

**VOL: 2000 PAGE: 40325**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-40325 \* Vol-Page

Printed: 10/04/2000 15:44:06

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 4, 2000; 3:43 p.m.

RECEIPT NO: 26866

DOCUMENT TYPE: Covenants, Conditions &  
Restrictions

FEE PAID: \$71.00

NUMBER OF PAGES: 8

A handwritten signature in black ink, appearing to read "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

FIRST AMENDMENT TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER

The undersigned, Airport Business Center Associates, L.L.C., being the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Airport Business Center recorded on October 21, 1997 in Book 466 at Page 1907, Official Records of Deschutes County (the "CC&R's") and being the Owner of more than 51% of the land area of Sites of Airport Business Center, hereby amend the CC&R's pursuant to Section 10.2 of the CC&R's this 25<sup>th</sup> day of September, 2000, as follows:

**I GENERAL DECLARATION**

1.2 Additional Land

Pursuant to Section 1.2 of the CC&R's, Declarant hereby subjects the contiguous land described on Exhibit A attached hereto to the CC&R's, and by execution of this First Amendment S & S Development, LLC, the owner of fee title to the land described on Exhibit A hereby consents to the addition of such land to Airport Business Center.

**II DEFINITIONS**

Section 2.3 of the Declaration is hereby amended and restated in its entirety as follows:

"2.3 Campus within the Park ('the Campus'): That portion of the real property designated Lots 9 through 12 as shown on Plat Number SUB-97-05 recorded October 21, 1997 as now existing or hereafter replatted, together with any additional lots added to the Campus by Declarant."

Section 2.4 of the Declaration is hereby amended and restated in its entirety as follows:

"2.4 Common Area(s): That portion of the real property now existing or hereafter designated as common area for the use and enjoyment of all owners of lots within ABC in common; provided that such common area shall be limited to open space, common signage or park-like amenities including those referenced in Section 5.4 of this Declaration. With respect only to the Campus, the term 'common areas' shall also include roadways, parking areas and other facilities that are subjected to reciprocal easements for the mutual benefit of Lots within the Campus, which may be referred to herein as 'Campus Common Area(s)'."

Section 2.8 of the Declaration is hereby amended and restated in its entirety as follows:

"2.8 Lot: A lot or parcel within ABC legally created by partition or subdivision and suitable as a building site. A lot or parcel located in the Campus may also be referred to as a 'Campus Lot'."

Section 2.9 of the Declaration is hereby amended and restated in its entirety as follows:

"2.9 Owner: The holder of a fee simple interest in a Site, or the holder of a vendee's interest in a Site under a recorded installment contract of sale. The holder of any leasehold interest in a Site, a building, or a portion of a building

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 923  
BEND, OR 97709

is not an Owner. If there are two or more co-owners of a Site, they shall collectively constitute only one Owner for purposes of these CC&R's, and shall have only one vote on any matter on which Owners may vote as provided in Section 9.3(b). With respect to the Campus, an Owner may also be referred to as a 'Campus Owner'."

Section 2.10 of the Declaration is hereby amended and restated in its entirety as follows:

"2.10 Owners' Committee: Committee of owners formed pursuant to Article IX. The term 'Campus Owners' Committee' shall refer exclusively to Owners of Lots within the Campus."

**III REGULATION OF OPERATIONS AND USES**

Section 3.1 of the Declaration is hereby amended and restated in its entirety as follows:

**3.1 Permitted Uses**

Any business or industrial operation and use consistent with the zoning ordinances of the City of Redmond will be permitted provided Declarant consents thereto. Approved uses shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other Sites. Certain activities which cannot be carried on within a building may be permitted provided Declarant specifically consents thereto, and further provided such activity is screened or otherwise mitigated so as not to be discernible from or produce a nuisance to neighboring Sites and streets. Changes in use shall be approved, disapproved or conditionally approved after receipt of all information that would be reasonably required for a prudent business decision. No change in the use of any building on a Lot within the Campus shall be made if such change would violate the parking ratio required by the City of Redmond for such use."

**V DEVELOPMENT STANDARDS**

Section 5.4 of the Declaration is hereby amended and restated in its entirety as follows:

**5.4 Landscape and Pathway Easement and Public Utility Easement**

Declarant reserves a perpetual non-exclusive easement fifteen (15) feet in width over each lot abutting First Street, Fourth Street, Sixth Street, Umatilla Avenue, and Airport Way, parallel to and contiguous with the right-of-way of each such street. Except as otherwise provided in Section 5.4(a) below, the easement area, together with the public right-of-way between the property line and the curb, shall be used for (i) the installation and maintenance of underground utilities and their above-ground appurtenances, and (ii) construction, maintenance, repair and use of a unified perimeter streetscape and public pedestrian/bicycle pathway. Said easement area together with the public right-of-way between the property line and the curb shall be considered common area, except that it shall be maintained in accordance with Declarant's standards by Owner at Owner's expense unless and until Declarant contracts for common maintenance as a common expense. The streetscape shall be designed by Declarant and may include, without limitation, landscaping, signs, lighting, irrigation, and a meandering public pedestrian/bicycle pathway as a continuous linear system. The pathway, irrigation system and landscaping shall be installed in accordance with Declarant's design concept either by Declarant or Owner, at Declarant's

option, and the cost therefor shall be paid by the Owner of the Lot on which the improvements are made. Declarant reserves the right to form a local improvement district ('L.I.D.') for the construction of all or any portion of the streetscape, and each Owner hereby consents to the formation of such an L.I.D.; provided that any Owner who has constructed the streetscape on a Lot at its cost shall be excluded from the L.I.D. with respect to such Lot. It shall be the responsibility of Owner to maintain the flow of the irrigation system during construction of vehicular access drives, the location of which shall be subject to approval of Declarant, and to restore grading, the meandering pathway, landscaping, and irrigation system to its original condition. Notwithstanding the foregoing, Declarant may permit parking on the five (5) foot strip of the easement area most distant from the right-of-way in the case of Lots less than 30,000 square feet in area."

(a) Airport Way

With respect to Airport Way, it is the intent of Declarant that the unimproved public right-of-way adjacent to the above-described easement be utilized for underground utilities and elements of the streetscape described above, and that the fifteen foot (15') easement across each Lot parallel to and contiguous with Airport Way be used primarily for the purpose of common area signage and lighting, if any."

Section 5.9(e) of the Declaration is hereby amended and restated in its entirety as follows:

- "(e) Roof treatments may be of any traditional roof material that has a non-glare surface, as approved by Declarant, except that roof designs and materials within the Campus shall be in strict conformance to Declarant's design specifications for the Campus, now existing or hereafter adopted by Declarant."

## VII MAINTENANCE OF COMMON AREAS AND FACILITIES

Article VII of the Declaration is hereby amended and restated in its entirety as follows:

"7.1 Maintenance Responsibility

Until such time as Declarant designates a maintenance operator for all or any portion of the maintenance of common areas, or of Campus Common Areas as set forth in Section 7.3 below, the Owner of each Lot shall maintain and repair all common areas and facilities located upon such Owner's Lot. Such maintenance and repairs include, without limitation:

- (a) Performance of necessary maintenance of landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees; all in accordance with any guidelines established by Declarant;
- (b) Periodic cleaning (including ice and snow removal), maintenance, and repair of the pedestrian/bicycle pathway;
- (c) Maintenance of general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the common areas located on the Owner's lot. The amount and coverage of such insurance shall be determined by Declarant, but in no event shall said insurance afford protection of less than \$1,000,000

combined single limit for bodily injury, death or property damage. Declarant shall be named as an additional insured on such policy.

7.2 Maintenance Operator

Declarant shall have the right to designate and employ a maintenance operator to perform all or any portion of the maintenance and repair obligations described above.

7.3 Maintenance of Campus Common Areas and Facilities, and Declaration of Easements

(a) Declarant shall have the right to designate and employ a maintenance operator to perform all or any portion of the maintenance and repair obligations described in 7.1 above together with all necessary and appropriate maintenance of Campus Common Areas, driveways and any other common facility contained within the Campus, either separately or in conjunction with appointment of a maintenance operator for the entire project pursuant to 7.2. Declarant shall also have the right, but not the obligation, to contract for security services for the benefit of the Campus as a Campus Common Area expense.

(b) Easements for Utilities, Etc. within the Campus

Declarant hereby reserves access and maintenance easements on, across, over and under all Campus Common Areas to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining roads, walkways, bicycle pathways, trails, drainage systems, street lights, signage, cable television, telecommunication, security and similar systems, and all other utilities (including water, sewer, telephone, gas, and electricity) and facilities and equipment related to any of the foregoing.

(c) Easements for Drainage within the Campus

Declarant hereby reserves over every Campus Lot and Campus Common Area easements for natural drainage of storm water runoff from other portions of the Campus. In addition, Declarant hereby reserves an easement to enter any portion of the Campus in order to change, correct or modify the grade or drainage channels of the Campus for the purpose of improving drainage from and across the Campus; provided the holder of such easement shall use all reasonable efforts to conduct any such work in a manner which minimizes any disturbance to the uses of the Campus Lots and their respective tenants, guests and licensees; shall undertake any such work expeditiously and restore to usable condition as soon as reasonably possible; and shall not alter the natural drainage so as to increase materially the drainage of storm water onto adjacent portions of the Campus without the consent of the Owner of the affected property.

(d) Easements for Vehicular Ingress, Egress and Parking

Declarant hereby reserves over every Campus Lot and Campus Common Area easements for: (i) vehicular ingress and egress to, from, over and across any roads, streets or driveways located on any portion of the Campus, and (ii) shared vehicular parking in any parking lot striped for parking that may from time to time be located in the Campus, subject to: (1) any restrictions contained in the Permitted Uses (Section 3.1), (2) the right of any Owner, at its sole cost and

expense, to permanently designate and mark no more than 40% (unless otherwise approved by Declarant) of its parking spaces to be used during its usual business hours exclusively for its own purposes (such Owner shall be entitled, at its sole cost and expense, to enforce restrictions respecting unauthorized parking in such parking spaces), and (3) the obligation of each Owner to instruct its employees to park in its parking spaces. Such easements are for the benefit of Declarant and its agents, employees, successors and assigns, the Campus Owners, and each of their respective agents, employees, tenants, guests and invitees. Until such time as Declarant designates a maintenance operator for the Campus Common Area, each Owner will maintain and pay the cost of maintenance of the driveways and parking areas located on such Owner's Lot.

(e) Right of Entry

Declarant shall have the right, but not the obligation, to enter upon any Campus Lot for emergency, security, or safety reasons (including the correction of any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by Declarant), and to perform construction, maintenance and repair pursuant to this Declaration.

7.4 Easements Deemed Created

Each conveyance of a Lot in ABC after the date of recordation of this Declaration shall be construed to grant and reserve the easements contained in the foregoing Section 7.3 and elsewhere in these CC&R's, regardless of whether any specific reference to such easements appears in the instrument of conveyance."

**VIII ASSESSMENTS**

Article VIII of the Declaration is hereby amended by the addition of a new Section 8.7 as follows:

"8.7 Campus Assessments

Additional assessments may be made by Declarant against Campus Lots to cover the costs of or to establish a reasonable reserve for providing any service or capital expense for the Campus Common Area. Campus assessments shall be for the same purposes and treated in the same manner as set forth in Sections 8.1 through 8.6 above, except that such assessment shall be for costs and expenses incurred in connection with the maintenance, repair and improvement of the Campus Common Area pursuant to Section 7.3; and shall be allocated to each Campus Lot in proportion to the square footage of such Lot to the square footage of all Lots in the Campus."

**IX OWNERS' COMMITTEE**

Article IX of the Declaration is hereby amended and restated in its entirety as follows:

"9.2 Formation of Owners' Committee

(a) Upon Declarant's relinquishment of its control and duties, the Owners' Committee shall automatically come into existence, and shall succeed

to all duties, powers, responsibilities, rights and privileges of Declarant under these CC&R's, subject to Section 9.2(b).

- (b) Declarant, so long as Declarant exercises controls set forth in this Declaration, and thereafter the Owners of Lots within the Campus may at any time form a Campus Owners' Committee to succeed to all duties, powers, responsibilities, rights and privileges under these CC&R's that are applicable exclusively to the Campus. Upon formation of the Campus Owners' Committee, all rights and responsibilities with respect to operations, design review, landscaping, maintenance, and enforcement within the Campus shall vest exclusively in the Campus Owners' Committee. Upon termination of the Campus Owners' Committee, all such rights and obligations shall revert to the Owners' Committee.

**X DURATION AND MODIFICATION**

Section 10.1 of the Declaration is hereby amended and restated in its entirety as follows:

**"10.1 Duration**

Unless sooner terminated or modified according to the procedures provided in Section 10.2 below, these CC&R's shall remain in effect for a period expiring on the thirtieth (30<sup>th</sup>) anniversary date of the execution of this Declaration and shall be automatically renewed for an unlimited number of successive ten-year periods unless repealed as provided in Section 10.2. Notwithstanding the foregoing, all of the easements reserved for the benefit of the Campus in Section 7.3 shall be perpetual."

Section 10.2(a) of the Declaration is hereby amended and restated in its entirety as follows:

- "(a) Except as otherwise provided in (b) below, with the written consent of Declarant and of the Owners of fifty-one percent (51%) of the land area of Sites within ABC; provided, however, that any modification or amendment to a provision of this Declaration which applies only to the Campus may be adopted with the written consent of Declarant and the Owners of 51% of the land area of Sites within the Campus. The consent of Declarant shall not be required after Declarant ceases to be an Owner of any Site."

**XI ENFORCEMENT**

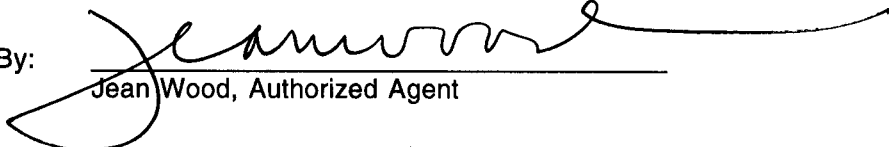
Section 11.1 of the Declaration is hereby amended and restated in its entirety as follows:

**"11.1 Right of Entry**

Declarant, or its authorized representative, shall have the right to enter any Site for the purpose of determining compliance with these CC&R's and to perform construction, maintenance and repairs required or permitted by this Declaration."

IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

**DECLARANT: AIRPORT BUSINESS CENTER ASSOCIATES, L.L.C.**

By:   
Jean Wood, Authorized Agent

2000.40325-7

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss.

The foregoing instrument was acknowledged before me this 7 day of October, 2000,  
by Jean Wood, Authorized Agent of Airport Business Center Associates, L.L.C.



Julie A. Best  
Notary Public for Oregon  
My Commission expires: 5-1-04

The undersigned S & S Development, LLC hereby consents to the addition of the real property described on Exhibit A to Airport Business Center and subjects such real property to the CC&R's.

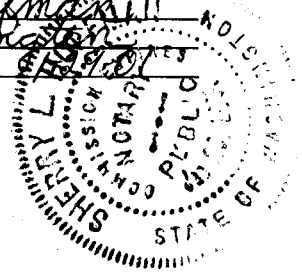
S & S DEVELOPMENT, LLC

By: Mark Swanson, MEMBER

STATE OF Washington  
COUNTY OF Snohomish ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Sept, 2000,  
by Mark Swanson, Member of S & S Development, LLC.

Sherry L. Hoffmann  
Notary Public for Washington  
My Commission expires: \_\_\_\_\_





2010. 40325-8

**EXHIBIT A**

That portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE) of Section Twenty-one (21), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, lying within the boundaries of the following described property:

Beginning at a 5/8" iron rod at the Northwest corner of Lot 21 of AIRPORT BUSINESS CENTER; thence North 00° 52' 37" West 284.54 feet to a 5/8" iron rod at an angle point in the boundary of said Lot 4; thence following said boundary, South 32° 55' 14" East 339.21 feet to a 5/8" iron rod at the Northeast corner of said Lot 21; thence following the boundary of said Lot 21, South 32° 55' 14" East 118.76 feet to a 5/8" iron rod; thence leaving said Lot 4 boundary, 100.78 feet along the arc of a 470.00 foot radius curve right (the long chord of which bears South 60° 24' 08" West 100.58 feet) to a 5/8" iron rod; thence South 66° 32' 58" West 48.73 feet to a 5/8" iron rod; thence 117.71 feet along the arc of a 470.00 foot radius curve right (the long chord of which bears South 73° 43' 27" West 117.40 feet) to a 5/8" iron rod; thence North 00° 05' 28" East 201.90 feet to the point of beginning.