

DECLARATION OF PROTECTIVE COVENANTS  
FOR BUSINESS PARK I

This declaration made this ~~24~~ day of *July*, 1974 by SUNRIVER PROPERTIES, INC., an Oregon corporation (hereafter referred to as Grantor), relates to certain property owned by Grantor in Deschutes County, Oregon, which is described in the plat entitled "Business Park I," recorded April 19, 1974 in Book 13 of the Record of Plats of Deschutes County, Oregon, at page 43, and hereafter referred to as "the Business Park."

Grantor intends to develop the Business Park as an attractive, planned business and industrial complex which will provide employment opportunities for the residents of the surrounding area. As the Business Park is located near a carefully planned recreational and residential community, this declaration is intended to insure that the Business Park will complement and enhance the appeal of the surrounding countryside. By providing high standards for the development of the Business Park, this declaration is designed to insure that each separately owned or leased parcel within the Business Park (hereafter referred to as a Site) will have maximum value. By requiring proper maintenance and improvements and grounds upon all Sites within the Business Park, this declaration is designed to prevent deterioration in the value of Sites as a result of carelessness or mismanagement on the part of any owner or lessee from Grantor of a Site (hereafter

referred to as a Site Occupant). It is hoped that users of the Business Park will be motivated to preserve through mutual cooperation not only the letter but the spirit of this declaration.

#### ARTICLE I

##### GENERAL DECLARATION CREATING BUSINESS PARK

Grantor hereby declares that the Business Park is now held and shall hereafter be conveyed, leased, occupied, operated and used solely in compliance with the conditions, covenants, restrictions and agreements (hereafter referred to as the Protective Covenants) set forth in this declaration. The Protective Covenants shall inure to the benefit of and pass with each and every Site into which the Business Park may be divided, shall apply to and bind the heirs, successors and assigns of every Site Occupant, and shall constitute covenants running with the land with respect to each Site.

#### ARTICLE II

##### OPERATIONS AND USES

###### 2.01 Approval of Uses.

Sites within the Business Park may be improved, operated and used only for uses approved by Grantor. The basis for such approval shall be the selection of high quality business and light industrial uses, the conduct of which will: be in harmony with the surrounding area; coordinated with other commercial activities in the immediate area; productive

of desirable sources of employment for residents of nearby communities; and to the greatest extent possible be for the common benefit of all business, residential and recreational users of the area. Within these limitations, approval of uses shall be within the sole discretion of Grantor.

2.02 Time for Approval.

Each Site Occupant shall, prior to commencement of any construction or other operations on a Site, obtain the written approval of Grantor to the proposed use. Any change or significant modification of an approved use shall also be effected only after such written approval is obtained.

2.03 Compliance with Laws and Regulations.

In addition to compliance with these Protective Covenants, each Site Occupant shall comply with all applicable state and local laws and regulations, including but not limited to those of the state of Oregon Department of Environmental Quality, the health and zoning ordinances of Deschutes County and applicable building codes. These Protective Covenants are designed to complement such laws and regulations, and where any conflict occurs, the more rigid requirement shall prevail.

ARTICLE III

DESIGN APPROVAL

3.01 Approval Required.

No building, structure, sign or landscaping of any kind shall be erected, altered, placed, assembled or permitted

upon any Site until the plans therefor have received Grantor's written approval. Approval shall be based upon final plans and specifications showing the plot layout, all exterior elevations, material and landscaping. Duplicate copies of such final plans and specifications shall be submitted to Grantor, together with the design review fee described in paragraph 3.04.

### 3.02 Time for Indicating Approval.

Grantor shall have 30 days in which to indicate approval or disapproval of plans properly submitted pursuant to paragraph 3.01. If Grantor gives no written notice to the applicant indicating approval or disapproval within such 30-day period, then the plans shall be considered approved. Grantor shall state the reasons for any disapproval. If plans are revised and resubmitted following any disapproval, Grantor shall respond within 20 days, and lack of such response shall be considered to be approval. Grantor may at any time obtain a reasonable extension of the time in which to exercise its approval right by giving notice to the applicant stating that such an extension is required and the length of the required extension.

### 3.03 Basis for Approval.

In exercising its right of approval Grantor shall consider the adequacy of the Site dimensions for the proposed improvement, the conformity and harmony of the proposed exterior design to neighboring structures, the nature of improvements and uses upon neighboring Sites, the relationship of the

proposed improvement to the topography of the Site and neighboring Sites, and the conformity of the plans and specifications to the purpose and general concept of the Business Park. Grantor shall not arbitrarily or unreasonably withhold its approval of plans and specifications. Grantor shall endeavor in good faith to grant any variances on a consistent and fair basis.

3.04 Design Review Fee.

The fee to be paid Grantor at the time of submission of plans and specifications for approval shall be \$100 where the plans and specifications are prepared by an architect. In all other cases the fee shall be \$250. Such fee shall be nonrefundable.

3.05 No Liability.

Grantor shall have no liability to anyone submitting plans and specifications for approval or to any Site Occupant, because of approval or disapproval of any plans and specifications.

ARTICLE IV

BUILDING CONSTRUCTION AND LANDSCAPING

4.01 Prosecution of Work.

Promptly following Grantor's approval of plans and specifications, the Site Occupant receiving such approval shall promptly satisfy any conditions of the approval and diligently proceed with the prosecution of all approved landscaping, construction or alterations. If for any reason

work has not commenced within one year from the date of Grantor's approval, the approval shall cease to be effective.

#### 4.02 Completion of Work.

All construction, reconstruction, refinishing or alterations of any improvement shall be completed within one year from the commencement of the work, except to the extent that delay is caused by labor disputes, fire or other casualty, natural disasters or other causes beyond the control of the Site Occupant.

#### 4.03 Construction Specifications.

All buildings, including accessory buildings and enclosures located on a given Site, shall be consistent in design and quality of material. Shielding, screening and fencing shall be of materials and colors in harmony with the roof and side walls. Building entrances or other openings adjacent to residential or commercial zones shall be prohibited if they create glare, excessive noise or otherwise adversely affect the use or value of nearby property. All utility lines shall be installed underground.

#### 4.04 Landscaping.

Every Site upon which an improvement is erected shall be landscaped, according to plans approved by Grantor pursuant to Article III. Such landscaping shall be accomplished within one month following occupancy or completion of the improvement, whichever occurs first, unless Grantor gives written approval to some other date.



4.05 Maintenance of Building Exteriors and Landscaping.

Building exteriors and landscaping shall at all times be maintained in an attractive, neat and orderly manner. Landscaping shall be regularly attended to so as to maintain a well-kept appearance. No trash, debris or rubble of any kind shall be allowed to accumulate on any Site.

## ARTICLE V

## LIMITATIONS ON IMPROVEMENTS

5.01 Setback Requirement.

No structure of any kind, including fences, shall be placed within 50 feet of an existing street nor within 50 feet of a Site boundary.

5.02 Land Coverage.

The area covered by any structure(s) erected on a Site shall not exceed 35 percent of the total land area of the Site. The usable floor area of any improvement erected on a Site shall not exceed 70 percent of the total land area of the Site.

5.03 Parking Areas.

Adequate offstreet parking shall be provided on each Site to accommodate parking needs of employees, visitors and company vehicles on the Site. Adequate parking shall include at least one standard-sized parking space for every employee with a minimum of four parking spaces per Site, including proprietors, during the largest shift at peak

season. Parking shall not be permitted within 20 feet of any internal property line or between the street pavement and the property line of the Site. Location and design of parking areas shall be subject to design approval as provided in Article III.

#### 5.04 Service Areas.

All loading and unloading facilities shall be incorporated into the sides or rear of buildings, with no loading or unloading permitted on the street side. Maneuvering spaces for vehicles using service and loading areas shall be paved and maintained by the Site Occupant. All service, processing and storage areas visible from residential areas or public streets shall be screened from view by a permanently maintained sight-obscuring fence or landscaping at least six feet high.

#### 5.05 Storage Areas.

Storage of materials, supplies and equipment, including the parking of company owned or operated vehicles, shall be permitted only on the rear two-thirds of any Site. Such storage shall be within a closed building or behind a visual barrier of the type described in paragraph 5.04 so that stored materials and vehicles are not visible from adjoining residential areas and public streets.

#### 5.06 Signs.

Signs will be permitted on Sites only for the purpose of identifying the name, business and products of the



Site Occupant, or to identify the Site for sale or lease. Any signs erected shall conform to all applicable laws and regulations and shall be compatible with the park-like environment of the Business Park. The location, construction and design of all signs shall be subject to design approval as provided in Article III.

#### ARTICLE VI

##### ENVIRONMENTAL STANDARDS

In order to preserve the clean and scenic environment of the surrounding area, all activities conducted within the Business Park shall comply with the following standards:

##### 6.01 Noise.

(a) Except as provided in subparagraph (c) of this paragraph, all noise generated within the Business Park shall be muffled so that when measured at the boundaries of any Site, shall not be objectionable.

(b) No vibration shall be produced on any Site which is discernible without instruments at the property line of the Site.

(c) The limitations stated in subparagraphs (a) and (b) of this paragraph shall not apply to noises or vibrations created by trains and highway vehicles or to noise-making devices used and maintained solely as warning devices on an infrequent basis.

6.02 Smoke and Particulate Matter.

Emission of smoke and particulate matter shall avoid the creation of nuisance conditions.

6.03 Air Pollution Measurement.

Measurements of air pollution shall be by the procedures and with equipment approved by the Oregon Department of Environmental Quality, or equivalent and acceptable methods and equipment approved by Sumner Properties Engineering Department. Persons responsible for suspected sources of air pollution shall on Grantor's request provide accurate quantitative and qualitative information regarding the discharges and operating conditions.

6.04 Odors.

The emission of odoriferous gases generally considered to be unpleasant or other matter in quantities such as to be readily detectable by the human nose within the Business Park, or elsewhere, under any atmospheric conditions is prohibited.

6.05 Heat and Glare.

Except for exterior lighting, operations producing heat or glare shall be conducted entirely within enclosed buildings, with entrances shielded from view as provided in paragraph 5.04.

6.06 Waste; Pest Control.

All materials including waste and garbage shall be stored and the grounds of each Site maintained in a manner

which will not attract or aid in the propagation of insects, rodents or other animal pests or create a health hazard. No fluid process wastes shall be discharged into Grantor's sewer system unless first analyzed by a licensed chemical engineer and approved by Grantor. Any occupant discharging harmful wastes into such sewer system shall pay Grantor a fine of \$250 for each day in which the discharge occurs.

#### ARTICLE VII

#### ENFORCEMENT

##### 7.01 Inspection

Grantor or any of its agents or designees may from time to time at any reasonable hour enter upon and inspect any property subject to these Protective Covenants to ascertain compliance.

##### 7.02 Abatement of Violations.

Failure to comply with any term or provision of these Protective Covenants shall give to Grantor or any other Site Occupant the right, following 5 days' written notice addressed to the Site Occupant upon whom site violation occurs, to abate, remove or cure such violation at the expense of the noncomplying Site Occupant.

##### 7.03 Violation a Nuisance.

Any activity or use conducted on the Business Park in violation of these Protective Covenants is hereby declared to be a public nuisance as to residents of the surrounding

area and a private nuisance as to other Site Occupants of the Business Park. All legal and equitable relief available for the abatement of such nuisances shall be available to restrain and enjoin such nuisances and to recover resulting damages.

7.04 Cumulative Remedies; Nonwaiver.

The remedies listed above for violation of the Protective Covenants shall not be mutually exclusive nor exclude any other remedy available under applicable law. Failure by Grantor or by any other person entitled to enforce these Protective Covenants as to any given breach shall not be considered a waiver of the right to enforce these Protective Covenants as to any future breaches.

7.05 Attorneys' Fees.

In any legal or equitable proceedings to enforce or restrain violation of these Protective Covenants or to collect the costs of abatement as provided in section 7.02, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court at trial or on any appeal.

ARTICLE VIII

8.01 Duration.

Unless sooner terminated or modified according to the procedure provided in paragraph 8.02 below, these Protective Covenants shall remain in effect for a period expiring on the 50th anniversary date of the execution of this declaration.

#### 8.02 Amendment and Repeal.

This declaration may be terminated or extended or any of the Protective Covenants herein may be modified or amended as to all or any portion of the Business Park with the written consent of Grantor and parties owning, or holding under lease from Grantor, 65 percent of the land area of Sites within the Business Park. Such termination, extension or modification shall become effective upon the recording of the proper instrument in the Records of Deschutes County, Oregon, where this declaration is filed.

#### 8.03 Assignability of Grantor's Rights.

Grantor may at any time assign its rights under this declaration to any person, corporation or association which will agree in writing to accept the assignment and assume the duties of Grantor under this declaration. Such assignee shall have all the rights and powers and be subject to the same obligations and duties as Grantor, and the term "Grantor" includes all such assignees, their heirs, successors and assigns.

### ARTICLE IX

#### MISCELLANEOUS

#### 9.01 Utility Easements.

Grantor reserves the right of use and reasonable access to, under and across the exterior portions of any Site within 10 feet of exterior property lines for the

purpose of installing and maintaining underground utility or telephone lines. Grantor shall repair any damage to any improvements or landscaping on a Site caused by its installation or maintenance of such lines.

9.02 Constructive Notice and Acceptance.

Every person who now owns or in the future acquires any right, title, estate or interest in or to the Business Park shall be bound by the terms of these Protective Covenants whether or not any reference to the Protective Covenants is contained in the instrument by which such person acquires an interest in the Business Park.

9.03 Rights of Mortgagees.

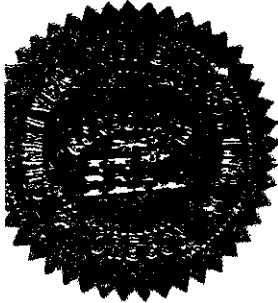
These Protective Covenants shall be subject and subordinate to all mortgages or deeds of trust now or hereafter executed upon any portion of the Business Park and shall in no way supersede or reduce the security or affect the validity of any such mortgage or deed of trust. However, if any portion of the Business Park is sold as a result of the foreclosure of any mortgage or deed of trust, the purchaser at such foreclosure sale and its successors and assigns shall acquire the property so purchased subject to these Protective Covenants.

9.04 Effect of Invalidation.

If any term or provision of these Protective Covenants is held to be invalid by any court, such invalidity

shall not affect in any way the validity of the remaining Protective Covenants.

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



SUNRIVER PROPERTIES, INC.

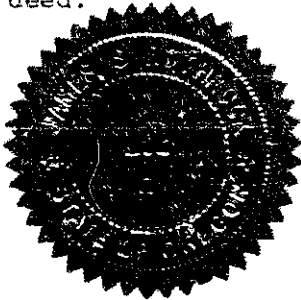
By Harrison Peddie  
Title: Vice-President, Facilities

By Marvin A. French  
Title: Finance Director

STATE OF OREGON  
County of Deschutes

ss.

On this 25th day of July, 1974, personally appeared before me Harrison Peddie, and Marvin A. French, who, being duly sworn did say that they are the Vice-President and Finance Director, respectively, of SUNRIVER PROPERTIES, INC. and that said instrument was signed on behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.



James S. Rothrock  
Notary Public for Oregon  
My commission expires: January 31, 1977

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STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 26 day of July A.D. 1974 at 12:00 o'clock P M. and recorded in Book 269 on Page 16 Records of Deschutes

ROSEMARY PATTERSON  
County Clerk

By Joyce Johnson Deputy

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