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HILLSIDE PARK  
ARCHITECTURAL DESIGN GUIDELINES AND  
RULES OF CONDUCT  
January 1, 1998

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W & H PACIFIC, INC.

In order to ensure the establishment and maintenance of a high quality and desirable neighborhood, which will preserve and enhance property values while providing an enjoyable place to live, the following requirements and rules are set forth. There are two sections; the first deals with new construction and alterations to existing property, and the second applies primarily to day-to-day living.

ALL NEW CONSTRUCTION, AS WELL AS ALTERATIONS TO EXISTING PROPERTY, INCLUDING EXTERIOR PAINTING AND LANDSCAPING, REQUIRE THE PRIOR APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE (ARC).

I. NEW CONSTRUCTION OR ALTERATIONS TO EXISTING PROPERTY:

1. Accessory Buildings

Only buildings to be used as temporary construction shelter may be erected on a lot prior to construction of the main residence building. Structures such as dog houses, tool sheds, etc., which are not appurtenant to the dwelling structure, but are intended for permanent or semi-permanent use, are not specifically prohibited. The structures are, however, subject to Architectural Review Committee approval.

2. Adjacent Private Property

Adjacent property may not be used for access to any construction site under any circumstances. Neither may it be used for a parking lot by any contractor or subcontractor working on the lot. Damage to adjacent property shall be the responsibility of the lot owner and/or general contractor.

3. Building Restrictions

House size should be neither too large nor too small for the lot. House plans of less than 2500 square feet, excluding the garage and decks, will be considered only on an exception basis.

Building height and site limitations may be imposed by the ARC in order to preserve views from neighboring homes (existing and planned) and to minimize the impact of structures on sensitive natural areas of the property.

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15 OREGON AVENUE, BEND

Homes that include RV storage are strongly discouraged and will be considered only on an exceptional basis.

#### 4. Chimneys

All exterior chimneys must be of wood, stone, or metal. A metal chimney must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the ARC.

#### 5. Driveways

Driveway cuts onto Hillside Park roads will be limited to one per lot, unless otherwise approved by the ARC.

#### 6. Excavation

All excavation must be done so as to create a minimum disturbance on the site. All dirt and debris as a result of excavation must be removed from the site. Large rocks or boulders may be retained for landscaping purposes.

#### 7. Exterior Color

a. Exterior color and material treatment used on the building walls shall be continuous and consistent on all elevations in order to achieve a uniform and complete architectural design.

b. Exterior colors must harmonize with the surrounding landscape. Reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with surrounding materials. All colors are subject to approval by the ARC.

c. Draperies and window coverings must be of materials and colors which harmonize with the surroundings and must be chosen in consideration of neighbors and neighboring views, especially along roads and driveways. Further, they must be installed in a timely manner.

d. Aluminum windows, door frames and skylights must be bronzed anodized, unless other treatments are specifically authorized by the ARC.

e. In general, all utility meter panels shall not be visible to the public and should be installed according to guidelines available from utility companies.

f. All glass, plastic or other transparent skylight or solar devices shall be treated to eliminate reflective glare.

## II. DAY TO DAY "GOOD NEIGHBOR" RULES

### 1. Animals

City of Bend rules apply to the types and numbers of animals allowed. Animal enclosures, if any, must be screened from neighboring lots and be of nonreflective materials. Dogs must be managed to preclude being a nuisance from barking or roaming. Electric fences must be installed no closer than 15 feet from the street.

### 2. Antennas

Exposed TV and/or radio antennas are prohibited. Small satellite dishes (18" or less in diameter) may be installed subject to prior approval from the ARC.

### 3. Clotheslines

Exterior clotheslines must be located in screened service yards and out of view from the neighboring property.

### 4. Property Maintenance

Given the location and character of Hillside Park, attention must be paid to fire prevention. Limbing, brush removal and thinning of flammable growth is an individual property owner responsibility, as are weeds along curbs and sidewalks.

### 5. Noise Pollution

Loud sound equipment, machinery and other forms of noise, especially during night and early morning hours, should be avoided.

### 6. Address Markers/Paperbox Receptacles

Address marker lighting must be in working order and illuminated nightly. Failure to have an illuminated address marker may result in the homeowner being charged for repair and replacement of working parts.

### 7. Garage Sales

Occasional garage sales are permitted. The property owner must utilize the "one side only" parking sign, promptly remove directional signs after the sale, and otherwise minimize disruption to neighbors.

## 8. Exterior Lighting

All exterior lighting plans must be submitted with construction approval or alteration approval submittals. Exterior lighting which can be seen from the roads, or neighboring lots must be indirect. The light source must not be visible in such circumstances. Decorative and/or landscape lighting may have limitations placed upon them.

## 9. Exterior Walls and Trims

The following materials are approved for use in exterior walls and trims:

### a. Wood (natural or treated with earth tone stains)

- 1) Vertical lumber siding
- 2) Board and batten vertical lumber siding
- 3) Diagonal lumber siding

### b. Stone

### c. Brick - medium to dark even earth tone colors

### d. Textured masonry block units not to exceed four inches in height - medium to dark earth tone colors.

### e. Stucco - medium to dark earth tone colors.

## 10. Fencing

Fences are allowed with specific design approval from the ARC. A fence is defined as a structural barrier which separates one space from another to define property boundaries or which is constructed for ornamental purposes regardless of height.

## 11. Garages

The garage should connect to the main house by a roof or screen or be a part of the house structure. Consideration should be given to relating the position of the garage to that of the residence and neighboring structures, and should not dominate the structure's appearance. Garage doors should not directly face the street.

## 12. Grading

Grading shall conform to natural contours to the maximum extent possible.

## 13. Gutters

Gutters and downspouts shall be designed as a continuous architectural design feature. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached.

#### 14. Heating and Cooling Systems

Interior or exterior heating or cooling systems must be screened from the view of neighboring property, roads, and must be insulated for noise so as not to be offensive to adjoining properties.

#### 15. Hillside Lots

Exposed understructures of homes built on hillside lots are prohibited. Siding material must extend to within eight inches of the finished grade. Skirt walls higher than four feet to the finish floor shall have foundation landscaping to reduce the scale of the skirt wall.

#### 16. Landscaping

Maintenance of natural vegetation in Hillside Park is encouraged. Full lot line to lot line plantings are discouraged. Shapes of planted areas are to be irregular and cover less than the full lot. Trees, either natural or imported, must be planted and/or maintained to preserve neighbor's dominant views. The ARC, where necessary, working with affected property owners, will treat each instance on an individual basis. Neighbors are not to fight.

#### 17. Mailboxes and Newspaper Receptacles

Individual mailboxes are prohibited. Group mailboxes will be provided at central locations by the Hillside Park Property Owners' Association. Newspaper receptacles must meet ARC approval.

#### 18. Resident Parking - Hillside Park Phases I, II and III.

A minimum of four parking places shall be required for each residential lot. Trailers of any type, trucks, campers, boats, and cars under repair must be parked so as to be completely concealed from view from roads or neighboring lots. On street parking for cars is permitted only for special events. Signs notifying guests of this requirement are available. No overnight parking on streets is allowed. Resident parking in garages is strongly encouraged.

#### 18a. Resident Parking - Hillside Park Phase IV.

Off street parking is strongly encouraged, however due to the wider streets, is not mandatory, nor is the requirement for four parking places per lot. Other provisions of Paragraph 18 apply.

#### 19. Roofs

Wood shakes and shingles, slate, and concrete tile shall be the only approved roof materials when a roof is exposed to view. Any other material will be considered on an exception basis by the ARC.

#### 20. Service Yards.

When not provided by other substructures, each residence must have a screened service yard, enclosing woodpiles, trash containers, bicycles, clotheslines and outdoor maintenance equipment and must be placed where the service yard's view from the roads, or neighboring lots is minimized.

#### 21. Setbacks.

A minimum of seven feet from adjacent property, including roof overhangs, must be provided. The maximum reasonable setback from streets and driveways is required.

#### 22. Signs

One sign, professionally prepared, identifying the contractor during construction, or advertising a home for sale, is permitted, provided it is single sided, green and white with a maximum area of 250 square inches and the longest dimension not greater than 20 inches. The sign is to be on its own post and shall not be placed higher than 36 inches from the prevailing ground plane. Wording of contractor signs shall be limited to the name and phone number of the contractor, the words "contractor: or "general contractor", if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and materialmen signs are prohibited.

Wording of a for sale sign shall be limited to the words "for sale" and name and phone number of the listing real estate agency. "Realtor" and "By Appointment" may also be used if appropriate. If being sold by the owner, the name of the owner of "by owner" shall be substituted for the listing real estate agency. Exceptions to the above criteria may be granted the the ARC upon application.

#### 23. Solar Heat Systems

Any solar heat system must be reviewed on an individual basis, and requires the approval of the ARC.

## 24. Staging Area

Each construction approval submittal must designate at least one staging area for a lot subject to approval of the ARC.

## 25. Trailers, Campers, Motor Homes, and Mobile Homes


All mobile homes, motor homes, campers, trailers, and camp trailers are prohibited as well as tents and other temporary structures, except as provided in paragraph 18 above. Motor homes, campers and trailers of guests may park off street for a period of time not to exceed 72 hours.

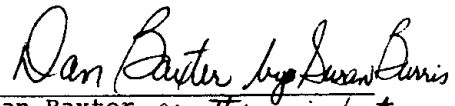
## 26. Utilities


All connections from trunk lines to individual structures must be underground. Exposed plumbing and electrical lines are not allowed. Water and sewer hookups must be inspected by the appropriate inspectors. All excavation for site utility hookups must be restored to its natural condition.

## 27. Special Conditions

Design features or structures not specifically covered above must be referred to the ARC for resolution.

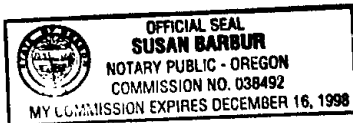
  
 \_\_\_\_\_  
 John Niemeyer

  
 \_\_\_\_\_  
 Dan Baxter as attorney in fact

  
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 Blue Sky Development, Inc.  
 by: Roy Marvin, President

STATE OF OREGON  
County of Multnomah

This document was acknowledged before me on 2.16.98, 1997, by JOHN NIEMEYER.



Susan Barbour  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:

STATE OF OREGON  
County of Multnomah

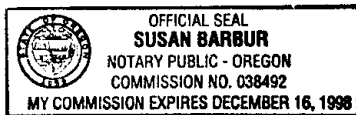
This document was acknowledged before me on 2.16.98, 1997, by DAN BAXTER, by Susan S. Burris as attorney-in-fact.



Susan Barbour  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:

STATE OF OREGON  
County of Multnomah

This document was acknowledged before me on 2.16.98, 1997, by ROY MARVIN as President of Blue Sky Development, Inc.



Susan Barbour  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:



4/25/97 - ORIGINAL IN JOE HAGEN'S OFFICE  
copies sent to: Piper JAFFRAY  
Fidelity Crest

HAGEN, DYE, WIRSCHY & D. Lorenzo PC.  
222-1812

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**GENERAL DURABLE POWER OF ATTORNEY  
GIVEN BY DANIEL H. BAXTER AS PRINCIPAL**

I, Daniel H. Baxter, as principal (the "Principal") have this day appointed Susan S. Burris to serve as my Agent (the "Agent"). I authorize my Agent to exercise the powers set forth below.

**ARTICLE I.  
ASSET POWERS**

A. Asset Powers. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me including, without limitation, the power to sell, buy, invest and manage real and personal property, operate a business, exercise rights in securities, demand and receive payment, borrow money, open and maintain safe deposit boxes, prosecute and defend legal actions, comply with all tax laws and make loans. This grant to my Agent is with full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this durable power of attorney and the powers herein granted.

B. Gifts. My Agent is authorized, subject to the restrictions in Article VI.C., to make gifts outright, in trust or to a custodian, on the Principal's behalf to any of the Principal's lineal descendants, or any spouse of such a lineal descendant, not in excess of the annual exclusion provided by Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"); and to make gifts consistent with the Principal's previous gifting activity. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, the Principal could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such. However, if the property is subject to trust, then this power may only be exercised in a manner whereby the trustee distributes the property to the Principal so that the Principal (or the Principal's legal guardian or agent) may independently use such property for such gifting purposes.

C. Additions to Trust. My agent is authorized to transfer all or any part of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime.

D. Trust Powers. My agent is authorized to exercise my retained powers of amendment and revocation with respect to the Daniel Hart Baxter Trust dated September 8, 1981, as amended, to add all or any part of my assets to the trust, and to withdraw all or any part of the trust assets.

E. Disclaimer. My agent is authorized to renounce and disclaim any property or interest in property or powers to which I may become entitled, and to file any such disclaimer with appropriate courts or persons, and to consider my estate planning and the reduction of estate taxes in exercising such powers.

F. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall not extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

G. Government Benefits. Perform any act necessary or desirable in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

H. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power does not include the power to designate my Agent as a beneficiary.

I. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated.

## ARTICLE II. CARE AND CONTROL OF THE PERSON

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person as follows:

A. Power to Provide for Principal's Support. To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other

arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and, if necessary, to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.

1. Protect or Dispose of Property. If in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment: to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof); and

2. Inter Vivos Delivery to Will Beneficiary. As an alternative to such storage and safeguarding, to transfer custody and possession (but not title) for such storage and safe-keeping of any such tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.

B. Power to Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate.

C. Power to Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate, and to execute such papers and do such acts and things as shall be necessary, appropriate, incidental or convenient in connection with such gifts.

D. Power to Nominate Conservator or Guardian. To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al., being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

E. Intent to Return Home. It is my intent to return to my home if I were ever to reside in a nursing home. Accordingly, I empower my agent to convey that intention to any and all persons.

**ARTICLE III.  
EXCLUDED POWERS**

My Agent is not authorized by this General Durable Power of Attorney to exercise any authority in matters involving my health and medical care; provided, however, my Agent may perform any act required to fund, purchase, employ or otherwise reasonably compensate any one or more of my health or medical care providers. Nothing herein shall prohibit my Agent from being appointed my Health Care Representative for health care decisions.

**ARTICLE IV.  
INCIDENTAL POWERS**

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments and papers necessary, appropriate, incident or convenient to such exercise or exercises, including without limitation the following:

A. Resort to Courts. To seek on my behalf and at my expense:

1. A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

2. A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and

3. Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

B. Hire and Fire. To employ, compensate and discharge such domestic and professional personnel, including but not limited to lawyers, accountants, brokers, financial consultants, advisors, consultants, companions, servants and employees, as my Agent deems appropriate.

C. Sign Documents, Etc. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

D. Borrow, Spend, Liquidate, Secure. To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal or intangible, that I may now or hereafter own.

E. Supplement this Instrument. To supplement this instrument by adding or modifying the descriptions of any property, real or personal, which I may now or hereafter own, in whole or in part.

F. Power to do Miscellaneous Acts. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents including, but not limited to, my Will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own, and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to such person or persons willing to care for and maintain them.

#### ARTICLE V. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities (including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party) to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

A. Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns, will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

B. Agent Has Power to Act Alone. The powers conferred on my Agent alone, and my Agent's signature or act under the authority granted in this instrument, may be accepted by a Person as fully authorized by me and with the same force and effect as if I were personally present, competent and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent, and shall have the same validity and effect as if I were

personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

C. No Liability to Third Parties for Reliance on Agent. No Person who acts in reliance upon any representations that my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

E. Authorization to Release Medical Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records for which my Agent may request. If I am incompetent at the time my Agent shall request such information, all persons are authorized to treat any such request for information by my Agent as the request of my legal representative, and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law to the extent necessary to disclose such information to my Agent. My Agent may also disclose such information to such persons as my Agent shall deem appropriate.

## ARTICLE VI. RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, my Agent:

A. Prohibition on Power Over Life Insurance on Agent's Life. Shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my Agent.

B. Prohibition on Power Over Prior Transfer. Shall have no power or authority whatsoever with respect to any irrevocable trust created by my Agent as to which I am a trustee or beneficiary.

C. Prohibition on Power to Benefit Agent. Shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors or the creditors of my Agent's estate, unless such exercise is for the purpose of providing for the Agent's health, education, support or maintenance; (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or his or her estate; and (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am equally, with my Agent, legally obligated to support).

#### ARTICLE VII. DURABILITY PROVISION

This power of attorney shall not be affected by subsequent disability or incapacity of the Principal.

#### ARTICLE VIII. ADMINISTRATIVE PROVISIONS

A. Reimbursement of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

B. No Duty to Monitor Health. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

C. Severability. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

D. Governing Law and Applicability to Foreign Jurisdictions. This instrument shall be governed by the laws of the State of Oregon in all respects, including its validity, construction, interpretation and termination and, to the extent permitted by law, shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

E. Definitions. Whenever the word:

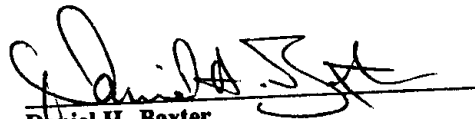
1. "Agent," or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

2. "Guardian" or "conservator," or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean, respectively, the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

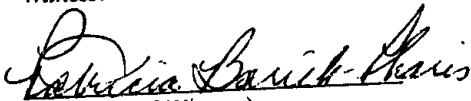
F. Revocation, Removal, Amendment and Resignation. This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment or removal delivered to my Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me, or in the case of an alternate agent, by delivery to my Agent.

G. Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney this 23 day of September, 1997.

  
Daniel H. Baxter

Witness:

  
(Signature of Witness)

PATRICIA BERICK-PATT  
(Name of Witness)



STATE OF OREGON )  
 ) ss.  
County of )

On this 23 day of Sept., 1997, personally appeared before me Daniel H. Baxter, and acknowledged the foregoing instrument to be his voluntary act and deed.



Shirley Heidinger  
Notary Public for Oregon  
My Commission Expires: 5-4-00

The undersigned acknowledges and accepts appointment as Agent under this instrument.

Susan S. Burris  
Susan S. Burris

Witness:

Catharine Woodcock  
(Signature of Witness)

Catharine Woodcock  
(Name of Witness)

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:

98 FEB 19 PM 3:56

MARY SUE PENHOLLOW  
COUNTY CLERK