DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
NEWBERG PROFESSIONAL CENTER
NEWBERG, OREGON

DECLARATION

THIS DECLARATION, made this 14th day of November, 1979, by
DAVID F. ABBOTT, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described
in this Declaration and desires to create thereon a space for the location
of medical and dental offices and related support services, with common
facilities for the benefit of such offices. This development shall be
referred to as the "Newberg Professional Center", and

WHEREAS, the Developer has deemed it desirable for the efficient
preservation of the values and amenities of the said development to create
an agency to which should be delegated and assigned the powers of
maintaining, administering and enforcing the covenants and restrictions
and collecting and disbursing the assessments and charges hereafter created.
This agency shall be referred to as the "NEWBERG PROFESSIONAL CENTER
ASSOCIATION".

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 interests therein.

ARTICLE I
DEFINITIONS

Section 1.
"Association" shall mean and refer to "NEWBERG PROFESSIONAL CENTER
ASSOCIATION", a non-profit corporation organized under the laws of the State
of Oregon, its successors and assigns.

Section 2.
"Association of Members" means all the owners and other persons entitled
to vote, acting as a group, in accordance with this declaration and bylaws.

Section 3.
"Building" means a multiple unit building or a single unit building
or any combination thereof, comprising a part of the property.

Section 4.
"Common Expenses" means the expenses of administration, maintenance,
repair or replacement of the common facilities, expenses agreed upon as
common by the owners, and expenses declared common by this declaration, or
the bylaws of this Association.
Section 5.

"Lot" shall mean and refer to any separately designated plot of land shown upon any recorded subdivision map of the properties with the exception of the Common or Public Areas.

Section 6.

"Member" means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and bylaws.

Section 7.

"Owner" shall mean the record owner, record mortgagor, record grantor of a trust deed, or contract purchaser, whether one or more persons or entities, of a fee simple title, to any lot, plot or office unit situated upon the properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, contract seller or beneficiary of a trust deed, unless and until such mortgagee, contract seller or beneficiary of a trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8.

"Developer" shall mean David F. Abbott, or his assigns.

Section 9.

"Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the Jurisdiction of the Association.

Section 10.

"Common Areas" shall mean all real property, and appurtenances thereto, now or hereafter owned or maintained by the Association for the common use and enjoyment of the members of the Association.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is more particularly described in two parcels, to wit:

PARCEL 1

Being parts of Lots 6 and 10 of County Survey 2266 in the Southwest one-quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; further described as follows: Beginning on the East line of the Daniel D. Deskins Donation Land Claim in said township and range, at a point N 00°21' W 30.828 chains from the Northeast corner of said Deskins claim; thence S 00°21' W on said claim line, 210.21 feet; thence S 89°54' E 151.0 feet to an iron pipe, being the TRUE POINT OF BEGINNING, herein; thence S 89°54' E 512.60 feet to an iron rod on the East line of Lot 10 of said County Survey 2266; thence W 00°10' E 210.21 feet to an iron pipe at the Northeast corner of said Lot 10; thence N 89°54' W 323.12 feet to an iron pipe on the North line of said Lot 6; thence S 00°21' W 95.40 feet to an iron pipe; thence N 89°54' W 114.65 feet to an iron pipe; thence Southwesterly on a 59.95 foot radius curve to the left, 58.96 feet; thence S 33°45' W 14.85 feet; thence Southerly on a 98.00 foot radius curve to the left, 57.13 feet; thence S 00°21' W 21.84 feet to said true point of beginning.
PARCEL II

Being a part of Lot 6 of County Survey 2266, in the Southwest one-quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, further described as follows: Beginning on the East line of the Daniel D. Deskins Donation Land Claim in said township and range, at a point S 00°21' W 34.013 chains from the Northeast corner of said Deskins claim and also being S 00°21' W 210.21 feet from the Northwest corner of said Lot 6, thence S 89°54' E 151.0 feet to an iron pipe; thence N 00°21' E 21.64 feet; thence Northwesterly on a 98.02 foot radius curve to the right, a distance of 18.17 feet; thence N 89°54' W 152.68 feet to the East line of said claim; thence S 00°21' W 40.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress and egress over and across a strip of land 20 feet wide, running from the West line of Parcel I to the North line of Parcel II, the Southerly line of said 20 foot strip, being described as follows: Beginning South 00°21' West 95' of the Northerly Northwest corner of Parcel I to the true point of beginning; thence North 89°54' West 114.65 feet to an iron pipe; thence Southerly on a 59.95 foot radius curve to the left, 58.96 feet; thence South 33°45' West 14.85 feet; thence Southerly on a 98.00 foot radius curve to the left, 57.13 feet to the terminus of said line.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.
Every person or entity who or which is an owner of a lot shall be a member, the owner of more than one lot shall be a member as to each lot so owned, and shall have one vote for each lot so owned. The owner of each lot shall be considered a separate owner. Proportionate shares of the separate owners in the common revenue and expenses in connection with their private common, or any public lands which the Association is required to improve and/or maintain, and the proportionate representation for voting purposes in the Association of the separate owners shall be equal.

Section 2.
Each owner shall have one vote, whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any one lot, all such persons shall exercise their one vote as a unit, as they among themselves shall determine.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members Easement of Enjoyment.
Subject to the provision of Section 4 of this Article IV, every member shall have a right and easement of enjoyment in and to the said private common or said public lands referred to in Article III, Section 1, and such easement shall be appurtenant to and shall pass with the title to every lot or office unit.

Section 2. Conveyance of the Common Areas.
The Developer hereby covenants that they will convey to the Association all the interest of the Developer not previously conveyed to the City of Newberg in the Common Areas designated as such on Exhibit A. This will occur no later than the time when seventy-five (75%) percent of the lots in this Planned
Unit Development (PUD) are sold. At said time or within one hundred twenty (120) days thereafter the office owners Association will be incorporated by the Developer and will hold its first meeting pursuant to its By-Laws.

Section 3. Extent of Members Easement.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants for all of said property, that from and after the first day of the month immediately following the conveyance of the Common Areas by the Developer to the Association and each owner of any lot, plot, or office unit by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular periodic or other regular assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment became due. The obligations shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Areas.

Section 3. Periodic Assessments.

The owner of each lot shall be obligated to pay a proportionate share of the expense in the development and maintenance of the Common Areas. The owner's share shall be as follows: (1) Until the Newberg Professional Center is developed with improvements upon twelve (12) lots or the Association is formed, each owner of a lot is obligated to pay one-eighth (1/8) share of any expense for the development, maintenance, insurance, taxes, and use of the Common Areas approved by the owners of a majority of the lots. When the Professional Center is developed with improvements constructed upon at least twelve (12) lots, or the Association is formed, each owner of the lot is obligated to pay that proportion of the development, maintenance, insurance, taxes, and use of the Common Areas as the total square footage of the owner's improvement (or if building is not completed the improvements that are permitted as shown on Exhibit A), bears to the total square footage of all of the permitted improvements on all lots in the Professional Center. Assessments shall be made promptly. The Newberg Professional Center Association and/or the owner of each lot has a course of action against the owner of any other lot who fails to pay promptly an expense so approved together with reasonable attorney's fees and court costs incurred in enforcing and collecting such assessment.
Section 4. Date of Commencement of Periodic Assessments: Due Dates.

The periodic assessments provided for herein shall commence as to all lots on the first day of the second month following the incorporation of the Association. Written notice of the periodic assessment shall be sent to every owner subject thereto. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each periodic assessment. The due date shall be established by the Board of Directors. The Association shall, upon demand, in any reasonable time, furnish the Certificate in writing, signed by an officer of the Association stating whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. Such Certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) percent per annum. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Yamhill County, State of Oregon, within one hundred twenty (120) days after delinquency, a statement of the amount of any such charges or assessments together with interest as aforesaid, which have come delinquent with respect to any lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest costs, and expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot with respect to which it is fixed and on any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment becomes due shall be personally liable for the expenses, costs and disbursements and attorney's fees which shall be secured by said lien, including costs and fees on appeal, and such owner at the time such assessment is incurred shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or any improvement thereon.

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds for or hereafter placed upon said property or any part thereof. Sale or transfer of any lot or any other part of said property shall not effect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage pursuant to a decree of foreclosure of such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which shall become due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages or other liens and charges have been satisfied. No sale or transfer shall relieve such lot and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.
Section 7. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all other properties owned by the Association.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law Apply.

Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls in this subdivision except where those general rules are inconsistent with these protective Covenants, Conditions, and Restrictions.

Section 2. Repair and Maintenance.

The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners whose lots abut the wall.

Section 3. Destruction.

If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

Section 4. Contribution.

The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.

Section 5. Arbitration.

Any dispute concerning a party wall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

ARTICLE VII
CONSTRUCTION AND ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE

Section 1. Construction and Architectural Control.

All plans for improvements of any lot in this Planned Unit Development (PUD) including, but not limited to, all building plans, size and dimensions of the buildings, landscaping plans, and the exact location of said buildings and landscaping on the said lot must be approved by the Developer. Additionally, the exterior decor and color of all buildings, all architectural designs and textures, shall be esthetically compatible and reasonably consistent with all other improvements in the Newberg Professional Center and must be approved by the Developer. Such approval must be in writing and signed by the Developer, or his successors, or assigns.

Section 2. Exterior Maintenance.

The Association shall maintain or provide for the maintenance of the Common Areas. The lot owners shall provide for the exterior maintenance of their lots including, without being limited to, the following: paint, repair, replace and care for roofs, gutters,
downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. In the event that the need for such maintenance or repair occurs and is not remedied by the owner within thirty (30) days after notice thereof, the costs of said repair or maintenance, after completion, may be assessed to the lot where the improvements were done, and shall be a lien and enforceable as such against said lot. The method for the assessment and enforcement of said lien shall be as follows: A meeting of the Association shall be called, pursuant to the By-Laws thereof, and the Board of Directors of said Association shall present to the meeting the names of all those owners who, in the opinion of the Directors, have not complied with the maintenance requirements hereinabove mentioned.

Section 3. Quorum Requirements.

The quorum requirements shall be the same as those required for the initial meeting referred to in Section 2, Article IV. Any owners found by an affirmative vote of seventy-five (75%) percent of the members present or by proxy, to have not properly maintained their lot, will be given notice of the specific deficiencies effecting their lot, and required to complete said maintenance or repair within ninety (90) days from the date of said notice. All notices to be sent by Certified Mail. Return Receipt Requested, to the address of the owner at his last known address. Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own office unit or units.

ARTICLE VIII
EASEMENTS

Section 1.
The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

ARTICLE IX
USE RESTRICTIONS

Section 1. Purpose.
The Newberg Professional Center is intended to provide space for the location of medical and dental offices and related support services. To assure this intent is carried out, it is advisable that space in this project be available for, but not limited to, the following purposes: (a) clinic and medical offices; (b) dental offices; (c) medical or dental laboratories; (d) X-ray facility; (e) pharmacy; (f) opticians/dispensing outlet for optical needs; (g) medical/dental research offices; (h) retail/rental outlets for equipment and supplies necessary for out-patient or handicapped patient care; (i) physical therapy.

Section 2. Signs.
No signs shall be displayed upon a lot except one professional sign indicating the business carried out upon the lot complying with the City of Newberg sign code applicable to such a use if the use were located in an R-2 zone or the equivalent. In addition, one sign upon a lot may advertise that lot for sale, lease or rent, and such a sign shall comply with the applicable provisions of the City of Newberg sign code.

Section 3. Waste.
No part of a lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish trash, garbage or any other waste shall be kept or maintained on any lot except in a sanitary closed container. No dump box.
garbage can or other waste container shall be kept on a lot in a place exposed to view from the Common Areas. No incinerator shall be kept or used on any lot.
Section 4. Cleanliness and Good Order.
The owner of each lot is responsible for maintaining the owner's lot in a clean and orderly condition. No noxious or offensive or unsightly condition shall be permitted on any lot. No condition which is an annoyance or nuisance to the use of any other lot shall be allowed.
Section 5. Time Limit on Building.
The Developer intends to sell lots for the purpose of constructing medical and related offices. If a lot is sold, but construction is not started within two years from the date of sale closing, the Developer shall have the option to repurchase the lot at the sale price less reasonable sales fees.

ARTICLE X
COMMON AREAS

Section 1. Purposes.
The Common Areas of the Newberg Professional Center as shown in the recorded plat are dedicated to the common use of all lots in the Newberg Professional Center for traffic flow, automobile parking, beautification, essential services, safety and convenience of all lot owners and their tenants, clients, customers and business invitees.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration.
These Covenants, Conditions and Restrictions run with the land and inure to the benefit of each lot in Newberg Professional Center for a term of twenty-five (25) years from the date of recording this Declaration, after which time these Covenants, Conditions and Restrictions shall be extended and renewed automatically for successive periods of ten (10) years unless the owners of seventy-five (75%) percent of these lots in the Newberg Professional Center vote to revise or terminate these Covenants, Conditions and Restrictions. Within the initial twenty-five (25) year term, no Covenant, Condition or Restriction shall be amended except by an instrument signed and acknowledged by all of the owners of all of the lots in the Newberg Professional Center.
Section 2. Enforcement.
Any owner of any lot in the Newberg Professional Center may enforce any Covenant, Condition or Restriction by an action at law or a suit in equity against any other owner. In such suit or action the party prevailing shall be entitled to reimbursement of all reasonable expenses or enforcement including but not limited to attorney's fees and court costs.
Section 3. Divided Ownership.
If more than one person has an ownership interest in a lot, then any of such owners may exercise all of the rights of the owner of that lot under these Covenants, Conditions and Restrictions except that in the event of disagreement between the respective owners of interests in the same lot the majority shall prevail.
Section 4. Severability.
If any of these Covenants, Conditions and Restrictions or any part thereof is declared to be invalid by a court of competent jurisdiction, the judgement or decree of the court shall not imply the enforceability of the remainder of these Covenants, Conditions and Restrictions.
Section 5. No Reversion.
The declarant for himself, his heirs and assigns retains no right of reversion or re-entry on account of any alleged breach of any of these Covenants, Conditions and Restrictions.


[Signature]

DAVID F. ABBOTT, M.D.

STATE OF OREGON
COUNTY OF YAMHILL

On November 21, 1979, before me appeared
DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledge to me that he did so freely and voluntarily.

[Signature]

NOTARY PUBLIC FOR OREGON
My commission expires: 6/3/82
AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG PROFESSIONAL CENTER
NEWBERG, OREGON

THIS AMENDMENT, Made the 16th day of December, 1980, by DAVID F. ABBOTT,
the Developer of Newberg Professional Center.

WHEREAS, David F. Abbott is the owner of all the lots in the Newberg Pro-
professional Center; and

WHEREAS, David F. Abbott wishes to make an amendment to the covenants,
conditions and restrictions recorded on the Yamhill County Deed Records at
Film 146, Page 1394, on November 21, 1979, by the method provided for in Article
XIII, General Provision, Section 1 Duration.

NOW, THEREFORE, the Declarations of Covenants, Conditions and Restrictions
for Newberg Professional Center are amended as follows:

I. Article I, Definitions, Section 7 is amended to read as follows:

"Owner" shall mean record owner, record mortgagee, record
grantor of trust deed, or contract purchaser, whether one
of more persons or entities, of a fee simple title, to any
lot, plot or office unit situated upon the properties, but
shall not mean or refer to any mortgagee, contract seller or
beneficiary of a trust deed unless and until such mortgagee
or beneficiary purchases said property at the mortgage foreclosure
sale or trustee's sale or the interest of the contract purchaser
is terminated.

II. Section 2:

Article III, Membership and Voting Rights in the Association,
is amended as follows:

ARTICLE III. Membership, Service of Process and Voting Rights in
the Association.

Section 1. Membership.
The same as in the original document.

Section 2. Service of Process.
Service of Process in any action relating to the common areas may
be made on the following person: Terrence D. Mahr, 115 N. Washington,
P.O. Box 511, Newberg, Oregon 97132.

Section 3. Voting Rights.
The same as in the original document.

DATED this 16th day of December, 1980.

David F. Abbott

Notary Public for Oregon
My Commission Expires: 10-8-84
By Laws of Newberg Professional Center

Article I.

Section 1: Name

The name of the non-profit corporation incorporated on October 5, 1981 is Newberg Professional Center Association, hereinafter referred to as the “Association”.

Section 2: Principal Office.

The principal office of the corporation shall be located in the complex at the office of the current President of NPCA, but meetings of members and directions may be held at such places within the state of Oregon, as may be designated by the Board of Directors.

Article II.

Definitions

The definitions used in the By-laws if the Association are the same definitions as set forth in Article I, Definitions of the Declarations of Covenants, Conditions and restrictions for Newberg Professional Center Newberg, Oregon executed November 21, 1979 by David F Abbott, developer, and recorded in Yamhill County records, Film 146, Page 1394-1402, and as amended December 10, 1980 and recorded on Yamhill County records, at Film Volume 157, Page 0313, hereinafter referred to as “C.C. and R.”.

Article III.

Membership, Service of Process and Voting Rights

The membership, voting rights in the Association and service of process for the Association are the same as Article III of the C.C. and R.

Article IV.

Section 1. Members Easement of Enjoyment.

Members Easement of Enjoyment shall be the same as Article IV, Section 1 of the C.C. and R.

Section 2. Sub-Leasing.

Any member may delegate his rights of enjoyment in the common area to any of his tenants who occupy said property under a leasehold interest, subject to Section 4. Such members shall notify the Secretary in writing of the name of any person, and the relationship of the member, to such the same extent as those of the members.

Recorded & Returned to:
Kim Stewart
PO Box 103 Newberg OR 97132
Section 3. Suspension of Rights of Enjoyment in Common Property.

During and period in which a member shall be in default in the payment of any annual or special assessment levied be the Association, the voting rights and the rights to use the common area may be suspended by Board of Directors until such assessment has been paid. A member is in default under provisions of this Section if a member does not pay periodic or special assessments within ten days from the due date. Such rights of the member may also be suspended after notice and hearing for a period not to exceed thirty (30) days, for each violation of any rule or regulation established by the board of Directors governing the use of the common area.

Section 4. Use Restriction.

The Newberg Professional center is intended to provide space for the location of professional services/offices as allowed by the zoning regulations of the city of Newberg.

Article V.
Board of Directors: Term of Office

Section 1. Number of Directors.

The affairs of the Association shall be governed by the Board of Directors Composed of five persons, provided that husband and wife may not serve as directors simultaneously.

Section 2. Election.

At the first annual meeting, the members shall elect two directors for a term of one year, two directors for term of two years, and one director for a term of three years, and at each annual meeting thereafter, the members shall elect directors for a term of three years to fill the position of any director whose term has expired.

Section 3. Removal.

Any director may be removed from the Board of Directors with or without cause by majority vote of the members of the association. In the event of death, resignation of removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of the predecessor.

Section 4. Compensation.

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred on the performance of his duties.
Section 5. Action Taken Without a Meeting.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI.
Meeting of Directors

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by ay two directors, after not less than ten (10) days notice to each director.

Section 3. Quorum.

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII.
Nomination and Election of Directors

Section 1. Nomination.
Nominations may be made from the floor at the annual meeting.

Section 2. Election.

At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the C.C. and R. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VIII.
Powers and Duties of the Board of Directors
Section 1. Powers.

The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the C.C. and R.

C. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

D. Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting, when such statement is requesting in writing by one-fourth (1/4) of the members who are entitled to vote;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

C. As more fully provided herein, and in the C.C. and R., to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article V; and

2. Send written notice of each assessment to every Owner, subject thereto at least thirty days in advance of each annual assessment period;

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on property owned and maintained by the Association.

F. Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;

G. Cause the Common Area to be maintained;
H. Cause the exterior or any other part of any building on said properties to be maintained; and

I. Such other duties and responsibilities as the Association may, from time to time, delegate to the Board of Directors.

Article IX. Committees

Section 1. Additional Committees.

The Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. Complaints.

It shall be the duty of the Board of Directors to receive complaints from members in any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

Article X. Meeting of Members

Section 1. Annual Meetings.

An annual meeting will be called by the President within the 1st fiscal quarter of each year.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mail, email or personal contact, a copy of such notice, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of
the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum.

The presence at the meeting of members entitled to vote, present or of proxies entitled to case, majority of the votes of the membership present shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the C.C. and R., or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease when said member no longer owns an interest in any Lot or improvements upon said properties.

Article XI.
Officers and their Duties

Section 1. Enumeration of Officers.

The officers of this Association shall be a President and a Vice president.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the general membership at each annual meeting of the members.

Section 3. Term.

The officers of this Association shall be elected annually at the general membership meeting and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.
Any Officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on that date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices.

The offices of Secretary and Treasures may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

President

A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign written instruments and shall co-sign all checks and promissory notes.

Vice-President

B. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as are required by the Board.

Treasurer

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each
fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each member.

Article XII.
Assessments

Assessments will be assessed, altered, and collected pursuant to the requirements of Article V of the C.C. and R.

Article XIII.
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The C.C. and R., the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XIV.
Corporate Seal

The Association may adopt a corporate seal.

Article XV.
Amendments

Section 1. Majority Vote.

These By-Laws may be amended, at regular or special meeting of the members, by a vote in person or by proxy of members entitled to exercise a majority of the total eligible voting power of the membership.

Section 2. Conflict.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the C.C. and R. and these By-Laws, the C.C. and R. shall control.

IN WITNESS WHEREOF, we, being all of the Directors of NEWBERG PROFESSIONAL CENTER ASSOCIATION, have hereunto set our hands this __________ day of ________, 2005.

[Signatures]
NEWBERG PROFESSIONAL CENTER
A SUBDIVISION IN THE SW 1/4 OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
YAMHILL COUNTY, OREGON
MAY, 1979

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DAVID P. ABBOTT, HILARY ABBOTT, C.R. MOE, C.C. CRYFALL, R.R. CRYFALL, C.C. PETERSON AND JOHN C. PETERSON ARE THE OWNERS OF THE LANDS REPRESENTED ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ATTACHED AND HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLTITED INTO LOTS AND TRACT AS SHOWN ON THE ATTACHED MAP AND TO BE DEDICATED "NEWBERG PROFESSIONAL CENTER" AND HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE ELEVENTH AS SHOWN THEREON. IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS DAY OF

David P. Abbott
Hilary Abbott
C.R. Moe
R.R. CRYFALL
C.C. CRYFALL
C.C. PETERSON
John C. Peterson

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

THIS IS TO CERTIFY THAT ON THIS 3RD DAY OF DEC. 1979 BEFORE ME, A NOTARY PUBLIC FOR THE STATE OF OREGON IN THE COUNTY OF YAMHILL, I.O., PERSONALLY APPEAR BEFORE ME, DAVID P. ABBOTT, HILARY ABBOTT, C.R. Moe, C.C. CRYFALL, R.R. CRYFALL, JOHN C. PETERSON AND JOHN C. PETERSON WHO HAVE DESIGNED TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE SAME FREELY AND VOLUNTARILY.

ANDRE B. PAUL
MY COMMISSION EXPIRES 1/84.71

APPROVALS

APPROVED THIS 3RD DAY OF DEC. 1979.
CITY OF NEWBERG, OREGON
BY
Chas. Hall
MAYOR

APPROVED THIS 3RD DAY OF DEC. 1979.
CITY OF YAMHILL, OREGON
BY
McMichael
CITY RECORDER

APPROVED THIS 3RD DAY OF DEC. 1979.
CITY OF NEWBERG PLANNING COMMISSION
BY
John R. Alexander
CHAIRMAN

APPROVED THIS 3RD DAY OF DEC. 1979.
CITY OF NEWBERG ENGINEER
BY
Boatner
CITY ENGINEER

APPROVED THIS 3RD DAY OF DEC. 1979.
YAMHILL COUNTY ENGINEER
BY

APPROVED THIS 3RD DAY OF DEC. 1979.
YAMHILL COUNTY BOARD OF COMMISSIONERS
BY

YAMHILL COUNTY COMMISSIONER
BY

YAMHILL COUNTY COMMISSIONER
BY

YAMHILL COUNTY ASSESSOR
BY

YAMHILL COUNTY TAX COLLECTOR
BY

YAMHILL COUNTY CLERK
BY

ALL ASSESSMENTS, TAXES, FEES AND OTHER CHARGES PURSUANT TO G.S. 905.25 HAVE BEEN PAID TO THE 23 DAY OF DECEMBER, 1979.
BY

ATTES. YAMHILL COUNTY RECORDING OFFICE
BY

DATE

12-13-79

12-13-79