUS PROVISIONS

3.1 Construction; Severability. This Declaration and the Existing Declaration shall be liberally construed as one document to effect the addition of the Supplemental Property to the Properties. Nevertheless, each provision of this Declaration and the Existing Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

3.2 Run with Land. This Declaration and the easements, covenants, reservations, and charges described herein shall run with the land and shall be binding on any person acquiring any right, title, or interest in the Supplemental Property.

IN WITNESS WHEREOF, Development and Marketing have executed this Declaration as of the date first set forth above.

Development:

CROSSWATER DEVELOPMENT, L.L.C.,  
an Oregon limited liability company

By: Sunriver Resort Limited Partnership,  
a Delaware limited partnership, a member

By: Lowe Sunriver, Inc.,  
a California corporation, General Partner

By: Charles S. Peck, Pres  
Charles S. Peck, President

Marketing:

CROSSWATER MARKETING L.L.C.,  
an Oregon limited liability company

By: Sunriver Resort Limited Partnership,  
a Delaware limited partnership, a member

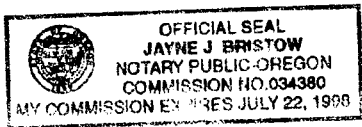
By: Lowe Sunriver, Inc.,  
a California corporation, General Partner

By: Charles S. Peck, Pres  
Charles S. Peck, President

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of December, 1996, by Charles S. Peck, who is the President of Lowe Sunriver, Inc., a California corporation, General Partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, member of Crosswater Development L.L.C., an Oregon limited liability company, on behalf of the limited liability company.

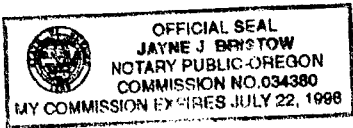
Jayne J. Bristow  
Notary Public for Oregon  
My Commission Expires: 7/22/98



STATE OF OREGON        )  
                                  ) ss.  
County of Deschutes     )

The foregoing instrument was acknowledged before me on this 31<sup>ST</sup> day of December 1996, by Charles S. Peck, who is the President of Lowe Sunriver, Inc., a California corporation, General Partner of Sunriver Resort Limited Partnership, a Delaware limited partnership, member of Crosswater Marketing L.L.C., an Oregon limited liability company, on behalf of the limited liability company.

Jayne J. Bristow  
Notary Public for Oregon  
My Commission Expires: 7/22/98



**EXHIBIT A**

Tracts T, U, and X, and Canoe Camp Drive (excluding Tract W contained therein), CANOE CAMP, Deschutes County, Oregon.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

97 JAN 22 AM 10:35

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: T. Moore DEPUTY

NO. 97-02144 FEE 25.00

DESCHUTES COUNTY OFFICIAL RECORDS