AIRPARK BUSINESS COMPLEX

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that AIRPARK BUSINESS COMPLEX, INC. a corporation duly incorporated and existing under the laws of the State of Oregon, by whose authority we are acting, do hereby make, establish, and declare that the annexed map of "AIRPARK BUSINESS COMPLEX, INC." is true and correct, and that all streets, and all areas of the lots shown therein are as shown and described in the annexed map and plotted in accordance with the dimensions and all streets of the lots shown therein; and we do hereby dedicate to the public forever all streets and easements shown on said map.

WITNESSES WHEREOF, we have set our hands and sealed this 21st day of February, 1992.

[Signatures]

DONALD R. KABER, M.D., PC President Plane

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMhill

On this day personally appeared before me the above named persons who acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS WHEREOF I have set my hand and seal this 21st day of February, 1992.

[Signature]

THERE ARE NO WATER RIGHTS APPERTAINING TO THIS SITE.

APPROVALS

CITY OF NEWBERG

Date

[Signatures]

SURVEYOR'S CERTIFICATE

I, Donald R. Cooley, a Registered Land Surveyor in the State of Oregon, do hereby state that during the month of May 1991, I accurately surveyed, subdivided, and put into lots and streets the land shown on the annexed map of AIRPARK BUSINESS COMPLEX, the boundary of which is described as follows:

[Description of boundary and dimensions]

I hereby certify that the annexed map is true and correct representation of the lots and streets as staked upon the ground with 0/8" x 30" iron rods at all lot corners, curve points and boundary change points unless noted.

[Signature]

[Registration Number]

STATE OF OREGON
COUNTY OF YAMHILL

I hereby certify that this plat was duly recorded by me in the Yamhill County Records in the name of the Cary Platts on the 3rd day of April, 1992.

[Signature]

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

AIRPARK BUSINESS COMPLEX

THIS DECLARATION made this 30 day of JANUARY, 1992, by AIRPARK BUSINESS COMPLEX, INC., an Oregon corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in this Declaration, to-wit: See Exhibit "A"

Beginning at a point on the South line of and 23.00 chains East and the S.E. corner of the original D.L.C. of Richard Everet and wife, Claim No. 72, Section No. 14 T31S R32E, Township 3 South Range 2 West of the 4th P.M. in Yamhill County, Oregon; thence North 12.83 chains; thence East to the Southwesterly margin of the milwaukee-riverton State Highway; thence South 21°29'31" East along the Southwesterly margin of the said State Highway to its intersection with the South line of said Claim; thence West along the South line of said Claim to the place of beginning.

NOW, THEREFORE, the Developer hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants running with the land, and shall be binding upon all persons claiming under them, and also that these conditions, covenants, restrictions, easements, and reservations shall inure to the benefit and be limitations upon all future owners of said property or any interest therein.

Section 1. The real premises as above stated is being subdivided in accordance with the rules and regulations of the City of Newberg. The property is known as AIRPARK BUSINESS COMPLEX, it consists of eighteen (18) lots as per the duly filed plat as recorded in Filin Volume 3, Page 2027 Records of Yamhill County, Oregon.

Section 2. A building set-back of not less than twenty (20) feet shall be required on the lots abutting Hwy. 219.

Section 3. All lots abutting State Hwy. 219 shall have uniform landscaping and screening in accordance with the approved landscaping plan approved by the City of Newberg and on file at the Newberg Planning Department.
Section 4. All lot owners of the subdivision shall pay their pro-rata share of the following costs based upon the lot area (square footage of the lots) for:

1. The widening of Hwy. 219 at the intersection of Ninth Street as may be required by the State Highway Department of the State of Oregon.

2. The cost of future installation of curb and sidewalk improvements along Hwy. 219 that abut the subdivision.

Section 5. Lot owners of Lots 5 and 6 of the subdivision, shall pay their pro-rata share of the street improvements of Mandy Lane to City standards when requested by the City based upon the lot area (square footage of the lots).

Section 6. Upon construction of a building on a lot, the owner of such lot agrees to construct sidewalks in accordance with the rules and regulations of the City of Newberg.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Developer or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first thirty (30) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes eligible to be cast. Provided, however, that any such amendment shall not be effective to amend said covenants and restrictions until such time as the City of Newberg approves such amendments.

Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of the property concerned. All such amendments must be recorded in the appropriate deed records of Yamhill County, Oregon to be effective.
IN WITNESS WHEREOF, we have hereunto signed this document to have effect on the date indicated hereinabove by the authority vested.

AIRPARK BUSINESS COMPLEX, INC.

By

Sam Whitney
President

DAVID F. ABBOTT, M.D., P.C. RETIREMENT PLANS

By

David F. Abbott
President

STATE OF OREGON

COUNTY OF Yamhill

This instrument was acknowledged before me on January 30, 1992, by SAM WHITNEY, the President of AIRPARK BUSINESS COMPLEX, INC., an Oregon corporation, on behalf of said corporation, and asserts that he has the authority to execute this document on behalf of said corporation.

Karen Bales
Notary Public for Oregon
My Commission Expires: April 2, 1995

STATE OF OREGON

COUNTY OF Yamhill

This instrument was acknowledged before me on January 30, 1992, by David F. Abbott, the President of DAVID F. ABBOTT, M.D., P.C., RETIREMENT PLAN, an Oregon corporation, on behalf of said corporation and asserts that he has the authority to execute said document.

Karen Bales
Notary Public for Oregon
My Commission Expires: April 2, 1995

AFTER RECORDING, RETURN TO
Newberg City Attorney
414 E. First Street
Newberg, Oregon 97132

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AIRPARK BUSINESS COMPLEX
EXHIBIT A

Beginning at a point on the South line of and 25.00 chains West and the SE corner of the original DLC of Richard Everest and wife, Claims No. 52, Notification No. 1474 in Township 3 South Range 2 West of the WM in Yamhill County, Oregon; thence North 12.62 chains; thence East to the Southwesterly margin of the Hillsboro-Silverton State Highway; thence South 21°03'34" East along the Southwesterly margin of the said State Highway to its intersection with the South line of said Claim; thence West along the South line of said Claim to the place of beginning.