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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**THIRD AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AIRPORT BUSINESS CENTER**

5 RETURN TO:

MHI REAL ESTATE
DEVELOPMENT
405 SW 8TH STREET
REDMOND, OR 97756

The undersigned, Airport Business Center Associates, L.L.C., being the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Airport Business Center recorded on October 21, 1997 in Book 466 at Page 1907, Official Records of Deschutes County, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Airport Business Center, recorded on October 4, 2000 in Volume 2000 at Page 40325, Official Records of Deschutes County, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Airport Business Center, recorded on December 6, 2001 in Volume 2001 at Page 59966, Official Records of Deschutes County, collectively, the "CC&R's" and being the owner of more than 51% of the land area of Sites of Airport Business Center, hereby amends the CC&R's pursuant to Section 10.2 of the CC&R's this 5th day of September, 2003, as follows:

I GENERAL DECLARATION

1.2 Additional Land

Pursuant to Section 1.2 of the CC&R's, Declarant hereby subjects the contiguous land described on Exhibit A attached hereto to the CC&R's, and by execution of this Third Amendment, ABC Partners, L.L.C., as the owner of fee title to the land described on Exhibit A, hereby consents to the addition of such land to Airport Business Center.

II DEFINITIONS

Section 2.5 of the Declaration is hereby amended and restated in its entirety as follows:

"2.5 Declarant: Airport Business Center Associates, L.L.C., an Oregon limited liability company, and ABC Partners, L.L.C., an Oregon limited liability company, and to the extent provided in Section 12.2 of this Declaration, its successors and assigns."

VII MAINTENANCE OF COMMON AREAS AND FACILITIES

Article VII of the Declaration is hereby amended and restated in its entirety as follows:

"7.1 Maintenance Responsibility

Until such time as Declarant designates a maintenance operator for all or any portion of the maintenance of common areas, or of Campus Common Areas as set forth in Section 7.3 below, the Owner of each Lot shall maintain and repair all common areas and facilities located upon such Owner's Lot and upon the public

right-of-way between the property line of such Owner's lot and the curb (See Section 5.4). Such maintenance and repairs include, without limitation:

- (a) Performance of necessary maintenance of landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees; all in accordance with any guidelines established by Declarant;
- (b) Periodic cleaning (including ice and snow removal), maintenance, and repair of the pedestrian/bicycle pathway;
- (c) Maintenance of general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the common areas located on the Owner's lot. The amount and coverage of such insurance shall be determined by Declarant, but in no event shall said insurance afford protection of less than \$1,000,000 combined single limit for bodily injury, death or property damage. Declarant shall be named as an additional insured on such policy.

X DURATION AND MODIFICATION

Section 10.2 of the Declaration is hereby amended and restated in its entirety as follows:

10.2 Modification and Repeal

This Declaration may be terminated or extended or any covenant, condition or restriction herein may be modified or amended as to all or any portion of ABC pursuant to the following procedures:

- (a) Except as otherwise provided in (b) and (c) below, with the written consent of Declarant and of the Owners of fifty-one percent (51%) of the land area of Sites within ABC; provided, however, that any modification or amendment to a provision of this Declaration which applies only to the Campus may be adopted with the written consent of Declarant and the Owners of 51% of the land area of Sites within the Campus. The consent of Declarant shall not be required after Declarant ceases to be an Owner of any Site."
- (b) Until such time as Declarant no longer owns any interest in ABC or relinquishes control pursuant to Section 9.1 herein, Declarant acting alone may modify or amend the provisions of Articles III, IV, V and VI; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration.
- (c) Any modification or repeal of the requirement for maintenance of the landscaping within the public right-of-way between the Real Property and the curb as provided in Sections 5.4 and 7.1 shall first be submitted to the City of Redmond ("City") for review and approval. Maintenance of the landscaping within the

public right of way between the Real Property and the curb was imposed by the City as a condition of approval of the plat. Failure to comply with such condition could result in civil citation by the City.

- (d) No termination, extension or modification or other amendment shall become effective until a proper instrument has been recorded in the deed records of Deschutes County. No material amendment of this Declaration shall affect the rights of a mortgagee under a mortgage or a trustee or beneficiary under a trust deed constituting a lien on any Site unless such person consents in writing to the amendment.

XII MISCELLANEOUS

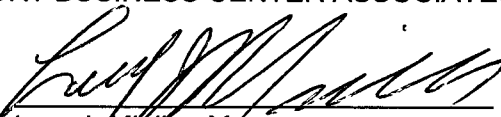
Section 12.4 of the Declaration is hereby amended and restated in its entirety as follows:

"12.4 Notices

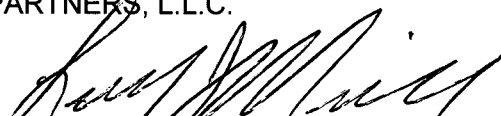
All notices to be given pursuant to this Declaration shall be in writing. If given to the Declarant, notice is effective only upon receipt. If given to an Owner, notice is effective: (i) two (2) days after mailing by United States certified or registered mail, postage prepaid, addressed to the Owner of a Site at the address shown on the then current property tax roll for Deschutes County; or (ii) upon receipt in the case of messenger, overnight courier, or facsimile. Notice to Declarant shall be delivered to Lary J. Mielke, 600 S. Lake Ave., Suite 502, Pasadena, CA 91106 (Fax 626/564-0232); with a copy to Jean Wood, 405 SW 8th St., Redmond, OR 97756 (Fax 541/504-7774)."

IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

DECLARANT: AIRPORT BUSINESS CENTER ASSOCIATES, L.L.C.

By: 
Lary J. Mielke, Manager

ABC PARTNERS, L.L.C.

By: 
Lary J. Mielke, Manager

The undersigned ABC Partners, L.L.C. hereby consents to the addition of the real property described on Exhibit A to Airport Business Center and subjects such real property to the CC&R's.

ABC PARTNERS, LLC

By: Lary J. Mielke

Lary J. Mielke, Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Sept 15, 2003, before me, Donald R. Masters, Notary Public, personally appeared Lary J. Mielke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Donald R. Masters

Notary Public

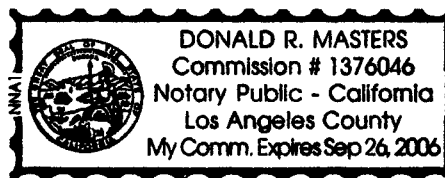


EXHIBIT A

That portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE) of Section Twenty-one (21), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, City of Redmond, Deschutes County, Oregon, lying within the boundaries of the following described property:

Beginning at a 5/8" iron rod at the southerly most corner of Lot 12 of AIRPORT BUSINESS CENTER PHASE 1 on the boundary of said Lot 4 of INNOVATION PARK; thence following said boundary, South 54° 03' 28" West 529.51 feet; thence 642.51 feet along the arc of a 1040.00 foot radius curve right (the long chord of which bears South 71° 45' 23" West 632.34 feet); thence South 88° 27' 09" West 8.90 feet to a 5/8" iron rod at the southwest corner of said Lot 4; thence North 00° 05' 13" East 984.70 feet to a 5/8" iron rod at the southwest corner of Lot 28 on the boundary of AIRPORT BUSINESS CENTER PHASE 2; thence leaving said Lot 4 boundary and following said Phase 2 boundary, South 89° 54' 32" East 590.37 feet to a 5/8" iron rod; thence South 00° 05' 13" West 24.39 feet to a 5/8" iron rod; thence South 89° 54' 32" East 429.93 feet to a 5/8" iron rod on the boundary of AIRPORT BUSINESS CENTER PHASE 1; thence leaving said Phase 2 boundary and following said Phase 1 boundary, South 00° 05' 33" West 62.52 feet to a 5/8" iron rod; thence South 58° 44' 19" West 214.61 feet to a 5/8" iron rod; thence South 35° 56' 32" East 340.64 feet to the point of beginning. Contains 17.88 acres.