VOL 87 PAGE 567

STATE OF OREGON, } ss. 12210
County of Yamhill.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 567 of Volume 87 of the Records of Deeds for said County, on this 24 day of Nov A. D. 19 76 at 1:45 o'clock P M.

In testimony whereof, I have hereunto subscribed my name and affixed my Official Seal the day and year last above written.

JACK BEELER, County Clerk

By [illegible] Deputy

K & B Homes
P.O. Box 12
Dundee, Ore
97115

COVENANTS AND RESTRICTIONS

WHEREAS, K & B HOMES, INC., an Oregon corporation, is the owner in fee simple of the hereinafter described real premises which is now being subdivided and known as Barks Addition to the City of Dayton, Yamhill County, Oregon.

WHEREAS, it is the desire of the said corporation to impose certain covenants and restrictions upon the hereinafter described real premises for the purposes of uniform development, use, and construction upon the following described real premises, to-wit:

> Beginning at a point North 13°00'00" West 300 feet and North 75°00'00" East, 165 feet from the Southwest corner of Lot 9, Alva P. Macy's First Addition to the Town of Dayton, said initial point also being South 17°43'44" East 2061.84 feet from the Northwest corner of the Carney Goodrich Donation Land Claim No. 49; thence North 13° W 132 feet; thence South 75°00' West 165 feet to the West line of Lot 8 in said Macy's Addition; thence North 13°00' West along the West line of Lots 8 and 7 in said Macy's Addition 563.06 feet to the Southwesterly line of State Highway #150; thence Southeasterly along said Southwesterly line 932.16 feet, more or less, to a point that is North 75°00'00" East 455.75 feet from the point of beginning; thence South 75°00' West 455.75 feet to the point of beginning.

THEREFORE, it is hereby agreed that the following covenants and restrictions are imposed upon the above described real premises:

RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural

Control Committee, as hereinafter stated, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved by the Arthitectural Control Committee.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $13,000.00 based upon cost levels prevailing on the date these covenants are recorded, such cost shall not include the value of the real premises, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwellings, shall be not less than 1000 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. (b) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS. Easements for installation and maintenance of utilities shall be maintained continuously by the owner of each lot where they exist, except for those improvements for which a public authority or utility company is responsible. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any wrecked or unused automobile or truck remaining on the real premises for a period of more than thirty days shall be deemed a nuisance.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE

1-a. MEMBERSHIP. The Architectural Control Committee is composed of (members to be selected). A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2-a. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof,

approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

1-b. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2-b. ENFORCEMENT. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3-b. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 21 day of November, 1971.

(Corporate Seal)

K & B HOMES, INC.

By C. E. Barks
President

By Verlee M. Chapman
Secretary

STATE OF OREGON)
) ss.
County of Yamhill)

November 21, 1971

Personally appeared C. E. BARKS and VERLEE CHAPMAN, who, being duly sworn, each for himself and herself and not one for the other, did say that the former is the president and that the latter is the secretary of K & B HOMES, INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

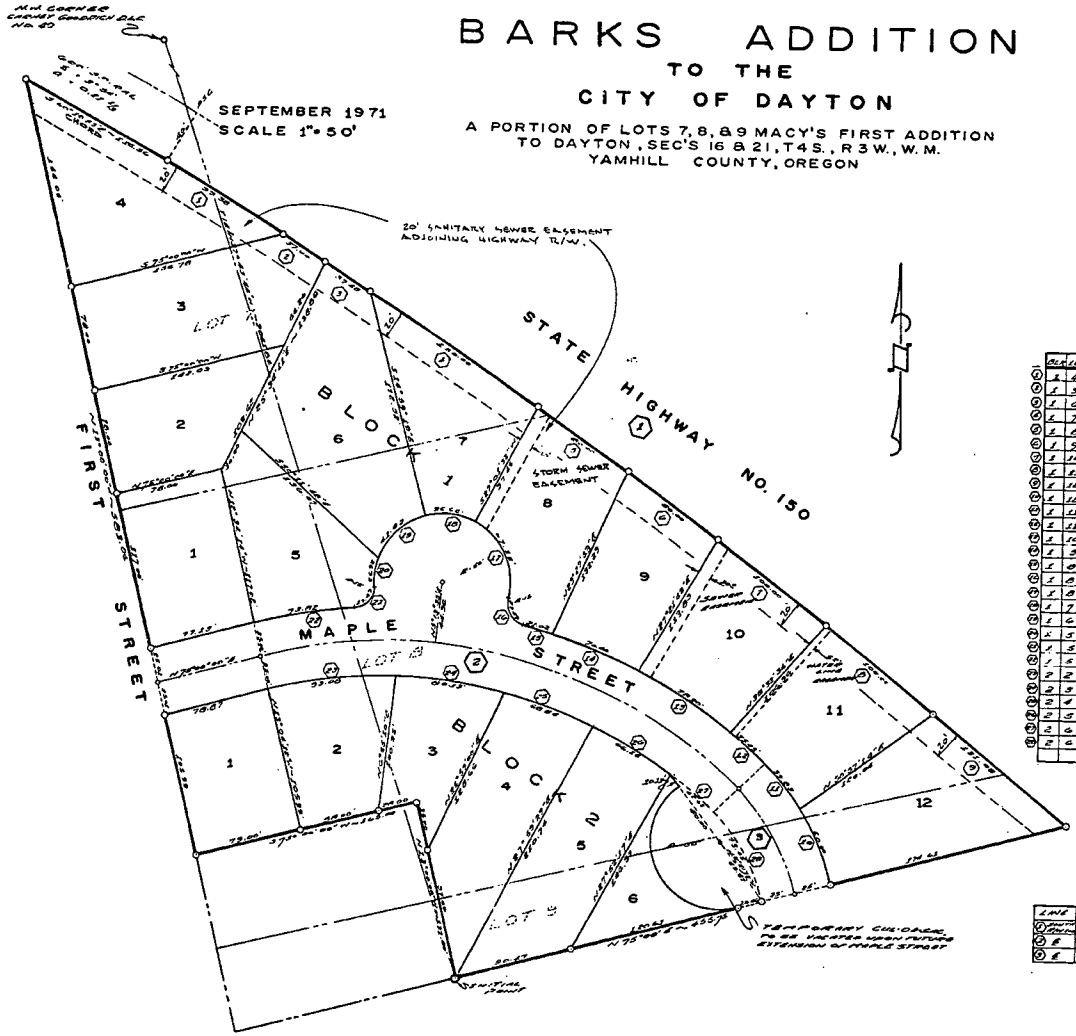
Before me [illegible]
Notary Public for Oregon
My commission expires [illegible]

(Notary Seal)

BARKS ADDITION
TO THE
CITY OF DAYTON

A PORTION OF LOTS 7, 8, & 9 MACY'S FIRST ADDITION
TO DAYTON, SEC'S 16 & 21, T4S., R3W., W.M.
YAMHILL COUNTY, OREGON

SEPTEMBER 1971
SCALE 1" = 50'



STATE OF OREGON, } ss. 11407
County of Yamhill,
I, JACK ISTLER, County Clerk in and for said County and State, do hereby certify that the within instrument of Writing was received and has been by me duly recorded in Book 5-6 of Volume F of the Records of Dayton for said County, on this 6-2 day of October A.D. 1971, at 2:15 o'clock P.M. In testimony whereof, I have hereunto subscribed my name and affixed my Official Seal.
JACK ISTLER, County Clerk
By Doris Hendrix Deputy

BURTON BROS. ENGINEERING
NEWBERG, OREGON

REGISTERED PROFESSIONAL ENGINEER
OREGON
LAND SURVEYOR
JULY 31, 1962
RICHARD W. [illegible]

R/W LINE CURVE DATA

DELTA	LOT	R	Δ	L	CHORD BEARING	CHORD L
①	L	4	4367.94	1°12'24"	39.50	S28°55'01"E	39.50
②	L	3	4367.94	0°49'30"	37.40	S27°33'01"E	37.40
③	L	6	4367.94	0°49'30"	37.40	S26°43'31"E	37.40
④	L	7	4367.94	1°42'04"	130.00	S25°07'46"E	130.00
⑤	L	8	4367.94	1°02'38"	80.00	S24°37'53"E	80.00
⑥	L	9	4367.94	1°02'38"	80.00	S23°34'17"E	80.00
⑦	L	10	4367.94	2°18'05"	100.00	S22°02'24"E	100.00
⑧	L	12	4367.94	2°18'05"	100.00	S19°44'19"E	100.00
⑨	L	14	4367.94	2°48'20"	128.00	S17°23'22"E	128.00
⑩	L	12	1367	10°01'27"	85.94	N74°51'01"W	85.78
⑪	L	11	1367	7°21'04"	63.05	N73°00'38"W	63.02
⑫	L	11	385.00	9°16'33"	38.46	N67°37'38"W	38.43
⑬	L	10	385.00	11°39'16"	78.34	N56°06'35"W	78.17
⑭	L	9	385.00	10°08'31"	70.66	N46°09'09"W	70.56
⑮	L	8	385.00	8°07'46"	21.05	N39°38'41"W	21.05
⑯	L	8	15.00	89°46'28"	23.49	N34°01'31"W	21.16
⑰	L	8	30.00	73°16'49"	47.78	N38°28'33"W	44.57
⑱	L	7	30.00	62°00'02"	36.46	N80°30'45"W	34.69
⑲	L	6	54.00	47°55'25"	43.88	S53°03'25"W	40.68
⑳	L	5	30.00	30°50'07"	26.98	S31°38'32"W	26.66
㉑	L	5	15.00	89°46'28"	23.49	S34°01'31"E	21.16
㉒	L	6	385.00	10°39'35"	79.86	S38°59'34"W	79.70
㉓	2	2	333.00	16°55'35"	98.40	N82°27'16"E	98.08
㉔	2	3	333.00	13°48'37"	80.20	S82°33'46"E	79.98
㉕	2	4	333.00	33°46'26"	196.26	S63°29'43"E	193.51
㉖	2	5	333.00	22°18'49"	64.74	S37°36'38"E	64.64
㉗	2	6	333.00	7°17'22"	42.02	S48°38'08"E	42.00
㉘	2	6	346.67	36°00'00"	79.02	S30°00'00"E	78.86

ROAD CURVE DATA

LINE	R	Δ	L	CHORD BEARING	CHORD L
① (Dayton)	1867.0	10°45'00"	350.34	N28°09'09"W	349.85
② E	300.00	60°10'00"	314.99	S75°00'00"E	300.68
③ E	283.67	30°00'00"	86.76	S39°00'00"E	85.76

APPROVALS

CITY OF DAYTON:

MAYOR: _____ DATE _____

CITY RECORDER: _____ " 9-11-71

CITY ENGINEER: _____ "

CHAIRMAN PLANNING COMMISSION: _____ " 9-13-71

YAMHILL COUNTY:

SURVEYOR _____ DATE 10-5-71

ASSESSOR _____ " 10-6-71

BOARD OF COMMISSIONERS _____ "

_____ "

_____ "

Clerk _____

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS. 92.095 HAVE BEEN PAID AS OF June 30 1972

COUNTY SHERIFF _____ by _____ Deputy

ACKNOWLEDGEMENT

STATE OF OREGON } ss
COUNTY OF YAMHILL }

THIS CERTIFIES THAT ON THIS 14th DAY OF September 1971, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, C.E. BARKS AND GLENN HENDERSON WHO BEING FIRST DULY SWORN, DID SAY THAT HE, THE SAID C.E. BARKS IS THE PRESIDENT, AND THAT HE, THE SAID GLENN HENDERSON IS THE SECRETARY OF DUNDEE L&R CO. INC. AND THAT THEIR SIGNATURES AND THE CORPORATE SEAL AFFIXED TO THE FOREGOING INSTRUMENT BY AUTHORITY OF ITS BOARD OF DIRECTORS, WAS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY PUBLIC FOR THE STATE OF OREGON

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT

STATE OF OREGON } ss
COUNTY OF YAMHILL }

THIS CERTIFIES THAT ON THIS _____ DAY OF _____ 1971, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____ AND _____ WHO BEING FIRST DULY SWORN, DID SAY THAT THEY ARE THE _____ AND _____ OF THE CORPORATION NAMED IN THE FOREGOING INSTRUMENT AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND _____ AND _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY PUBLIC FOR THE STATE OF OREGON

MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT

STATE OF OREGON } ss
COUNTY OF YAMHILL }

THIS CERTIFIES THAT ON THIS 14th DAY OF September 1971, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, JAMES L. CORNETT AND BILLIE CORNETT WHO BEING FIRST DULY SWORN, DID SAY THAT THEY ARE THE GRANTEES NAMED IN THE FOREGOING INSTRUMENT AND THAT THEY SIGNED AND SEALED SAID INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL

_____ NOTARY PUBLIC FOR THE STATE OF OREGON

MY COMMISSION EXPIRES 11-15-74

SURVEYOR'S CERTIFICATE

I, R.W. MURSELL, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THIS MAP OF "BARKS ADDITION"; THAT AS THE INITIAL POINT OF SAID SURVEY I SET A GALVANIZED IRON PIPE 2" IN DIAMETER X 30" LONG, 6" BELOW THE SURFACE OF THE GROUND AT THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 2, SAID INITIAL POINT BEING N 13° 00' 00" W, 300.00 FEET AND N 73° 00' 00" E, 365.00 FEET FROM THE SOUTHWEST CORNER OF LOT 9, ALVA P. MACY'S FIRST ADDITION TO THE TOWN OF DAYTON, SAID INITIAL POINT ALSO BEING S 23° 00' 00" E, 8081.84 FEET FROM THE NORTH WEST CORNER OF THE DONAT GEORGIAN D.L.C. No. 43; THENCE FROM SAID INITIAL POINT S 73° 00' 00" W, 365.00 FEET TO THE WEST LINE OF LOT 8 IN SAID MACY'S ADDITION; THENCE N 13° 00' 00" W, ALONG THE WEST LINE OF LOTS 8 AND 7 IN SAID MACY'S ADDITION, 583.08 FEET TO THE SOUTHWESTERLY LINE OF STATE HIGHWAY No. 18; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 332.16 FEET, MORE OR LESS TO A POINT THAT IS N 73° 00' 00" E, 455.73 FEET FROM THE POINT OF BEGINNING; THENCE S 73° 00' 00" W, 455.73 FEET TO THE POINT OF BEGINNING. ALL BLOCK CORNERS, CURVE POINTS, AND ANGLE POINTS BEING MARKED WITH 5/8" X 30" IRON RODS AND ALL LOT CORNERS WITH 5/8" X 30" IRON RODS.

SIGNED _____

SUBSCRIBED AND SWORN BEFORE ME THIS 17th DAY OF September, 1971.

_____ NOTARY PUBLIC FOR THE STATE OF OREGON

MY COMMISSION EXPIRES 9-15-74

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DUNDEE L&R CO., AN OREGON CORPORATION, C.E. BARKS, PRESIDENT, GLEN HENDERSON, SECRETARY; ROGER AND JANET M. DUNDAS (HUSBAND & WIFE); JAMES L. AND BILLIE CORNETT, DO HEREBY MAKE, ESTABLISH, AND DECLARE THIS MAP OF "BARKS ADDITION" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN AND ALL STREETS OF THE WIDTHS THEREIN SET FORTH AND WE DO HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLIC WAYS FOREVER ALL STREETS SHOWN ON SAID MAP.

DUNDEE L&R CO. INC.

C.E. Barks PRES.

_____ SEC.

_____

_____

_____

_____

James L Cornett

Billie Cornett