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VOL 364 PAGE 259

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHEVLIN CENTER

These Covenants, Conditions and Restrictions are made this 5th day of November, 1982, by Brooks Resources Corporation, an Oregon corporation, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon described in Exhibit "A" attached hereto and incorporated by reference herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as Shevlin Center.

Shevlin Center is being developed as a planned industrial, commercial and business complex. Except where this Declaration for Shevlin Center conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all owners, lessees, licensees, occupants, and users of the property subject to this Declaration and their successors in interest as set for herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. Definitions

1.1 Shevlin Center: The term "Shevlin Center" shall mean all of the real property now or hereafter made subject to this declaration.

1.2 Declarant: The term "declarant" shall mean Brooks Resources Corporation, an Oregon corporation or its successors in interest.

1.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean the fractional part of blocks as divided and subdivided on subdivision or partition maps according to the records of Deschutes County.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Shevlin Center.

1.6 Owner: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease requiring that such person or persons pay real property taxes on the lot.

1.7 Improvements: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences, and barriers, retaining walls and stairs, decks, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, signs, loading areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.8 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to the Shevlin Center and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

1.9 Shevlin Center Owners Committee: The "Shevlin Center Owners Committee", "(SCOC)", shall be that committee of owners formed pursuant to Section 7 herein.

Section 2. Property Subject to the Covenants, Conditions and Restrictions for Shevlin Center

2.1 General Declaration Creating Shevlin Center: Declarant hereby declares that all of the real property located in Deschutes County, Oregon described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be in furtherance of the general plans of the subdivision, and are established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Shevlin Center run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, and their successors in interest as set forth in this declaration.

2.2 Addition of Other Real Property by Grantor:

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any contiguous land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels within such added land shall be the same as in the case of the land described in Exhibit "A".

(b) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of such added real property.

### Section 3. Architectural Controls

3.1 Approval Required. No improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant.

3.2 Procedure. Any owner proposing to construct any improvements within the Shevlin Center (including any exterior alteration, addition, destruction or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents. Any owner proposing to utilize, improve or develop real property within the Shevlin Center, shall submit the following items for review:

(a) A site plan showing the location, size, configuration and layout of any building, structure or facility (or, where applicable, any alteration, addition, modification or destruction thereto) including appurtenant facilities for parking, tanks, storage, loading, deliveries, fences, vehicular and pedestrian traffic and circulation, and utilities plan.

(b) Architectural plans and drawings showing the nature, style and dimensions of any building, structure, facility, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and the type of screening for exterior equipment and for tanks and other exterior storage areas. Metal clad buildings will be approved only on the condition that such buildings are designed, constructed and maintained so as not to have the appearance of a metal building. The scale of plans shall be 1 inch = 20 feet or larger.

(c) A landscape plan showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed), together with the location of any proposed signing.

(d) A topographical plan showing the elevation, slope and grade of any site work (including the nature, location and utilization of any removal or filling of soil) proposed to be done in conjunction with any proposed improvement, development, modification or destruction of any building, structure, or facility or of any planting, installation or removal of any landscaping, vegetation or ground cover.

3.4 Review. All plans and drawings identified in paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in the amount of \$250.00. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this section are submitted. Within 30 days following receipt of such plans and drawings, and the full amount of the architectural review fee, Declarant shall review the plans and shall inform the developer in writing whether the plans conform to the development concept for Shevlin Center. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any aspect of any of the plans does not conform to the Shevlin Center development concept, the owner shall re-submit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any improvement in the Shevlin Center must bear the prior written approval of Declarant.

3.5 Architectural Guidelines. The development concept for the Shevlin Center shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspection. All work related to any building, structure or facility or any landscaping, vegetation, ground cover or other improvements within the Shevlin Center shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver. Any condition or provision of paragraphs 3.2 through 3.6 above, may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the Shevlin Center. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

#### Section 4. Regulation of Improvements

##### 4.1 Minimum Setback Lines.

(a) General. No structure of any kind, and no part thereof, shall be placed on any site closer to a street or front property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhang, subject to the specific approval of Declarant in writing;
- (2) Steps and walks;
- (3) Paving and associated curbing, except that no vehicle parking shall be permitted within ten (10) feet of any property line fronting a street;
- (4) Fences, except that no fence shall be placed within the street setback area unless specific approval is given by Declarant in writing;

(5) Landscaping, per paragraph 4.4 below;

(6) Gas and service stations including all pertinent uses, subject to the specific approval of Declarant in writing;

(7) Signs identifying the owner, subject to the specific approval of Declarant in writing.

(b) No improvement, except as set forth in section 4.1(a) above, shall be placed on any lot closer than 30 feet to either Colorado Avenue, Columbia Street or Simpson Avenue.

4.2 Completion of Construction. After commencement of construction of any structure, the owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

4.3 Excavation. No excavation shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled in accordance with approved plans.

#### 4.4 Landscaping.

(a) Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(b) The owner shall landscape and maintain unpaved areas between the property lines and the setback lines. The setback from street property lines shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area. The owner shall also be responsible for the maintenance of any landscaping in the road or street right-of-way adjacent to their property which are not otherwise improved.

(c) Landscaping as approved by Declarant shall be installed within one hundred and eighty (180) days of occupancy or completion of the building, whichever occurs first.

(d) All areas within improved lots proposed for future expansion shall be maintained in a weed-free condition.

#### 4.5 Signs.

(a) No sign shall be permitted, other than the following:

(1) Those identifying the name, business and products of the person or firm occupying the premises; and

(2) Those offering the premises for sale or lease when specifically approved by Declarant in writing.

(b) Signs shall conform to setback lines unless specific approval to the contrary is granted by Declarant in writing.

(c) Signs and identifications on building sites shall only be of such size, design and color as is specifically approved by Declarant in writing.

(d) No sign shall be placed on any building surface or in any window.

#### 4.6 Parking Areas.

(a) General. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitor and company vehicles on the site. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. All parking shall be in conformance with applicable City of Bend ordinances.

(b) Parking shall not be permitted:

- (1) Between public street pavement and property line;
- (2) Closer than ten feet (10') to a street property line.

(c) The parking requirements may be modified by Declarant as to any particular site, provided such modification is in writing.

#### 4.7 Storage and Loading Areas.

(a) No materials, supplies or equipment shall be stored in any area on a site except inside a closed building, or behind a visual barrier, as approved by Declarant, screening such areas so that they effectively reduce visibility from the neighboring property or streets. Screening may be accomplished by dense planting.

(b) Loading docks shall be set back and screened to minimize the effect from the street. Docks shall not be closer than fifty feet (50') to the street property line, unless specifically approved by Declarant in writing.

(c) Refuse collection areas shall be visually screened so as to reduce visibility from streets and neighboring properties. No refuse collection areas shall be permitted between a street and the front of any building.

Section 5. Regulation of Operations

## 5.1 Permitted Operations and Uses.

(a) Unless otherwise specifically prohibited by Declarant herein, any industrial or commercial operation and use permitted in the applicable City of Bend zoning district will be permitted, provided Declarant consents thereto in writing, if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited, to vibration, sound, electro-mechanical disturbance, radiation, air or water pollution, dust emission of odorous, toxic or non-toxic matter. All lighting is to be shielded and confined within property lines.

(b) An exception to applicable portions of paragraph 5.1(a) shall be made during periods when a breakdown in equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable.

5.2 Right of Entry. During reasonable hours, and subject to reasonable security requirements, Declarant, or its authorized representative, shall have the right to enter upon and inspect any building, site or parcel and the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and neither Declarant nor its authorized representatives, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Covenant for Maintenance Assessment

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for Shevlin Center, each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agrees to pay to Declarant or Shevlin Center Owner's Committee as the case may be, regular annual, special, or other regular periodic assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.



6.2 Nature of Assessments. The assessments levied by the Declarant shall be used exclusively for the improvement and maintenance of the landscaping within the road right-of-ways within Shevlin Center. After consideration of current maintenance costs and future needs, the Declarant may fix a regular flat assessment upon a monthly, quarterly, or annual basis. The regular periodic flat charges must be fixed at a uniform rate for all Lots not exempt and may be collected on a monthly, quarterly, or annual basis in the discretion of the Declarant, such assessment to be based on the total acreage in any Lot as compared to total acreage within all lots and blocks of Shevlin Center, excluding dedicated streets. The landscaping maintenance assessment for the calendar year 1983 shall not exceed \$2 per acre or fraction thereof per month for each lot. Inflation and increases in material and labor costs in the future are expected to cause increases in this monthly assessment.

6.3 Assessment Dates: All Lots shall be subject to the annual, quarterly, or monthly assessments provided for herein effective the first day of the month following the month an owner takes possession of any lot. The Declarant shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Declarant.

6.4 Remedies for Nonpayment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser rate of 18% per annum or the highest rate allowed by law per annum. The Declarant shall file in the office of the County Clerk of Deschutes County, State of Oregon, within thirty days after delinquency, a statement of the amount of any such charges or assessments, together with interest, which have become delinquent, with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of the County Clerk, until the same has been paid or released as herein provided. Such lien may be enforced by the Declarant in the manner provided by law with respect to liens upon real property, as provided in ORS Chapter 88. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements including reasonable attorney's fees of the Declarant of processing and, if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of any first mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### Section 7. Shevlin Center Owner's Committee

7.1 Declarant's Control. Declarant shall exclusively exercise all architectural, landscaping, signing and lighting controls as well as those other duties prescribed under this Declaration, including but not limited to assessments, so long as Declarant holds an interest in Shevlin Center or until Declarant elects to terminate its interest in Shevlin Center as set forth in paragraph 7.2 below (whichever occurs first). For purposes of this Declaration, Declarant shall be deemed to hold an interest in Shevlin Center if either of the following conditions is met:

- (a) Declarant holds title to any lot in Shevlin Center, or
- (b) Declarant elects to exercise architectural, landscaping, signing and lighting controls over any lot within the Shevlin Center or elects to exercise any other duties under this Declaration, even though Declarant does not hold title to any lot within Shevlin Center.

7.2 Termination of Declarant's Interest. Paragraph 7.1 notwithstanding, Declarant's interest in the Shevlin Center shall terminate at such time that a certificate of occupancy has been issued by the City of Bend for the use and occupancy of a permanent building, structure or facility on each lot within Shevlin Center. In addition, Declarant reserves the right to terminate its interest in Shevlin Center at any time. At such time that Declarant's interest in Shevlin Center is terminated (whether voluntarily or involuntarily), Declarant shall cause to be recorded in the Official Records of Deschutes County, Oregon a declaration stating that Declarant no longer holds any interest nor desires to exercise any further controls over development in Shevlin Center. Copies of such declaration shall be provided to each owner of a lot within the Shevlin Center contemporaneously with recordation of the declaration. Recordation of such a declaration shall formally terminate Declarant's interest in the Shevlin Center and all rights of architectural, landscaping, signing and lighting controls, as well as any other duties of Declarant under this Declaration (except for those duties prescribed by paragraph 7.4 below).

7.3 Formation of SCOC. Upon formal termination of Declarant's interest in Shevlin Center, Declarant shall form an Oregon non-profit organization called the Shevlin Center Owner's Committee (SCOC). SCOC shall be governed by a five person board of directors. SCOC shall succeed to all powers, responsibilities and right of Declarant under this Declaration, except those reserved by Declarant.

7.4 (a) Organization of SCOC. Within 30 days after the commencement date of SCOC, the initial board of directors for SCOC shall be elected. Persons eligible for the initial SCOC board of directors shall be limited to directors, officers, employees, agents, owners or partners of any corporation, partnership, joint venture or proprietorship owning any lot within the Shevlin Center. Declarant shall solicit from, and then circulate to all lot owners, a list of nominees for the initial board of directors' positions within the 30 day SCOC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(b) The total number of votes entitled to be cast for each SCOC director's position shall be based upon the total number of acres in the lots and blocks of Shevlin Center, excluding dedicated streets. Each lot owner shall have the right to cast a vote based on the number of acres owned. The initial board of directors of SCOC shall meet within ten days after their election and may at that time adopt any governing documents, including bylaws, guidelines, procedures, rules and regulations, relating to SCOC and the Shevlin Center.

7.5 Failure to Organize: In the event Declarant is unsuccessful in organizing the board of directors of SCOC within the 30 day organizational period specified by paragraph 6.3 above, Declarant shall have no further responsibilities relating to SCOC and the SCOC board of directors shall be organized exclusively by the owners of lots within Shevlin Center. Such failure of organization of the SCOC board of directors shall not affect the existence of SCOC or the effectiveness of the Declaration.

#### Section 8. Duration and Amendment of this Declaration

8.1 Duration. The Covenants, Conditions and Restrictions of Shevlin Center shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the property then subject to this Declaration, based on the number of acres subject to these restrictions (excluding dedicated streets), this Declaration, as in

effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Shevlin Center are terminated as set forth above in this section.

8.2 Amendment. This Declaration or any provisions thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the owners of 2/3 of the property subject to these Restrictions based on the number of acres owned as compared to the total number of acres subject to these Restrictions (excluding dedicated streets), provided, however, that as long as Grantor owns at least twenty-five percent of the property subject to these Restrictions no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Provided, further, that the provisions of Article 4 and Article 5 hereof shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant without the consent of any other owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration.

8.3 Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

#### Section 9. Enforcement

9.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in the Shevlin Center. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

9.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

#### Section 10. Effect of Declaration

The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Shevlin Center and shall bind, benefit and burden each lot in Shevlin Center, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in Shevlin Center, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right,

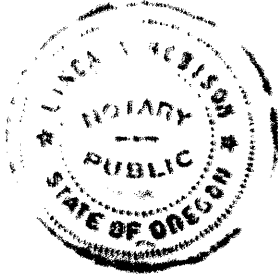
title or interest or use in or to any real property in the Shevlin Center. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Shevlin Center and their successors in interest as set forth in this Declaration, including any person who holds such interest as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

BROOKS RESOURCES CORPORATION

By William L. Smith  
WILLIAM L. SMITH,  
President

STATE OF OREGON, County of Deschutes: ss.

The foregoing instrument was acknowledged before me this 5th day of November, 1982, by WILLIAM L. SMITH, President of BROOKS RESOURCES CORPORATION, an Oregon corporation, on behalf of the corporation.



Linda A. Robinson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/8/83

EXHIBIT A

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SHEVLIN CENTER

All that portion of the land contained in the plat of  
SHEVLIN CENTER, City of Bend, Deschutes County, Oregon,  
lying Southwesterly of the thread of the Deschutes River.

8972

STATE OF OREGON  
County of Deschutes

I hereby certify that the within ins-  
trument of writing was received for Recd  
the 9 day of Nov A.D. 1982  
at 9:34 o'clock A. M. and record  
in Book 364 on Page 259 Record  
of deeds

ROSEMARY PATTERSON  
County Clerk

Phyllis Beck Deputy

→ return to: BRC