



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

William Smith Properties, Inc.
15 S.W. Colorado Avenue, Suite 1
Bend, Oregon 97702

**SUPPLEMENTAL DECLARATION FOR
RIVER BEND COVENANTS, CONDITIONS AND RESTRICTIONS
[NORTHSIDE TERRACE DECLARATION]**

27 This SUPPLEMENTAL DECLARATION FOR RIVER BEND COVENANTS, CONDITIONS AND RESTRICTIONS [MASTER DECLARATION] (this "Supplemental Declaration"), shall be effective upon its recording in the deed records of Deschutes County, Oregon and is made and executed this 20th day of April, 2007, by RIVER BEND LIMITED PARTNERSHIP, an Oregon limited partnership ("Declarant").

Recitals:

A. Declarant previously executed that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for River Bend, dated November 4, 1997, and recorded in the deed records of Deschutes County, Oregon on November 4, 1997 in Book 468, Page 1683, et seq., as Instrument No. 97-41096, as amended by that certain Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 26, 1998, and recorded in the deed records of Deschutes County, Oregon on January 30, 1998 in Book 479, Page 1865, et seq., as Instrument No. 98-03912 (collectively, the "Master Declaration") as amended from time to time.

B. Section 9.2.1 of the Master Declaration provides for an allocation of Base Assessments based on the number of square feet of surface area included in the Parcel owned by an Owner. However, some Parcels have been developed more intensively by Owners than others. Therefore, Declarant desires to amend the Master Declaration to allocate Base Assessments among all of the Parcels in a manner that is more consistent with the level of development on the Parcels, all as more particularly described herein.

Declarations:

1. Definitions. Except to the extent set forth in this Supplemental Declaration, capitalized terms used herein shall have the meaning given to such terms in the Master Declaration.

2. Amendment. From and after January 1, 2008, Section 9.2.2 of the Master Declaration shall be amended to read as follows:

Subject to the provisions of Section 9.2.3, the Base Assessments for each calendar year shall be allocated among all Parcels in accordance with the procedures contained in this Section. Declarant shall determine the total number of useable square feet of improvements located on each Parcel as of January 1 of such calendar year. If any Parcel is not developed with improvements that have a total useable square footage that is at least equal to twenty-five percent (25%) of the square feet of surface area on such Parcel on such January 1, such Parcel shall be allocated a useable square footage that is equal to twenty-five percent (25%) of the square feet of surface area on such Parcel. The number of useable square feet allocated to an individual Parcel is hereinafter referred to as the "Parcel Area". The total number of useable square feet allocated to all of the Parcels is hereinafter referred to as the Total Useable Parcel Area. Each Owner of a Parcel shall be allocated a portion of the Base Assessments determined by multiplying the amount of the Base Assessment by a fraction, the numerator of which is the Parcel Area for such Parcel, and the denominator of which is the Total Useable Parcel Area. The Base Assessment so allocated to each Condominium Project shall be allocated equally among the Condominium Units in such Condominium Project, unless the applicable Condominium Documents otherwise provide. Notwithstanding anything to the contrary contained in this Section 9.2.2, if contiguous Parcels are owned by the same Owner or by an Owner and affiliates of such Owner and such contiguous Parcels are operated and managed as a unified project, all such contiguous Parcels shall collectively be allocated a portion of the Base Assessments determined by multiplying the amount of the Base Assessment by a fraction, the numerator of which is the Parcel Area for all such contiguous Parcels, and the denominator of which is the Total Useable Parcel Area.

3. Severability. Each provision of this Supplemental Declaration and the Master Declaration shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Supplemental Declaration or the Master Declaration. The Master Declaration, as supplemented by this Supplemental Declaration, remains in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 30th day of April, 2007.

Declarant:

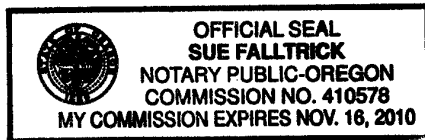
RIVER BEND LIMITED PARTNERSHIP, an
Oregon limited partnership

By: The Bend Company, an Oregon
corporation, General Partner

By: William L. Smith
William L. Smith, President

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 30th day of April, 2007, by William L. Smith, who is the President of The Bend Company, an Oregon corporation, general partner of River Bend Limited Partnership, an Oregon limited partnership, on behalf of the limited partnership.



Sue Falltrick
Notary Public for Oregon
My Commission Expires: 11-16-2010