

language to cause Riverbend Phase II to become subject to this Master Deed. Said amendment shall also include amendments to appropriate sections of Exhibit B hereto, showing the location and dimensions of the Units and the General and Limited Common Elements in Riverbend Phase II.

The annexation of Riverbend Phase II shall not affect the limitations on increases in Annual Assessments applicable to Units listed on Exhibit C of this original Master Deed. All Units and Unit Owners in Riverbend Phase II shall be subject to the same restrictions, requirements, and obligations as are imposed upon Unit Owners above in this Master Deed, including the obligation to pay Annual and Special Assessments; provided the relative amounts of all such Assessments following the filing of such amendment shall be determined according to Exhibit C-a.

In the event the Developer fails to file such amendment within twenty-four (24) months from the date of the filing of this Master Deed, then Developer's right to annex Riverbend Phase II pursuant to the procedure set forth in this Article XX shall terminate and expire.

IN WITNESS WHEREOF, the undersigned corporation by its duly authorized officers hereby sets its hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Babara C. Alden

Rosemary Fletcher

By:

N. Barton Tuck, Jr.

N. Barton Tuck, Jr., as
President and as Nominee
for the Trustees of
U.S. Shelter