

CITY of LA GRANDE
Urban Renewal Agency Regular Session
Wednesday, May 3, 2023

[Immediately Following City Council Regular Session](#)

Council Chambers
La Grande City Hall
1000 Adams Avenue

AGENDA

The meeting will be available for viewing via the City's scheduled Charter Communications channel 180 immediately following the City Council meeting which begins at 6:00 p.m. on May 3, 2023, on the EO Alive website at <https://eoa.tv> or on the EO Alive.TV Facebook page at <https://www.facebook.com/EOAliveTV>.

1. WELCOME to the URBAN RENEWAL AGENCY REGULAR SESSION

- a. Call to Order
- b. Roll Call

- The Urban Renewal Agency will meet in Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

2. AGENDA APPROVAL

3. CONSENT AGENDA

The Consent Agenda includes routine items of business which may be approved by one Motion of the Agency. Any Agency Member so desiring may by request remove one or more items from the Consent Agenda for individual consideration under the Unfinished or New Business portion of the Agenda.

- a. **Consider:** Approving Regular Session Minutes; March 1, 2023

4. PUBLIC COMMENTS

Those individuals who wish to address the Agency in connection with any item which is printed on tonight's Agenda may do so during the time that item is under discussion by the Agency. Individuals wishing to speak to the Agency about non-Agenda items may do so during this Public Comments portion of the Agenda. Please print your name and address on the Public Comments Sign-in Sheet, located on the podium. When addressing the Agency, speak loudly and clearly into the Podium microphone, and state your name. Persons interested in providing virtual public comments shall contact City Staff at sstockhoff@cityoflagrande.org or by calling the City Recorder at (541) 962-1309 not later than 5:00 pm the day prior to meeting to make arrangements. In the event the Mayor does not announce a time limit for comments, each speaker is asked to confine their comments to three minutes in length, whether the comments are in-person or virtual.

5. PUBLIC HEARINGS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. **Consider:** Approving Third Amended and Restated CCR's for the La Grande Business and Technology Park [Stroke]
- b. **Consider:** Appointing Members of the Site Plan and Architectural Review Committee for the La Grande Business and Technology Park [Stroke]

8. DISTRICT MANAGER COMMENTS

9. AGENCY MEMBER COMMENTS

10. ADJOURN to EXECUTIVE SESSION

- a. The Agency will not reconvene

Stacey M. Stockhoff
City Recorder

CITY of LA GRANDE

URBAN RENEWAL AGENCY ACTION FORM

Agency Meeting Date: **May 3, 2023**

PRESENTER: **Robert A. Strobe, District Manager**

AGENCY ACTION: **CONSIDER CONSENT AGENDA**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Entertain Motion

Suggested Motion: I move we accept the Consent Agenda as presented.

OR

Suggested Motion: I move we accept the Consent Agenda as amended.

- 3. MAYOR: Invite Agency Discussion
- 4. MAYOR: Ask for the Vote

EXPLANATION: A Consent Agenda includes routine items of business with limited public interest, which may be approved by one Motion of the Agency. Any Agency Member may, by request, remove any item of business from the Consent Agenda.

- a. **Consider:** Approving Regular Session Minutes; March 1, 2023

Reviewed By: (Initial)

District Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

AGENCY ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

CITY OF LA GRANDE

Urban Renewal Agency Regular Session

March 1, 2023

Immediately following City Council Regular Session

Council Chambers
La Grande City Hall
1000 Adams Avenue

MINUTES

AGENCY MEMBERS PRESENT:

Justin B. Rock, *Mayor*
David Glabe, *Mayor Pro Tem*
Corrine Dutto, *Agency Member*
Nicole Howard, *Agency Member*
Mary Ann Miesner, *Agency Member*
Denise Wheeler, *Agency Member*

AGENCY MEMBERS ABSENT EXCUSED:

Molly King, *Agency Member*

STAFF PRESENT

Robert Strobe, *District Manager*
Hannah Lehner, *Assistant to the District Manager*
Stacey Stockhoff, *City Recorder*
Gary Bell, *Police Chief*
Timothy Bishop, *Economic Development Director*
Cari Markham, *Human Resources Specialist*

CALL TO ORDER/ROLL CALL/AGENDA APPROVAL

Mayor ROCK called this Regular Session of the Urban Renewal Agency to order at 7:30 p.m.; Roll Call was taken; and a quorum was determined to be present.

CONSENT AGENDA

- a. **Consider:** Approving Regular Session Minutes; February 1, 2023

The following Motion was introduced by HOWARD; DUTTO providing the Second:

MOTION: I move we accept the Consent Agenda as presented.

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, DUTTO, HOWARD, MIESNER, and WHEELER; No: None)

PUBLIC COMMENTS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- a. **Consider:** Approving Recommended Changes to Traded Sector Business Attraction Incentive Program

STAFF REPORT

Mayor ROCK requested the Staff Report.

Timothy BISHOP, *Economic Development Director*

BISHOP stated during the January 25, 2023, Urban Renewal Agency Retreat, the District Manager and Staff presented the opportunity to combine current funding for the Traded Sector Business Attraction Incentive Program and the Call For Projects (CFP) dedicated funding incentives into one larger, more flexible incentive program. The new program would be accessed on a case-by-case basis outside of the existing CFP funding cycle. This change required updating the Agency policies for both Traded Sector and CFP and created a new application process. The intent would be to combine the budgeted funds to provide a total of \$425,000 of available incentives in 2023.

BISHOP noted during the February 10, 2023, Urban Renewal Advisory Commission (URAC) Work Session, the URAC reviewed the current Traded Sector Policy and recommended revisions to establish a larger, combined incentive program. Following the Work Session with the URAC, additional revisions to the draft policy were made to update the job creation requirements in terms of wages and created the jobs to project cost matrix that would serve as the guidelines for funding amounts. Revisions to remove the Business Park from the CFP program were presented as a separate agenda item.

BISHOP outlined the draft Traded Sector/Business Park Call for Projects Business Attraction Incentive Program policy which retained the ability to award funding for traditional CFP projects at the Business Park, capped at \$100,000, as well as Traded Sector projects up to \$500,000, subject to available funding. The draft also included a proposed funding matrix for the Agency to use as a guideline in determining the amount of funding available based on individual project applications. If approved, a new application would be developed to implement the new program.

HOWARD expressed concerns pertaining to permanent job definition and job creation, questioning if the language would ensure future businesses create jobs having a positive impact to the community. STROPE conveyed the intent would be to focus on individual, salaried careers. Providing the example: if an opportunity for a million-dollar

project plan was presented, with the potential to create multiple jobs with qualifying eligibility, the City could then consider an individualized agreement in the form of a loan converting to a grant, requiring the organization to prove job maintenance over a specified time frame. HOWARD questioned if it was the intent of the matrix to offer project cost contribution minimum of twenty-five percent (25%) and maximum thirty percent (30%). STROPE confirmed one-third (1/3) to a two-third (2/3) minimum match, noting the matrix was valued in terms of job creation and confirmed it was not intentionally progressive. STROPE noted an additional change from the Traded Sector Policy was to include voting by Urban Renewal Advisory Commission (URAC) when approving projects.

DUTTO noted these funds have been sitting for an extended period of time; adding the matrix was clear and concise. DUTTO believed there was value to having URAC involved and would add an additional level of transparency.

GLABE requested updated language in the final version of the policy, to remove CD/DVD as an accepted format for submission. STROPE agreed Staff would correct the language.

PUBLIC COMMENTS

None

AGENCY DISCUSSION

None

MOTION

The following Motion was introduced by GLABE; MIESNER providing the Second:

MOTION: I move that the Agency amend the Traded Sector Business Attraction Incentive Program Policy to combine the Call For Projects funding dedicated to the Business Park with the Traded Sector Incentive into a new program as amended.

AGENCY DISCUSSION

None

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, DUTTO, HOWARD, MIESNER, and WHEELER; No: None)

b. Consider: Approving Recommended Changes to the Call for Projects Policy

STAFF REPORT

Mayor ROCK requested the Staff Report.

Timothy BISHOP, *Economic Development Director*

BISHOP stated during the January 25, 2023, Urban Renewal Agency Retreat, the District Manager and Staff discussed the desire to amend the Call For Projects (CFP) policy to

include combining the Business Park Call For Projects with the Traded Sector Incentive as a single larger and more flexible incentive, and removing the Business Parks projects combined incentive from the annual Call For Projects cycle. The draft also clarified the language around eligible use of funds related to interior improvements.

BISHOP noted the District Manager and Staff met with the Urban Renewal Advisory Commission (URAC) on February 10, 2023, and reviewed the current CFP policy. BISHOP outlined the Program highlighting the following areas: general criteria, allowed and prohibited funds and removing Business Park funding.

PUBLIC COMMENT

None

AGENCY DISCUSSION

None

MOTION

The following Motion was introduced by MIESNER; DUTTO providing the Second:

MOTION: I move that the Agency adopt the recommended changes to the Urban Renewal Call For Projects grant policy as recommended by the Urban Renewal Advisory Commission as presented.

AGENCY DISCUSSION

None

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, DUTTO, HOWARD, MIESNER, and WHEELER; No: None)

DISTRICT MANAGER COMMENTS

STROPE shared his gratitude for the URAC on the updated language, noting his excitement for future businesses.

AGENCY MEMBER COMMENTS

None

There being no further business to come before this Regular Session of the Agency, Mayor ROCK adjourned the meeting at 7:59 p.m.

ATTEST:

APPROVED:

Hannah Lehner
Assistant to the District Manager

Justin B. Rock
Mayor

APPROVED: _____

CITY of LA GRANDE

URBAN RENEWAL AGENCY ACTION FORM

Agency Meeting Date: **May 3, 2023**

PRESENTER: **Robert A. Strope, District Manager**

AGENCY ACTION: **APPROVING THIRD AMENDED AND RESTATED CC&R'S FOR THE LA GRANDE BUSINESS AND TECHNOLOGY PARK**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Invite Public Comments
- 3. MAYOR: Invite Agency Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that the Agency approve and authorize the Mayor to sign the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions, La Grande Business & Technology Park as presented.

- 5. MAYOR: Invite Additional Agency Discussion
- 6. MAYOR: Ask for the Vote

EXPLANATION: The attached Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions, (CC&Rs) La Grande Business & Technology Park reflect the removal of Union County Economic Development Corporation (UCEDC) from the CC&Rs. UCEDC sold their remaining properties to Larvik Commercial, LLC, and Ronald Larvik, President, has reviewed and signed the document. Under the current CC&Rs, any change requires consent of owners of 65% of the total votes and the consent of the City of La Grande Urban Renewal Agency so long as the Agency holds at least one vote. Larvik Commercial, LLC, owns more than 65% of the votes. The significant changes to the CC&Rs are the removal of UCEDC as a Co-Declarant and replacing UCEDC with the Agency with the authority to operate the Association until such time as the Owners Association is formed. The most significant roles the Agency undertakes in this capacity are enforcing the CC&Rs and appointing the Site Plan and Architectural Review Committee to review and approve plans for new construction at the Park. It would be the intent to appoint the District Manager and the Urban Renewal Advisory Commission to serve as voting members of this Committee, which will be done as a separate action. Once approved, the CC&Rs will be recorded and a copy provided to all current owners of property at the Park.

District Manager Strope recommends the Agency approve the revisions and authorize the Mayor to sign as presented.

Reviewed By: (Initial)

District Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

AGENCY ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____
Second Reading: _____
Effective Date: _____

~~THIRD~~~~SECOND~~ AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK

RECITALS

WHEREAS, the Union County Economic Development Corporation, the City of La Grande Urban Renewal Agency, and the Blue Mountain Humane Association did cause property they own individually to be surveyed and platted as the La Grande Business & Technology Park; and

WHEREAS, the subdivision plat the of the La Grande Business & Technology Park was filed with the Union County Clerk on 30 May 2006 and recorded in Plat Cabinet Number C816-817-818 Union County Court Records, Microfilm Number 20062548T; and

WHEREAS, the original filing of the subdivision plat of the La Grande Business & Technology Park did include and therein did execute and record certain Original Declaration of covenants of the La Grande Business & Technology Park as attested to by the Union County Economic Development Corporation and the City of La Grande Urban Renewal Agency, acting as Co-Declarants of said Original Declaration; and

WHEREAS, said Original Declaration was first amended on 20 October 2011 by the UCEDC Board of Directors and on 3 November 2011 by the City of La Grande Urban Renewal Agency to address uses permitted on certain Lots in the Park; and

WHEREAS, Co-Declarant Union County Economic Development Corporation (UCEDC) has sold all of the Corporation's holdings necessitating revisions to remove UCEDC's roles and responsibilities from the COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK; and

WHEREAS, remaining Co-Declarant and owners of at least sixty five percent (65%)s desire to amend the Original Declaration in order to modify various covenants, conditions and restrictions with respect to the La Grande Business & Technology Park as set forth in these CCRs; and

WHEREAS, in order to accomplish the foregoing, remaining Co-Declarants and ,as owners of at least sixty-five percent (65%) of the total land area within the La Grande Business & Technology Park and holders of at least sixty-five percent (65%) of the total votes in the Association created by the Original Declaration, desire to amend, restate and replace in its entirety the Original Declaration in accordance with Section C (3) (c) of the Original Declaration; and

WHEREAS, the Union County Economic Development Corporation Board of Directors did approve ~~these~~ SECOND AMENDED AND RESTATED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK on the 16th day of August, 2012; and

WHEREAS, the City of La Grande City Council and acting in the capacity of the Board of Directors for the City of La Grande Urban Renewal Agency did approve these SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK on the 4th day of October, 2012; ~~and~~;

DECLARATION

NOW, THEREFORE, Remaining Co-Declarants ~~and owners~~, for themselves, their successors and assigns, hereby declare that the Property be made subject to these CCRs, in the manner provided herein, and each part thereof shall, from the date the same becomes subject to these CCRs, be owned, held, transformed, conveyed, sold, leased, rented, used, hypothecated, encumbered, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, reservations, easements, rights-of-way, and other provisions set forth in these CCRs for the duration hereof, all of which shall run with the title of the Property and every part thereof and shall be binding upon all persons or entities possessing any interest in the Property and upon their heirs, person representatives, successors, and assigns, and shall inure to the benefit of each person or entity having any such interest in said Property or any part thereof.

ARTICLE 1 NAME AND LOCATION

1.1 Name. The name of the development is the La Grande Business & Technology Park.

1.2 Location. The Park is legally described as follows:

Located in Parcel 3 of MLP# 2005-011T and Parcel 1 and Parcel 2 of MLP# 1994-10 and in Parcel 2 of MLP# 2001-015 in the E ½ of the NW ¼ & the W ½ of the NE ¼ Section 16, Township 3 South, Range 38 East, of the Willamette Meridian, in Union County, Oregon and being more particularly described as follows:

Beginning at a point being S89 51' 32" E a distance of 2278.36 feet from the Northwest corner of Section 16 to a point established by MLP#2005-0011T, said point being the True Point of Beginning:

Thence: S 0° 43' 26" E a distance of 2314.90 feet to a 5/8" rebar;

Thence: S 89° 28' 26" E a distance of 618.75 feet to a 5/8" rebar;

Thence: S 0° 43' 26" E a distance of 346.31 feet to the center section line;

Thence: S 89° 54' 05" E a distance of 1096.92 feet to a 16th corner;

Thence: N 0° 42' 55" W a distance of 1640.24 feet to a 5/8" rebar located on US 30 south Right of Way line;

Thence: N48° 25' 31" W along said Right of Way a distance of 1474.40 feet to a 5/8" rebar;

Thence: S 0° 08' 28" W a distance of 429.04 feet to a 5/8" rebar;

Thence: N 89° 51' 32" W a distance of 571.70 feet to a 5/8" rebar;

Thence: N 0° 43' 26" W a distance of 477.59 feet to a computed point;

Thence: N 89° 51' 32" W a distance of 47.00 feet to the True Point of Beginning.

Said parcel containing 80.28 acres.

ARTICLE 2
PURPOSE

The purpose of these protective Covenants, Conditions and Restrictions (hereinafter CCRs) is to insure proper use, development and maintenance of each Lot within the La Grande Business & Technology Park (hereinafter Park) as well as to the Common Property, and improvements thereon, of the Park; to protect the environment; to guard against the erection of improper, unsuitable structures and uses; to protect the health and safety of the general public; and to attract quality jobs at a wage above the current average wage of all jobs in Union County, as published annually by the State of Oregon.

ARTICLE 3
EXCLUSIONS AND EXCEPTIONS

3.1 Lot 20. Lot 20, as described on the subdivision Plat for the Property, having been excluded from the provisions of the Original Declaration, is hereby excluded from any and all of the La Grande Business & Technology Park CCRs and all subsequent amendments thereto, as set forth in this amended and restated Declaration and further shall not pay any association dues and shall not have voting rights in the Association. Lot 20 shall be excluded from calculations for percentage of ownership and for establishment of assessments pursuant to Article 6 herein.

3.2 Lot 3. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 3, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 3 shall comply fully with the second amended CCRs, and all subsequent amendments thereto.

3.3 Lot 6. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 6, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 6 shall comply fully with these second amended CCRs, and all subsequent amendments thereto.

3.4 Lot 17 and 18. -Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 17 and 18, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 17 and 18 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

~~Lot 17, as described on the Plat of the Park, shall comply fully with these CCRs, as set forth in these CCRs, and all subsequent amendments thereto at the time the lot is developed with the exception that the project construction timeline contained in Section 8.6 will commence upon transfer or sale of the property by the EOU Foundation or upon submission of a request for site plan approval, whichever occurs first.~~

3.5 Lot 5. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 5, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 5 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

3.6 Lot 11. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 11, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 11 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

ARTICLE 4 DEFINITIONS

“Association” shall mean the La Grande Business & Technology Park Association.

“Board of Directors” shall mean the elected Board of Directors of the Owners Association.

“Remaining Co-Declarants” shall mean the City of La Grande Urban Renewal District ~~and the Union County Economic Development Corporation~~, or their successor, ~~both singularly and jointly~~.

“Common Expenses” are all costs and reserves incurred or required by the Association in connection with its existence and operation, in connection with its exercising all rights and responsibilities related to the Common Property, and all other costs and expenses lawfully incurred by the Association.

“Common Property” shall mean those portions of the Park previously or hereinafter conveyed by the Co-Declarants to the Owners Association and which are intended to be devoted to the common benefit, use and enjoyment of the Owners of all of the Lots, including but in no way limited to, parks, plazas, retention ponds, drainage ways, signs, landscaped areas, and other common facilities and structures.

“Improvements” shall mean and include, but shall not in any way be limited to, buildings, parking areas, driveways, ramps, loading areas, mechanical equipment, window coverings visible from streets or other Lots, signs, utilities, fences, antennae, walls, lawns screens landscaping, berming, hedges, trees, mass plantings, poles, grading changes, walkways, lighting, drainage structures, trash and waste receptacles and enclosures and any other physical structures or changes of any type or kind made to or upon any land within the Park.

“Lot” shall mean any plot of land within the Park and so designated on the Plat of the Park as filed or subsequently created by division of or recombination of any existing Lots, which is intended to be used as a site of construction of one or more buildings or building Improvements, excluding any portion of the Common Property as defined herein.

“Mortgage” means any mortgage deed, deed of trust, or other security instrument creating a lean against any lot and any grantee, beneficiary, or assignee of a mortgage.

“Original Declaration” means the La Grande Business Park Property Covenants and Restrictions as filed with the Park Plat on 20 May 2006 and all subsequent amendments thereto as recorded with the Union County Clerk’s Office.

“Owner” means the recorded owner, whether one or more persons or entities, of fee simple title to any Lot in the Park as shown in the official records of Union County, Oregon.

“Park” shall mean the La Grande Business & Technology Park or, alternatively, the La Grande Business Park.

“Property” shall mean the entirety of land as included within and defined as the La Grande Business & Technology Park by the subdivision plat filed with Union County, Oregon. Lot 20, as defined on the Park Plat, shall not be included as part of the Property as defined herein.

“Site Plan Review Committee” shall mean the Site Plan and Architectural Review Committee, a committee that may be appointed by the Association with responsibility for review and approval of site plans.

ARTICLE 5
RIGHTS RESERVED BY REMAINING CO--DECLARANTS

5.1 Rights Reserved. Nothing in these CCRs shall be understood or construed to:

5.1.1 Prevent the Remaining Co-Declarants, their contractors, or subcontractors from doing to the Property whatever is reasonably necessary or advisable in connection with completion of all improvements related to streets and utilities; or

5.1.2 Prevent the Remaining Co-Declarants from placing and maintaining such sign or signs on any part of the Property owned by the Remaining Co-Declarants or specifically consented by an Owner to the Remaining Co-Declarants, as may be necessary for the sale, lease, or disposition thereof, provided, however, the placement and maintenance of any such sign or signs shall not unreasonably interfere with the use by the Owner of any Lot.

5.2 Assignment by Remaining Co-Declarants. Any or all rights and obligations of the Remaining Co-Declarants set forth in these CCRs or the Bylaws of the Association, may be transferred or assigned in whole or in part to another person. Such Person will then assume the position of the Remaining Co-Declarant pertaining to the particular rights, powers, easements and reservations assigned, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Remaining Co-Declarant has under these CCRs or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument.

ARTICLE 6
OWNERS ASSOCIATION AND ASSESSMENTS

6.1 Owners Association. There is hereby established the Owners Association for the La Grande Business & Technology Park, hereinafter Association.

6.2 Organization. The Association shall reorganize as a separate entity under the laws of the State of Oregon for governance purposes at such time as the Association deems appropriate to conduct business. Until such reorganization occurs the Association shall operate under the authority of the City of La Grande Urban Renewal Agency. ~~Union County Economic Development Corporation as empowered by Union County and the City of La Grande.~~

6.3 Duties and Responsibilities. For the mutual benefit of the owners, the Association shall have duties that include but are not limited to:

- 6.3.1 Take such action to enforce these restrictive covenants,
- 6.3.2 Maintain and manage all common property, if any,
- 6.3.3 Establishment and assessment of annual dues,
- 6.3.4 Any business activity as deemed necessary by the Association; and
- 6.3.5 Review and approval of development plans prior to construction.

6.4 Membership. Every Owner of a Lot in the Park shall be a member of the Association and shall remain a member thereof until such time as his ownership of his Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot. Lot 20 shall be excluded from membership in the Association.

6.5 Transfer. An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Lot and then only to the grantee or mortgagee of such Lot.

6.6 Voting Rights. Each tax lot one acre or less shall be entitled to one (1) vote in the Association. Each tax lot more than one acre shall receive one (1) vote per full acre. No tax lot shall receive more than four (4) votes in the La Grande Business & Technology Park. For voting purposes, a quorum of the Association shall consist of representation at the meeting of more than fifty percent (50%) of the total area of land within the Park. Representation shall include valid proxies pursuant to Section 6.8. Lot 20 shall be excluded from the calculation of ownership within the Park. Decisions of the Association shall be by majority vote cast at any meeting provided a quorum is represented.

6.7 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the votes relating to such Lot shall be exercised as a singular voting unit. In no event shall the votes with respect to any Lot be cast fractionally or separately by

different Owners. Votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

6.8 Proxies. A vote may be cast pursuant to a proxy duly executed by an Owner in a format as specified by the Association. Subject to the provisions of Section 6.7, if a Lot is owned by more than one person or entity, each such person or entity may vote as to how the Lot's vote is to be cast, object to notice, or register protest to the casting of votes by other persons or entities comprising Owner through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting. A proxy is void if it is not dated or purports to be revocable without notice. A proxy must be dated and shall terminate eleven (11) months after its date unless it expressly provides otherwise.

6.9 Suspension of Voting Rights. The Association shall suspend the voting rights of any Owner for any period during which any assessment against his Lot remains past due and unpaid and/or for any period that he is either causing or permitting any infraction of these CCRs.

6.10 By-laws. The Association may establish its own By-laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting.

6.11 Limitation of Liability. No manager or member of the Board of Directors, hereinafter "Board," acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, or any committee of the Board, or the manager.

6.12 Common Property

6.12.1 The Association shall be responsible for the care and maintenance of any Common Property and improvements thereon within the Park.

6.12.2 Any damage to Common Property and improvements thereon caused by any Owner and/or their agents, guests, or invitees must be repaired by the Owner as soon as possible after such damage is discovered. Upon discovery of the damage, the Association shall provide written notice to the owner requesting the damage be repaired. If the owner does not believe they were responsible for the damage, they must notify the Association Board in writing within fifteen days of receipt of the initial notice. Such notice will trigger the process described in 6.12.2.1 below. In the event of failure of the Owner to make such repairs or submit notice disputing responsibility after minimum fifteen (15) days from receipt of written notice from the Association, the Association may make such repairs and the expense of such repair shall be borne by the Owner. The Association shall have the right, privilege, license to cause such repair and maintenance

to be performed and charge the Owner of said Lot the cost of such repair and maintenance plus an administrative fee of fifteen percent (15%) of such cost. Such cost shall be treated as an operating expense.

6.12.2.1 Disputes regarding damage to common property shall be heard by the Association Board provided the owner complies with the fifteen (15) day notice requirement above. The owner shall include in their notice any supporting evidence or information regarding their assertion that they are not responsible for the damage. At the hearing, the Association Board will consider all information regarding the damage and attempt to resolve the matter to the satisfaction of all parties. The decision of the Association Board will be considered final.

6.12.3 The Association's maintenance and repair of Common Property and improvements thereon shall include, without limitation:

6.12.3.1 Cleaning, maintenance and re-lamping of any external lighting fixtures, except such fixtures that are the property of a utility,

6.12.3.2 Maintenance of landscaping, including trimming, watering and fertilization of grass, ground cover, decorative plantings, shrubs, trees, removal of dead or waste material and replacement of dead or diseased grass, groundcover, decorative plantings, shrubs or trees,

6.12.3.3 Removal of rubbish,

6.12.3.4 Cleaning, maintenance and repair of all storm water management areas and systems not otherwise located upon a Lot privately owned.

6.12.4 The Association's maintenance and repair of Common Property and improvements thereon shall exclude:

6.12.4.1 Maintenance of the public owned streets,

6.12.4.2 Maintenance and repair of sidewalks and driveway aprons as all sidewalks and driveway aprons shall be the responsibility of the abutting Lot Owner.

6.12.5 Insurance.

6.12.5.1 The Association shall at all times maintain or cause to be maintained continuously in force such public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on or about, or by reason of activities within, the Common Property of the Park as may be necessary. The cost of said insurance shall be included in the assessment to Owners pursuant to Section 6.13 herein.

6.12.5.2 The Association shall at all times maintain or cause to be maintained in continuously in force casualty insurance related to the Common Property to provide for insurance against the perils of fire, lightning, hail, explosion, riot, damage from vehicles, smoke damage, water damage, theft, vandalism malicious mischief, and other perils typically included in “extended coverage”, as may be deemed necessary. The cost of said insurance shall be included in the assessment to Owners pursuant to Article 6.13 herein.

6.12.6 Each Owner shall be obligated to pay, before delinquency, all taxes on the Lot(s) owned by Owner including taxes on those portions of such Lot located within common maintenance areas.

6.13 Assessments.

6.13.1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of patent, deed or other conveyance, whether expressed or not, covenants and agrees to pay to the Association, assessments, including charges and interest, costs of collection and reasonable attorney’s fees, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent.

6.13.2 Purpose. The assessment levied by the Association shall be used by the Association only for Common Expenses of the Property including, but not limited to governmental fees, costs of accounting, sending bills, insurance premiums and deductibles, acquisitions, maintenance, repair and operation of common property and other facilities and improvements beneficial generally to the Property, the payment of taxes on common property and insurance thereon maintained by the Association, and the establishment of a reserve account for repair, maintenance and replacement of Common Property which must be replaced on a periodic basis, and costs of enforcement of the CCRs.

6.13.3 Rate. Assessments shall be fixed on a pro rata basis for all Lots based on the size of the Lots.

6.13.4 Date of Commencement. The assessment due dates shall be established by the Association.

6.13.5 Roster. The Association shall prepare and maintain a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Association, which shall record payments of assessments and shall allow inspection of the roster by any Owner or member at reasonable times.

6.13.6 Accounting Year. Unless and until the Association determines otherwise, the Association accounting year shall commence on July 1 of each year.

6.13.7 Budget. Within fifty (50) but not less than fourteen (14) days prior to the commencement of the accounting year, the Association shall adopt an operating budget for the coming fiscal year which shall provide for all Common Expenses, which shall state the total annual assessment required to meet such budget, and which shall state the allocated assessments for each Lot.

6.13.8 Certificate of Paid Assessment. The Association shall, upon request and verification, and for a reasonable charge, furnish a certificate signed by an officer of the Owners Association Board of Directors setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

6.13.9 Non-payment. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest until paid from the due date at the interest rate set annually by the Association at the same time as the annual assessment is determined. In addition, a late fee in an amount established by the Association, but not less than \$50, shall be imposed. In the event any Owner shall be delinquent for greater than ninety (90) days, the Association may record said delinquent payment as a lien against said Lot. The Association may bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, and may foreclose the lien against the Owner's Lot in accordance with the laws of the State of Oregon applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or may restrict, limit, or totally terminate all services performed by the Association on behalf of the delinquent Owner. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assignments provided for herein by non-use of the common property or by abandonment of the Lot.

6.13.10 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE 7
GENERAL CONDITIONS, PERMITTED USES, AND REGULATION OF
IMPROVEMENTS

7.1 General Conditions. No improvements shall be constructed, erected, placed, altered, or permitted on any portion of any Lot until plans and specifications therefor have been reviewed and approved by the Association, as set forth in Article 8 of these CCRs. No noxious, illegal, hazardous, dangerous or offensive trade, services or activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners, tenants or occupants of any other portion of the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, heat, vibration, gasses, vapors, chemicals, radiation, dust, liquid waste, smoke or noise

7.2 Permitted Uses. The City of La Grande Land Development Code governs land use at the Park. In cases where the City's Land Development Code conflicts with this document, the more restrictive shall govern. Under no circumstances shall any land use prohibited by the City of La Grande Land Development Code be permitted within the Park. All property within the La Grande Business & Technology Park is zoned Business Park (BP) as defined in the City of La Grande Land Development Code and subsequent amendments to the Land Development Code. Subject to the prior approval of the Association in each particular case, the uses allowed to be made of any Lot in the Park are as follows:

7.2.1 Lots 1-10, 17-19. The following uses are permitted for Lots 1-10 and 17-19. For uses not specified below, if the use is similar to those listed, as solely determined by the Association, the use shall be permitted provided the use is allowable under the City of La Grande Land Development Code for the Park:

7.2.1.1 Accessory Uses – Food or Drink Service Providers or Personal Service Providers That Are Built as an Integral Part of the Main Use

7.2.1.2 Building Maintenance Services – Janitorial, Landscape Maintenance, or Window Cleaning Services

7.2.1.3 Business Equipment Sales and Services – Office Equipment and Supply Firms, Small Business Machine Shops or Hotel Equipment and Supply Firms

7.2.1.4 Business Support Services – Secretarial Services, Telephone Answering Services, or Blueprint Services

7.2.1.5 Public Safety Buildings, Commercial, Government, and Not for Profit Administrative and Professional Services – Administrative Offices, Legal Offices, Architectural, Engineering, Surveying, or Consulting Firms

7.2.1.6 Custom Manufacturing – Such as, But Not Limited to Ceramic Studios, Candle-Making Shops or Custom Jewelry Manufacture

7.2.1.7 Essential Services – Streets, Roads, Alleys, Public Rights-Of-Way, Pipelines, Power Lines, Distribution Feeders and Poles

7.2.1.8 Financial, Insurance and Real Estate Services – Banks, Insurance Agencies, Real Estate Appraisal, or Real Estate Firms

7.2.1.9 Medical Services – Dental Laboratories or Health Maintenance Organizations

7.2.1.10 Research Services – Governmental, Educational, Public or Non-Profit Uses Dedicated to Pure or Applied Scientific Discovery such as: Electronics Research Laboratories, Space Research and Development Firms, Material Testing Labs, Research Labs,

7.2.2 Lots 11-16, 21-26. Any allowable use specified under the City of La Grande Land Development Code and all subsequent amendments thereto.

7.3 Temporary Uses. No temporary structure, tent, or trailer of any kind shall be placed or erected upon any Lot without the review and approval of the Association. Any builder employed to construct improvements on a Lot may conduct its construction operations and activities on the Lot and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue, and complete such construction operations. This shall specifically include, but not be limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment, provided all such construction operations and storage shall be confined solely to the boundaries of the Lot upon which the construction is occurring and shall be removed prior to issuance of an occupancy permit or within 14 days of the completion of the Improvements on the Lot as permitted by the Association.

7.4 Lot Division, Combination, and Lot Line Adjustment.

7.4.1 No Lot created by the Plat of the Park, may be further divided, subdivided, altered by lot line adjustment or a fractional portion thereof sold or conveyed so as to be held in divided ownership, nor may any Lot be combined with any other Lot, without prior review and approval of the Association. Requests for consent to divide, subdivide, alter by lot line adjustment any Lot or consolidate two or more lots shall be filed with the Association and considered only in conjunction with a proposed development for each revised or new lot pursuant to the timeline for development as set forth in Section 8.6 or as part of a recapture of land as described in Article 12. Approval of any request to divide, subdivide, alter by lot line adjustment or consolidate two or more Lots as created by the Plat shall not abrogate any requirement for review and approval by the City of La Grande or any other applicable authority. The foregoing shall not apply to, or be deemed to limit or restrict, the division, subdivision or recombination of any portion of the Property owned by Co-Declarants.

7.4.2 Lots 1-10, 17-19 shall not be further subdivided, including lot line adjustments, without the advance written permission of the Association, such permission shall be conditioned on an approved development plan that includes development within the site improvement timelines contained herein. All other lots may be subdivided provided the minimum lot size shall be one acre for all property so divided subject to the provisions in this Article.

7.5 Architectural and Design Controls. It is the intent of these provisions that all structures shall be designed and constructed in such a manner as to provide aesthetically pleasing and harmonious overall development of the Park. All faces of all buildings must be kept in good repair and appearance at all times. All buildings must be of approved construction in conformance with all federal, state and local building codes. Pole buildings are not permitted within the Park. The front of all buildings must face the street. The front of the building for corner lots will be the side of the building facing the street which corresponds with the address for the property as selected by the property owner as part of the City of La Grande's permitting process.

7.5.1 Lots 1-10, 17-19: The front of all buildings must be complemented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. All other external siding materials shall be brick, masonry, stone, shingles, or wood siding or materials that have the appearance of the foregoing materials subject to Association approval. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.5.2 Lots 11-16 and 21-26:

7.5.2.1 For lots with a single building, the building must be complemented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. All other external siding materials shall be brick, masonry, stone, singles, or wood siding or materials that have the appearance of the foregoing materials subject to Association approval. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.5.2.2 For lots developed with multiple buildings, all buildings must have the same materials used for roofing and siding. The front of primary office building or the building serving as the primary entry point for the public, typically the building closest to the street, must be complimented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.6 External Building Structures, Radio/Television Antennae, Satellite Dishes, Telephone/Receiving Devices and Electrical Devices. No heating, air conditioning, electrical or other equipment, but not including plumbing or exhaust vents, or chimneys, shall be installed on the roof of any building or structure or hung on exterior walls unless the same are screened by screening which is at least twelve (12) inches above the materials being screened, covered and installed in a manner which shall first have been approved in writing by the Association. Equipment at grade when located on the ground adjacent to a building shall be screened from the view of the street or surrounding properties by landscaping, a wall, or fencing. Notwithstanding the foregoing, solar energy collectors or panels may be installed on the roof of any building or structure or in any other exposed locations, if approved by the Association. No exterior television antenna, radio antenna, satellite transmitting or receiving devices, telephone transmitting or receiving devices, associated towers or similar items shall be placed or maintained on any portion of the Property without the express written consent of the Association. No electronic devices or systems causing electrical interference with telephone, radio, satellite, television, or similar receivers within the Park shall be permitted.

7.7 Fences, Hedges and Walls. Portions of the property used for vehicle, equipment, and/or materials storage shall be screened from view using fencing, walls, or hedges, as approved by the Association.

7.8 Landscaping.

7.8.1 The purpose of a landscaping plan is to identify the placement and type of plant materials as features of project design. By detailing the plantings and method of irrigation proposed, landscaping plans provide an effective means for evaluating whether chosen plant materials will survive in the climate and soils of a given site; satisfy the functional objectives of landscaping (such as erosion control, screening and shade) within a reasonable time; provide a reasonable efficiency of water use; and whether plantings will ensure safe pedestrian and auto traffic circulation.

7.8.2 Landscaping Plan Review. Landscaping plans shall accompany all applications for Site Plan approval and shall be reviewed by the Association as a component of the Site Plan Approval Process. Where the landscaping requirements contained in these CCRs are in conflict with the City of La Grande's Land Development Code the more restrictive requirement shall govern.

7.8.2.1 Landscaping Plan Content - Landscaping plans shall be neatly and accurately drawn, at an appropriate scale which will enable ready identification and recognition of information submitted. Where a project covers only a portion of a site, the landscaping plan need show only the areas where existing soil contours and vegetation will be disturbed by construction or use, or other areas where landscaping is required. Landscaping plans are to show a minimum of the following elements:

7.8.2.1.1 Property and lot boundaries and right-of-ways.

7.8.2.1.2 The location of all trees existing in or within fifty feet (50') of areas proposed for grading or other construction. Trees to be removed are to be identified. The method of protecting trees to be retained shall be indicated.

7.8.2.1.3 Structures and impervious surfaces.

7.8.2.1.4 Plant material and locations whether existing or to be planted. A schedule listing the common and botanical names of plants will be required. Substitution of plants with similar form and function will be allowed as approved by the Association.

7.8.2.1.5 Details and location of proposed fencing, entries, parking and circulation provisions, trash collection areas, and free-standing signs.

7.8.2.1.6 Walkways, plazas and sitting areas, play areas, including related street furniture and permanent outdoor equipment.

7.8.2.1.7 Location and style of outdoor light fixtures.

7.8.2.1.8 Irrigation system.

7.8.3 Standards For Landscaping. Landscaping shall conform to the following standards:

7.8.3.1 Developed Site Area. For purposes of this Article, "Developed Site Area" shall be defined as the square footage of the area indicated on the plot plan. At a minimum, the area indicated on the plot plan shall include the area required for parking, ingress and egress, setback areas, and other areas which may be required as a condition of site plan approval, which are part of the ownership.

7.8.3.2 Minimum Area Requirement. New Construction and Additions representing greater than fifty percent (50%) of the primary structure shall provide landscaping as follows: Lots 1-10 and 17-19 regardless of use, ten percent (10%) of the developed site area; Commercial and Civic Use types, ten percent (10%) of the developed site area; Industrial Use Types - Five percent (5%) of the developed site area.

7.8.3.3 All open areas not used for parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planting covers.

7.8.3.4 Landscaping may also include art work, walls, structural features and fences.

7.8.3.5 Landscaping areas shall include live plant coverage, at occupancy, equal to or greater than fifty percent (50%) of each landscape area.

7.8.3.6 Allowable Materials. Landscaping shall include some combination of the following materials, where appropriate, to achieve the intended or required purpose of the landscaping (e.g. screening, etc.): Trees, shrubs, ground cover, vines, flowers or lawns.

7.8.3.7 Wherever trees are required, the following minimum standards shall apply.

7.8.3.7.1 Evergreen trees shall be a minimum height of five feet (5') at the time of planting.

7.8.3.7.2 Deciduous trees shall be a minimum height of ten feet (10') at the time of planting.

7.8.3.7.3 Trees shall be a minimum of fifteen (15) gallons and/or one and one quarter inch (1¼") caliper.

7.8.3.7.4 Trees within designated planting areas located in public right-of-ways shall conform to the City Street Tree Planting Guide.

7.8.3.8 Perimeter Landscaping. For industrial, commercial and civic use types, an average six foot (6') wide landscaped area must be located along building perimeters, which are viewable by the general public from parking lots or the public right-of-way. Loading areas, bicycle parking areas, and pedestrian entries or exits are excluded from this requirement.

7.8.3.9 Excluded Materials. Landscaping proposed to satisfy the Park requirements shall not include plant materials which have root structures or branching habits which in their mature state may damage or interfere with the normal use of existing public or private under- or above-ground electrical lines, cables, or conduits, pipes or other utilities; or public or private sidewalks, curbs, gutters or paved parking and turn-around areas, drainage improvements, or adjacent structures, foundations, or landscape materials.

7.8.4 Installation And Maintenance.

7.8.4.1 Installation. All landscaping shall be undertaken and completed in accordance with such approved landscape plan and said plan may not be altered, amended, revised without submitting a revised landscape plan for review and approval by the Association. All required landscaping shall be installed prior to occupancy. Extensions of time may be granted by the Association provided the

City of La Grande has also granted an extension to the requirements to complete the required work. Additionally, the Association may require, as a condition to its approval of any proposed landscape plan or amendment thereto, that the Owner provide a letter of credit, corporate surety bond or other security, in form and substance acceptable to the Association, to secure such Owner's obligation to complete the proposed landscaping improvements in accordance with approved landscaping plan. Such an assurance is required for extensions granted under this Section.

7.8.4.2 Maintenance. All required planting shall be maintained by the owner in good condition, and in any case where a required planting has not survived, shall be replaced as soon as is practical with new plant materials similar to those which died.

7.8.4.3 Irrigation. An automated irrigation system shall be installed to ensure that all grass, trees, shrubs, and other vegetation shall be kept watered in dry weather and in good appearance at all times. All grass shall be cut as necessary to maintain an attractive appearance. This includes the right of way area between the curb and sidewalk.

7.9 Lighting. Lighting shall be of a type and installation such that no direct glare is viewed from adjoining properties both in an out of the Park and shall be in compliance with the specific requirements set forth in the guidelines. All exterior lighting shall conform to the approved lighting plan reviewed and approved by the Association. Light poles shall not exceed a height of twenty-five feet (25'). Cut-off fixtures shall be used. Average horizontal illumination levels on the ground and average illumination levels on a vertical surface shall not exceed 1.5 Foot Candles as demonstrated by a photometric report.

7.10 Storage Areas. All material or products stored outside shall be screened from view from the street and neighboring properties with solid fencing or landscape hedge. No materials, supplies, goods, articles, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any portion of a Lot without the prior approval of the Association. Vehicles and trailers used as part of the business may be stored on site, however, no personal vehicles, trailers, recreational vehicles, campers, or boats shall be stored on the property regardless of ownership. All such outside storage areas permitted and all waste and rubbish storage facilities shall be within an enclosed area, properly screened, and shall have an all-weather surface. No materials or wastes shall be deposited upon any portion of the Lot in such a form or manner that same may be moved by natural causes or forces. No hazardous or toxic substances of any kind or nature, including without limitation toxic and hazardous substances subject to local, state and federal statutes and regulations, shall be generated, stored, disposed of, released or used anywhere on the Lot except in strict accordance with all applicable local, state and federal laws, regulations, and requirements.

7.11 Mineral Exploration. No portion of the Property including, without limitation, any area within a Lot, shall be used to explore for or to remove any water, soil, sand, gravel, hydrocarbons, or other mineral of any kind.

7.12 Parking, Off-street and Loading Areas.

7.12.1 On-Street Parking. No parking shall be permitted on any street within the Park.

7.12.2 Adequate off-street parking shall be provided by each Owner and tenant for employees, customers and visitors.

7.12.3 All off-street parking areas, access drives and loading areas shall be paved and properly graded to assure proper drainage.

7.12.4 Vehicles or equipment in the process of repair and/or maintenance cannot be stored/parked in the parking area, but must be removed to a proper repair/maintenance facility. Vehicle maintenance is not allowed in the parking area.

7.12.5 Loading Areas. Adequate off-street loading and maneuvering areas, if necessary, shall be provided for each building located on a Lot and all loading and servicing docks and bays shall be designed as an integral part of the building architecture. Truck loading and receiving areas shall not be permitted in the front yard of a Lot without the prior written consent of the Association. Screening must be provided between any truck loading, receiving, service or similar areas and any street.

7.13 Signs.

7.13.1 No sign shall be erected or maintained on the Property except in conformity with the following:

7.13.1.1 All signs erected or maintained on the Property shall be subject to approval the Association.

7.13.1.2 One freestanding, monument ground type sign per business shall be permitted. The sign shall not exceed an area of eighty [80] square feet or a height of ten [10] feet and shall be no closer than ten [10] feet to any property line.

7.13.1.3 Freestanding signs shall be no closer than eighty [80] feet to another freestanding sign.

7.13.1.4 All signs attached to the building shall be surface mounted. Only one (1) exterior wall sign per business shall be allowed covering no more ten [10] percent of the wall area with the sign not extending above the structure's roof line.

7.13.1.5 Signs shall not be painted directly on the outside wall of a building, nor are they permitted to be painted on a fence, tree, stone or other similar object.

7.13.1.6 Offices, warehouses and other buildings with multiple businesses may construct a comprehensive sign which must receive prior approval from the Association.

7.13.1.7 Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold therein.

7.13.1.8 Motion signs, roof signs, billboard signs, projecting signs and flashing signs are not permitted.

7.13.1.9 Signs may be illuminated subject to the approval of the Association.

7.13.1.10 No sign shall contain any indecent or offensive picture or written matter.

7.13.1.11 Window signs painted on, attached to, or placed upon glass surfaces of windows or doors of a building intended for viewing from the exterior of the building shall not exceed fifty percent (50%) of the total window area in which they are displayed.

7.13.1.12 One (1) construction sign denoting the architects, engineers, contractors and other related subjects shall be allowed upon the commencement of construction and shall be removed upon occupancy and/or use of the improvements.

7.13.1.13 Temporary real estate for sale or for lease signs shall be allowed. Said signs shall not exceed sixteen (16) square feet in area.

7.14 Utilities. All utility connections, including all electrical and telephone connections and installations of wires to buildings, and all pipes, conduits, cables and lines shall be installed underground from the nearest available source, except that during the construction of a building structure, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. Not transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the property and where placed on the surface shall be adequately screened and fenced as determined during the site plan and architectural review. No cesspools, septic tanks, or sewage treatment facilities shall be maintained on any property within the Park.

7.15 Vehicular Access and Circulation. No ingress or egress across any lot line as established by the Park Plat, or subsequent lot lines created by the division, combination or lot line adjustment of a Lot line pursuant to Section 7.4, by means of a public or private street, easement, or by permission of any Lot Owner shall be permitted unless approved in writing by the Association.

ARTICLE 8 SITE PLAN AND ARCHITECTURAL REVIEW

8.1 Controlling Regulation. Property is zoned Business Park by the City of La Grande. Development in the Park will conform to all covenants, conditions and restrictions set forth herein. Additionally, development will also conform to the applicable provisions of the City of La Grande Land Development Code. In those cases where these CCRs conflict with the City of La Grande Land Development Code, the more restrictive standard shall apply.

The Association shall review all plans and specifications submitted within a reasonable time and shall promptly notify the Owner if the submission is incomplete or if additional information is required in writing.

8.2 Site Plan and Architectural Review Committee. The Association may appoint a Site Plan and Architectural Review Committee to be known as the Site Plan Review Committee consisting of not less than five members to review site plans for compliance with the Park standards. Should such a committee be formed, their decisions may be appealed to the Owners Association Board of Directors provided such appeal is made in writing within ten (10) business days of the Committee's final written decision. For the purposes of these CCRs, should the Association appoint a Site Plan Review Committee references to the Association in Articles 7 and 8 shall mean the Site Plan Review Committee.

8.3 Architectural Control and Appearances. No landscaping, building, including accessory or addition may be constructed or placed on any Lot, and no alteration or refurbishing of the exterior of any building shall be performed, unless complete plans and specifications thereof have first been submitted to and approved by the Association.

8.4 Required Plans, Specifications, and Submittal Documents. The Association shall determine whether the plans and specifications and other information submitted by an Owner or Owner's authorized agent for review and approval comply with the standards contained in these CCRs. The required documents shall be identified in an administrative policy approved the Board and incorporated with this document by this reference. Said policy shall include the number of plan sets to be submitted for review with the size, scale and format of said plans. Upon receipt, all submissions shall be dated stamped with the date and time of receipt. The applicant shall be notified, in writing, of the date upon which the Association has deemed the proposed plans and specifications acceptable for review.

8.4.1 Plans and Specifications. Notwithstanding the site plan review requirements of the City of La Grande Land Development Code, construction plans and specifications to be submitted by the Owner to the Association, at such owner's expense, shall include the following, and shall be submitted in writing over the signature of the Owner or Owner's authorized agent:

8.4.1.1 Architectural plans and specifications, including building elevations, types of materials, colors, brief description of mechanical systems, structural systems, floor plans, typical wall sections, and roof construction, screening of mechanical equipment and/or roof penetration, and appurtenances.

8.4.1.2 Site plan showing the location and design of all improvements (including all buildings to be constructed on the Lot at a future date), fences, streets, roads, parking areas, storage areas, lighting plan, number, size and layout of parking spaces, setbacks, loading areas, trash areas, pedestrian circulation patterns, sidewalks, fire hydrant locations, retaining walls, landscaped areas, grading and drainage, easements, utilities, driveways, sidewalks and curb cuts.

8.4.1.3 Complete grading and drainage plans, showing all relevant elevations, drainage and retention areas and point flows, and storm water detention calculations. No land shall be developed and no use shall be permitted which results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other water management facility in compliance with the approval by the Association and the City of La Grande. The development of each parcel shall provide for onsite storm water management to insure that post-construction runoff does not exceed pre-construction runoff.

8.4.1.4 Proposed development schedule, covering each phase of development of the Lot;

8.4.1.5 Description of proposed operations or uses including number of employees intended and proposed for the future;

8.4.1.6 Characteristics of the process of the industrial type, if applicable, with particular emphasis on measures that will be taken to mitigate adverse characteristics such as water, noise, and air pollution;

8.4.1.7 Complete landscaping plan as described in Section 7.8.2; and

8.4.1.8 Signage plan, showing size, height, design, location, color, materials, construction and lighting plans relating to each intended sign.

8.4.1.9 Prior to approval, the Association may require additional information during the review process. Should additional information be

required, the Association will notify the Owner in writing and provide a reasonable period of time for a response.

8.5 Plan Approval The Association shall have the right to approve submitted plans and specifications with conditions or stipulations with which the Owner shall be obligated to comply and which must be incorporated into all plans and specifications for such improvements. The Association shall have the right to disapprove any plans and specifications upon any finding that such proposed improvements are inconsistent with the objectives and purposes of these CCRs. Failure to comply with any of the provisions of these CCRs or of the conditions and restrictions specified herein or any failure to provide requested information shall be grounds for disapproving the plans and specifications for any proposed improvements on a lot. The review and approval process provided for herein is separate from, and in addition to, all approvals, permits, and other requirements as may be required by the City of La Grande Land Development Code and any other government, government agency, quasi-government entity, or public or private utility having jurisdiction over the Property. It is the sole responsibility of the Owner to obtain any and all required approvals and permits prior to the construction of any Improvements. The Association shall not be obligated to secure or aide in securing any such approval or permit.

8.5.1 Approval of any Plans and Specification by the Association shall not be deemed an assurance or guarantee that any Plans and Specifications as approved by the Association comply with any governmental or other requirements, nor that any such Plans and Specifications are adequate in terms of design, engineering, or other respect.

8.5.2 Approval of plans and specifications by the Association in any particular case shall not be deemed an approval of, or otherwise obligate the Association to approve, similar plans and specifications for any of the elements or features for the improvement on any other Lot within the property.

8.5.3 Following review by the Association, one (1) copy of all plans, specifications and related data so submitted shall be retained in the records of the Association and one copy shall be returned to the Owner or Owner's Authorized Agent submitting same and marked "Approved", "Approved with Conditions", or "Disapproved" as appropriate.

8.5.4 Plan Changes. Prior to construction, any and all supplements, amendments, revisions, or other changes or alterations to any plans and specifications previously approved by the Association shall require the express written approval of the Association, such requests for approval shall be made and processed in accordance with the provision of this Article.

8.6 Project Construction Timeline. All development and site improvements in the Park shall abide by and conform to the following timeline, unless the Owner is granted a waiver or extension by the Association;

8.6.1 Obtain within six (6) months of the date of closing of the sale to the Owner approval of the site plan and proposed improvements for the Lot from the Association pursuant to Articles 7 and 8 herein and obtain site plan approval from the City of La Grande; and

8.6.2 Construction shall commence as evidenced by the Owner completing the foundation(s) for structure(s) approved pursuant to Articles 7 and 8 and construction of all structures shall be completed within twelve (12) months from the sale closing date; and

8.6.3 Building is occupied and all site improvements completed within eighteen (18) months from the sale closing date.

8.7 Obligation to Follow Plans. The approved plans/specifications shall be followed strictly. Any failure to comply with the approved plans/specifications shall constitute a breach of these CCRs and may trigger the enforcement provisions of Article 13 herein. Approval of a project may require a performance guarantee to assure full development of the property occurs as specified in the site approval by the La Grande Business & Technology Park Owners Association. Failure to abide by the project construction timeline set for in Section 8.6 herein or as modified by the site plan approval of the Association, may be cause for rescission of the property sale pursuant to Article 11 herein.

8.8 Notice of Completion. Upon completion of any construction, replacement, alteration, or other location or change of any improvement(s), the Owner shall furnish written notice to the Association of the same. Thereafter, the Association or its designee shall have the right to inspect the improvement(s) to assure compliance with the site plan approval of the Association and the Owner shall cooperate with the Association or its designee to arrange same. If the Owner fails or refuses to permit such inspection, or if upon inspection it is determined that such improvements do not comply with the approved plans, the Association may furnish the Owner with written notice of noncompliance and exercise all remedies permitted herein, at law, or in equity. A failure of the Association to make such an inspection or furnish written Notice of Noncompliance following any such inspection shall not prevent the Association from later asserting any rights against any Owner, its successors, or assigns for Improvements made which are not in compliance with Approved Plans or otherwise not in compliance with any provisions within these CCRS. For the purposes of this Article, project completion shall include the following:

8.8.1 Installation of all approved finish on all interior and exterior walls including roofing, paint, trim, and design elements required under Article 8; complete installation of all windows and doors;

8.8.2 Construction to include paving and/or concrete work of all driveways, walkways, sidewalks, parking lots, and truck loading areas;

8.8.3 Removal of all construction debris and excess materials

8.8.4 Completion of required storm water and drainage improvements;

8.8.5 Completion of landscaping (or posting of bond as provided for in Article 7); and

8.8.6 Construction of required fencing or walls.

8.9 Variances. The Association may grant variances under extraordinary circumstances. Variances to the requirements of these CCRs shall be limited to physical constraints beyond the Owners control and not resulting from any action by the Owner that prevent compliance. Requests for variances shall be in writing and shall include the nature of the condition that is beyond the Owners control and a proposed alternative that meets the intent of the provision for which the variance is being requested. Neither financial need nor cost shall be justification for requesting or granting a variance. The granting of a variance by the Association shall not relieve the Owners of their responsibility to comply with all provisions relating to variances, as may be applicable in the La Grande Land Development Code.

8.10 Disclaimer of Liability. Neither the Remaining Co-Declarants nor the Association, nor their respective members, successors, or assigns, shall be liable for damages to anyone submitting plans to them for approval, or to any Owner of land affected by this CCRs, or to any third party, by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications, and every Owner or tenant of a Lot covenants and agrees, by acquiring title thereto or and interest therein, that he will not bring any action or suit against the Co-Declarants or the Association, or its members, successors or assigns, to recover any such damage.

ARTICLE 9 PROPERTY AND DEVELOPMENT MAINTENANCE

9.1 Construction Period. During construction, a Lot shall be cleaned and maintained on a reasonable periodic basis, and all trash, rubbish, and debris shall be removed promptly from the Lot after such construction or work is completed. All construction storage and equipment yards shall be fenced in a manner approved by the Association, and shall be located on a Lot in a manner which minimizes the impact on adjacent Lots and streets.

9.2 Site and Building Maintenance. Each Owner of a Lot shall keep its Building Improvements, and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police and fire requirements. Each Owner, Tenant, and Occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage

or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Lot by burning in open fires.

9.3 Landscape and Grounds Maintenance. The landscape development shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials. Undeveloped areas of a Lot shall be maintained in a managed condition, not conducive to weeds, fire, dust or safety hazards.

9.4 Owner's Failure to Maintain. If an Owner fails to maintain his Lot or the improvements thereon including, but not limited to, the landscaping thereon, as required by this CCRs, then the Association shall have the rights and powers as set forth in Article 13 to enforce the provisions of these CCRs

ARTICLE 10 EASEMENTS

10.1 Easements, Generally. All utility, drainage, access, recreation, sewer and other easements shown on the Plat are hereby granted, dedicated, and reserved for such purposes. All utilities shall be placed underground. No building or other structure shall be constructed or placed upon any easements except streets, driveways, walkways, fences and landscaping, and then only if such items are approved by the Association and such items do not unreasonably interfere with any proper use and maintenance of any easement. All easement area within any Lot and improvements thereon shall be maintained and cared for by the Owner of the Lot unless the Co-Declarants or the Association or owner of such easement expressly assumes such responsibility either pursuant to the Declaration or otherwise. Location of easements may be changed in the event a different location is found to be to the advantage of Co-Declarants provided the property remains in the Co-Declarants ownership.

10.2 Easement Rights. In the event an Owner desires to exercise the easement rights provided for in this section, such Owner shall first obtain the written consent of the Association and shall take all action necessary to ensure a minimum amount of damage and interference with such portion of the Property and other Lots and users. Anyone making use of the utility easements as set forth on the plat of the Park shall be responsible for restoration of all landscaping disturbed by such work

10.3 Costs. Such Owner shall pay the entire costs involved in the exercise of its easement rights, including all costs to fully restore or cause to be fully restored to substantially their previous condition any improvements on the subject property which maybe damaged as a result of such exercise. The Association shall have the right to disapprove of any installation if in its judgment such installation, among other things, would duplicate any existing services, could be provided by other utility providers or by existing common utilities established within the common utilities easement.

ARTICLE 11
RESCISSION OF SALE

11.1 Rescission of Sale. If an Owner of any Lot, other than the Remaining Co-Declarants, does not commence construction of a building or buildings or complete construction and all site improvements within the timelines set forth in Section 8.6 herein or any alternative timeline as approved by the Association, Co-Declarant who is party to the land transaction shall have the option to repurchase said lot. Said Option shall be exercisable by the Co-Declarant who is party to the land sale transaction upon delivery in writing of a notice to said owner within six (6) months after the expiration of said timeline to commence construction or to complete construction as set forth in Section 8.6 herein or any alternative timeline as approved by the Association. Closing of this rescission of sale shall take place within sixty (60) days following the notice of intent to exercise such option.

11.2 Purchase Price. The purchase price to be paid upon exercise of this rescission option shall be the sum of the following:

11.2.1 The purchase price paid for the land by the Owner; less

11.2.2 The cost to restore the property to the condition at time of sale if any site work or construction, including construction of a foundation, has occurred; less

11.2.3 Unpaid real estate tax and special assessment, if any; less

11.2.4 Proration of current year's real estate taxes to date of closing; less

11.2.5 Title insurance policy premium paid by the Owner in connection with the original sale; less

11.2.6 Unpaid liens or special charge of an ascertainable amount; plus

11.2.7 The fair market value of improvements provided the Co-Declarant opts to exercise this option after construction has commenced beyond the foundation which shall be determined by a mutually agreed upon appraiser, which determination shall be binding on the Co-Declarant and the Owner.

11.3 Conveyance shall be by Warranty Deed from said Owner to the Co-Declarant free and clear of all liens, encumbrances except those in existence prior to the Owner's purchase of the Property, and subject to municipal zoning and land division ordinance, recorded easements for public utilities, and the protective covenants contained in these CCRs and amendment thereto. Owner shall furnish a title insurance policy, at Owner's expense, to the Co-Declarant in the full amount of the purchase price.

11.4 Limitations on Rescission. Nothing contained in this Article shall be deemed to give the Co-Declarant a right of first refusal or option with regard to lands which have been improved by the completion of the building or buildings and installation of original site improvements, as approved pursuant to Article 8 herein. The option set forth herein shall apply to vacant land parcels where construction has not commenced or parcels where construction of building(s) and site improvements has not been completed in the time frames set forth in Section 8.6 herein or as specified in the Site Plan Approval issued pursuant to Article 8.

11.5 Commencement of Construction. Commencement of construction of a building, as used herein, means that the Owner of a Lot has:

11.5.1 obtained the approval of the Association as set forth in Article 7 hereof;

11.5.2 obtained permits and approvals from the appropriate governmental authorities authorizing construction of all buildings and improvements as approved by the Association; and

11.5.3 completed site work up to and including the completion of the foundation for the building(s).

ARTICLE 12 RECAPTURE OF LAND

12.1 In the event an Owner of a Lot, other than the Co-Declarants, desires to sell any portion of the undeveloped land within a Lot which is not being used in connection with the business of said Owner located on the Lot, the Owner may offer, in writing, said portion of the Lot to the Remaining Co-Declarants.

12.2 The price of the property shall be computed as set forth in Article 11 above.

12.3 The Remaining Co-Declarants shall have forty-five (45) days from the date of receipt of the written notice offering the property to the Remaining Co-Declarants to accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be in writing. Upon acceptance by the Remaining Co-Declarants, conveyance by the Owner shall be by Warranty Deed free and clear of all liens and encumbrances, except those in existence prior to the Owners purchase of the property, and subject to the zoning and land division ordinances of the City of La Grande, recorded easements for public utilities, and the covenants set forth herein and any amendments thereto. The Owner shall furnish, at Owner's expense, a title insurance policy to the Remaining Co-Declarants for the full amount of the purchase price.

12.4 If the Remaining Co-Declarant declines the offer to purchase the portion of the Lot, the Lot shall remain subject to the provisions of Section 7.4, requiring development proposals in conjunction with a Lot division or alteration.

ARTICLE 13
ENFORCEMENT

13.1 Abatement and Suit. The CCRs contained herein shall run with the land and be binding upon and inure to the benefit of Remaining Co-Declarants and the Owners of every Lot within the Park. These CCRs may be enforced as provided hereinafter by the Association acting on behalf of all Owners of Lots within the Park.

13.2 Attorney-in-Fact. By acquiring an interest in the Park, each Owner irrevocably appoints the Association as the Owner's attorney-in-fact for enforcement and all other purposes.

13.3 Owner Enforcement Action. If the Association fails to take corrective action within thirty (30) days after an Owner has notified the Association in writing of a claimed violation of these CCRs, then (and only in that event) an Owner, at his own cost and expense, may separately seek action to enforce these CCRs as hereinafter provided.

13.4 Violations. Violation on any term or provision herein contained shall give the Association the following cumulative rights:

13.4.1 To enter upon the portion of the property wherein the said violation exists to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the CCRs hereof;

13.4.2 To institute a proceeding at law or in equity against the Owner or Owners who have violated or are attempting to violate any of the terms and provisions of these CCRs and to enjoin or prevent them from continuing to do so;

13.4.3 Or otherwise to cause said violations to be remedied and/or to recover damage for said violation.

13.5 Enforcement Notice. Prior to any enforcement action, notice shall be served in writing on the Owner of the Lot on which the apparent violation exists. The Owner shall be given thirty (30) days from the date of the Enforcement Notice to cure the breach of these CCRs. A copy of the Enforcement Notice shall be provided to the Remaining Co-Declarants and to the Association and other affected Owners. Reasonable extensions shall be given of the time in which the breach of these CCRs must be cured. If Owner fails to fully correct the breach of these CCRs within the time period specified herein, enforcement action may be taken by the Association as set forth herein.

13.6 Costs of Enforcement. All costs of abatement, removal or remedying of the violation shall be assessed against the Owner of said property and failure to pay such assessment shall constitute a lien enforceable against the Property.

13.7 Deemed to constitute a Common Law Nuisance. Every violation of these CCRs or any part thereof is hereby declared to be and to constitute a common law or private nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, Tenant, or Occupant shall be applicable against every such violation and may be exercised by the Association. In the event of any violation or the threatened violation of these CCRs or any part thereof, any person or entity, authorized to enforce these CCRs, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a Court of competent jurisdiction in addition to all other remedies set forth herein.

13.8 Attorney Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these CCRs or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

13.9 No Waiver. The failure of the Association to enforce any covenants, conditions, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any covenants, conditions, restrictions or reservations, and the Association shall not be liable therefore.

ARTICLE 14 GENERAL CONDITIONS

14.1 Severability. Invalidation of any one of the provisions of these CCRs by judgment or court order shall in no way affect any other provision herein, which shall remain in full force and effect.

14.2 Interpretation of Conflict. In the event a provision of these CCRs directly conflicts with any applicable statute, regulation or ordinance, the more restrictive requirement shall be deemed to be controlling.

14.3 Amendments. These CCRs, or any provision hereof, or any covenant, condition or restriction herein, may be modified or amended as to the whole of the Property, with the written consent of the owners of sixty-five percent (65%) of the total votes held by members of the Association, pursuant to Article 6, provided no such modification or amendment shall be effective without the written approval ~~of the UCEDC and~~ the City of La Grande Urban Renewal Agency so long as ~~either or both of the UCEDC and~~ the City of La Grande Urban Renewal Agency holds at least one vote in the Association.

14.4 Notices. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: (1) to the address of the Lot, if improved; (2) to the address set forth in the purchase and sale agreement if the Lot is not improved; or (3) if neither of the forgoing applied, then to the last known address of the

Owner. If intended for the Remaining Co-Declarants, then to the address designated by the Remaining Co-Declarants from time to time.

14.5 Additional Property. Additional property may be subjected to these CCRs by the Remaining Co-Declarant. Remaining Co-Declarants shall indicate its intent to have such property bound by these CCRs in the plat of such property, or by recording an additional Declaration, and thereafter such additional property shall be considered as part of the Property in all respects. The right of the Remaining Co-Declarants shall be assignable to one or more assignees.

14.6 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to these CCRs is contained in the instrument by which such person acquired an interest in the Property.

14.7 No Claim Arises Out Of Enforcement or Non-enforcement. No owner or occupant of Park property shall acquire a claim against ~~the UCEDC or~~ the City of La Grande Urban Renewal Agency or their members, successors or assigns, by reason of any mistake in judgment, negligence, nonfeasance, action or inaction related to enforcement or failure to enforce any provision of these CCRs. Failure to enforce any of such covenants, conditions and restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter.

14.8 Rights of Mortgagees. No breach or violation of these CCRs shall defeat or render invalid the interest created by any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value, with respect to the development of or permanent financing for any Park lot. However, it is expressly understood that these CCRs apply to and govern the actions of any mortgage holder and any subsequent purchaser of Park property whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights, of these restrictions shall be binding upon and effective against any.

14.9 Captions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Captions of the CCRs provisions are used for convenience only and shall not in any way define, limit, or expand the scope and intent of the particular provision to which they refer.

14.10 Use of Name of Park. No person shall use the words "La Grande Business & Technology Park" or any derivative thereof in the name of any commercial or industrial building or any business or enterprise or in any printed or promotional material without the prior written consent of the Remaining Co-Declarants. However, owners or occupants may use the term "La Grande Business & Technology Park" in printed and promotional matter where such term is used solely to specify that the particular property is located within the La Grande Business & Technology Park.

14.11 Other Applicable Laws. Notwithstanding the provisions contained in these CCRs, all development and use of land in the Park shall be in accordance with all applicable local, state, and federal zoning, building, fire safety, health, and environmental regulations, rules, ordinances and laws

14.12 Owner's Liability Subsequent to Sale. Upon sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of conveyance, but nothing herein shall relieve an Owner of any Lot from liability for any assessments or other obligations incurred pursuant to these CCRs prior to such sale.

14.13 Certificates of Compliance. Upon payment of a reasonable fee set forth from time to time by the Remaining Co-Declarants or the Association and upon written request of, or authorization by, any Owner, the Remaining Co-Declarants or the Association shall issue within fifteen (15) days from receipt of the written request, certification in recordable form stating whether or not the Lot of such Owner is in known violation of these CCRs. Said written statement shall be conclusive upon the Remaining Co-Declarants and the Association in favor of the persons who rely thereon in good faith. If the Remaining Co-Declarants or the Association fails to furnish such statement within 15 days, the Lot shall conclusively be presumed to be in conformance with these CCRs as of the date of the written request for such statement.

14.14 Duration of Covenant. Each of the CCRs set forth herein shall continue and be binding for a period of twenty-five (25) years from the date approved by the Association. The CCRs shall be automatically continued thereafter for successive periods of twenty (20) years each. Provided, however, that said CCRs may be amended or altered in accordance with Section 14.3 herein.

14.15 Liability. Neither the Remaining Co-Declarants, the Association, or their respective members, successors or assigns, nor any director, partner, officer, member, agent or employee of any of them, shall be liable to any party for any action or failure to act with respect to any matter concerning these CCRs if the action involved was undertaken in good faith.

14.16 Counterparts. These CCRs may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, to the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the Remaining Co-Declarants, and Ron Larvik, as the owners of more than 65% of the Property and possessing more than 65% of the votes in the Association, have executed these ~~SECOND-THIRD~~ AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK as of the day and year set forth herein.

Larvik Commercial, LLC

BY: _____

Ronald C. Larvik, President

State of Oregon
County of Union

This record was acknowledged before me, on this _____ day of _____ 2023,
by Ronald C. Larvik, and that said instrument was executed freely and voluntarily.

Notary Public for
the State of Oregon

City of La Grande Urban Renewal Agency

BY: _____

Justin B. Rock, Mayor

State of Oregon
County of Union

Know all people by these presents, on this _____ day of _____ 2023,
before me a Notary Public in and for said County and State, personally
appeared the Mayor of the City of La Grande, known to me to be the
identical person named in the foregoing instrument, and that said
instrument was executed freely and voluntarily.

Notary Public for
the State of Oregon

~~Union County Economic Development Corporation~~

BY: _____

~~Mark Davidson, President~~

~~State of Oregon~~
~~County of Union State Seal~~

~~Know all people by these presents, on this _____ day of _____ 2012,~~
~~before me a Notary Public in and for said County and State, personally~~
~~Appeared the President of the Union County Economic Development~~
~~Corporation, known to me to be the identical person named in the foregoing~~
~~instrument, and that said instrument was executed freely and voluntarily.~~

Notary Public for
the State of Oregon

City of La Grande Urban Renewal Agency
BY: _____

Daniel Pokorney, Mayor

State of Oregon
County of Union State Seal

Know all people by these presents, on this _____ day of _____ 2012~~22~~,
before me a Notary Public in and for said County and State, personally
appeared the Mayor of the City of La Grande, known to me to be the
identical person named in the foregoing instrument, and that said
instrument was executed freely and voluntarily.

Notary Public for
the State of Oregon

THIRD AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK

RECITALS

WHEREAS, the Union County Economic Development Corporation, the City of La Grande Urban Renewal Agency, and the Blue Mountain Humane Association did cause property they own individually to be surveyed and platted as the La Grande Business & Technology Park; and

WHEREAS, the subdivision plat the of the La Grande Business & Technology Park was filed with the Union County Clerk on 30 May 2006 and recorded in Plat Cabinet Number C816-817-818 Union County Court Records, Microfilm Number 20062548T; and

WHEREAS, the original filing of the subdivision plat of the La Grande Business & Technology Park did include and therein did execute and record certain Original Declaration of covenants of the La Grande Business & Technology Park as attested to by the Union County Economic Development Corporation and the City of La Grande Urban Renewal Agency, acting as Co-Declarants of said Original Declaration; and

WHEREAS, said Original Declaration was first amended on 20 October 2011 by the UCEDC Board of Directors and on 3 November 2011 by the City of La Grande Urban Renewal Agency to address uses permitted on certain Lots in the Park; and

WHEREAS, Co-Declarant Union County Economic Development Corporation (UCEDC) has sold all of the Corporation's holdings necessitating revisions to remove UCEDC's roles and responsibilities from the COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK; and

WHEREAS, remaining Co-Declarant and owners of at least sixty five percent (65%) desire to amend the Original Declaration in order to modify various covenants, conditions and restrictions with respect to the La Grande Business & Technology Park as set forth in these CCRs; and

WHEREAS, in order to accomplish the foregoing, remaining Co-Declarant and owners of at least sixty-five percent (65%) of the total land area within the La Grande Business & Technology Park and holders of at least sixty-five percent (65%) of the total votes in the Association created by the Original Declaration, desire to amend, restate and replace in its entirety the Original Declaration in accordance with Section C (3) (c) of the Original Declaration; and

WHEREAS, the Union County Economic Development Corporation Board of Directors did approve the SECOND AMENDED AND RESTATED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK on the 16th day of August, 2012; and

WHEREAS, the City of La Grande City Council and acting in the capacity of the Board of Directors for the City of La Grande Urban Renewal Agency did approve the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK on the 4th day of October, 2012; and

DECLARATION

NOW, THEREFORE, Remaining Co-Declarant and owners, for themselves, their successors and assigns, hereby declare that the Property be made subject to these CCRs, in the manner provided herein, and each part thereof shall, from the date the same becomes subject to these CCRs, be owned, held, transformed, conveyed, sold, leased, rented, used, hypothecated, encumbered, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, reservations, easements, rights-of-way, and other provisions set forth in these CCRs for the duration hereof, all of which shall run with the title of the Property and every part thereof and shall be binding upon all persons or entities possessing any interest in the Property and upon their heirs, person representatives, successors, and assigns, and shall inure to the benefit of each person or entity having any such interest in said Property or any part thereof.

ARTICLE 1
NAME AND LOCATION

1.1 Name. The name of the development is the La Grande Business & Technology Park.

1.2 Location. The Park is legally described as follows:

Located in Parcel 3 of MLP# 2005-011T and Parcel 1 and Parcel 2 of MLP# 1994-10 and in Parcel 2 of MLP# 2001-015 in the E ½ of the NW ¼ & the W ½ of the NE ¼ Section 16, Township 3 South, Range 38 East, of the Willamette Meridian, in Union County, Oregon and being more particularly described as follows:

Beginning at a point being S89 51' 32" E a distance of 2278.36 feet from the Northwest corner of Section 16 to a point established by MLP#2005-0011T, said point being the True Point of Beginning:
Thence: S 0° 43' 26" E a distance of 2314.90 feet to a 5/8" rebar;
Thence: S 89° 28' 26" E a distance of 618.75 feet to a 5/8" rebar;
Thence: S 0° 43' 26" E a distance of 346.31 feet to the center section line;
Thence: S 89° 54' 05" E a distance of 1096.92 feet to a 16th corner;
Thence: N 0° 42' 55" W a distance of 1640.24 feet to a 5/8" rebar located on US 30 south Right of Way line;

Thence: N48° 25' 31" W along said Right of Way a distance of 1474.40 feet to a $\frac{5}{8}$ " rebar;

Thence: S 0° 08' 28" W a distance of 429.04 feet to a $\frac{5}{8}$ " rebar;

Thence: N 89° 51' 32" W a distance of 571.70 feet to a $\frac{5}{8}$ " rebar;

Thence: N 0° 43' 26" W a distance of 477.59 feet to a computed point;

Thence: N 89° 51' 32" W a distance of 47.00 feet to the True Point of Beginning.

Said parcel containing 80.28 acres.

ARTICLE 2
PURPOSE

The purpose of these protective Covenants, Conditions and Restrictions (hereinafter CCRs) is to insure proper use, development and maintenance of each Lot within the La Grande Business & Technology Park (hereinafter Park) as well as to the Common Property, and improvements thereon, of the Park; to protect the environment; to guard against the erection of improper, unsuitable structures and uses; to protect the health and safety of the general public; and to attract quality jobs at a wage above the current average wage of all jobs in Union County, as published annually by the State of Oregon.

ARTICLE 3
EXCLUSIONS AND EXCEPTIONS

3.1 Lot 20. Lot 20, as described on the subdivision Plat for the Property, having been excluded from the provisions of the Original Declaration, is hereby excluded from any and all of the La Grande Business & Technology Park CCRs and all subsequent amendments thereto, as set forth in this amended and restated Declaration and further shall not pay any association dues and shall not have voting rights in the Association. Lot 20 shall be excluded from calculations for percentage of ownership and for establishment of assessments pursuant to Article 6 herein.

3.2 Lot 3. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 3, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 3 shall comply fully with the second amended CCRs, and all subsequent amendments thereto.

3.3 Lot 6. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 6, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 6 shall comply fully with these second amended CCRs, and all subsequent amendments thereto.

3.4 Lot 17 and 18. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 17 and 18, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 17 and 18 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

3.5 Lot 5. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 5, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 5 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

3.6 Lot 11. Notwithstanding the provisions set forth in this amended and restated Declaration, the completion of development and site improvements on Lot 11, as described on the Plat of the Park, as reviewed and approved under the provisions of the Original Declaration, shall be completed subject to the terms and conditions of the original site plan review and approval by the UCEDC and the City of La Grande. Any and all modifications to or changes from the site plan and improvements, as reviewed and approved, shall fully comply with the provisions of this amended and restated Declaration. All subsequent development, redevelopment, revision or change to the development and improvements on Lot 11 shall comply fully with these third amended CCRs, and all subsequent amendments thereto.

ARTICLE 4 DEFINITIONS

“Association” shall mean the La Grande Business & Technology Park Association.

“Board of Directors” shall mean the elected Board of Directors of the Owners Association.

“Remaining Co-Declarant” shall mean the City of La Grande Urban Renewal District or their successor.

“Common Expenses” are all costs and reserves incurred or required by the Association in connection with its existence and operation, in connection with its exercising all rights

and responsibilities related to the Common Property, and all other costs and expenses lawfully incurred by the Association.

“Common Property” shall mean those portions of the Park previously or hereinafter conveyed by the Co-Declarants to the Owners Association and which are intended to be devoted to the common benefit, use and enjoyment of the Owners of all of the Lots, including but in no way limited to, parks, plazas, retention ponds, drainage ways, signs, landscaped areas, and other common facilities and structures.

“Improvements” shall mean and include, but shall not in any way be limited to, buildings, parking areas, driveways, ramps, loading areas, mechanical equipment, window coverings visible from streets or other Lots, signs, utilities, fences, antennae, walls, lawns screens landscaping, berming, hedges, trees, mass plantings, poles, grading changes, walkways, lighting, drainage structures, trash and waste receptacles and enclosures and any other physical structures or changes of any type or kind made to or upon any land within the Park.

“Lot” shall mean any plot of land within the Park and so designated on the Plat of the Park as filed or subsequently created by division of or recombination of any existing Lots, which is intended to be used as a site of construction of one or more buildings or building Improvements, excluding any portion of the Common Property as defined herein.

“Mortgage” means any mortgage deed, deed of trust, or other security instrument creating a lean against any lot and any grantee, beneficiary, or assignee of a mortgage.

“Original Declaration” means the La Grande Business Park Property Covenants and Restrictions as filed with the Park Plat on 20 May 2006 and all subsequent amendments thereto as recorded with the Union County Clerk’s Office.

“Owner” means the recorded owner, whether one or more persons or entities, of fee simple title to any Lot in the Park as shown in the official records of Union County, Oregon.

“Park” shall mean the La Grande Business & Technology Park or, alternatively, the La Grande Business Park.

“Property” shall mean the entirety of land as included within and defined as the La Grande Business & Technology Park by the subdivision plat filed with Union County, Oregon. Lot 20, as defined on the Park Plat, shall not be included as part of the Property as defined herein.

“Site Plan Review Committee” shall mean the Site Plan and Architectural Review Committee, a committee that may be appointed by the Association with responsibility for review and approval of site plans.

ARTICLE 5
RIGHTS RESERVED BY REMAINING CO-DECLARANT

5.1 Rights Reserved. Nothing in these CCRs shall be understood or construed to:

5.1.1 Prevent the Remaining Co-Declarant, their contractors, or subcontractors from doing to the Property whatever is reasonably necessary or advisable in connection with completion of all improvements related to streets and utilities; or

5.1.2 Prevent the Remaining Co-Declarant from placing and maintaining such sign or signs on any part of the Property owned by the Remaining Co-Declarant or specifically consented by an Owner to the Remaining Co-Declarant, as may be necessary for the sale, lease, or disposition thereof, provided, however, the placement and maintenance of any such sign or signs shall not unreasonably interfere with the use by the Owner of any Lot.

5.2 Assignment by Remaining Co-Declarant. Any or all rights and obligations of the Remaining Co-Declarant set forth in these CCRs or the Bylaws of the Association, may be transferred or assigned in whole or in part to another person. Such Person will then assume the position of the Remaining Co-Declarant pertaining to the particular rights, powers, easements and reservations assigned, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Remaining Co-Declarant has under these CCRs or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument.

ARTICLE 6
OWNERS ASSOCIATION AND ASSESSMENTS

6.1 Owners Association. There is hereby established the Owners Association for the La Grande Business & Technology Park, hereinafter Association.

6.2 Organization. The Association shall reorganize as a separate entity under the laws of the State of Oregon for governance purposes at such time as the Association deems appropriate to conduct business. Until such reorganization occurs the Association shall operate under the authority of the City of La Grande Urban Renewal Agency.

6.3 Duties and Responsibilities. For the mutual benefit of the owners, the Association shall have duties that include but are not limited to:

- 6.3.1 Take such action to enforce these restrictive covenants,
- 6.3.2 Maintain and manage all common property, if any,
- 6.3.3 Establishment and assessment of annual dues,
- 6.3.4 Any business activity as deemed necessary by the Association; and
- 6.3.5 Review and approval of development plans prior to construction.

6.4 Membership. Every Owner of a Lot in the Park shall be a member of the Association and shall remain a member thereof until such time as his ownership of his Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot. Lot 20 shall be excluded from membership in the Association.

6.5 Transfer. An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Lot and then only to the grantee or mortgagee of such Lot.

6.6 Voting Rights. Each tax lot one acre or less shall be entitled to one (1) vote in the Association. Each tax lot more than one acre shall receive one (1) vote per full acre. No tax lot shall receive more than four (4) votes in the La Grande Business & Technology Park. For voting purposes, a quorum of the Association shall consist of representation at the meeting of more than fifty percent (50%) of the total area of land within the Park. Representation shall include valid proxies pursuant to Section 6.8. Lot 20 shall be excluded from the calculation of ownership within the Park. Decisions of the Association shall be by majority vote cast at any meeting provided a quorum is represented.

6.7 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the votes relating to such Lot shall be exercised as a singular voting unit. In no event shall the votes with respect to any Lot be cast fractionally or separately by different Owners. Votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

6.8 Proxies. A vote may be cast pursuant to a proxy duly executed by an Owner in a format as specified by the Association. Subject to the provisions of Section 6.7, if a Lot is owned by more than one person or entity, each such person or entity may vote as to how the Lot's vote is to be cast, object to notice, or register protest to the casting of votes by other persons or entities comprising Owner through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting. A proxy is void if it is not dated or purports to be revocable without notice. A proxy must be dated and shall terminate eleven (11) months after its date unless it expressly provides otherwise.

6.9 Suspension of Voting Rights. The Association shall suspend the voting rights of any Owner for any period during which any assessment against his Lot remains past due and unpaid and/or for any period that he is either causing or permitting any infraction of these CCRs.

6.10 By-laws. The Association may establish its own By-laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting.

6.11 Limitation of Liability. No manager or member of the Board of Directors, hereinafter “Board,” acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, or any committee of the Board, or the manager.

6.12 Common Property

6.12.1 The Association shall be responsible for the care and maintenance of any Common Property and improvements thereon within the Park.

6.12.2 Any damage to Common Property and improvements thereon caused by any Owner and/or their agents, guests, or invitees must be repaired by the Owner as soon as possible after such damage is discovered. Upon discovery of the damage, the Association shall provide written notice to the owner requesting the damage be repaired. If the owner does not believe they were responsible for the damage, they must notify the Association Board in writing within fifteen days of receipt of the initial notice. Such notice will trigger the process described in 6.12.2.1 below. In the event of failure of the Owner to make such repairs or submit notice disputing responsibility after minimum fifteen (15) days from receipt of written notice from the Association, the Association may make such repairs and the expense of such repair shall be borne by the Owner. The Association shall have the right, privilege, license to cause such repair and maintenance to be performed and charge the Owner of said Lot the cost of such repair and maintenance plus an administrative fee of fifteen percent (15%) of such cost. Such cost shall be treated as an operating expense.

6.12.2.1 Disputes regarding damage to common property shall be heard by the Association Board provided the owner complies with the fifteen (15) day notice requirement above. The owner shall include in their notice any supporting evidence or information regarding their assertion that they are not responsible for the damage. At the hearing, the Association Board will consider all information regarding the damage and attempt to resolve the matter to the satisfaction of all parties. The decision of the Association Board will be considered final.

6.12.3 The Association’s maintenance and repair of Common Property and improvements thereon shall include, without limitation:

6.12.3.1 Cleaning, maintenance and re-lamping of any external lighting fixtures, except such fixtures that are the property of a utility,

6.12.3.2 Maintenance of landscaping, including trimming, watering and fertilization of grass, ground cover, decorative plantings, shrubs, trees, removal of dead or waste material and replacement of dead or diseased grass, groundcover, decorative plantings, shrubs or trees,

6.12.3.3 Removal of rubbish,

6.12.3.4 Cleaning, maintenance and repair of all storm water management areas and systems not otherwise located upon a Lot privately owned.

6.12.4 The Association's maintenance and repair of Common Property and improvements thereon shall exclude:

6.12.4.1 Maintenance of the public owned streets,

6.12.4.2 Maintenance and repair of sidewalks and driveway aprons as all sidewalks and driveway aprons shall be the responsibility of the abutting Lot Owner.

6.12.5 Insurance.

6.12.5.1 The Association shall at all times maintain or cause to be maintained continuously in force such public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on or about, or by reason of activities within, the Common Property of the Park as may be necessary. The cost of said insurance shall be included in the assessment to Owners pursuant to Section 6.13 herein.

6.12.5.2 The Association shall at all times maintain or cause to be maintained in continuously in force casualty insurance related to the Common Property to provide for insurance against the perils of fire, lightning, hail, explosion, riot, damage from vehicles, smoke damage, water damage, theft, vandalism malicious mischief, and other perils typically included in "extended coverage", as may be deemed necessary. The cost of said insurance shall be included in the assessment to Owners pursuant to Article 6.13 herein.

6.12.6 Each Owner shall be obligated to pay, before delinquency, all taxes on the Lot(s) owned by Owner including taxes on those portions of such Lot located within common maintenance areas.

6.13 Assessments.

6.13.1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of patent, deed or other conveyance, whether expressed or not, covenants and agrees to pay to the Association, assessments, including charges and interest, costs of collection and reasonable attorney's fees, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the

assessment fell due and (b) successors-in-title who took title when assessments were delinquent.

6.13.2 Purpose. The assessment levied by the Association shall be used by the Association only for Common Expenses of the Property including, but not limited to governmental fees, costs of accounting, sending bills, insurance premiums and deductibles, acquisitions, maintenance, repair and operation of common property and other facilities and improvements beneficial generally to the Property, the payment of taxes on common property and insurance thereon maintained by the Association, and the establishment of a reserve account for repair, maintenance and replacement of Common Property which must be replaced on a periodic basis, and costs of enforcement of the CCRs.

6.13.3 Rate. Assessments shall be fixed on a pro rata basis for all Lots based on the size of the Lots.

6.13.4 Date of Commencement. The assessment due dates shall be established by the Association.

6.13.5 Roster. The Association shall prepare and maintain a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Association, which shall record payments of assessments and shall allow inspection of the roster by any Owner or member at reasonable times.

6.13.6 Accounting Year. Unless and until the Association determines otherwise, the Association accounting year shall commence on July 1 of each year.

6.13.7 Budget. Within fifty (50) but not less than fourteen (14) days prior to the commencement of the accounting year, the Association shall adopt an operating budget for the coming fiscal year which shall provide for all Common Expenses, which shall state the total annual assessment required to meet such budget, and which shall state the allocated assessments for each Lot.

6.13.8 Certificate of Paid Assessment. The Association shall, upon request and verification, and for a reasonable charge, furnish a certificate signed by an officer of the Owners Association Board of Directors setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

6.13.9 Non-payment. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest until paid from the due date at the interest rate set annually by the Association at the same time as the annual assessment is determined. In addition, a late fee in an amount established by the Association, but not less than \$50, shall be imposed. In the event any Owner shall

be delinquent for greater than ninety (90) days, the Association may record said delinquent payment as a lien against said Lot. The Association may bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, and may foreclose the lien against the Owner's Lot in accordance with the laws of the State of Oregon applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or may restrict, limit, or totally terminate all services performed by the Association on behalf of the delinquent Owner. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assignments provided for herein by non-use of the common property or by abandonment of the Lot.

6.13.10 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE 7 GENERAL CONDITIONS, PERMITTED USES, AND REGULATION OF IMPROVEMENTS

7.1 General Conditions. No improvements shall be constructed, erected, placed, altered, or permitted on any portion of any Lot until plans and specifications therefor have been reviewed and approved by the Association, as set forth in Article 8 of these CCRs. No noxious, illegal, hazardous, dangerous or offensive trade, services or activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners, tenants or occupants of any other portion of the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, heat, vibration, gasses, vapors, chemicals, radiation, dust, liquid waste, smoke or noise

7.2 Permitted Uses. The City of La Grande Land Development Code governs land use at the Park. In cases where the City's Land Development Code conflicts with this document, the more restrictive shall govern. Under no circumstances shall any land use prohibited by the City of La Grande Land Development Code be permitted within the Park. All property within the La Grande Business & Technology Park is zoned Business Park (BP) as defined in the City of La Grande Land Development Code and subsequent amendments to the Land Development Code. Subject to the prior approval of the Association in each particular case, the uses allowed to be made of any Lot in the Park are as follows:

7.2.1 Lots 1-10, 17-19. The following uses are permitted for Lots 1-10 and 17-19. For uses not specified below, if the use is similar to those listed, as solely determined by the Association, the use shall be permitted provided the use is allowable under the City of La Grande Land Development Code for the Park:

7.2.1.1 Accessory Uses – Food or Drink Service Providers or Personal Service Providers That Are Built as an Integral Part of the Main Use

7.2.1.2 Building Maintenance Services – Janitorial, Landscape Maintenance, or Window Cleaning Services

7.2.1.3 Business Equipment Sales and Services – Office Equipment and Supply Firms, Small Business Machine Shops or Hotel Equipment and Supply Firms

7.2.1.4 Business Support Services – Secretarial Services, Telephone Answering Services, or Blueprint Services

7.2.1.5 Public Safety Buildings, Commercial, Government, and Not for Profit Administrative and Professional Services – Administrative Offices, Legal Offices, Architectural, Engineering, Surveying, or Consulting Firms

7.2.1.6 Custom Manufacturing – Such as, But Not Limited to Ceramic Studios, Candle-Making Shops or Custom Jewelry Manufacture

7.2.1.7 Essential Services – Streets, Roads, Alleys, Public Rights-Of-Way, Pipelines, Power Lines, Distribution Feeders and Poles

7.2.1.8 Financial, Insurance and Real Estate Services – Banks, Insurance Agencies, Real Estate Appraisal, or Real Estate Firms

7.2.1.9 Medical Services – Dental Laboratories or Health Maintenance Organizations

7.2.1.10 Research Services – Governmental, Educational, Public or Non-Profit Uses Dedicated to Pure or Applied Scientific Discovery such as: Electronics Research Laboratories, Space Research and Development Firms, Material Testing Labs, Research Labs,

7.2.2 Lots 11-16, 21-26. Any allowable use specified under the City of La Grande Land Development Code and all subsequent amendments thereto.

7.3 Temporary Uses. No temporary structure, tent, or trailer of any kind shall be placed or erected upon any Lot without the review and approval of the Association. Any builder employed to construct improvements on a Lot may conduct its construction operations and activities on the Lot and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue, and complete such construction operations. This shall specifically include, but not be limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment, provided all such construction operations and storage shall be confined solely to the boundaries of the Lot upon which the construction

is occurring and shall be removed prior to issuance of an occupancy permit or within 14 days of the completion of the Improvements on the Lot as permitted by the Association.

7.4 Lot Division, Combination, and Lot Line Adjustment.

7.4.1 No Lot created by the Plat of the Park, may be further divided, subdivided, altered by lot line adjustment or a fractional portion thereof sold or conveyed so as to be held in divided ownership, nor may any Lot be combined with any other Lot, without prior review and approval of the Association. Requests for consent to divide, subdivide, alter by lot line adjustment any Lot or consolidate two or more lots shall be filed with the Association and considered only in conjunction with a proposed development for each revised or new lot pursuant to the timeline for development as set forth in Section 8.6 or as part of a recapture of land as described in Article 12. Approval of any request to divide, subdivide, alter by lot line adjustment or consolidate two or more Lots as created by the Plat shall not abrogate any requirement for review and approval by the City of La Grande or any other applicable authority. The foregoing shall not apply to, or be deemed to limit or restrict, the division, subdivision or recombination of any portion of the Property owned by Co-Declarants.

7.4.2 Lots 1-10, 17-19 shall not be further subdivided, including lot line adjustments, without the advance written permission of the Association, such permission shall be conditioned on an approved development plan that includes development within the site improvement timelines contained herein. All other lots may be subdivided provided the minimum lot size shall be one acre for all property so divided subject to the provisions in this Article.

7.5 Architectural and Design Controls. It is the intent of these provisions that all structures shall be designed and constructed in such a manner as to provide aesthetically pleasing and harmonious overall development of the Park. All faces of all buildings must be kept in good repair and appearance at all times. All buildings must be of approved construction in conformance with all federal, state and local building codes. Pole buildings are not permitted within the Park. The front of all buildings must face the street. The front of the building for corner lots will be the side of the building facing the street which corresponds with the address for the property as selected by the property owner as part of the City of La Grande's permitting process.

7.5.1 Lots 1-10, 17-19: The front of all buildings must be complemented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. All other external siding materials shall be brick, masonry, stone, shingles, or wood siding or materials that have the appearance of the foregoing materials subject to Association approval. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.5.2 Lots 11-16 and 21-26:

7.5.2.1 For lots with a single building, the building must be complemented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. All other external siding materials shall be brick, masonry, stone, singles, or wood siding or materials that have the appearance of the foregoing materials subject to Association approval. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.5.2.2 For lots developed with multiple buildings, all buildings must have the same materials used for roofing and siding. The front of primary office building or the building serving as the primary entry point for the public, typically the building closest to the street, must be complimented with concrete or brick masonry, stone, decorative steel siding, or other material approved by the Association. At least 25% of the wall area fronting on a street shall be occupied with windows, alcoves, canopies, cornices, cupolas or similar architectural features.

7.6 External Building Structures, Radio/Television Antennae, Satellite Dishes, Telephone/Receiving Devices and Electrical Devices. No heating, air conditioning, electrical or other equipment, but not including plumbing or exhaust vents, or chimneys, shall be installed on the roof of any building or structure or hung on exterior walls unless the same are screened by screening which is at least twelve (12) inches above the materials being screened, covered and installed in a manner which shall first have been approved in writing by the Association. Equipment at grade when located on the ground adjacent to a building shall be screened from the view of the street or surrounding properties by landscaping, a wall, or fencing. Notwithstanding the foregoing, solar energy collectors or panels may be installed on the roof of any building or structure or in any other exposed locations, if approved by the Association. No exterior television antenna, radio antenna, satellite transmitting or receiving devices, telephone transmitting or receiving devices, associated towers or similar items shall be placed or maintained on any portion of the Property without the express written consent of the Association. No electronic devices or systems causing electrical interference with telephone, radio, satellite, television, or similar receivers within the Park shall be permitted.

7.7 Fences, Hedges and Walls. Portions of the property used for vehicle, equipment, and/or materials storage shall be screened from view using fencing, walls, or hedges, as approved by the Association.

7.8 Landscaping.

7.8.1 The purpose of a landscaping plan is to identify the placement and type of plant materials as features of project design. By detailing the plantings and method of irrigation proposed, landscaping plans provide an effective means for evaluating whether chosen plant materials will survive in the climate and soils of a given site; satisfy the functional objectives of landscaping (such as erosion control, screening and shade) within

a reasonable time; provide a reasonable efficiency of water use; and whether plantings will ensure safe pedestrian and auto traffic circulation.

7.8.2 Landscaping Plan Review. Landscaping plans shall accompany all applications for Site Plan approval and shall be reviewed by the Association as a component of the Site Plan Approval Process. Where the landscaping requirements contained in these CCRs are in conflict with the City of La Grande's Land Development Code the more restrictive requirement shall govern.

7.8.2.1 Landscaping Plan Content - Landscaping plans shall be neatly and accurately drawn, at an appropriate scale which will enable ready identification and recognition of information submitted. Where a project covers only a portion of a site, the landscaping plan need show only the areas where existing soil contours and vegetation will be disturbed by construction or use, or other areas where landscaping is required. Landscaping plans are to show a minimum of the following elements:

7.8.2.1.1 Property and lot boundaries and right-of-ways.

7.8.2.1.2 The location of all trees existing in or within fifty feet (50') of areas proposed for grading or other construction. Trees to be removed are to be identified. The method of protecting trees to be retained shall be indicated.

7.8.2.1.3 Structures and impervious surfaces.

7.8.2.1.4 Plant material and locations whether existing or to be planted. A schedule listing the common and botanical names of plants will be required. Substitution of plants with similar form and function will be allowed as approved by the Association.

7.8.2.1.5 Details and location of proposed fencing, entries, parking and circulation provisions, trash collection areas, and free-standing signs.

7.8.2.1.6 Walkways, plazas and sitting areas, play areas, including related street furniture and permanent outdoor equipment.

7.8.2.1.7 Location and style of outdoor light fixtures.

7.8.2.1.8 Irrigation system.

7.8.3 Standards For Landscaping. Landscaping shall conform to the following standards:

7.8.3.1 Developed Site Area. For purposes of this Article, "Developed Site Area" shall be defined as the square footage of the area indicated on the plot plan. At a minimum, the area indicated on the plot plan shall include the area required for parking, ingress and egress, setback areas, and other areas which may be required as a condition of site plan approval, which are part of the ownership.

7.8.3.2 Minimum Area Requirement. New Construction and Additions representing greater than fifty percent (50%) of the primary structure shall provide landscaping as follows: Lots 1-10 and 17-19 regardless of use, ten percent (10%) of the developed site area; Commercial and Civic Use types, ten percent (10%) of the developed site area; Industrial Use Types - Five percent (5%) of the developed site area.

7.8.3.3 All open areas not used for parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planting covers.

7.8.3.4 Landscaping may also include art work, walls, structural features and fences.

7.8.3.5 Landscaping areas shall include live plant coverage, at occupancy, equal to or greater than fifty percent (50%) of each landscape area.

7.8.3.6 Allowable Materials. Landscaping shall include some combination of the following materials, where appropriate, to achieve the intended or required purpose of the landscaping (e.g. screening, etc.): Trees, shrubs, ground cover, vines, flowers or lawns.

7.8.3.7 Wherever trees are required, the following minimum standards shall apply.

7.8.3.7.1 Evergreen trees shall be a minimum height of five feet (5') at the time of planting.

7.8.3.7.2 Deciduous trees shall be a minimum height of ten feet (10') at the time of planting.

7.8.3.7.3 Trees shall be a minimum of fifteen (15) gallons and/or one and one quarter inch (1¼") caliper.

7.8.3.7.4 Trees within designated planting areas located in public right-of-ways shall conform to the City Street Tree Planting Guide.

7.8.3.8 Perimeter Landscaping. For industrial, commercial and civic use types, an average six foot (6') wide landscaped area must be located along building perimeters, which are viewable by the general public from parking lots

or the public right-of-way. Loading areas, bicycle parking areas, and pedestrian entries or exits are excluded from this requirement.

7.8.3.9 Excluded Materials. Landscaping proposed to satisfy the Park requirements shall not include plant materials which have root structures or branching habits which in their mature state may damage or interfere with the normal use of existing public or private under- or above-ground electrical lines, cables, or conduits, pipes or other utilities; or public or private sidewalks, curbs, gutters or paved parking and turn-around areas, drainage improvements, or adjacent structures, foundations, or landscape materials.

7.8.4 Installation And Maintenance.

7.8.4.1 Installation. All landscaping shall be undertaken and completed in accordance with such approved landscape plan and said plan may not be altered, amended, revised without submitting a revised landscape plan for review and approval by the Association. All required landscaping shall be installed prior to occupancy. Extensions of time may be granted by the Association provided the City of La Grande has also granted an extension to the requirements to complete the required work. Additionally, the Association may require, as a condition to its approval of any proposed landscape plan or amendment thereto, that the Owner provide a letter of credit, corporate surety bond or other security, in form and substance acceptable to the Association, to secure such Owner's obligation to complete the proposed landscaping improvements in accordance with approved landscaping plan. Such an assurance is required for extensions granted under this Section.

7.8.4.2 Maintenance. All required planting shall be maintained by the owner in good condition, and in any case where a required planting has not survived, shall be replaced as soon as is practical with new plant materials similar to those which died.

7.8.4.3 Irrigation. An automated irrigation system shall be installed to ensure that all grass, trees, shrubs, and other vegetation shall be kept watered in dry weather and in good appearance at all times. All grass shall be cut as necessary to maintain an attractive appearance. This includes the right of way area between the curb and sidewalk.

7.9 Lighting. Lighting shall be of a type and installation such that no direct glare is viewed from adjoining properties both in an out of the Park and shall be in compliance with the specific requirements set forth in the guidelines. All exterior lighting shall conform to the approved lighting plan reviewed and approved by the Association. Light poles shall not exceed a height of twenty-five feet (25'). Cut-off fixtures shall be used. Average horizontal illumination levels on the ground and average illumination levels on a vertical surface shall not exceed 1.5 Foot Candles as demonstrated by a photometric report.

7.10 Storage Areas. All material or products stored outside shall be screened from view from the street and neighboring properties with solid fencing or landscape hedge. No materials, supplies, goods, articles, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any portion of a Lot without the prior approval of the Association. Vehicles and trailers used as part of the business may be stored on site, however, no personal vehicles, trailers, recreational vehicles, campers, or boats shall be stored on the property regardless of ownership. All such outside storage areas permitted and all waste and rubbish storage facilities shall be within an enclosed area, properly screened, and shall have an all-weather surface. No materials or wastes shall be deposited upon any portion of the Lot in such a form or manner that same may be moved by natural causes or forces. No hazardous or toxic substances of any kind or nature, including without limitation toxic and hazardous substances subject to local, state and federal statutes and regulations, shall be generated, stored, disposed of, released or used anywhere on the Lot except in strict accordance with all applicable local, state and federal laws, regulations, and requirements.

7.11 Mineral Exploration. No portion of the Property including, without limitation, any area within a Lot, shall be used to explore for or to remove any water, soil, sand, gravel, hydrocarbons, or other mineral of any kind.

7.12 Parking, Off-street and Loading Areas.

7.12.1 On-Street Parking. No parking shall be permitted on any street within the Park.

7.12.2 Adequate off-street parking shall be provided by each Owner and tenant for employees, customers and visitors.

7.12.3 All off-street parking areas, access drives and loading areas shall be paved and properly graded to assure proper drainage.

7.12.4 Vehicles or equipment in the process of repair and/or maintenance cannot be stored/parked in the parking area, but must be removed to a proper repair/maintenance facility. Vehicle maintenance is not allowed in the parking area.

7.12.5 Loading Areas. Adequate off-street loading and maneuvering areas, if necessary, shall be provided for each building located on a Lot and all loading and servicing docks and bays shall be designed as an integral part of the building architecture. Truck loading and receiving areas shall not be permitted in the front yard of a Lot without the prior written consent of the Association. Screening must be provided between any truck loading, receiving, service or similar areas and any street.

7.13 Signs.

7.13.1 No sign shall be erected or maintained on the Property except in conformity with the following:

7.13.1.1 All signs erected or maintained on the Property shall be subject to approval the Association.

7.13.1.2 One freestanding, monument ground type sign per business shall be permitted. The sign shall not exceed an area of eighty [80] square feet or a height of ten [10] feet and shall be no closer than ten [10] feet to any property line.

7.13.1.3 Freestanding signs shall be no closer than eighty [80] feet to another freestanding sign.

7.13.1.4 All signs attached to the building shall be surface mounted. Only one (1) exterior wall sign per business shall be allowed covering no more ten [10] percent of the wall area with the sign not extending above the structure's roof line.

7.13.1.5 Signs shall not be painted directly on the outside wall of a building, nor are they permitted to be painted on a fence, tree, stone or other similar object.

7.13.1.6 Offices, warehouses and other buildings with multiple businesses may construct a comprehensive sign which must receive prior approval from the Association.

7.13.1.7 Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold therein.

7.13.1.8 Motion signs, roof signs, billboard signs, projecting signs and flashing signs are not permitted.

7.13.1.9 Signs may be illuminated subject to the approval of the Association.

7.13.1.10 No sign shall contain any indecent or offensive picture or written matter.

7.13.1.11 Window signs painted on, attached to, or placed upon glass surfaces of windows or doors of a building intended for viewing from the exterior of the building shall not exceed fifty percent (50%) of the total window area in which they are displayed.

7.13.1.12 One (1) construction sign denoting the architects, engineers, contractors and other related subjects shall be allowed upon the commencement of construction and shall be removed upon occupancy and/or use of the improvements.

7.13.1.13 Temporary real estate for sale or for lease signs shall be allowed. Said signs shall not exceed sixteen (16) square feet in area.

7.14 Utilities. All utility connections, including all electrical and telephone connections and installations of wires to buildings, and all pipes, conduits, cables and lines shall be installed underground from the nearest available source, except that during the construction of a building structure, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. Not transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the property and where placed on the surface shall be adequately screened and fenced as determined during the site plan and architectural review. No cesspools, septic tanks, or sewage treatment facilities shall be maintained on any property within the Park.

7.15 Vehicular Access and Circulation. No ingress or egress across any lot line as established by the Park Plat, or subsequent lot lines created by the division, combination or lot line adjustment of a Lot line pursuant to Section 7.4, by means of a public or private street, easement, or by permission of any Lot Owner shall be permitted unless approved in writing by the Association.

ARTICLE 8 SITE PLAN AND ARCHITECTURAL REVIEW

8.1 Controlling Regulation. Property is zoned Business Park by the City of La Grande. Development in the Park will conform to all covenants, conditions and restrictions set forth herein. Additionally, development will also conform to the applicable provisions of the City of La Grande Land Development Code. In those cases where these CCRs conflict with the City of La Grande Land Development Code, the more restrictive standard shall apply.

The Association shall review all plans and specifications submitted within a reasonable time and shall promptly notify the Owner if the submission is incomplete or if additional information is required in writing.

8.2 Site Plan and Architectural Review Committee. The Association may appoint a Site Plan and Architectural Review Committee to be known as the Site Plan Review Committee consisting of not less than five members to review site plans for compliance with the Park standards. Should such a committee be formed, their decisions may be appealed to the Owners Association Board of Directors provided such appeal is made in writing within ten (10) business days of the Committee's final written decision. For the

purposes of these CCRs, should the Association appoint a Site Plan Review Committee references to the Association in Articles 7 and 8 shall mean the Site Plan Review Committee.

8.3 Architectural Control and Appearances. No landscaping, building, including accessory or addition may be constructed or placed on any Lot, and no alteration or refurbishing of the exterior of any building shall be performed, unless complete plans and specifications thereof have first been submitted to and approved by the Association.

8.4 Required Plans, Specifications, and Submittal Documents. The Association shall determine whether the plans and specifications and other information submitted by an Owner or Owner's authorized agent for review and approval comply with the standards contained in these CCRs. The required documents shall be identified in an administrative policy approved the Board and incorporated with this document by this reference. Said policy shall include the number of plan sets to be submitted for review with the size, scale and format of said plans. Upon receipt, all submissions shall be dated stamped with the date and time of receipt. The applicant shall be notified, in writing, of the date upon which the Association has deemed the proposed plans and specifications acceptable for review.

8.4.1 Plans and Specifications. Notwithstanding the site plan review requirements of the City of La Grande Land Development Code, construction plans and specifications to be submitted by the Owner to the Association, at such owner's expense, shall include the following, and shall be submitted in writing over the signature of the Owner or Owner's authorized agent:

8.4.1.1 Architectural plans and specifications, including building elevations, types of materials, colors, brief description of mechanical systems, structural systems, floor plans, typical wall sections, and roof construction, screening of mechanical equipment and/or roof penetration, and appurtenances.

8.4.1.2 Site plan showing the location and design of all improvements (including all buildings to be constructed on the Lot at a future date), fences, streets, roads, parking areas, storage areas, lighting plan, number, size and layout of parking spaces, setbacks, loading areas, trash areas, pedestrian circulation patterns, sidewalks, fire hydrant locations, retaining walls, landscaped areas, grading and drainage, easements, utilities, driveways, sidewalks and curb cuts.

8.4.1.3 Complete grading and drainage plans, showing all relevant elevations, drainage and retention areas and point flows, and storm water detention calculations. No land shall be developed and no use shall be permitted which results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other water management facility in compliance with the approval by the Association and the City of La Grande. The development of each parcel shall

provide for onsite storm water management to insure that post-construction run-off does not exceed pre-construction run-off.

8.4.1.4 Proposed development schedule, covering each phase of development of the Lot;

8.4.1.5 Description of proposed operations or uses including number of employees intended and proposed for the future;

8.4.1.6 Characteristics of the process of the industrial type, if applicable, with particular emphasis on measures that will be taken to mitigate adverse characteristics such as water, noise, and air pollution;

8.4.1.7 Complete landscaping plan as described in Section 7.8.2; and

8.4.1.8 Signage plan, showing size, height, design, location, color, materials, construction and lighting plans relating to each intended sign.

8.4.1.9 Prior to approval, the Association may require additional information during the review process. Should additional information be required, the Association will notify the Owner in writing and provide a reasonable period of time for a response.

8.5 Plan Approval The Association shall have the right to approve submitted plans and specifications with conditions or stipulations with which the Owner shall be obligated to comply and which must be incorporated into all plans and specifications for such improvements. The Association shall have the right to disapprove any plans and specifications upon any finding that such proposed improvements are inconsistent with the objectives and purposes of these CCRs. Failure to comply with any of the provisions of these CCRs or of the conditions and restrictions specified herein or any failure to provide requested information shall be grounds for disapproving the plans and specifications for any proposed improvements on a lot. The review and approval process provided for herein is separate from, and in addition to, all approvals, permits, and other requirements as may be required by the City of La Grande Land Development Code and any other government, government agency, quasi-government entity, or public or private utility having jurisdiction over the Property. It is the sole responsibility of the Owner to obtain any and all required approvals and permits prior to the construction of any Improvements. The Association shall not be obligated to secure or aide in securing any such approval or permit.

8.5.1 Approval of any Plans and Specification by the Association shall not be deemed an assurance or guarantee that any Plans and Specifications as approved by the Association comply with any governmental or other requirements, nor that any such Plans and Specifications are adequate in terms of design, engineering, or other respect.

8.5.2 Approval of plans and specifications by the Association in any particular case shall not be deemed an approval of, or otherwise obligate the Association to approve, similar plans and specifications for any of the elements or features for the improvement on any other Lot within the property.

8.5.3 Following review by the Association, one (1) copy of all plans, specifications and related data so submitted shall be retained in the records of the Association and one copy shall be returned to the Owner or Owner's Authorized Agent submitting same and marked "Approved", "Approved with Conditions", or "Disapproved" as appropriate.

8.5.4 Plan Changes. Prior to construction, any and all supplements, amendments, revisions, or other changes or alterations to any plans and specifications previously approved by the Association shall require the express written approval of the Association, such requests for approval shall be made and processed in accordance with the provision of this Article.

8.6 Project Construction Timeline. All development and site improvements in the Park shall abide by and conform to the following timeline, unless the Owner is granted a waiver or extension by the Association;

8.6.1 Obtain within six (6) months of the date of closing of the sale to the Owner approval of the site plan and proposed improvements for the Lot from the Association pursuant to Articles 7 and 8 herein and obtain site plan approval from the City of La Grande; and

8.6.2 Construction shall commence as evidenced by the Owner completing the foundation(s) for structure(s) approved pursuant to Articles 7 and 8 and construction of all structures shall be completed within twelve (12) months from the sale closing date; and

8.6.3 Building is occupied and all site improvements completed within eighteen (18) months from the sale closing date.

8.7 Obligation to Follow Plans. The approved plans/specifications shall be followed strictly. Any failure to comply with the approved plans/specifications shall constitute a breach of these CCRs and may trigger the enforcement provisions of Article 13 herein. Approval of a project may require a performance guarantee to assure full development of the property occurs as specified in the site approval by the La Grande Business & Technology Park Owners Association. Failure to abide by the project construction timeline set for in Section 8.6 herein or as modified by the site plan approval of the Association, may be cause for rescission of the property sale pursuant to Article 11 herein.

8.8 Notice of Completion. Upon completion of any construction, replacement, alteration, or other location or change of any improvement(s), the Owner shall furnish

written notice to the Association of the same. Thereafter, the Association or its designee shall have the right to inspect the improvement(s) to assure compliance with the site plan approval of the Association and the Owner shall cooperate with the Association or its designee to arrange same. If the Owner fails or refuses to permit such inspection, or if upon inspection it is determined that such improvements do not comply with the approved plans, the Association may furnish the Owner with written notice of noncompliance and exercise all remedies permitted herein, at law, or in equity. A failure of the Association to make such an inspection or furnish written Notice of Noncompliance following any such inspection shall not prevent the Association from later asserting any rights against any Owner, its successors, or assigns for Improvements made which are not in compliance with Approved Plans or otherwise not in compliance with any provisions within these CCRS. For the purposes of this Article, project completion shall include the following:

8.8.1 Installation of all approved finish on all interior and exterior walls including roofing, paint, trim, and design elements required under Article 8; complete installation of all windows and doors;

8.8.2 Construction to include paving and/or concrete work of all driveways, walkways, sidewalks, parking lots, and truck loading areas;

8.8.3 Removal of all construction debris and excess materials

8.8.4 Completion of required storm water and drainage improvements;

8.8.5 Completion of landscaping (or posting of bond as provided for in Article 7); and

8.8.6 Construction of required fencing or walls.

8.9 Variances. The Association may grant variances under extraordinary circumstances. Variances to the requirements of these CCRs shall be limited to physical constraints beyond the Owners control and not resulting from any action by the Owner that prevent compliance. Requests for variances shall be in writing and shall include the nature of the condition that is beyond the Owners control and a proposed alternative that meets the intent of the provision for which the variance is being requested. Neither financial need nor cost shall be justification for requesting or granting a variance. The granting of a variance by the Association shall not relieve the Owners of their responsibility to comply with all provisions relating to variances, as may be applicable in the La Grande Land Development Code.

8.10 Disclaimer of Liability. Neither the Remaining Co-Declarant nor the Association, nor their respective members, successors, or assigns, shall be liable for damages to anyone submitting plans to them for approval, or to any Owner of land affected by this CCRs, or to any third party, by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications, and every Owner or tenant of a Lot covenants

and agrees, by acquiring title thereto or and interest therein, that he will not bring any action or suit against the Co-Declarants or the Association, or its members, successors or assigns, to recover any such damage.

ARTICLE 9 PROPERTY AND DEVELOPMENT MAINTENANCE

9.1 Construction Period. During construction, a Lot shall be cleaned and maintained on a reasonable periodic basis, and all trash, rubbish, and debris shall be removed promptly from the Lot after such construction or work is completed. All construction storage and equipment yards shall be fenced in a manner approved by the Association, and shall be located on a Lot in a manner which minimizes the impact on adjacent Lots and streets.

9.2 Site and Building Maintenance. Each Owner of a Lot shall keep its Building Improvements, and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police and fire requirements. Each Owner, Tenant, and Occupant at its own expense shall remove any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage, or other waste shall be kept in sanitary covered containers of either metal or rigid plastic. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Lot by burning in open fires.

9.3 Landscape and Grounds Maintenance. The landscape development shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials. Undeveloped areas of a Lot shall be maintained in a managed condition, not conducive to weeds, fire, dust or safety hazards.

9.4 Owner's Failure to Maintain. If an Owner fails to maintain his Lot or the improvements thereon including, but not limited to, the landscaping thereon, as required by this CCRs, then the Association shall have the rights and powers as set forth in Article 13 to enforce the provisions of these CCRs

ARTICLE 10 EASEMENTS

10.1 Easements, Generally. All utility, drainage, access, recreation, sewer and other easements shown on the Plat are hereby granted, dedicated, and reserved for such purposes. All utilities shall be placed underground. No building or other structure shall be constructed or placed upon any easements except streets, driveways, walkways, fences and landscaping, and then only if such items are approved by the Association and such items do not unreasonably interfere with any proper use and maintenance of any easement. All easement area within any Lot and improvements thereon shall be

maintained and cared for by the Owner of the Lot unless the Co-Declarants or the Association or owner of such easement expressly assumes such responsibility either pursuant to the Declaration or otherwise. Location of easements may be changed in the event a different location is found to be to the advantage of Co-Declarants provided the property remains in the Co-Declarants ownership.

10.2 Easement Rights. In the event an Owner desires to exercise the easement rights provided for in this section, such Owner shall first obtain the written consent of the Association and shall take all action necessary to ensure a minimum amount of damage and interference with such portion of the Property and other Lots and users. Anyone making use of the utility easements as set forth on the plat of the Park shall be responsible for restoration of all landscaping disturbed by such work

10.3 Costs. Such Owner shall pay the entire costs involved in the exercise of its easement rights, including all costs to fully restore or cause to be fully restored to substantially their previous condition any improvements on the subject property which maybe damaged as a result of such exercise. The Association shall have the right to disapprove of any installation if in its judgment such installation, among other things, would duplicate any existing services, could be provided by other utility providers or by existing common utilities established within the common utilities easement.

ARTICLE 11 RESCISSION OF SALE

11.1 Rescission of Sale. If an Owner of any Lot, other than the Remaining Co-Declarant, does not commence construction of a building or buildings or complete construction and all site improvements within the timelines set forth in Section 8.6 herein or any alternative timeline as approved by the Association, Co-Declarant who is party to the land transaction shall have the option to repurchase said lot. Said Option shall be exercisable by the Co-Declarant who is party to the land sale transaction upon delivery in writing of a notice to said owner within six (6) months after the expiration of said timeline to commence construction or to complete construction as set forth in Section 8.6 herein or any alternative timeline as approved by the Association. Closing of this rescission of sale shall take place within sixty (60) days following the notice of intent to exercise such option.

11.2 Purchase Price. The purchase price to be paid upon exercise of this rescission option shall be the sum of the following:

11.2.1 The purchase price paid for the land by the Owner; less

11.2.2 The cost to restore the property to the condition at time of sale if any site work or construction, including construction of a foundation, has occurred; less

11.2.3 Unpaid real estate tax and special assessment, if any; less

11.2.4 Proration of current year's real estate taxes to date of closing; less

11.2.5 Title insurance policy premium paid by the Owner in connection with the original sale; less

11.2.6 Unpaid liens or special charge of an ascertainable amount; plus

11.2.7 The fair market value of improvements provided the Co-Declarant opts to exercise this option after construction has commenced beyond the foundation which shall be determined by a mutually agreed upon appraiser, which determination shall be binding on the Co-Declarant and the Owner.

11.3 Conveyance shall be by Warranty Deed from said Owner to the Co-Declarant free and clear of all liens, encumbrances except those in existence prior to the Owner's purchase of the Property, and subject to municipal zoning and land division ordinance, recorded easements for public utilities, and the protective covenants contained in these CCRs and amendment thereto. Owner shall furnish a title insurance policy, at Owner's expense, to the Co-Declarant in the full amount of the purchase price.

11.4 Limitations on Rescission. Nothing contained in this Article shall be deemed to give the Co-Declarant a right of first refusal or option with regard to lands which have been improved by the completion of the building or buildings and installation of original site improvements, as approved pursuant to Article 8 herein. The option set forth herein shall apply to vacant land parcels where construction has not commenced or parcels where construction of building(s) and site improvements has not been completed in the time frames set forth in Section 8.6 herein or as specified in the Site Plan Approval issued pursuant to Article 8.

11.5 Commencement of Construction. Commencement of construction of a building, as used herein, means that the Owner of a Lot has:

11.5.1 obtained the approval of the Association as set forth in Article 7 hereof;

11.5.2 obtained permits and approvals from the appropriate governmental authorities authorizing construction of all buildings and improvements as approved by the Association; and

11.5.3 completed site work up to and including the completion of the foundation for the building(s).

ARTICLE 12
RECAPTURE OF LAND

12.1 In the event an Owner of a Lot, other than the Co-Declarants, desires to sell any portion of the undeveloped land within a Lot which is not being used in connection with the business of said Owner located on the Lot, the Owner may offer, in writing, said portion of the Lot to the Remaining Co-Declarant.

12.2 The price of the property shall be computed as set forth in Article 11 above.

12.3 The Remaining Co-Declarant shall have forty-five (45) days from the date of receipt of the written notice offering the property to the Remaining Co-Declarant to accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be in writing. Upon acceptance by the Remaining Co-Declarant, conveyance by the Owner shall be by Warranty Deed free and clear of all liens and encumbrances, except those in existence prior to the Owners purchase of the property, and subject to the zoning and land division ordinances of the City of La Grande, recorded easements for public utilities, and the covenants set forth herein and any amendments thereto. The Owner shall furnish, at Owner's expense, a title insurance policy to the Remaining Co-Declarant for the full amount of the purchase price.

12.4 If the Remaining Co-Declarant declines the offer to purchase the portion of the Lot, the Lot shall remain subject to the provisions of Section 7.4, requiring development proposals in conjunction with a Lot division or alteration.

ARTICLE 13
ENFORCEMENT

13.1 Abatement and Suit. The CCRs contained herein shall run with the land and be binding upon and inure to the benefit of Remaining Co-Declarant and the Owners of every Lot within the Park. These CCRs may be enforced as provided hereinafter by the Association acting on behalf of all Owners of Lots within the Park.

13.2 Attorney-in-Fact. By acquiring an interest in the Park, each Owner irrevocably appoints the Association as the Owner's attorney-in-fact for enforcement and all other purposes.

13.3 Owner Enforcement Action. If the Association fails to take corrective action within thirty (30) days after an Owner has notified the Association in writing of a claimed violation of these CCRs, then (and only in that event) an Owner, at his own cost and expense, may separately seek action to enforce these CCRs as hereinafter provided.

13.4 Violations. Violation on any term or provision herein contained shall give the Association the following cumulative rights:

13.4.1 To enter upon the portion of the property wherein the said violation exists to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the CCRs hereof;

13.4.2 To institute a proceeding at law or in equity against the Owner or Owners who have violated or are attempting to violate any of the terms and provisions of these CCRs and to enjoin or prevent them from continuing to do so;

13.4.3 Or otherwise to cause said violations to be remedied and/or to recover damage for said violation.

13.5 Enforcement Notice. Prior to any enforcement action, notice shall be served in writing on the Owner of the Lot on which the apparent violation exists. The Owner shall be given thirty (30) days from the date of the Enforcement Notice to cure the breach of these CCRs. A copy of the Enforcement Notice shall be provided to the Remaining Co-Declarant and to the Association and other affected Owners. Reasonable extensions shall be given of the time in which the breach of these CCRs must be cured. If Owner fails to fully correct the breach of these CCRs within the time period specified herein, enforcement action may be taken by the Association as set forth herein.

13.6 Costs of Enforcement. All costs of abatement, removal or remedying of the violation shall be assessed against the Owner of said property and failure to pay such assessment shall constitute a lien enforceable against the Property.

13.7 Deemed to constitute a Common Law Nuisance. Every violation of these CCRs or any part thereof is hereby declared to be and to constitute a common law or private nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, Tenant, or Occupant shall be applicable against every such violation and may be exercised by the Association. In the event of any violation or the threatened violation of these CCRs or any part thereof, any person or entity, authorized to enforce these CCRs, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a Court of competent jurisdiction in addition to all other remedies set forth herein.

13.8 Attorney Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these CCRs or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.

13.9 No Waiver. The failure of the Association to enforce any covenants, conditions, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any covenants, conditions, restrictions or reservations, and the Association shall not be liable therefore.

ARTICLE 14
GENERAL CONDITIONS

14.1 Severability. Invalidation of any one of the provisions of these CCRs by judgment or court order shall in no way affect any other provision herein, which shall remain in full force and effect.

14.2 Interpretation of Conflict. In the event a provision of these CCRs directly conflicts with any applicable statute, regulation or ordinance, the more restrictive requirement shall be deemed to be controlling.

14.3 Amendments. These CCRs, or any provision hereof, or any covenant, condition or restriction herein, may be modified or amended as to the whole of the Property, with the written consent of the owners of sixty-five percent (65%) of the total votes held by members of the Association, pursuant to Article 6, provided no such modification or amendment shall be effective without the written approval the City of La Grande Urban Renewal Agency so long as the City of La Grande Urban Renewal Agency holds at least one vote in the Association.

14.4 Notices. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Lot Owner (1) to the address of the Lot, if improved; (2) to the address set forth in the purchase and sale agreement if the Lot is not improved; or (3) if neither of the forgoing applied, then to the last known address of the Owner. If intended for the Remaining Co-Declarant, then to the address designated by the Remaining Co-Declarant from time to time.

14.5 Additional Property. Additional property may be subjected to these CCRs by the Remaining Co-Declarant. Remaining Co-Declarant shall indicate its intent to have such property bound by these CCRs in the plat of such property, or by recording an additional Declaration, and thereafter such additional property shall be considered as part of the Property in all respects. The right of the Remaining Co-Declarant shall be assignable to one or more assignees.

14.6 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to these CCRs is contained in the instrument by which such person acquired an interest in the Property.

14.7 No Claim Arises Out Of Enforcement or Non-enforcement. No owner or occupant of Park property shall acquire a claim against the City of La Grande Urban Renewal Agency or their members, successors or assigns, by reason of any mistake in judgment, negligence, nonfeasance, action or inaction related to enforcement or failure to enforce any provision of these CCRs. Failure to enforce any of such covenants,

conditions and restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter.

14.8 Rights of Mortgagees. No breach or violation of these CCRs shall defeat or render invalid the interest created by any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value, with respect to the development of or permanent financing for any Park lot. However, it is expressly understood that these CCRs apply to and govern the actions of any mortgage holder and any subsequent purchaser of Park property whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights, of these restrictions shall be binding upon and effective against any.

14.9 Captions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Captions of the CCRs provisions are used for convenience only and shall not in any way define, limit, or expand the scope and intent of the particular provision to which they refer.

14.10 Use of Name of Park. No person shall use the words "La Grande Business & Technology Park " or any derivative thereof in the name of any commercial or industrial building or any business or enterprise or in any printed or promotional material without the prior written consent of the Remaining Co-Declarant. However, owners or occupants may use the term "La Grande Business & Technology Park" in printed and promotional matter where such term is used solely to specify that the particular property is located within the La Grande Business & Technology Park.

14.11 Other Applicable Laws. Notwithstanding the provisions contained in these CCRs, all development and use of land in the Park shall be in accordance with all applicable local, state, and federal zoning, building, fire safety, health, and environmental regulations, rules, ordinances and laws

14.12 Owner's Liability Subsequent to Sale. Upon sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of conveyance, but nothing herein shall relieve an Owner of any Lot from liability for any assessments or other obligations incurred pursuant to these CCRs prior to such sale.

14.13 Certificates of Compliance. Upon payment of a reasonable fee set forth from time to time by the Remaining Co-Declarant or the Association and upon written request of, or authorization by, any Owner, the Remaining Co-Declarant or the Association shall issue within fifteen (15) days from receipt of the written request, certification in recordable form stating whether or not the Lot of such Owner is in known violation of these CCRs. Said written statement shall be conclusive upon the Remaining Co-Declarant and the Association in favor of the persons who rely thereon in good faith. If the Remaining Co-Declarant or the Association fails to furnish such statement within 15 days, the Lot shall

conclusively be presumed to be in conformance with these CCRs as of the date of the written request for such statement.

14.14 Duration of Covenant. Each of the CCRs set forth herein shall continue and be binding for a period of twenty-five (25) years from the date approved by the Association. The CCRs shall be automatically continued thereafter for successive periods of twenty (20) years each. Provided, however, that said CCRs may be amended or altered in accordance with Section 14.3 herein.

14.15 Liability. Neither the Remaining Co-Declarant, the Association, or their respective members, successors or assigns, nor any director, partner, officer, member, agent or employee of any of them, shall be liable to any party for any action or failure to act with respect to any matter concerning these CCRs if the action involved was undertaken in good faith.

14.16 Counterparts. These CCRs may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, to the same effect as if all parties hereto had signed the same signature page.


IN WITNESS WHEREOF, the Remaining Co-Declarant, and Larvik Commercial LLC, as owners of more than 65% of the Property and possessing more than 65% of the votes in the Association, have executed these **THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LA GRANDE BUSINESS & TECHNOLOGY BUSINESS PARK** as of the day and year set forth herein.

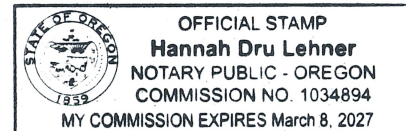
Larvik Commercial, LLC

BY: 
Ronald C. Larvik, President

State of Oregon
County of Union

This record was acknowledged before me, on this 19 day of April 2023,
by Ronald C. Larvik, and that said instrument was executed freely and voluntarily.


Notary Public for
the State of Oregon



City of La Grande Urban Renewal Agency

BY: _____
Justin B. Rock, Mayor

State of Oregon
County of Union

Know all people by these presents, on this _____ day of _____ 2023,
before me a Notary Public in and for said County and State, personally
appeared the Mayor of the City of La Grande, known to me to be the
identical person named in the foregoing instrument, and that said
instrument was executed freely and voluntarily.

Notary Public for
the State of Oregon

CITY of LA GRANDE

URBAN RENEWAL AGENCY ACTION FORM

Agency Meeting Date: May 3, 2023

PRESENTER: Robert A. Strope, District Manager

AGENCY ACTION: **APPOINTING MEMBERS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE FOR THE LA GRANDE BUSINESS AND TECHNOLOGY PARK**

1. MAYOR: Request Staff Report
2. MAYOR: Invite Public Comments
3. MAYOR: Invite Agency Discussion
4. MAYOR: Entertain Motion

Suggested Motion: I move that the Agency appoint the District Manager and the members of the Urban Renewal Advisory Commission as voting members of the Site Plan and Architectural Review Committee for the La Grande Business & Technology Park as presented (or amended).

5. MAYOR: Invite Additional Agency Discussion
6. MAYOR: Ask for the Vote

EXPLANATION: The Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions, (CC&Rs) La Grande Business & Technology Park, Article 8, contemplates Association appointment of a Site Plan and Architectural Review Committee for the La Grande Business & Technology Park. Assuming the Agency approved the action item to revise the CC&Rs as presented this evening, the Agency has the authority to make said appointment. This function was previously performed by the UCEDC Property Committee, and when the Agency appointed members to the UCEDC Board, the District Manager served as a voting member of that Board as well as on the Property Committee. Given the Agency has a standing Commission, the URAC, it would be a smooth transition to appoint the URAC to serve as the Committee with the District Manager also serving as a voting member. There are properties which have been sold that will need site plan approval prior to construction, and therefore, a Committee is needed at this time.

District Manager Strope recommends the Agency approve the Committee appointments as presented.

Reviewed By: (Initial)

District Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

AGENCY ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____
Second Reading: _____
Effective Date: _____