



After recording, return to:

Wayne Purcell
3075 N. Hwy. 97
Bend, OR 97701

D-CRA Cnt=1 Stn=2 JEFF
\$25.00 \$11.00 \$10.00 \$5.00

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS SUBMITTING
RIVER'S EDGE VILLAGE PHASE VIII TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF UPPER RIVER'S EDGE**

By instrument dated September 14, 1997, and recorded September 17, 1997, in Book 462 at Page 897, Official Records of Deschutes County, Oregon, THE RIVERHOUSE PARTNERSHIP, an Oregon partnership, established the Declaration of Covenants, Conditions and Restrictions for Upper River's Edge (the "Declaration").

The Declaration for Upper River's Edge contemplated that developer would, at any time during the term of the Declaration, add all or a portion of any land now or hereafter owned by Declarant to the Property which was covered by said Declaration.

River's Edge Investments, L.L.C. is the successor in interest to The Riverhouse Partnership and is hereinafter referred to as "Declarant".

Declarant now wishes to subject the area known as River's Edge Village Phase VIII to the Declarations of Covenants, Conditions and Restrictions for Upper River's Edge, to annex such Property to Upper River's Edge and to make provisions for the conditions upon which such Property may be used.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

SECTION 1. DEFINITIONS

1.1 INCORPORATION BY REFERENCE: Each of the terms defined in Article 1 of the Declaration for Upper River's Edge shall have

1 - Supplemental Declaration (RSL:RIVERSED.223)

the meanings set forth in such Article 1.

1.2 The "Property" shall mean River's Edge Village Phase VIII, City of Bend, Deschutes County, Oregon, according to the official plat thereof.

1.3 Declaration of Covenants, Conditions and Restrictions for Upper River's Edge shall mean that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Upper River's Edge" dated September 14, 1997, recorded September 17, 1997, in Book 462, Page 897, Official Records of Deschutes County, Oregon.

1.4 "River's Edge Village Phase VIII", shall mean the area described in Paragraph 1.2 above.

SECTION 2. SUBSECTION OF RIVER'S EDGE VILLAGE PHASE VIII, TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UPPER RIVER'S EDGE

2.1 **ANNEXATION:** Declarant hereby declares that River's Edge Village Phase VIII shall be part of that certain residential community known as Upper River's Edge, as referred to in the Declaration of Covenants, Conditions and Restrictions for Upper River's Edge.

2.2 **DECLARATION OF RESTRICTIONS:** The covenants and conditions set forth in Articles I through XIII, inclusive, of the Declaration of Covenants, Conditions and Restrictions for Upper River's Edge shall be applicable within the Property except as may be restricted in this instrument. The Property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and the Declaration for Upper River's Edge.

SECTION 3. MISCELLANEOUS

3.1 **AMENDMENT AND REPEAL:** Any provision of this Supplemental Declaration at any time may be amended or repealed. The provision may be added by any of the methods provided in the Declaration for Upper River's Edge.

2 - Supplemental Declaration (RSL:RIVERSED.223)

3.2 DURATION: The covenants and provisions contained herein shall continue to remain in full force and effect in accordance with the Declaration for Upper River's Edge.

3.3 ATTORNEY FEES: In the event any party shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the party not prevailing shall pay to the prevailing party all costs and expenses incurred by it in connection with such suit or action, such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or other proceedings, including any bankruptcy or arbitration proceeding.

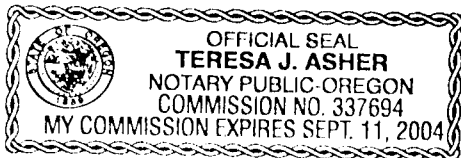
IN WITNESS WHEREOF, RIVER'S EDGE INVESTMENTS, L.L.C., has executed this Supplemental Declaration this 16 day of April, 2002.

RIVER'S EDGE INVESTMENTS, L.L.C.,
Successor in Interest to The
Riverhouse Partnership

By: Wayne Purcell
Its: _____

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 16 day of April, 2002 by Wayne Purcell, who stated that _____ is the owner of River's Edge Investments, L.L.C. and is authorized to execute the foregoing instrument on behalf of the limited liability company.



Vivian Glahn
Notary Public for Oregon
My Commission Expires: 9/11/04

River's Edge Village, Phase VIII
Boundary Legal Description

A parcel of land containing 7.49 acres, more or less, located in a portion of the Southwest One-quarter (SW 1/4) of Section 20, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap stamped "HWA" which marks the northwest corner of the plat of River's Edge Village, Phase VII as recorded on December 08, 1999 in plat cabinet E, pages 362-365 which bears North 22°38'54" East a distance of 1778.90 feet from a 3 1/4" brass cap marking the southwest corner of said Section 20, said beginning point also being on the west boundary line of the parcel described in Special Warranty Deed recorded on June 28, 1991 in Volume 238, Page 2315 of Deschutes County Official Records in the office of the Deschutes County Clerk (said parcel hereinafter known as Parcel "A"), said beginning point also being on the easterly 40.00 foot right-of-way line of Mt. Washington Drive; thence along said west line and said easterly right-of-way line the following one (1) course and one (1) curve:

North 04°27'32" West a distance of 160.29 feet;
315.34 feet along the arc of a tangent curve to the left with a radius of 690.00 feet, the chord of which bears North 17°33'05" West for a distance of 312.60 feet to the northwest corner of said Parcel "A";

Thence leaving said west boundary line and said easterly 40.00 foot right-of-way line, and along the north boundary line of said Parcel "A" the following two (2) courses:

North 64°06'43" East a distance of 515.70 feet;
South 68°58'14" East a distance of 475.51 feet;

Thence leaving said north boundary line South 31°37'42" West a distance of 117.92 feet; thence South 48°27'09" East a distance of 84.17 feet; thence South 41°32'51" West a distance of 204.59 feet; thence North 40°07'25" West a distance of 116.99 feet; thence South 79°44'23" West a distance of 105.65 feet; thence South 70°42'43" West a distance of 181.49 feet; thence South 60°05'45" West a distance of 333.92 feet; thence South 04°27'32" East a distance of 45.06 feet to a 5/8" iron rod with yellow plastic cap stamped "HWA" marking the northeast corner of said plat of River's Edge Village, Phase VII; thence along the north boundary line of said plat South 85°32'28" West a distance of 30.00 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

October 4, 2000

S:\Land Projects\River's Edge Village\dwg\981209-Phase 8\Documents\Phase 8

Boundary Legal.doc

Page 1 of 1

