

WHEN RECORDED MAIL TO:

Cohen Brame & Smith Professional Corporation
1700 Lincoln Street, Suite 1800
Denver, Colorado 80203
Attn: Julie A. Zamagni

97-10739**DECLARATION OF RESTRICTIVE COVENANTS**

~~December, 1996~~ ^{March, 1997} This Declaration of Restrictive Covenants ("Declaration") is made this 27th day of ~~December, 1996~~ by **Judith M. Getz** and **Melville J. Getz**, as Trustees of the Getz Revocable Trust, and **Wyatt B. Getz** ("Landlord"), and **BC Northwest, L.P.**, a Delaware limited partnership ("Tenant").

WITNESSETH:

WHEREAS, Landlord has leased to Tenant the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Premises"), pursuant to a Lease Agreement effective as of March 27, 1997, between Landlord and Tenant (the "Lease"); and


WHEREAS, Landlord has agreed, in consideration for Tenant entering into the Lease, to restrict the use of certain other property now or hereafter owned by Landlord pursuant to the terms and conditions set forth herein.

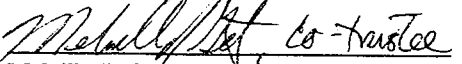
NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby covenants and agrees as follows:

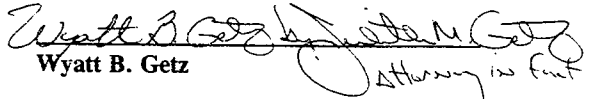
1. As a material inducement for Tenant to enter into the Lease, Landlord acknowledges and agrees that during the Term and any Extensions (as those terms are defined in the Lease) (a) no property within the shopping center shown on Exhibit B of which the Premises is a part (the "Shopping Center") other than the Premises, and (b) no property owned by Landlord and located within a one mile radius of the Premises ("Landlord's Other Property") shall be sold or leased for a Kenny Rogers Roasters, KFC, Church's, Popeye's, Clucker's, Hometown Buffet, Chick-fil-A or any other restaurant with a similar poultry based menu. In the event of a breach by Landlord under the terms of this Section, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity, Landlord acknowledging and agreeing that Tenant does not have an adequate remedy at law for breach of this provision.
2. The restrictions set forth in this Declaration shall be a burden on the Shopping Center and Landlord's Other Property, and shall be appurtenant to and for the benefit of the Premises and shall run with the Shopping Center, Landlord's Other Property and the Premises.
3. This Declaration shall be binding upon Landlord and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Declaration effective from and as of the date first above written.

LANDLORD:


Judith M. Getz, as Co-Trustee of the Getz
Revocable Trust


Melville J. Getz, as Co-Trustee of the Getz
Revocable Trust


Wyatt B. Getz *Attorney in fact*

TENANT:

BC NORTHWEST, L.P.,
a Delaware Limited Partnership

By: HCM NORTHWEST, INC.,
a Delaware corporation, general partner

By: 
GEOFFREY R. ZINKE
Title: **VICE PRESIDENT, DEVELOPMENT**

ACKNOWLEDGMENT FOR LANDLORD

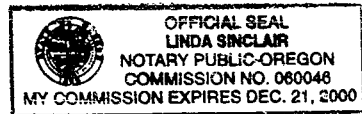
STATE OF OREGON)
)
COUNTY OF Deschutes) ss.

I, LINDA SINCLAIR, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Judith M. Getz personally known to me to be a co-trustee of the Getz Revocable Trust, appeared before me this day in person and acknowledged that as such co-trustee she signed and delivered the said Instrument as her free and voluntary act and as the free and voluntary act and deed of the Getz Revocable Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20 day of March, 1997.

My Commission expires: 12/21/2000

Linda Sinclair
Notary Public



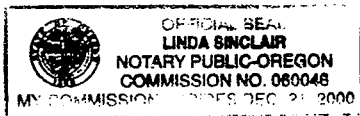
STATE OF OREGON)
)
COUNTY OF Deschutes) ss.

I, LINDA SINCLAIR, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Melville J. Getz personally known to me to be a co-trustee of the Getz Revocable Trust, appeared before me this day in person and acknowledged that as such co-trustee he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act and deed of the Getz Revocable Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20 day of March, 1997.

My Commission expires: 12/21/2000

Linda Sinclair
Notary Public



STATE OF OREGON,

County of Deschutes

ss.

443 - 0301

On this the 24th day of March, 1997 personally appeared Judith M. Getz

who, being duly sworn (or affirmed), did say that she is the attorney in fact for Wyatt B. Getz and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal.



Before me:

Linda Sinclair

(Signature)

My commission expires: 12/21/2000

(Title of Officer)

ACKNOWLEDGMENT FOR BC NORTHWEST, L.P.

STATE OF WASHINGTON)

COUNTY OF King)

ss.

I, Colleen M. Riedy, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Geoffrey R. Zinke, personally known to me to be the Vice President of HCM Northwest, Inc., a corporation of the State of Delaware and general partner of BC Northwest, L.P., a Delaware limited partnership, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act and deed of BC Northwest, L.P., for the uses and purposes therein set forth, and that he was duly authorized to execute said Instrument on behalf of HCM Northwest, Inc., and that HCM Northwest, Inc. was duly authorized to do so on behalf of BC Northwest, L.P..

GIVEN under my hand and notarial seal, this 17 day of March, 1996.

My Commission expires: 1-15-01

Notary Public

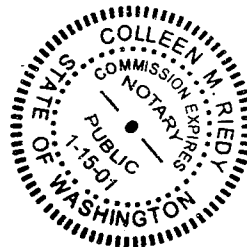
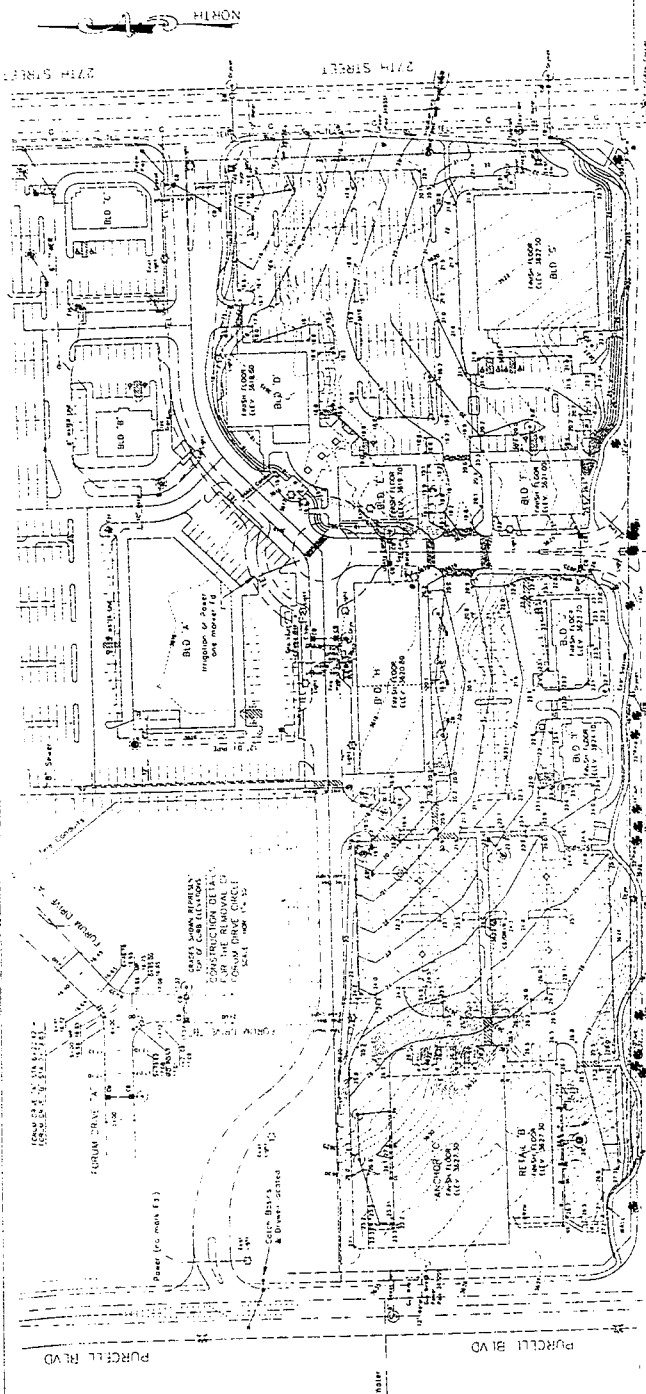


EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOT THREE (3) OF THE REPLAT OF LOTS THREE (3) AND FOUR (4), THE
FORUM, DESCHUTES COUNTY, OREGON

EXHIBIT B



U.S. HIGHWAY 20

U.S. HIGHWAY 20

LEGEND

- ① PARKING
- ② WALLS AND CURB
- ③ DRIVEWAYS
- ④ ASPHALT DRIVE
- ⑤ CONC. DRIVE
- ⑥ EXISTING DRIVE
- ⑦ PROPOSED DRIVE
- ⑧ PROPOSED DRIVE - CONC. RELATIONS
- ⑨ DRIVE FOR EXISTING WORK OR CONC. RELATIONS
- ⑩ DRIVE FOR EXISTING WORK OR CONC. RELATIONS

THE FORUM
GRADING/DRAINAGE PLAN

DESIGNED BY
JERRY L. HIGGINS
BEND, OREGON 97708

ENGINEER
SUN COUNTRY ENGINEERING & SURVEYING, INC.
PHONE 338-4882
BEND, OREGON 97702

800 SF ARVOLD ROAD

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:

97 APR -1 PM 1:12

MARY SUE PENHOLLOW
COUNTY CLERK

BY: J. W. Wanner DEPUTY
NO. 97-10739 FEE 35
DESCHUTES COUNTY OFFICIAL RECORDS