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DECLARATION OF ANNEXATION TO BUSINESS PARK
DESCHUTES COUNTY, OREGON

October 10, 1983

Sunriver Properties Oregon, Ltd., an Oregon limited partnership ("Grantor"), is successor to the declarant under the Protective Covenants for Business Park I, recorded July 26, 1974, at Book 209, Page 10 of Deed Records of Deschutes County, Oregon, as amended by the following amendments:

(i) Instrument recorded on September 30, 1975 at Book 223, Page 461, Deed Records of Deschutes County, Oregon.

(ii) Instrument recorded on December 17, 1975 at Book 226, Page 211, Deed Records of Deschutes County, Oregon.

(iii) Instrument recorded on October 3, 1977 at Book 259, Page 511, Deed Records of Deschutes County, Oregon.

Such declarations and other instruments, together with all future amendments, are hereinafter collectively referred to as the "Amended Covenants." Grantor desires to annex additional property to the Business Park, as described in the Amended Covenants.

Pursuant to the Amended Covenants, Grantor declares that the property described in the attached Exhibit A is hereby annexed to the Business Park.

ARTICLE I

RESTRICTIONS

1.1 Application of Amended Covenants. The property described on Exhibit A (the "Property") is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Amended Covenants and this instrument.

1.2 Residential Use. The Property shall be developed for residential uses such as apartments, condominiums, attached townhouses or single-family dwellings. At no time shall any building other than single or multiple-family dwelling structures be constructed on the Property.

1.3 Maintenance of Improvements. Improvements within the Property shall be maintained in a clean and attractive condition, in good repair and in such a fashion as to not create a fire hazard.

1.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes lines and other service facilities located within the Property shall be screened from common streets within the Business Park, and from drives and roadways within the Property, in a manner approved by the Grantor. All grounds and parking areas shall be maintained in a neat and attractive condition.

1.5 Signs. No signs shall be placed or kept within the Property other than signs stating the name of the occupant, the address of the dwelling or the Property and the name of the project constructed on the Property, except that in the event that a dwelling owner wishes to advertise his dwelling for sale, rent or lease, he may do so provided he shall use for that purpose a sign provided by or approved by the Grantor.

1.6 No Offensive Activities. No offensive activities shall be carried out in any dwelling or in any other portion of the Property, nor shall anything be done or placed thereon which interferes with or jeopardizes the enjoyment of other dwellings within the Property, or of other sites in the Business Park.

1.7 Trucks, Trailers and RVs. Except with the consent of the Grantor and subject to the conditions imposed by the Grantor, no trailer, truck camper, boat or boat trailer shall be placed or kept on any part of the Property, including parking lots and car ports, for other than temporary periods of time.

1.8 Animals. Except with the consent of the Grantor and subject to conditions imposed by the Grantor, no domestic animals of any kind shall be raised, kept or permitted on a dwelling or any other portion of the Property other than a reasonable number which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to residents within the Property.

1.9 Lighting, etc. Except with the permission of Grantor, and subject to such conditions as the Grantor may

impose, no exterior lighting or noise-making devices shall be installed or maintained on any dwelling or on any other portion of the Property.

1.10 Fires. Except with the permission of the Grantor, and subject to conditions as the Grantor may impose, no exterior fires shall be permitted within the Property outside of any dwelling except barbeque or trash disposal fires contained within receptacles therefore.

1.11 Rules and Regulations. With regard to any condition described above wherein Grantor's permission is required, Grantor may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, and the owners of any dwellings and owners of the Property, their guests and invitees, shall abide by such rules and regulations.

1.12 Waivers. Provisions of the Amended Covenants adopted prior to recording of this instrument addressing land coverage and setbacks are waived, and Grantor may establish suitable setback and land coverage requirements consistent with residential developments in nearby Sunriver. Similarly, Grantor may modify the requirements of the Amended Covenants related to parking areas, loading areas and smoke emission, so as to be consistent with the residential developments within the neighboring development known as Sunriver.

1.13 Obligations. The owners and occupants of the Property shall improve, maintain, repair and replace all streets, roads and driveways in the Property, and contract for or provide fire protection for the Property and improvements constructed thereon.

ARTICLE II

DESIGN CONTROL

Grantor desires to establish and maintain high standards for all improvements and uses within the Business Park in order to promote sound and continuing values for the area. To help secure these goals, development of the Property shall comply with the following provisions, which shall supersede where inconsistent provisions of the Amended Covenants effective prior to the date hereof relating to Design Review.

2.1 Definitions. Terms used herein are defined as follows:

2.1.1 Grantee means any party other than Grantor having an ownership or possessory interest in the Property or any portion thereof.

2.1.2 Improve means construct, reconstruct, alter, remodel, refinish, excavate, fill and any other activity which results in or materially affects the appearance of the exterior surface of an improvement.

2.1.3 Improvement means a building of any kind, fence, wall, driveway, parking area, grade alteration, landscaping, sign, display unit or other structure which is visible from any viewpoint outside the property line of the Property.

2.2 Property Improvements. Grantee shall not at any time during the term hereof improve or permit others to improve the Property except in accordance with the prior consent of Grantor as to the site plan and the appearance of all exterior surfaces of any improvement.

2.3 Procedure.

2.3.1 Whenever during the term hereof a Grantee wishes to improve property in a manner requiring the prior consent of Grantor, Grantee shall submit to Grantor such plans, specifications and other material concerning the proposed use or exterior appearance of the proposed improvement as Grantor reasonably determines to be necessary to enable it to evaluate the proposal. Grantor shall render its decision with respect to the proposal as promptly as reasonably possible, and in any event not later than 30 days after it has received all material reasonably requested by it with respect thereto.

2.3.2 Grantor may in its discretion withhold consent with respect to any proposed improvement if it finds that the improvement would be incompatible with the high standards that Grantor has established for its adjoining development known as Sunriver, Oregon. Grantor may take into account economic, aesthetic and environmental considerations such as the effect of the proposed use on the use or enjoyment of areas within Sunriver and the Business Park, size, shape, color, traffic, market value and any other factors which it reasonably believes to be relevant in determining whether or not to consent to any proposed use or improvement.

2.3.3 In the event Grantor fails to render a decision or reasonably request additional material with respect

to any proposed improvement within the 30-day period referred to above, Grantor shall conclusively be deemed to have consented to the proposal.

2.3.4 Grantor's consent to any proposed improvement shall automatically expire one year after issuance unless Grantee has commenced the construction of the improvement within that time or received an extension of time from Grantor.

2.3.5 Consent by Grantor in any instance shall not constitute a precedent or waiver impairing its right to withhold consent with respect to any similar proposal thereafter submitted to it.

2.3.6 Within 30 days after written demand therefor by any Grantee, Grantor shall execute and deliver to Grantee an estoppel certificate certifying with respect to the Property that, as of the date of the certificate, either (a) the use and improvements of the Property do comply herewith, or (b) such use and/or improvements do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of the Property may rely on such certificate with respect to matters set forth therein.

2.3.7 Grantor shall not be liable to any Grantee for any damage claimed or suffered on account of any action or failure to act under this article, provided only that Grantor has acted in good faith in accordance with the actual knowledge possessed by it.

ARTICLE III

AMENDMENT, REPEAL AND DURATION

This instrument may at any time be amended or repealed only by amendment or repeal of the Amended Covenants, in the manner described in the Amended Covenants. The duration of the covenants, conditions and restrictions made applicable to the Property annexed by this instrument to the Business Park shall commence on the date of recording hereof, and unless otherwise terminated shall continue, renew and terminate coincidentally with and at the same time as Amended Covenants.

IN WITNESS WHEREOF, Grantor has executed this Declaration on the day and year first written above.

Grantor:

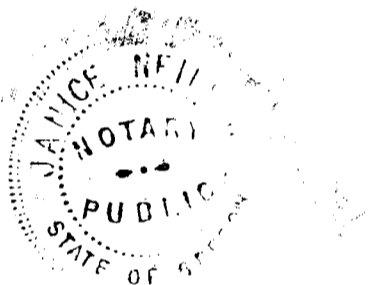
SUNRIVER PROPERTIES OREGON, LTD.,
an Oregon limited partnership

By Charles P. Hansen
President, Sunriver Properties
Management, Inc., its attorney-
in-fact

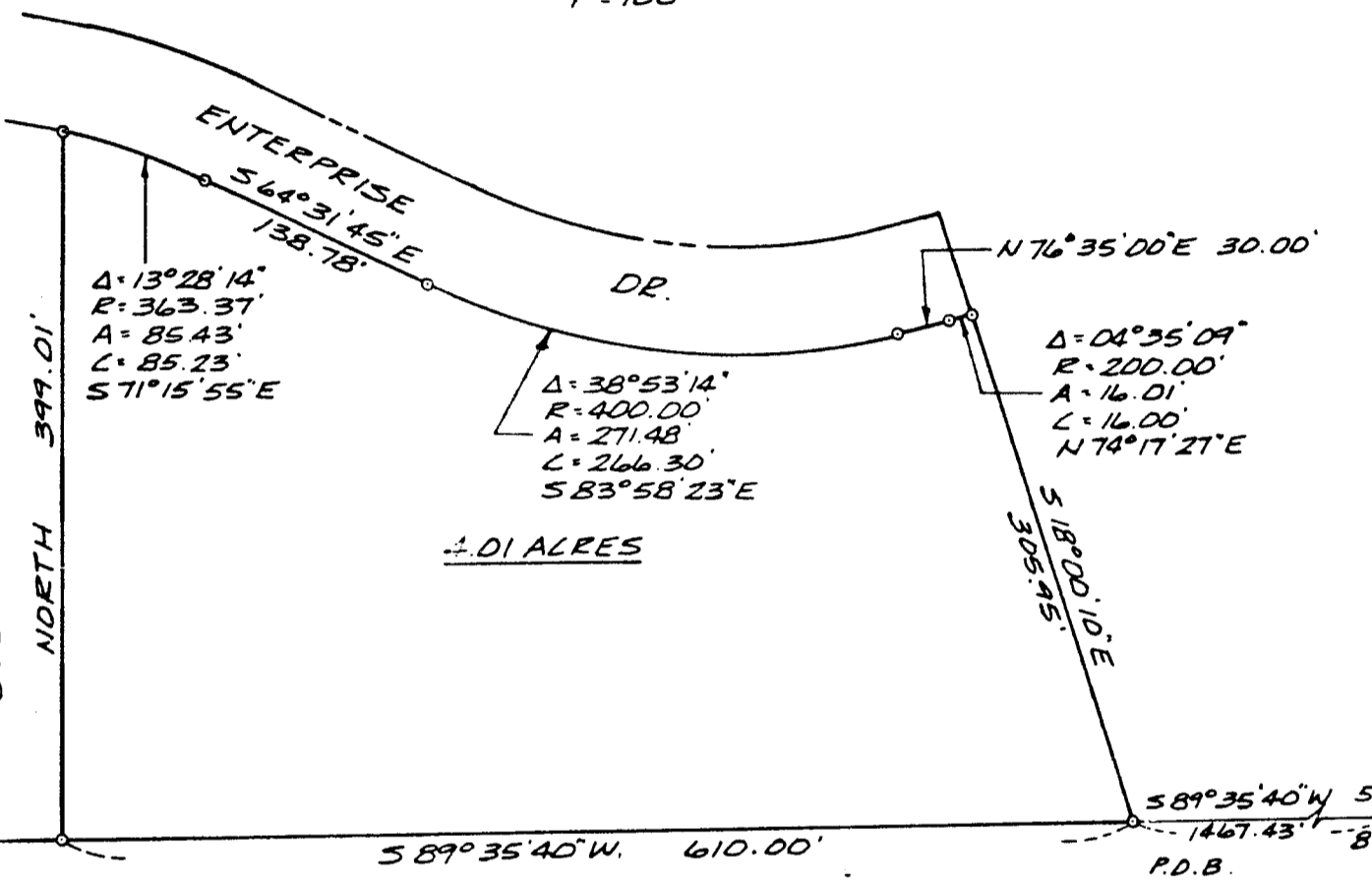
STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 10th day of October, 1983, by CHARLES P. HANSEN, President of Sunriver Properties Management, Inc., as attorney-in-fact, on behalf of Sunriver Properties Oregon, Ltd.

Janie Nelson
Notary Public for Oregon
My commission expires: 10-19-85



1" = 100'



A PARCEL IN THE SW 1/4 SE 1/4, SEC. 5,
T. 20 S., R. 11 E., W.M., DESCH. CO., ORE.

PROPERTY DESCRIPTION

That certain parcel to be known as Lot 13, Block 1, Business Park II and more particularly described as follows:

A parcel of land containing 4.01 acres, more or less, located in the Southwest one-quarter Southeast one-quarter, of Section 5, Township 20 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the Southeast corner of said Section 5; thence South $89^{\circ}35'40''$ West along the South line of said Section 5, a distance of 1467.43 feet to the true point of beginning for this description; thence continuing along said South line South $89^{\circ}35'40''$ West a distance of 610.00 feet to a point on the Easterly boundary line of the recorded plat of "Business Park I"; thence leaving said South line and following along said boundary line due NORTH a distance of 399.01 feet to a point on the Southerly right-of-way line of a road known as "Enterprise Drive"; thence along said right-of-way line to the following courses; along the arc of a 363.37 foot radius curve to the right, 85.43 feet, the chord of which bears South $71^{\circ}15'55''$ East a distance of 85.23 feet; thence South $64^{\circ}31'45''$ East a distance of 138.78 feet; thence along the arc of a 400.00 foot radius curve to the left, 271.48 feet, the chord of which bears South $83^{\circ}58'23''$ East a distance of 266.30 feet; thence North $76^{\circ}35'00''$ East a distance of 30.00 feet; thence along the arc of a 200.00 foot radius curve to the left, 16.01 feet, the chord of which bears North $74^{\circ}17'27''$ East a distance of 16.00 feet; thence leaving said right-of-way line South $18^{\circ}00'10''$ East a distance of 305.95 feet to the point of beginning and terminus of this description.

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:

1983 OCT 18 AM 9 11

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *Mary Sue Penhollow* DEPUTY

NO. 83-17620 FEE 33.-

DESCHUTES COUNTY OFFICIAL RECORDS