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RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

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

DATE AND TIME: Mar. 26, 1999; 11:31 a.m.

RECEIPT NO: 3859

DOCUMENT TYPE: Covenants,
Conditions & Restrictions

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Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK



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601

99-14896-1

Return to: Kevin J. Keillor
747 SW Industrial Way
Bend, OR 97702

**DECLARATION OF INCLUSION OF ADDITIONAL LAND AS
PHASE II OF NORTH BRINSON BUSINESS PARK AND ADDITIONAL
COVENANTS AND RESTRICTIONS FOR SAID PHASE II**

TABLE OF CONTENTS

	Page
ARTICLE 1	1
GENERAL DECLARATION CREATING PHASE II	1
1.1 Incorporation of Recitals	1
1.2 Addition of Phase II to Phase I Declaration; Controlling Document	1
1.3 Declaration of Protective Covenants	1
 ARTICLE 2	 2
DEFINITIONS	2
2.1 Phase II Site	2
 ARTICLE 3	 2
DESIGN APPROVAL	2
3.1 Design Review Fee	2
 ARTICLE 4	 2
DEVELOPMENT AND OPERATIONAL STANDARDS	2
4.1 Construction	2
4.2 Building Address Numbers	3
 ARTICLE 5	 3
DURATION AND MODIFICATION	3
5.1 Duration	3
5.2 Amendment and Repeal	4
 ARTICLE 6	 4
MISCELLANEOUS	4
6.1 Constructive Notice and Acceptance	4
6.2 Notices	4
6.3 Effect of Invalidation	4

**DECLARATION OF INCLUSION OF ADDITIONAL LAND AS
PHASE II OF NORTH BRINSON BUSINESS PARK AND ADDITIONAL
COVENANTS AND RESTRICTIONS FOR SAID PHASE II**

This Declaration made this 22nd day of March, 1999, by JERIKO DEVELOPMENT, L.L.C. ("Declarant"), relates to certain property owned by Declarant in the City of Bend, Deschutes County, Oregon, which is described on the attached Exhibit "A" ("Phase II").

RECITALS

A. Declarant entered into that certain Declaration of Covenants and Restrictions for North Brinson Business Park on May 29, 1997 and recorded in Book 1999 at Page No. 14895 ("Phase I Declaration").

B. Declarant intends to develop Phase II as a planned business and industrial complex in which diverse light industrial and commercial uses can operate in an efficient and aesthetically pleasing physical environment. To insure the orderly development of Phase II in accordance with this goal, Declarant shall impose architectural controls, limitations on improvements, and other covenants and restrictions. To provide for continuity in the development of Phase II, Declarant desires to provide a formal mechanism for the continued exercise of controls and enforcement of protective covenants as set forth in this Declaration and the Phase I Declaration.

**ARTICLE 1
GENERAL DECLARATION CREATING Phase II**

1.1 Incorporation of Recitals

Declarant hereby affirms that the above recitals are true and accurate as of this date, and said recitals are incorporated herein by this reference.

1.2 Addition of Phase II to Phase I Declaration: Controlling Document

Pursuant to Section 1.2 of the Phase I Declaration, Declarant hereby submits Phase II, as additional contiguous land, to the Phase I Declaration. Based upon this submission Phase II is hereinafter subject to the Protective Covenants stated in the Phase I Declaration. Notwithstanding

the foregoing, if this Declaration is inconsistent, incompatible or contradictory to the Phase I Declaration the provisions of this Declaration shall govern the development of Phase II.

1.3 Declaration of Protective Covenants

Declarant hereby declares that Phase II 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 both this Declaration and the Phase I Declaration. The Protective Covenants shall inure to the benefit of and pass with each and every Site into which Phase II may be divided, shall apply to and bind the heirs, successors and assigns of every Owner of a Phase II Site, and shall constitute covenants running with the land with respect to each Phase II Site.

ARTICLE 2
DEFINITIONS

The following definitions shall apply to the use of the associated words and phrases in this Declaration:

2.1 Phase II Site: A Site (as that term is defined in the Phase I Declaration) which is located in Phase II, as described in Exhibit "A."

ARTICLE 3
DESIGN APPROVAL

3.1 Design Review Fee

Any Owner requesting the approval of Declarant under Sections 3.3 or 4.1 of the Phase I Declaration shall submit along with said request a non-refundable fee of Three Hundred and No/100 Dollars (\$300.00)("Design Review Fee"). Any request for approval not including the Design Review Fee shall be void and of no force or effect. Declarant reserves the right to increase the amount of the Design Review Fee from time to time in accordance with Section 4.6 of the Phase I Declaration.

ARTICLE 4
DEVELOPMENT AND OPERATIONAL STANDARDS

4.1 Construction

In addition and subject to any obligations placed on an Owner under Section 5.5 of the Phase I Declaration, any building erected on a Phase II Site shall conform to the following minimum construction practices and standards:

99-14896-4

(a) Buildings on Lots 36, 37, 41, 42, 48, 49, 52, 53, 59, 60 and 61 as described on Exhibit "A," shall be constructed only of pre-cast concrete, architectural masonry units, concrete block or natural stone and shall be subject to Declarant's approval.

(b) Buildings on Lots 35, 38, 39, 40, 43, 47, 50, 51, 54, 58 and 62 as described on Exhibit "A," shall be constructed with the lower four (4) feet or twenty percent (20%), whichever is greater, finished with pre-cast concrete, architectural masonry units, concrete block or natural stone and shall be subject to Declarant's approval. In addition to and without limiting the foregoing, such buildings shall also include additional masonry features such as corners, columns, entrances and facades, on portions of a building which are visible to the general public as required by Declarant.

(c) Buildings on Lots 33, 34, 44, 45, 46, 55, 57, 58, and 63 as described on Exhibit "A," shall be constructed with the lower four (4) feet or twenty percent (20%), whichever is greater, of exterior walls finished with precast concrete, architectural masonry units, concrete block, or natural stone and shall be subject to Declarant's approval. Such finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Declarant shall have the sole right to approve or disapprove materials and colors.

(d) Each site shall be kept clean and free of all debris throughout construction. The Owner shall provide a dumpster or other receptacle for disposal of debris throughout construction.

(e) Utility panels or facilities which are visible to the general public or from neighboring property or street shall be screened from view, as required by Declarant.

(f) All metal roofs are required to have a standing seam application and shall be subject to Declarant's approval.

(g) In addition and subject to Section 5.7(a) of the Phase I Declaration, garbage enclosures must be constructed of architectural masonry units and shall be subject to Declarant's approval.

4.2 Building Address Numbers

Each building shall be identified by an address number affixed in a location or locations on the building determined by the Declarant.

99-14896-5

ARTICLE 5
DURATION AND MODIFICATION

5.1 Duration

Unless sooner terminated or modified according to the procedure provided in Section 11.2 below, these Protective Covenants shall remain in effect for a period expiring on the fortieth anniversary date of the execution of this Declaration, which is March 22, 2037 and shall be automatically renewed for an unlimited number of successive ten-year periods.

5.2 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 Phase II with the written consent of the Declarant and of the Owners of seventy-five percent (75%) of the land area within Phase II. Such termination, extension or modification shall become effective upon the recording of the proper instrument in the deed records of the county where this declaration is filed. The consent of the Declarant shall not be required after the Declarant ceases to be an Owner of any Phase II Site. No amendment of this Declaration shall affect the rights of a mortgagee under a mortgage or a trustee or beneficiary under a trust deed constituting a lien on any Phase II Site unless such person consents in writing to the amendment. Unless otherwise stated, any amendment or modification of the Phase I Declaration shall also modify this Declaration accordingly. However, any expiration, termination or repeal of the Phase I Declaration shall have no force or effect on this Declaration, and the original Protective Covenants stated in the Phase I Declaration shall still apply to Phase II unless and until an amendment of this Declaration states otherwise.

ARTICLE 6
MISCELLANEOUS

6.1 Constructive Notice and Acceptance

Every person who now owns or in the future acquires any right, title, estate or interest in or to Phase II 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 Phase II.

6.2 Notices

All notices to be given pursuant to this Declaration shall be in writing. If given to the Declarant, notice is effective only upon receipt. If given to an Owner of a Phase II site, notice is effective two (2) days after mailing by United States certified or registered mail, postage prepaid.

99-14896-6

addressed to the Owner of the Phase II Site at the address shown on the then current property tax roll for the county in which the Phase II Site is located.

6.3 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 Declarant has caused the execution of this Declaration on the date first above written.

DECLARANT:

JERIKO DEVELOPMENT, L.L.C.

By: Jerry R. Freund
Member

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

The foregoing instrument was acknowledged before me this 22nd day of March,
1999, by ~~Tamara L. Horn~~, a member of Jeriko Development, L.L.C.
Jerry Freund

Tamara L. Horn
Notary Public for Oregon
My Commission expires: 2/1/00



99-14896-7

EXHIBIT "A"

Phase II Legal Description

E Lots 33 through 63 inclusive, North Brinson Business Park (Phase II), as recorded in Cabinet
at Plat number 201-204, in Deschutes County, Oregon.

Vol: SP1999 PAGE:16