

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Ray Properties, L.L.C., an Oregon Limited Liability Company (hereafter "Declarant") is the owner in fee simple of real property located in Deschutes County, State of Oregon, and known by Official Plat Designation as BLUEWOOD pursuant to a plat recorded on 1995, in the Official Records of Deschutes County, State of Oregon, at

For the purpose of enhancing and protecting the value and desirability of the parcels constituting such subdivision, Declarant declares that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part of such property, and the respective heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

1. Easements.

1.1 Easements and rights-of-way are reserved for the creation, construction, and maintenance of utilities, including gas, water, telephone, electricity, sewers, storm drains, public, quasi-public, and private, as well as for any public, private, or quasi-public utility or function necessary or expedient for the public health and welfare.

1.2 No structure of any kind shall be built, erected, or maintained on any such easements or rights-of-way, and such easements and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements and rights-of-way are reserved.

2. Use Restrictions. The property shall be occupied and used only as follows:

2.1 Each parcel shall be used exclusively for commercial purposes. No parcel shall be used for the construction of a single family residence or a multi-family residential building.

2.2 Buildings shall be limited to stores, offices, business buildings, commercial enterprises, hotels, restaurants, bars, theaters, and other lawful commercial activity.

After recording, return to:  
Arrow Rentals & Sales, Inc.  
1223 N.E. First Street  
Bend, OR 97701

2.3 No improvements or signs shall be erected on the property which unreasonably interfere with the visibility of signage relating to a property to approaching automobile traffic on adjoining highways or streets.

2.4 No parcel shall be used for any purpose or business which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes, or noise.

2.5 No rubbish, trash, or garbage, or other waste materials shall be kept or permitted on any parcel except in sanitary containers located in appropriate areas concealed from public view.

3. Condition of Property. The owner of any parcel shall at all times keep the premises, buildings, improvements, and appurtenances in an orderly, safe, and clean condition and comply in all respects with all government, health, fire, and police requirements and regulations. In the event an owner fails to comply with any or all of the foregoing specifications or requirements, then the Declarant, or its successors and assigns, shall have the right, privilege, and license to enter upon the premises and to make any and all corrections or improvements that may be necessary to meet the standards and to charge the owner the expenses incurred in doing so.

4. Partial Invalidity. The invalidation of any one of the restrictions in this instrument or the failure to enforce any of the restrictions at the time of its violation shall in no event affect any of the other restrictions, nor be deemed a waiver of the rights subsequently to enforce the unenforced restriction.

5. Beneficiaries. These restrictions and covenants are made for the benefit of any and all persons or entities who may hereafter own property in the BLUEWOOD Subdivision. Such persons or entities are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure, and to recover damages, if any, resulting from any violation thereof.

DATED 3/15, 1995.

Arrow Rentals & Sales, Inc.  
401(k) Profit Sharing Plan  
and Trust

By:

Les Mombert  
Les Mombert

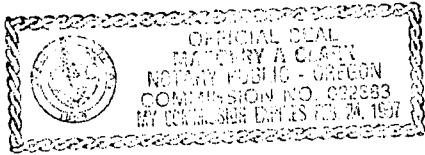
Neal Russell  
Neal Russell

Randy Yow  
Randy Yow

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

Personally appeared before me Les Mombert, as \_\_\_\_\_  
of Arrow Rentals & Sales, Inc. 401(k) Profit Sharing Plan and Trust  
and acknowledged the foregoing Declaration of Covenants, Conditions  
and Restrictions to be the voluntary act and deed of Arrow Rentals  
& Sales, Inc. 401(k) Profit Sharing Plan and Trust.

BEFORE ME this 3/15 day of March, 1995.

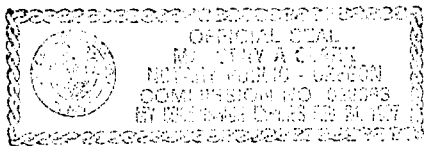


Margery A Clark  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-24-97

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

Personally appeared before me the above named Neal Russell  
and acknowledged the foregoing instrument to be his voluntary act  
and deed.

BEFORE ME this 3/15 day of March, 1995.

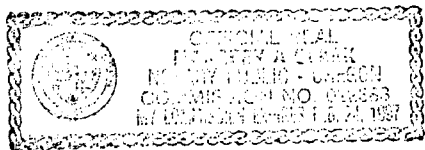


Margery A Clark  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-24-97

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

Personally appeared before me the above named Randy Yow and  
acknowledged the foregoing instrument to be his voluntary act and  
deed.

BEFORE ME this 3/15 day of March, 1995.




Margery A Clark  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-24-97

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

95 MAR 17 AM 8:24

MARY SUE PENHOLLOW  
COUNTY CLERK

BY:  DEPUTY  
NO. **95-07992** FEE 50-  
DESCHUTES COUNTY OFFICIAL RECORDS