

## DECLARATION FOR SHEVLIN RIVERFRONT

This Declaration is made this 14<sup>TH</sup> day of April, 1998, 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 this Declaration and will be known as Shevlin RiverFront.

Shevlin RiverFront is a part of Shevlin Center, which is being developed as a planned industrial, commercial, and business complex. Except where this Declaration conflicts with the Declaration for Shevlin Center or 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 forth herein.

Section 1. Definitions

1.1 Shevlin RiverFront: The term "Shevlin RiverFront" 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 Shevlin Center Declaration: The term "Shevlin Center Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Shevlin Center recorded in volume 362, page 259, official records of Deschutes County, Oregon, as amended.

1.4 Lot: The term "lot" shall mean the fractional part of blocks in Shevlin RiverFront 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 for Shevlin RiverFront.

1.6 Owner: The term "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 Easement Areas: The term "Easement Areas" shall include all driveways and parking areas within Shevlin RiverFront as depicted on Exhibit "B" and as more particularly described on Exhibit "B1" and all walkways within the Common Area.

1.8 Improvements: The term "Improvements" shall include driveways, parking areas, walkways, landscaping, irrigation facilities and signs within the Common Area, and light standards within the Common Area and within the public right-of-way adjacent to Shevlin RiverFront.

1.9 Shevlin RiverFront Owner's Committee: The "Shevlin RiverFront Owner's Committee" ("SROC") shall be that committee of owners formed pursuant to Section 7 herein.

1.10 Common Area: The term "Common Area" shall mean the Easement Areas, the landscaped areas in Shevlin RiverFront between the sidewalk and the street, and the landscaped areas surrounding the parking areas within Shevlin RiverFront as depicted on Exhibit "C" attached hereto.

## Section 2. Property Subject to This Declaration

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 the provisions of this Declaration shall run with all the property subject to this Declaration 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.

## Section 3. Easements

3.1 Grant of Easements. This Declaration hereby establishes and sets forth for the mutual benefit of Declarant and future owners of property in Shevlin RiverFront a nonexclusive easement for roadways, walkways, ingress and egress, and parking of motor vehicles over and across the Easement Areas. Declarant hereby declares that the Common Area outside the Easement Areas shall be subject to the right of Declarant or SROC to maintain landscaping and related irrigation facilities, signage, and lighting.

3.2 Use. The easements granted herein are for the sole use and benefit of the Owners and their tenants and the employees and invitees of the Owners and their tenants.

3.3 Modification. No Owner shall have the right to modify any Improvements within the Common Area without the prior written consent of Declarant or, after Declarant has terminated its responsibility and authority pursuant to Section 7, the written consent of SROC.

3.4 Indemnity. Each Owner shall indemnify, defend, and hold harmless the other Owners, Declarant, and the SROC from and against any and all loss, cost, or damage arising out of or related to the negligence or intentional wrong of the indemnifying party or its tenants or the employees or invitees of the indemnifying party or its tenants.

#### Section 4. Construction of Improvements and Allocation of Parking

4.1 Construction by Declarant. Declarant will construct the Improvements within the Common Area on the block on which Lots 14 through 21 are situated. Such construction shall be completed by November 15, 1998, subject to delays beyond the control of Declarant.

4.2 Construction by Owners. Construction of improvements within the Common Area on lots 10 through 12 shall be the responsibility of the Owners of lots 10 through 12. Approval of such improvements shall be in accordance with the Shevlin Center Declaration, as the Shevlin Center Declaration may be amended from time to time.

4.3 Allocation of Parking. Parking stalls within the Common Area on the block on which lots 14 through 21 are situated shall be allocated as follows for purposes of establishing the allowable area of buildings under city codes:

<u>Lot Number</u>	<u>Spaces Available per Lot</u>
14	18
15	14
16	15
17	13
18	20
19	16
20	16
21	10

In the event of a modification of the number of parking stalls situated on lots 14 through 21, the number of parking stalls allocated to each lot shall be increased or decreased on the basis of the number of parking stalls added to or subtracted from such lot.

#### Section 5. Shevlin Center Declaration

This Declaration is not intended to modify the Shevlin Center Declaration. In the event of any conflict between the terms of this Declaration and the Shevlin Center Declaration, the Shevlin Center Declaration shall control.

#### Section 6. Covenant for Maintenance Assessment

6.1 Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants for the property described on Exhibit "A" and each Owner of any lot by acceptance of a deed or contract of purchase of such lot, 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 SROC, 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 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 Declarant shall be used exclusively for the improvement, maintenance, and operation of Improvements within the Common Area and for repair and replacement of light standards in the right-of-way adjacent to Shevlin RiverFront and for the establishment of reserves for such improvement, maintenance, repair, and replacement. After consideration of current maintenance costs and future needs to be covered by reserves, Declarant may fix assessments 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 Declarant, such assessment to be based on the total acreage in any lot as compared to total acreage within all lots of Shevlin RiverFront, excluding dedicated streets.

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. Declarant shall fix the amount of the regular assessment at least 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 Declarant.

6.4 Remedies for Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. Declarant shall have the right to assess a late payment fee on any delinquent assessment in an amount not to exceed five percent of the delinquent assessment. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the lesser rate of 18 percent per annum or the highest rate allowed by law per annum. Declarant shall file in the office of the County Clerk of Deschutes County, State of Oregon, within 30 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 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 Declarant in the manner provided by law with respect to liens upon real property, as provided in ORS Chapter 88. The Owner of assessed property at the time the assessment is levied shall be personally liable for the expenses, costs, and disbursements, including reasonable attorney fees, of Declarant of processing and, if necessary, enforcing

such liens, all of which expense, costs, and disbursements and attorney fees shall be secured by such lien, including fees on appeal. 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 nonuse 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 property in Shevlin RiverFront 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 RiverFront Owner's Committee

7.1 Declarant's Control. Declarant shall exclusively exercise authority and responsibility for improvement and maintenance of the Common Area and for levying and collecting assessments prescribed under this Declaration, so long as Declarant holds an interest in Shevlin RiverFront or until Declarant elects to terminate its authority and responsibility as set forth in paragraph 7.2 below (whichever occurs first). Declarant shall also have the authority to make rules and regulations regarding the use of the Common Area and may provide for reserve parking spaces, which shall be allocated among the lots in an equitable manner. For purposes of this Declaration, Declarant shall be deemed to hold an interest in Shevlin RiverFront if Declarant holds title to any lot in Shevlin RiverFront.

7.2 Termination of Declarant's Interest. Declarant reserves the right to terminate its authority and responsibility pursuant to Section 7.1 at any time. At such time that Declarant's authority and responsibility is voluntarily terminated, Declarant shall cause to be recorded in the official records of Deschutes County, Oregon, a declaration stating that Declarant no longer desires to exercise any further authority and responsibility pursuant to Section 7.1.

7.3 Formation of SROC. Upon termination of Declarant's authority and responsibility pursuant to Section 7.1, Declarant shall form an unincorporated association under the name Shevlin RiverFront Owner's Committee. SROC shall be governed by a three-person board. SROC shall succeed to all powers, responsibilities, and right of Declarant under this Declaration.

7.4 (a) Organization of SROC. Within 30 days after the commencement date of SROC, the initial governing board for SROC shall be elected. Persons eligible for

the initial SROC board shall be limited to directors, officers, employees, agents, owners, or partners of any corporation, partnership, joint venture, or proprietorship owning any lot within Shevlin RiverFront. Declarant shall solicit from, and then circulate to, all Owners a list of nominees for the initial governing board. Declarant shall then conduct an election of the initial governing board. The three nominees obtaining the three highest vote totals shall constitute the initial governing board.

(b) Each Owner shall have the right to cast one vote for each lot owned by such Owner. The initial governing board of SROC 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 SROC and Shevlin RiverFront. The SROC may be converted to an Oregon nonprofit corporation upon a vote of a majority of the Owners.

7.5 Failure to Organize. In the event Declarant is unsuccessful in organizing the governing board of SROC within the 30-day organizational period specified by paragraph 7.4 above, Declarant shall have no further responsibilities relating to SROC and the SROC governing board shall be organized exclusively by the Owners. Such failure of organization of the SROC governing board shall not affect the existence of SROC or the effectiveness of this Declaration.

7.6 Authority. The SROC shall have all of the authority and responsibility of Declarant under Section 7.1.

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

8.1 Duration. The easements created pursuant to this Declaration shall be perpetual.

8.2 Amendment. This Declaration or any provisions thereof may be terminated, extended, modified, or amended as to the whole of the property or any part thereof with a written consent of the Owners of at least eight of the lots subject to this Declaration based on the number of acres owned as compared to the total number of acres subject to this Declaration (excluding dedicated streets); provided, however, that as long as Declarant owns at least 25 percent of the property, no such termination, extension, modification, or amendment shall be effective without the written approval of Declarant; provided further that no Owner's use and enjoyment of the Easement Areas shall be materially diminished without the consent of such Owner.

8.3 Recording. 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 Shevlin RiverFront. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal, or 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

This Declaration shall run with the land included in Shevlin RiverFront and shall bind, benefit, and burden each lot in Shevlin RiverFront. The terms of this Declaration shall inure to the benefit of and shall bind Declarant, all successors and assigns of Declarant, all Owners of any lot in Shevlin RiverFront, and 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 Shevlin RiverFront.

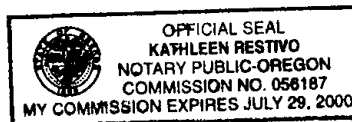
BROOKS RESOURCES CORPORATION

By Michael Hollern  
President

STATE OF OREGON                    )  
  ) SS  
COUNTY OF                        )

This instrument was acknowledged before me on April 14, 1998,  
1998, by Michael Hollern as President of Brooks Resources Corporation.

Kathleen Restivo  
Notary Public for Oregon  
My commission expires: 7.29.2000

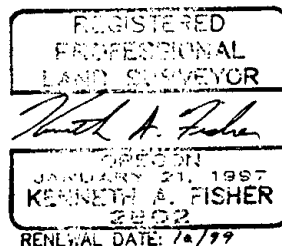


**EXHIBIT "A"**  
**Properties Subject to Declaration for Shevlin Riverfront**

All that property being a portion of the northwest quarter of Section 5 and the northeast quarter of Section 6, Township 18 South, Range 12 East, Willamette Meridian, in the City of Bend, Deschutes County, Oregon, described as follows:

Lots 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, and 21 of the Replat of Shevlin Riverfront as shown on that plat on file with the Deschutes County Surveyor.

13268604(esmtb1).leg





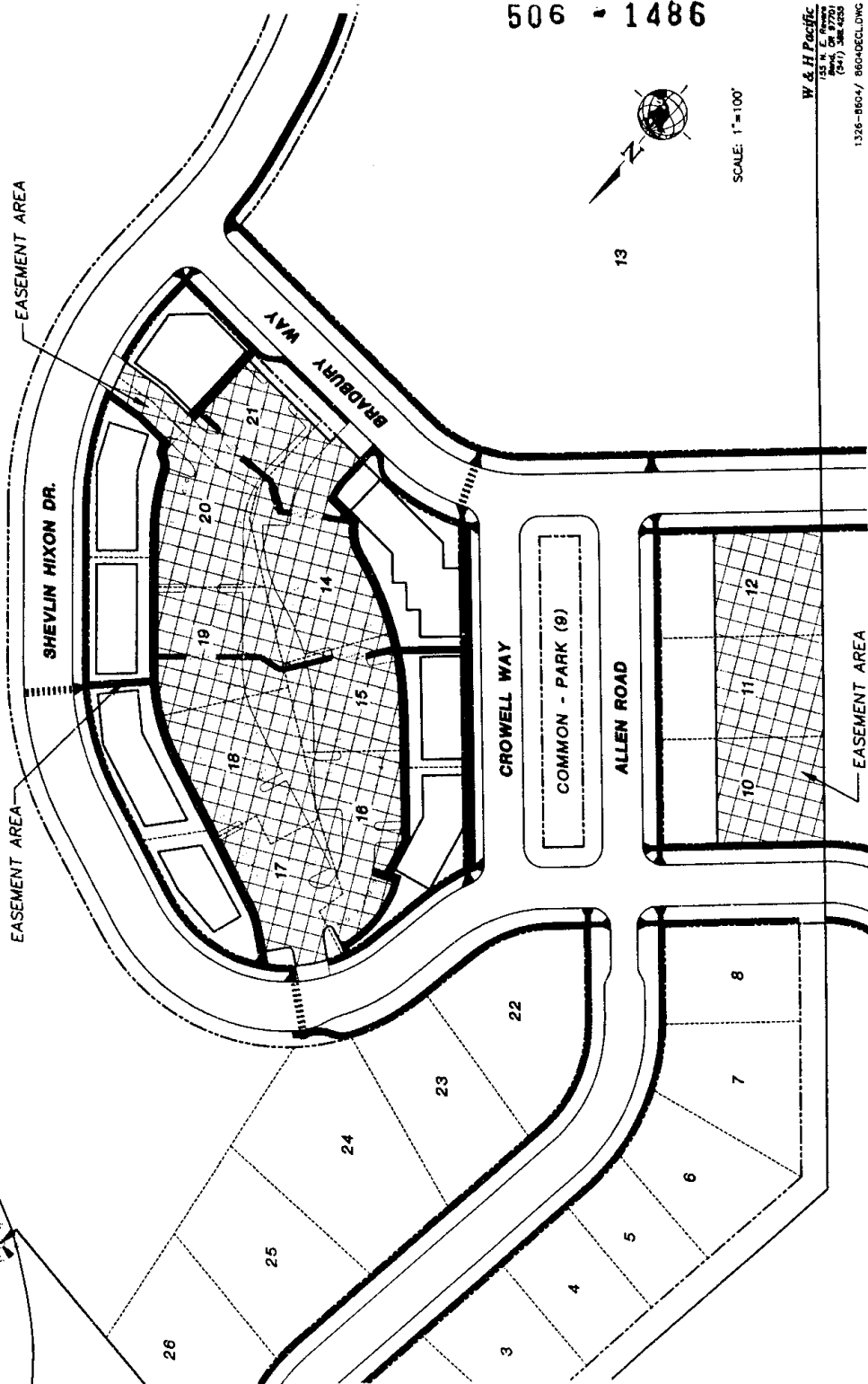
# Shevlin RiverFront

Declaration Exhibit 'B' - Easement Areas

July, 1998

**BR** Brooks Resources Corporation

27



506 - 1486

W & H Pacific  
133 N. E. Avenue  
Portland, OR 97201  
(503) 241-4233  
1326-9604 / 8604DECL.DWG



155 N.E. Revere  
Bend, OR 97701

506 - 1487

**EXHIBIT "B1"**  
**LEGAL DESCRIPTION**  
**Easement Areas**



All that property being a portion of the northwest quarter of Section 5 and the northeast quarter of Section 6, Township 18 South, Range 12 East, Willamette Meridian, in the City of Bend, Deschutes County, Oregon, described as follows:

The southwesterly 80.00 feet of Lots 10, 11, and 12 of the Replat of Shevlin Riverfront, as shown on that plat on file with the Deschutes County Surveyor. To wit:

Beginning at the most westerly corner of said Lot 10; thence along the northwesterly line of said Lot 10, North  $39^{\circ}35'28''$  East, 80.00 feet; thence leaving said northwesterly line and along a line parallel with and 40.00 feet southwesterly of the southwest right-of-way of Allen Road, South  $50^{\circ}24'32''$  East, 227.00 feet to the southeasterly line of said Lot 12; thence along said southeasterly line, South  $39^{\circ}35'28''$  West, 80.00 feet to the southwest tract boundary of said Shevlin Riverfront; thence along said tract boundary, North  $50^{\circ}24'32''$  West, 227.00 feet to the Point of Beginning.

Together with the following described parcel:

Commencing at the corner common to Lots 14 and 21 of said Replat of Shevlin Riverfront on the northerly right-of-way of Bradbury Way; thence along said northerly right-of-way and the southerly line of said Lot 14, South  $85^{\circ}01'57''$  West, 15.66 feet to the True Point of Beginning; thence South  $85^{\circ}01'57''$  West, 28.50 feet; thence North  $04^{\circ}58'03''$  West, 16.26 feet to the beginning of a tangent 53.50 foot radius curve to the left; thence along said curve through a central angle of  $17^{\circ}06'20''$ , an arc length of 15.97 feet (the chord of which bears North  $13^{\circ}31'13''$  West, 15.91 feet); thence South  $85^{\circ}04'36''$  West, 23.28 feet to the beginning of a non-tangent 32.00 foot radius curve to the left; thence along said curve through a central angle of  $45^{\circ}31'26''$ , an arc length of 25.43 feet (the chord of which bears North  $57^{\circ}13'20''$  West, 24.76 feet) to the beginning of a reverse 238.00 foot radius curve to the right; thence along said curve through a central angle of  $17^{\circ}55'28''$ , an arc length of 74.46 feet (the chord of which bears North  $71^{\circ}01'19''$  West, 74.15 feet); thence South  $39^{\circ}35'28''$  West, 45.40 feet to the northeasterly right-of-way of Crowell Way; thence along said northeasterly right-of-way, North  $50^{\circ}24'32''$  West, 4.00 feet; thence leaving said northeasterly right-of-way, North  $39^{\circ}35'28''$  East, 44.61 feet to the beginning of a non-tangent 238.00 foot radius curve to the right; thence along said curve through a central angle of  $10^{\circ}40'09''$ , an arc length of 44.32 feet (the chord of which bears North  $55^{\circ}44'37''$  West, 44.25 feet); thence North  $50^{\circ}24'32''$  West, 94.23 feet; thence North  $20^{\circ}22'49''$  West, 26.44 feet; thence South  $58^{\circ}26'54''$  West, 6.32 feet to the



beginning of a non-tangent 83.50 foot radius curve to the right; thence along said curve through a central angle of  $48^{\circ}28'43''$ , an arc length of 70.65 feet (the chord of which bears North  $11^{\circ}25'59''$  West, 68.56 feet); thence South  $77^{\circ}11'37''$  East, 17.82 feet to the beginning of a tangent 3.00 foot radius curve to the left; thence along said curve through a central angle of  $115^{\circ}22'37''$ , an arc length of 6.04 feet (the chord of which bears North  $45^{\circ}07'04''$  East, 5.07 feet) to the beginning of a compound 10.00 foot radius curve to the left; thence along said curve through a central angle of  $47^{\circ}03'05''$ , an arc length of 8.21 feet (the chord of which bears North  $36^{\circ}05'47''$  West, 7.98 feet); thence North  $59^{\circ}37'19''$  West, 16.14 feet to the southeasterly right-of-way of Shevlin Hixon Drive and a point on a non-tangent 100.00 foot radius curve to the right; thence along said right-of-way and said curve through a central angle of  $13^{\circ}47'03''$ , an arc length of 24.06 feet (the chord of which bears North  $30^{\circ}22'41''$  East, 24.00 feet); thence leaving said right-of-way, South  $59^{\circ}37'19''$  East, 10.40 feet to the beginning of tangent 4.00 foot radius curve to the left; thence along said curve through a central angle of  $90^{\circ}00'00''$ , an arc length of 6.28 feet (the chord of which bears North  $75^{\circ}22'41''$  East, 5.66 feet); thence North  $30^{\circ}22'41''$  East, 22.00 feet; thence South  $59^{\circ}37'19''$  East, 16.03 feet to the beginning of a tangent 62.00 foot radius curve to the left; thence along said curve through a central angle of  $17^{\circ}22'57''$ , an arc length of 18.81 feet (the chord of which bears South  $68^{\circ}18'48''$  East, 18.74 feet); thence South  $77^{\circ}00'16''$  East, 119.15 feet to the beginning of a tangent 153.00 foot radius curve to the right; thence along said curve through a central angle of  $22^{\circ}51'05''$ , an arc length of 61.02 feet (the chord of which bears South  $65^{\circ}34'44''$  East, 60.62 feet); thence North  $37^{\circ}10'37''$  East, 45.99 feet to the southwesterly right-of-way of said Shevlin Hixon Drive; thence along said right-of-way, South  $53^{\circ}19'11''$  East, 4.00 feet; thence leaving said right-of-way, South  $37^{\circ}10'37''$  West, 45.99 feet to the beginning of a non-tangent 153.00 foot radius curve to the right; thence along said curve through a central angle of  $03^{\circ}39'00''$ , an arc length of 9.75 feet (the chord of which bears South  $50^{\circ}49'48''$  East, 9.75 feet); thence South  $49^{\circ}00'18''$  East, 97.86 feet to the beginning of a tangent 138.00 foot radius curve to the right; thence along said curve through a central angle of  $18^{\circ}43'11''$ , an arc length of 45.09 feet (the chord of which bears South  $39^{\circ}38'43''$  East, 44.89 feet) to the beginning of a reverse 10.33 foot radius curve to the left; thence along said curve through a central angle of  $50^{\circ}57'47''$ , an arc length of 9.19 feet (the chord of which bears South  $55^{\circ}46'01''$  East, 8.89 feet) to the beginning of a reverse 7.82 foot radius curve to the right; thence along said curve through a central angle of  $64^{\circ}27'17''$ , an arc length of 8.80 feet (the chord of which bears South  $49^{\circ}01'16''$  East, 8.34 feet) to the beginning of a reverse 4.25 foot radius curve to the left; thence along said curve through a central angle of  $85^{\circ}45'50''$ , an arc length of 6.36 feet (the chord of which bears South  $59^{\circ}40'32''$  East, 5.78 feet); thence North  $85^{\circ}01'57''$  East, 16.53 feet to the beginning of a tangent 45.50 foot radius curve to the left; thence along said curve through a central angle of  $08^{\circ}43'52''$ , an arc length of 6.93 feet (the chord of which bears North  $80^{\circ}40'01''$  East, 6.93 feet); thence North  $76^{\circ}18'05''$  East, 23.14 feet to said southwesterly right-of-way of Shevlin Hixon Drive and a point on a non-tangent 219.00 foot radius curve to the right; thence along said

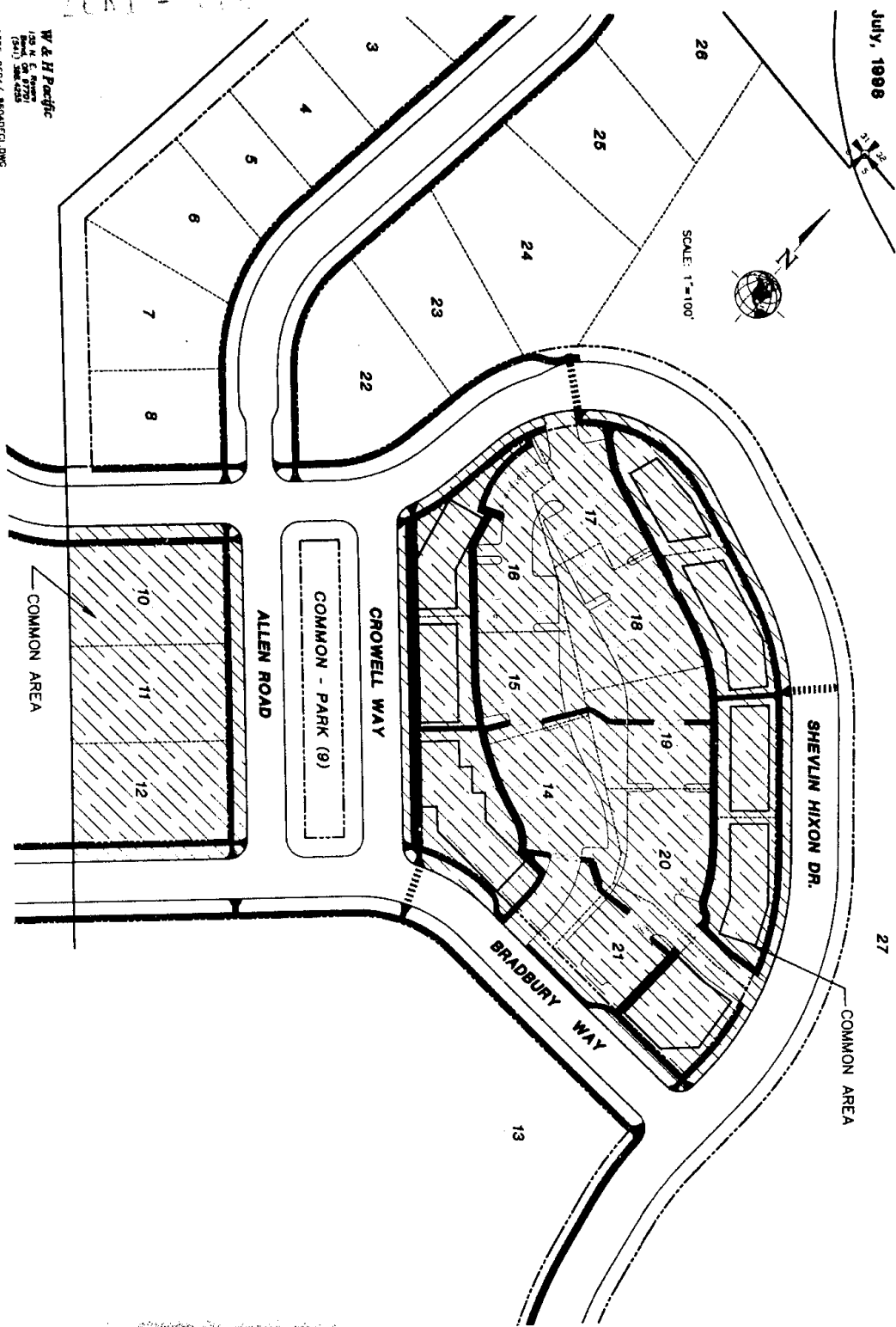
right-of-way and said curve through a central angle of  $07^{\circ}34'47''$ , an arc length of 28.97 feet (the chord of which bears South  $23^{\circ}49'44''$  East, 28.95 feet); thence leaving said right-of-way, South  $76^{\circ}18'05''$  West, 30.07 feet to the beginning of a tangent 50.00 foot radius curve to the right; thence along said curve through a central angle of  $08^{\circ}43'52''$ , an arc length of 7.62 feet (the chord of which bears South  $80^{\circ}40'01''$  West, 7.61 feet); thence South  $85^{\circ}01'57''$  West, 22.51 feet; thence South  $04^{\circ}58'03''$  East, 60.32 feet; thence South  $85^{\circ}01'57''$  West, 90.31 feet; thence South  $04^{\circ}58'03''$  East, 6.19 feet to the Point of Beginning.

# Shevlin RiverFront

Declaration Exhibit "C" - Common Areas

July, 1996

506 - 1490



W & H Pacific  
123 N. E. Street  
Portland, ME 04101  
1326-8604 / 8604001.DWG

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 AUG -6 PM12:13

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: T. Lee DEPUTY

NO. 98-34608 FEE 75  
DESCHUTES COUNTY OFFICIAL RECORDS