



Recording requested and
when recorded return to
Brent S. Kinkade
Karnopp, Petersen, Noteboom
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1201 NW Wall Street, Suite 300
Bend, Oregon 97701-1957

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Amending that Negative Easement for American Lane Business Park previously recorded at Deschutes County Official Records, book 2002, page 38413, on July 16, 2002.

The Covenants, Conditions and Restrictions embodied in this Declaration are hereby amended and restated in their entirety this 22nd day of October, 2002, by Charles W. Anderson and Linda R. Anderson, tenants by the entirety, as owners of more than two-thirds of the lots constituting the real property in the City of Bend, Deschutes County, State of Oregon, which is described on Exhibit "A" attached hereto and incorporated by this reference herein:

The real property described on Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and such property will be known as American Lane Business Park.

American Lane Business Park is being developed as a planned industrial complex, except where this Declaration of American Lane Business Park conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all owners, lessees, licensees, occupants, and users of the property subject to this Declaration and their successors in interest as set for herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. Definitions. Definitions shall include the plural and/or singular form of the defined term.

1.1 American Lane Business Park: The term American Lane Business Park shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 American Lane Business Park Owners Committee: The American Lane Business Park Owners Committee (ALBPOC), shall be that committee of Owners formed pursuant to Section 6 herein.

1.3 Architectural Rules: Rules adopted by Declarant (or Declarant's Successor) pursuant to Section 3.6 below.

1.4 **Block:** The term Block shall mean those areas designated as Blocks on subdivision or partition maps according to the records of the City of Bend and/or Deschutes County.

1.5 **Declarant:** The term Declarant shall mean Charles W. Anderson and Linda R. Anderson, as tenants by the entirety, or their successors in interest.

1.6 **Declaration:** The Declaration shall mean this Negative Easement containing a Declaration of Covenants, Conditions and Restrictions for American Lane Business Park.

1.7 **Improvements:** The term Improvements shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, signs, loading areas and all other structures or exterior landscaping, vegetation, or ground cover of every type and every kind above the land surface.

1.8 **Lot:** The term Lot shall mean the fractional part of Blocks as divided and subdivided on subdivision or partition maps according to the records of the City of Bend and/or Deschutes County, whether subdivided or partitioned before or after the recording of this instrument.

1.9 **Owner:** Owner shall mean and refer to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract of lease requiring that such person or persons pay real property taxes on the Lot.

1.10 **Streets:** The term Streets shall mean any street, highway or other thoroughfare within or adjacent to the American Lane Business Park and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

Section 2. Property Subject to the Covenants, Conditions and Restrictions for American Lane Business Park

2.1 **General Declaration Creating American Lane Business Park:** Declarant hereby declares that all of the real property located in Deschutes County, Oregon described on Exhibit "A" is subject to this Declaration and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said restrictions are declared and agreed to be in furtherance of the general plans of the subdivision, and are established with the purpose of protecting the desirability and attractiveness of American Lane Business Park and every part thereof. All of the Covenants, Conditions and Restrictions of American Lane Business Park run with all of said real property for all purposes and shall be binding upon the inure to the benefit of Declarant and all Owners, and their successors in interest as set forth in this Declaration. Owner reverses the right to partition and/or subdivide the real property described on Exhibit "A" after recording of this instrument to create additional Lots, Streets, and/or other features.

2.2 Addition of Other Real Property by Grantor:

(A) Declarant may, at any time during the term of this Declaration, add all or a portion of any contiguous land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of parcels within such added land shall be the same as in the case of the land described in Exhibit "A."

(B) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of such added real property.

Section 3. Architectural Controls.

3.1 Approval Required. No Improvement shall be erected, placed, altered, maintained, or permitted to remain on any real property subject to this Declaration until final construction plans and specifications have been submitted to and approved in writing by Declarant.

3.2 Procedure: Any Owner proposing to construct any Improvements within the American Lane Business Park (including any exterior alteration, addition, destruction or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by Sections 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by Sections 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Preliminary Approval: Prior to submitting the Required Documents set forth in Section 3.4 below, an Owner shall obtain Preliminary Approval as set forth in the Architectural Rules unless Declarant approves otherwise in writing.

3.4 Required Documents: Any Owner proposing to utilize, improve or develop real property within the American Lane Business Park, shall submit the items described in subsections A through D below to the Declarant for review.

Page 3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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(A) A site plan showing the location, size, configuration and layout of any building, structure or facility (or, where applicable, any alteration, addition, modification or destruction thereto) including appurtenant facilities for parking, tanks, storage, loading deliveries, fences, vehicular and pedestrian traffic and circulation, and utilities plan. Owner shall also cause the footprint of any proposed building to be outlined with staked strings. The scale of plans shall be 1" = 20'-0" unless Declarant approves otherwise in writing. The site plan shall have received all required site plan and solar setback approvals from the City of Bend prior to submission to Declarant for review.

(B) Architectural plans and drawings showing the nature, style and dimensions of any building, structure, facility, fence, wall, barrier or deck (or, where applicable, any addition, modification or destruction thereof), including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and the type of screening for exterior equipment and tanks and other exterior storage areas. The use of metal for an exterior roof, wall, or soffit application will be reviewed on a case-by-case basis and approved only in Declarant's sole discretion. The scale of plans shall be 1/8" = 1'-0" or larger.

(C) A landscape plan showing the nature, type, size, location and layout of all landscaping, vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed), together with the location of any proposed signing.

(D) A topographical plan showing the elevation, slope and grade of any site work (including the nature, location and utilization of any removal or filling of soil) proposed to be done in conjunction with any proposed improvement, development, modification or destruction of any building, structure, or facility or of any planting, installation or removal of any landscaping vegetation, or ground cover. Such plan shall include existing and proposed grades at every main building corner.

3.5 Review: All plans and drawings identified in Section 3.4 above shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in the amount of the application fee and the Construction Deposit in the amount required by the Architectural Rules. The application fee shall initially be \$750.00 but Declarant may revise such fee upwards as reasonably necessary to cover the cost and expenses of the architectural review process. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this section are submitted within 60 days following receipt of such plans and drawings. Declarant shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for American Lane Business Park. In the event the Owner is not notified as to the conformity of the plans within the 60-day review period, the plans are conclusively presumed to be approved as submitted. In the event any aspect of any of the plans does not conform to the American Lane Business Park development concept, the Owner shall resubmit new plans for review in accordance with the procedures outlined in Section 3.4 above and this Section. No work may be performed relating to any Improvement unless and until all aspects of all plans required under Section 3.4 above have been approved by Declarant. Any construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any Improvement in the American Lane Business Park must bear the prior written approval of Declarant.

3.6 Architectural Rules: The development concept for the American Lane Business Park shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural rules setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind, or amend any published guidelines without prior notice to any party; provided however, that once approval has been given pursuant to Section 3.5 above, work may proceed in accordance with the approved plans and drawings, notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.7 Review of Construction: All work related to any building, structure or facility or any landscaping, vegetation, ground cover or other improvements within the American Lane Business Park shall be performed in strict conformity with the plans and drawings approved under Section 3.5 above. Declarant shall have the right to review any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work if, in good faith, it believes that any such work is non-conforming. Owner shall submit a surveyed building envelope plan within three weeks following complete foundation placement as part of the review process. A surveyor licensed in the state of Oregon shall perform the survey. The survey shall include the entire building perimeter, actual sub action property lines and setbacks required in this Declaration, or by the City of Bend, whichever is more stringent. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent, or servant of Declarant shall not be responsible for damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.8 Waiver: Any condition or provision of Sections 3.2 through 3.7 above may be waived by Declarant in Declarant's exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the American Lane Business Park. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under Sections 3.2 through 3.7. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

3.9 Design Review Committee: Declarant may appointment a Design Review Committee of at least three persons to exercise and enforce Declarant's rights set forth in this Declaration. Following appointment of the ALBPOC, the ALBPOC shall have the power to appoint any Design Review Committee. Such committee members shall serve at the pleasure of the Declarant and/or the ALBPOC and may be removed by the appointing party at anytime without cause.

3.10 Liability: The scope of Declarant's or the Architectural Review Committee is not intended to include any review or analysis of structural, geophysical, engineering, building, or zoning code compliance, or other similar considerations. Neither Declarant nor the Architectural Review Committee, nor any member thereof, shall be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Declarant, Architectural Review Committee or a member thereof; provided, further, Owner shall indemnify, defend, and hold Declarant, the Architectural Review Committee and its members, as well as any agents or any employees of the foregoing, harmless from any claim, loss or liability related to architectural review of improvements and/or enforcement or non-enforcement of the covenants, conditions, and restrictions set forth in this Declaration.

Section 4. Regulation of Improvements.

4.1 Minimum Setback Lines.

(A) General. No structure of any kind, and no part thereof, shall be placed on any site closer to a street or front property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhang, subject to the specific approval of Declarant in writing.
- (2) Steps and walks.
- (3) Paving and associated curbing, except that no vehicle parking shall be permitted within ten (10) feet of any property line fronting a street.
- (4) Fences, except that no fence shall be placed within the street Setback area unless specific approval is given by Declarant in writing.
- (5) Landscaping, as per Section 4.4 below.
- (6) Gas and service stations, including all pertinent uses, subject to the specific approval of Declarant in writing.
- (7) Signs identifying the Owner, subject to the specific approval of Declarant in writing.

(B) No Improvement, except as set forth in Section 4.1(A) above, shall be placed on any Lot closer to any Lot line than allowed under applicable City or County ordinances.

4.2 Completion of Construction: After commencement of construction of any structure, the Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for

completion thereof and in no event longer than one year from commencement of construction unless Declarant approves otherwise in writing.

4.3 Excavation: No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled in accordance with approved plans and planted with native materials pursuant to the landscape plan.

4.4 Landscaping.

(A) Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(B) An Owner shall landscape and maintain unpaved areas between the property lines and the setback lines and any disturbed soil shall be restored to its natural condition. The setback from street property lines shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area. An Owner shall also be responsible for the maintenance of any landscaping in the road or street right-of-way adjacent to such Owner's property which is not otherwise improved.

(C) Landscaping, as approved by Declarant, shall be installed within one hundred and eighty (180) days of occupancy or substantial completion of the Improvements, whichever occurs first.

(D) All areas within improved Lots proposed for future expansion shall be maintained in a weed-free condition to Declarant's satisfaction.

4.5 Signs.

(A) No sign shall be permitted, other than the following:

(1) Those identifying the name, business and products of the person or firm occupying an Improvement; and

(2) Those offering a premises on a Lot for sale or lease provided such sign or signs has been approved by Declarant in writing.

(B) Signs shall conform to setback lines unless approval to the contrary is granted by Declarant in writing.

(C) Signs and identification on building sites shall only be of such size, design and color as is approved by Declarant in writing.

(D) No sign shall be placed on any building surface or in any window unless approved by Declarant in writing. Any signs submitted for Declarant's approval shall include documentation of the City of Bend's approval.

4.6 Parking Areas.

(A) General. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitor and company vehicles on a site. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this Section. All parking shall be in conformance with applicable City of Bend ordinances.

(B) Parking shall not be permitted:

- (1) Between public street pavement and property lines.
- (2) Closer than ten feet (10') to a street property line.

(C) The parking requirements may be modified by Declarant as to any particular site, provided such modification is in writing.

4.7 Storage and Loading Areas.

(A) No materials, supplies or equipment shall be stored in any areas on a site except inside a closed building, or behind a visual barrier, as approved by Declarant, screening such areas so that they effectively reduce visibility from the neighboring property or streets.

(B) Loading docks shall be set back and screened to minimize the effect from the street. Docks shall not be closer than fifty feet (50') to the street property line, unless specifically approved by Declarant in writing. Site plans submitted for approval shall show and note the turning radius of the largest truck to use any loading dock facility.

(C) Refuse collection areas shall be visually screened so as to reduce visibility from streets and neighboring properties. No refuse collection areas shall be permitted between a street and the front of any building.

Section 5. Regulation.

5.1 Permitted Operations and Uses.

(A) Unless otherwise specifically prohibited by Declarant herein, any industrial or commercial operation and use permitted in the applicable City of Bend zoning district will be permitted provided that: 1) Declarant consents thereto in writing; and 2) the operation and use is 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 adjacent sites, including, but not limited to, vibration, sound, electro-mechanical disturbance, radiation, air or water pollution, dust emission of odorous, toxic or non-toxic matter, provided, however, Declarant may make exceptions to the foregoing restrictions provided Declarant specifically consents to an otherwise prohibited use in writing. All lighting is to be shielded and directed downward and the illumination shall be confined within property lines.

Page 8. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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(B) A temporary exception to applicable portions of Section 5.1(A) shall be made during periods when a breakdown in equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable and provided such breakdown is repaired with reasonable speed.

5.2 Right of Entry: During reasonable hours, and subject to reasonable security requirements, Declarant, or Declarant's authorized representatives (including, without limitation, members of any Design Review Committee established hereunder), shall have the right to enter upon and inspect any building, site or parcel and/or any Improvements, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and neither Declarant nor Declarant's authorized representatives, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. American Lane Business Park.

6.1 Declarant's Control: Declarant shall exclusively exercise all architectural, landscaping, signing, and lighting controls as well as those other duties prescribed under this Declaration so long as Declarant holds an interest in American Lane Business Park or until Declarant elects to terminate its interest in American Lane Business Park as set forth in Section 6.2 below (whichever occurs first). For purposes of this Declaration, Declarant shall be deemed to hold an interest in American Lane Business Park if either of the following conditions is met:

(A) Declarant holds title to any Lot or other real property in American Lane Business Park, or

(B) Declarant elects to exercise architectural, landscaping, signing and lighting controls over any Lot within the American Lane Business Park or elects to exercise any other duties under this Declaration, even though Declarant does not hold title to any Lot within American Lane Business Park.

6.2 Termination of Declarant's Interest: Section 6.1 notwithstanding, Declarant's interest in the American Lane Business Park shall terminate at such time that a certificate of occupancy has been issued by the City of Bend for the use and occupancy of a permanent building, structure or facility on each Lot within American Lane Business Park provided all of the real property within American Lane Business Park has been subdivided or partitioned onto Lots. In addition, Declarant reserves the right to terminate its interest in American Lane Business Park at any time. At such time that Declarant's interest in American Lane Business Park is terminated (whether voluntarily or involuntarily), Declarant shall cause to be recorded in the Official Records of Deschutes County, Oregon, a declaration stating that Declarant no longer holds any interest nor desires to exercise any further controls over development in American Lane Business Park. Copies of such declaration shall be provided to each Owner of a Lot within the American Lane Business Park contemporaneously with recordation of such Declaration. Recordation of such declaration shall formally terminate: 1) Declarant's interest in the American Lane Business Park; (2) all rights of architectural, landscaping, signing and lighting control; and (3) any other duties of Declarant under this Declaration (except for those duties prescribed by Section 6.4 below).

Page 9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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6.3 Formation of ALBPOC: Upon formal termination of Declarant's interest in American Lane Business Park, Declarant shall form an Oregon non-profit organization called the American Lane Business Park Owner's Committee (ALBPOC). ALBPOC shall be governed by a five-person board of directors. ALBPOC shall succeed to all powers, responsibilities and right of Declarant under this Declaration, except those reserved by Declarant.

6.4 Organization of ALBPOC.

(A) Within 30 days after the commencement date of ALBPOC, the initial board of directors for ALBPOC shall be elected. Persons eligible for the initial ALBPOC board of directors shall be limited to Owners of Lots and/or directors, officers, employees, agents, owners or partners of any corporation, partnership, joint venture, proprietorship, LLC or other entity owning any Lot within the American Lane Business Park. Declarant shall solicit from, and them circulate to all Lot Owners, a list of nominees for the initial board of directors' positions within the 30-day ALBPOC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(B) The total number of votes entitled to be cast for each ALBPOC director's position shall be based upon the total number of Lots of American Lane Business Park, excluding dedicated streets. Each Lot Owner shall have the right to cast one vote for each Lot owned. The initial board of directors of ALBPOC shall meet within ten (10) days after their election and may at that time adopt any governing documents, including bylaws, guidelines, procedures, or rules and regulations, relating ALBPOC and the American Lane Business Park.

6.5 Failure to Organize: In the event Declarant is unsuccessful in organizing the board of directors of ALBPOC within the 30-day organizational period specified by Section 6.3 above, Declarant shall have no further responsibilities relating to ALBPOC and the ALBPOC board of directors shall be organized exclusively by the Owners of Lots within American Lane Business Park. Such failure of organization of the ALBPOC board of directors shall not affect the existence of ALBP or the effectiveness of the Declaration.

Section 7. Duration and Amendment of this Declaration.

7.1 Duration: The Covenants, Conditions and Restrictions of American Lane Business Park shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, this Declaration, as it is in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years unless within one (1) year prior to the date of the 30th anniversary of the original recording of this Declaration there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than two-thirds (2/3) of the Lots then subject to this Declaration. This Declaration shall then continue for successive periods of ten (10) years unless within one year prior to the expiration of any such period the Covenants, Conditions and Restrictions for American Lane Business Park are terminated by vote of the then Owners as set forth above.

Page 10. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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7.2 Amendment: This Declaration or any provisions thereof or any Covenant Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said, property, or any part thereof with a written consent of the Owners of two-thirds (2/3) of the property subject to these Restrictions based on the number of Lots owned as compared to the total number of Lots subject to these Restrictions (excluding dedicated streets); provided, however, that as long as Declarant owns any lot within American Lane Business Park, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant.

7.3 Recordation: Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 8. Enforcement.

8.1 This Declaration shall be specifically enforceable by Declarant or by any Owner of any Lot in the American Lane Business Park; provided, however, that the provisions of Sections 4 and 5 hereof shall inure to the benefit of and be enforceable solely by Declarant without the consent of any other Owner, person or entity and shall not give any third party and right or cause of action on account of the terms of this Declaration for so long as Declarant's interest has not been terminated. Any breach of this Declaration, shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvements or condition.

8.2 In the event that arbitration, legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such arbitration, suit or action (or any appeal therefrom) as adjusted by the arbitration, trial or appellate court.

8.3 Nonqualifying Improvements and Violation of General Protective Covenants: In the event any Owner constructs or permits to be constructed on such Owner's Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Lot, then the Declarant may notify the Owner in writing of any such specific violations of this Declaration and may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the Improvements thereon, and the Owner's use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Declarant's specific directives for the remedy or abatement or the Owner and Declarant cannot agree to mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Declarant shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

(A) Fine. Impose reasonable fines against such Owner in the manner and amount the Declarant deems appropriate in relation to the violation as set forth in the Architectural Rules.

(B) Remove Cause of Violation. Enter onto an offending Lot, without being subject to any trespass, conversion or any other claim for damages, and remove the cause of such violation or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Declarant may charge such Owner for the entire cost of the work done.

(C) Suit or Action. Bring suit or action against the Owner on behalf of the Declarant and other Owners to enforce this Declaration.

(D) Interest, Expenses and Attorneys' Fees. Any amount not paid to the Declarant when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage points per annum above the prevailing Portland, Oregon, prime rate at the time, or such other rate as may be established by the Declarant, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent payment in an amount established from time to time by resolution of the Declarant, not to exceed thirty percent (30%) of such payment. In the event the Declarant shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Declarant.

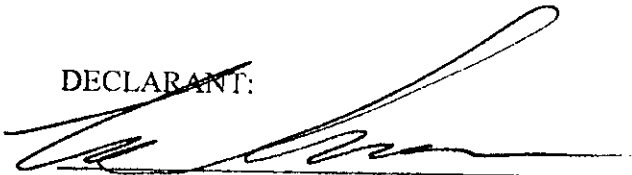
8.4 Attorney Fees: In the event the Declarant and/or Owners Committee shall bring any arbitration, suit or action to enforce this Declaration, or to collect any money due hereunder to foreclose a lien, the Owner-defendant shall pay to the Declarant and/or Owners Committee all costs and expenses incurred by the Declarant and/or Owners Committee in connection with such arbitration, suit or action including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court or arbitrator may determine to be reasonable as attorneys' fees at arbitration, trial and, upon any appeal or petition for review thereof.

Section 9. Effect of Declaration.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in American Lane Business Park and shall bind, benefit and burden each Lot in American Lane Business Park, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all Owners of any Lot in American Lane Business Park, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in the American Lane Business Park. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as American Lane Business Park and their successors in interest as set forth in this Declaration, including any person who holds such interest as security for the payment of an obligation including any mortgages or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

The undersigned hereby certify that the foregoing amendment has been approved by the owners of two-thirds of the lots constituting the property subject to these restrictions.

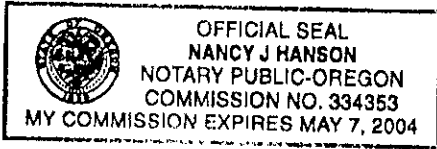
DECLARANT:



CHARLES W. ANDERSON


LINDA R. ANDERSON

STATE OF OREGON)
County of Deschutes) ss.

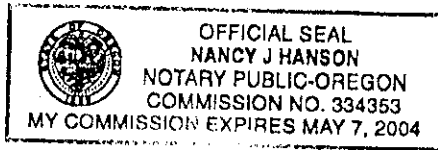
The foregoing instrument was acknowledged before me this 22nd day of October, 2002,
by CHARLES W. ANDERSON.




NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 22nd day of October, 2002,
by LINDA R. ANDERSON.



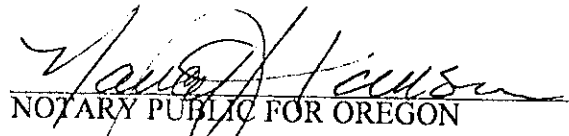

NOTARY PUBLIC FOR OREGON

EXHIBIT "A"

All that portion of the land contained in the official plat of AMERICAN LANE BUSINESS PARK, City of Bend, Deschutes County, Oregon, comprised of real property legally described as follows:

Situated in the Southwest One-Quarter Northeast One-Quarter Section 9, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, and being described as follows:

Beginning at the Center North One-Sixteenth corner; thence South 89°53'42" East on the South line of said plat a distance of 1,278.41 feet to a point on the West right-of-way line of the Burlington Northern-Santa Fe Railroad; thence South 08°33'37" West on said West right-of-way line a distance of 1,334.01 feet; thence leaving said railroad right-of-way line North 89°48'50" Southwest a distance of 789.07 feet; thence North 00°24'04" East a distance of 526.41 feet; thence North 89°53'42" West a distance of 300.00 feet to a point on the North-South One-Sixteenth line; thence North 00°24'04" East on said One-Sixteenth line a distance of 792.00 feet to the point of beginning containing 32.21 acres gross more or less.

SAVE AND EXCEPT: American Lane being 1,318.92 feet more or less in length and 40.00 feet wide containing 1.21 acres more or less, leaving 31.00 acres net more or less for the above described parcel.

EXHIBIT "A"

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