

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

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will pickup JERRY FREUND

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

This Declaration ("Declaration") is made this 8 day of JUNE, 2000, by **JERI KO DEVELOPMENT, L.L.C.** ("Declarant"), and relates to certain property owned by **FREUND-SPENCER INVESTMENT GROUP, L.L.C.** ("Owner"), in the City of Bend, Deschutes County, Oregon, which is described on the attached **Exhibit "A"** ("Phase III"). Owner and Declarant desire that Phase III be bound by the provisions of this Declaration. Therefore, Owner and Declarant agree as follows:

**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, Official Records of Deschutes County, Oregon ("Phase I Declaration"). On March 22, 1999, Declarant bound Phase II of North Brinson Business Park to the Phase I Declaration by executing that Declaration of Inclusion of Additional Land as Phase II of North Brinson Business Park and Additional Covenants and Restrictions for said Phase II, which was recorded in Book 1999 at Page No. 14896, Official Records of Deschutes County, Oregon.

**B.** Declarant intends to develop Phase III 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 III 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 III, 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 III**

**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 III to Phase I Declaration; Controlling Document

Pursuant to Section 1.2 of the Phase I Declaration, Declarant and Owner hereby submits Phase III, as additional contiguous land, to the Phase I Declaration. Based upon this submission Phase III 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 III.

## 1.3 Declaration of Protective Covenants

Declarant and Owner hereby declares that Phase III 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 III may be divided, shall apply to and bind the heirs, successors and assigns of every Owner of a Phase III Site (as defined below), and shall constitute covenants running with the land with respect to each Phase III Site.

## ARTICLE 2 DEFINITIONS

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

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

## ARTICLE 3 USE RESTRICTIONS

**3.1 Partition, Subdivision and Lot Line Adjustments.** Declarant shall not unreasonably withhold or delay its consent to a request to partition Lot 68 as described on **Exhibit "A"** attached hereto.

## ARTICLE 4 DESIGN APPROVAL

### 4.1 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 5 DEVELOPMENT AND OPERATIONAL STANDARDS

### 5.1 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 III Site shall conform to the following minimum construction practices and standards:

(a) Any Building on Lot 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 62, 72 and 73 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 63, 64, 68, 69, 70, 71, 74, 75, 76, 77, 80, 81, 82 and 83 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) Lots 65, 66, 67 and 84 as described on **Exhibit "A"** shall be exempt from Sections 5.1 and 5.5(b) of the Phase I Declaration.

## 5.2 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.

## ARTICLE 6 DURATION AND MODIFICATION

### 6.1 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 JUNE 8, 2040 and shall be automatically renewed for an unlimited number of successive ten-year periods.

### 6.2 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 III with the written consent of the Declarant and of the Owners of seventy-five percent (75%) of the land area within Phase III. 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 III 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 III 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 III unless and until an amendment of this Declaration states otherwise.

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Constructive Notice and Acceptance**

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

**7.2 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 III site, notice is effective two (2) days after mailing by United States certified or registered mail, postage prepaid, addressed to the Owner of the Phase III Site at the address shown on the then current property tax roll for the county in which the Phase III Site is located.


**7.3 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.,**  
an Oregon limited liability company

By:   
\_\_\_\_\_  
**JERRY FREUND, Member**

By:   
\_\_\_\_\_  
**KEVIN SPENCER, Member**

**OWNER:**

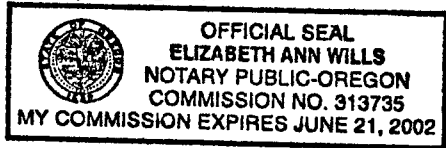
**FREUND-SPENCER INVESTMENT GROUP, L.L.C.,**  
an Oregon limited liability company

By: [Signature]  
**JERRY FREUND, Member**

By: [Signature]  
**KEVIN SPENCER, Member**

STATE OF OREGON, COUNTY OF DESCHUTES ) ss.

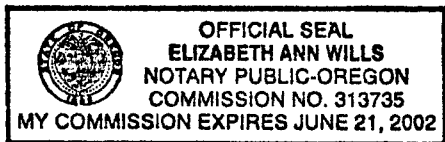
The foregoing instrument was acknowledged before me this 8 day of June, 2000, by Jerry R. Freund, a member of Jeriko Development, L.L.C., an Oregon limited liability company.



Elizabeth Ann Wills  
Notary Public for Oregon

STATE OF OREGON, COUNTY OF DESCHUTES ) ss.

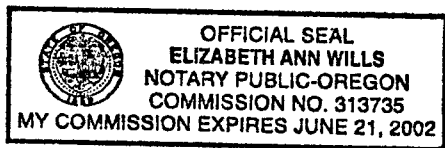
The foregoing instrument was acknowledged before me this 8 day of June, 2000, by Kevin Spencer, a member of Jeriko Development, L.L.C., an Oregon limited liability company.



Elizabeth Ann Wills  
Notary Public for Oregon

STATE OF OREGON, COUNTY OF DESCHUTES ) ss.

The foregoing instrument was acknowledged before me this 8 day of June, 2000, by Jerry R. Freund, a member of Freund-Spencer Investment Group, L.L.C., an Oregon limited liability company.

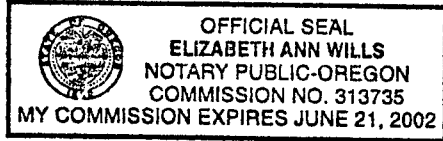


Elizabeth Ann Wills  
Notary Public for Oregon

STATE OF OREGON, COUNTY OF DESCHUTES ) ss.

The foregoing instrument was acknowledged before me this 8 day of June, 2000, by Kevin Spencer, a member of Freund-Spencer Investment Group, L.L.C., an Oregon limited liability company.

*Elizabeth Ann Wills*  
Notary Public for Oregon





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**EXHIBIT "A"**

**Phase III Legal Description**

Lots 61 through 84 inclusive, North Brinson Business Park (Phase III), as recorded in Cabinet E451 at Plat number \_\_\_\_\_, in Deschutes County, Oregon.

**VOL: 2000 PAGE: 22821**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-22821 \* Vol-Page

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**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

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

DATE AND TIME: Jun. 9, 2000; 9:17 a.m.

RECEIPT NO: 21830

DOCUMENT TYPE: Planned Community  
Subdivision Declaration

FEE PAID: \$71.00

NUMBER OF PAGES: 9

A handwritten signature in black ink, reading "Mary Sue Penhollow". The signature is written in a cursive, flowing style.

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK