DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
DAYTON VILLAGE

CITY OF DAYTON, YAMHILL COUNTY, STATE OF OREGON

THIS DECLARATION, made this 11 day of August, 1999, by Dalton Reed Ventures, LLC, an Oregon limited liability company (hereinafter referred to as "DECLARANT").

WHEREAS, Declarant is the owner of real property located in Yamhill County, State of Oregon, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (herein the "Property");

WHEREAS, Declarant is desirous to declare of public record his intention to create restrictive conditions and covenants to this ownership of said property;

WHEREAS, Declarant intends to develop the Property as a Planned Unit Development of zero lot line townhomes (herein referred to as "Dayton Village");

NOW THEREFORE, Declarant does hereby certify and declare that the following covenants, conditions, and restrictions shall become and are hereby made a part of all conveyances of Lots within Dayton Village, and that the following covenants, conditions and restrictions shall by reference become a part of any such conveyances and shall apply thereto as and with the same effect as if set forth at large therein.

ARTICLE I.
DEFINITIONS

"Association" shall mean and refer to Dayton Village Home Owners Association, its successors and assigns, or in the event Dayton Village Home Owners Associates, its successors and assigns, are not in existence, then the owners of Lots comprising the properties.

"Common Area" shall mean and refer to all real and personal property owned by the Association for the common use and enjoyment of the members of the Association, specifically including Tract A shown on the plat of Dayton Village, recorded at 1999/8908 in the real property records of Yamhill County, Oregon, which includes, but is not limited to, garages, sidewalks, storm drainage lines, storm manholes, storm clean-outs, trapped catch basins, and similar items, the private streets, driveways, walkways and entrance improvement on 9th Street.

1 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAYTON VILLAGE

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“Declarations” shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the properties as executed by Declarant on the 11 day of August, 1999.

“Lot” shall mean and refer to the numbered parcels of land shown on the recorded subdivision plat of Dayton Village with the exception of the Common Area as defined above.

“Member” shall mean and refer to every person or entity who holds membership in the Association.

“Owner” shall mean and refer to the record owner, including contract buyers, whether one or more persons or entities of any Lot, but does not include a person or entity holding only a security interest in the Lot.

“Party Wall” shall mean and refer to a wall or portion thereof between Townhomes.

“Townhomes” shall mean and refer to a building structure which is comprised of a residence intended to be occupied by one family as a dwelling, and the patios, porches, or steps annexed thereto, constructed and located on a Lot, including without limitation, garage structures located on the same Lot, attached to a Townhome.

ARTICLE II.
HOMEOWNERS ASSOCIATION


1. The Association is a corporation organized and existing under the provisions of the Oregon Nonprofit Corporation Law and its duration is perpetual.

2. The duties and powers of the Association and its directors and officers shall be as defined and limited by its Articles of Incorporation and by its Bylaws, but unless specifically stated otherwise, the Association shall have all the powers provided in ORS 94.630 and those enumerated in the Oregon Nonprofit Corporation Law. In general, the Association shall serve as a perpetual and continuing corporate entity to administer and maintain common areas, any recreational facilities, landscaping and relating improvements for the benefit of its members. The Association shall have the right to make annual assessments for the maintenance and special assessments for capital improvements in order to fulfill its duties and functions in the manner provided by its Bylaws and any such assessment shall be a charge on the land and Declarant and each owner of any Lot by acceptance of a deed or contract is deemed to covenant and pay such assessments to the Association.
3. **Membership.** Every Owner of an individual Lot by virtue of their ownership, automatically is a Member of the Association and assumes liability for membership fees. Membership shall be appurtenant to and may not be separated from ownership in any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

4. **Voting Rights.** Members shall be entitled to one vote for each Lot in which they own the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members. However, the vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot.

5. **Title to Common Areas.** Subject to the rights, easements and privileges of its members, the Association shall hold title to all Common Areas, as well as to all recreational and other facilities located therein or thereon, whether consisting of real or personal property. The Association shall also, as set forth in and limited by its Articles of Incorporation, its Bylaws, have the power to acquire by gift, purchaser, or otherwise, and to own, hold, improve, landscape, plant trees, build upon, operate, maintain, sell, convey, indicate for public use or otherwise dispose of, real or personal common property as required by the conduct of the affairs of the Association.

6. **Members Easement of Enjoyment.** Every member, and those residing with the member, a member’s tenants and his family, shall have in common with all other owners, a non-exclusive right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject only to duly enacted regulations and provisions of the Association.

7. **Repairs and Maintenance of Common Areas.** The Association shall be responsible and liable for the improvements, repairs, and maintenance of all Common Areas.

**B. Assessments.**

1. **Purpose of the Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the properties, and maintenance of the properties, servicing facilities of the Common Area. The members of the Association and the Association itself are jointly and severally liable for any tort claim resulting from or arising out of use of the common area. Assessments can therefore include amounts necessary to pay such claims and/or amounts necessary to provide insurance against such claims, as the Association so decides. Any common profits of the Association shall be applied to future assessments at a uniform rate in the same manner as assessments or applied to special reserves established in the manner provided by the Bylaws of the Association.
2. **Uniform Rate Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly, semi-annual or annual basis; except, however, that Declarant is relieved of all obligations to pay assessments on Lots upon which no residence has been constructed and Lots not previously transferred to an owner. After more than seventy percent (70%) of the Lots in Dayton Village have been sold, the Declarant will have the obligation to pay assessments on the same basis as any other owner.

3. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

   a. all properties dedicated to and accepted by a public authority; and
   
   b. any Common Area.

   However, no land or improvements devoted to dwelling use shall be exempt from said assessments, notwithstanding that the same may be owned by a charitable or nonprofit organization.

4. **Date of Commencement of Annual Assessment; Due Dates and Prorate.** The initial annual assessment shall commence on the first day of such month as shall be determined by the Board of Directors of the Association and shall be adjusted according to the number of months remaining in the calendar year.

5. **Basis and Maximum of Annual Assessments.** The first maximum annual assessment shall be One Hundred Eighty Dollars ($180.00) per Lot. After the first annual assessment, the maximum annual assessment per Lot may be increased each year by the Board of Directors of the Association in the manner provided by the Bylaws.

6. **Subordination of the Lien of Mortgage.** The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to decree of foreclosure, shall

   a. if sold to Declarant hereunder, extinguish any lien of an assessment which became a lien prior to such sale or transfer;
   
   b. not, in any other case, relieve the Lot from liability for any assessment which became a lien prior to such sale or transfer;
   
   c. not, in any case, relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
ARTICLE III.
RESIDENTIAL COVENANTS AND RESTRICTIONS

A. Land Use, Building Type, Maintenance, Repairs and Insurance.

1. No Lot shall be used for any purpose except for construction of a Townhome for residential purposes. Townhomes will be designed and constructed in a manner consistent with the plan of development for Dayton Village.

2. Each Owner shall be responsible and liable for the taxes, repair, maintenance and insurance of his/her Townhome and all utilities and accessories thereto, including but not limited to, roofs, exterior and interior walls, plumbing, electrical, gas, gutters, down spouts and sidewalks.

B. Easements and Setbacks.

1. Easements for installation and maintenance of utilities and drainage facilities, such as but not limited to, electrical, television cable, telephone, sewer and storm drainage shall be reserved on each lot as shown on a plat to be recorded for Dayton Village. Said easements include access driveways which shall be kept free of debris and obstructions (fences, etc.) at all times.

Within easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage to or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of the Lot which has the easement shall maintain the easement area at his own except for improvements for which a public authority or utility is responsible.

C. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

D. Parking.

Parking of boats, trailers, truck-campers and like equipment shall not be allowed on any part of the Common Area, nor on any public ways adjacent thereto, except when parked within an enclosed garage.
E. **Temporary Structures.**

No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence whether temporarily or permanently.

F. **Livestock and Poultry.**

No 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 they are not kept, bred, or maintained for commercial purposes. Wild animals which might be a threat to either neighboring children are not permitted.

G. **Garbage and Refuse Disposal.**

No Lot or part of any area of a Lot may be used as a dump for garbage, yard debris, rubbish or trash of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

H. **Exterior Material and Finishes.**

1. Roofing materials shall be of a material approved in writing by the Board of Directors of the Association.

2. Exterior colors must be natural tones. No excessively bright colors shall be permitted. Exterior colors must be approved prior to application by the Board of Directors of the Association.

3. **Party Walls.**

   a. **Damages and Repairs.**

      (1) In the event of damage or destruction of a Party Wall from any causes, other than the negligence of either party, the then owners sharing the Party Wall shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each party, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken wherever a condition exists which may result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either party, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other party shall then have twenty days from the receipt of the notice either
to object to the repairs or reconstruction or to pay the party’s share of the cost of the work. However, in the event of an emergency (i.e., a condition that it immediately threatening to the safety of persons or property) the other party shall then have five days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the party’s share of the cost of the work.

(2) If either party’s negligence shall cause damage to or destruction of the Party Wall, the negligent party shall bear the entire cost of repair or reconstruction.

(3) If either party shall neglect or refuse to pay the party’s share, or all of the cost in case of negligence, the other party may have the wall repaired or restored and shall be entitled to have a mechanic’s lien and lis pendens on the property of the party failing to pay for the amount of such defaulting party’s share of the repair or replacement cost.

b. Easements.

(1) Each party to this Agreement and his/her respective successors, heirs, or assigns shall have an easement in that part of the Lot of the other on which the Party Wall is located, and as may be necessary or desirable to carry out the terms of this Agreement.

(2) Each party to this Agreement and his/her respective successors, heirs or assigns shall have an easement in that part of the air space of the Lot of the other into which the roof overhang and gutters of the Townhomes on either or both Lots encroaches or protrudes (herein "Air Space").

(3) Each party to this Agreement and his/her respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement in that part of the Lot of the other necessary or desirable to repair, restore, or extend the Party Wall, and to repair or restore the roof overhangs and gutters.

(4) Each party to this Agreement shall permit the other party and said other party’s contractors, licensees, agents and employees to enter his property for the purpose of repairing, restoring and/or extending the Party Wall, and for the purpose of repairing and restoring the roof overhangs and gutters, and shall secure the permission of the tenants, if any, occupying the Townhomes for such entrance.

c. Care. Neither party shall cause any damage or commit any act which will in any way hamper or harm the use of the Party Wall by the other party to this Agreement.
d. **Air Space.** There are small projections of roof overhangs and gutters of the buildings on both Lots subject to this Agreement that, while protruding into the Air Space of the other Lot, subject to this Agreement, are the responsibility in all respects of the Lot owner to whose building they are directly attached.

e. **Insurance.** Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his/her Townhome in an amount equal to the full replacement value of their Townhome (exclusive of the cost of excavation and foundations), without deductions for depreciation. The policies of physical damage insurance shall, if the same are available without any increase in the premium for their insurance coverage, contain waivers of subrogation and waivers of any defense based on coinsurance or of pro rate reduction of liability or of invalidity arising from any acts of the insured. Parties shall not do or permit any act or thing to be done in or to the Party Wall which is contrary to law or which invalidate or is in conflict with the party’s policy of physical damage insurance. A party who fails to comply with the provisions of this paragraph shall pay all costs, expenses, liens, penalties, or damages which maybe imposed upon the Parties by reason thereof.

f. **Indemnity.** Each of the parties agrees to indemnify the other against the party’s share of the liability for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken to a Party Wall.

g. **Transfer of Title to a Townhome.** Upon any transfer of title to a Townhome subject to this Declaration, the Party (Grantor) and the Purchaser (Grantee) of such Townhome shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance. In the event that a party shall place a mortgage on the unit, the lien on the mortgage shall be deemed to attach to the party’s rights, privileges and obligations under this Agreement so that if the party should be in default of any of the terms of the mortgage and the default shall result in foreclosure of the mortgage, all of the rights, privileges, and obligations shall inure to the mortgagee and its assigns. However, notwithstanding anything to the contrary set forth in this Agreement, if the holder of a mortgage of record or other purchaser of a Lot acquires title as a result of a foreclosure of the mortgage, the purchaser and any successors and assigns shall not be liable for the amounts which became due prior to the acquisition of title in the foreclosure action. All unpaid amounts shall be collectible from the parties, including such acquirer, and any successors, or assigns.

h. **Use of Party Wall.** Either party shall have the right to use the side of the Party Wall facing the party’s Lot in any lawful manner, including attaching structural or finishing materials to it; however, a party shall not create windows or doors or place air conditioning equipment, or place chimneys, in the Party Wall without the consent of the other Party.
ARTICLE IV.
GENERAL PROVISIONS

A. Enforcement.

The Board of Directors of the Association, the Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event, be deemed a waiver of the right to do so thereafter. In any action prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs including reasonable attorney fees incurred in such enforcement.

B. Severability.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

C. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the enforce and shall inure to the benefit of and be enforceable by the owner of any Lot subject to this Declaration, their respective legal representative heirs, successors and assigns, until amended or revoked in the matter provided herein.

1. Except as otherwise provided, the Homeowners Association may amend the Declaration and the plat only by vote or consent of seventy-five percent (75%) of the total votes in the Association. In no event shall an amendment under this section create, limit or diminish any special Declarant rights, increase the number of Lots or units or change the boundaries of any Lot or any uses to which any Lot or unit is restricted unless the owners of the affected Lots unanimously consent to the amendment.

2. The Association shall record the amendment in the same place as the Declaration. An amendment of the Declaration is effective only upon recordation.

3. Amendments to the Declaration under this section shall be executed, recorded and certified on behalf of the Association by any officer of the Home Owner Association designated for that purpose, or, in the absence of designation, by the president of the Board of Directors of the Association.
D. Conflicts with City Codes and Regulations.

These private covenants and restrictions constitute a private agreement among the owners of Lots within the Dayton Village subdivision. It is the duty of every person engaged in development within Dayton Village to know the requirements of these covenants and conditions. These covenants and restrictions will not be enforced by the City of Dayton, nor do they limit the rights of the City of Dayton. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these covenants and restrictions. There may be conflicting requirements between these covenants and restrictions and the regulations of the City of Dayton. In the event of a conflict between the City of Dayton regulation and these covenants and restrictions, the more restrictive condition applies.

E. Limitation of Liability of Declarant.

Neither the Declarant nor any principal thereof shall be liable to any Owner on account of any action or failure to act by the Declarant in performing its duties or rights hereunder, provided that Declarant has in accordance with actual knowledge by him, acted in good faith.

DECLARANT

DALTON REED VENTURES, LLC.
an Oregon limited liability company

by: [Signature]
Steven D. Dalton, Manager

State of OREGON )
) ss.
County of [Signature]

This instrument was acknowledged before me on the 11th day of August, 1999, by Steven D. Dalton, Manager of Dalton Reed Ventures, LLC, an Oregon limited liability company.

[Notary Public Seal]
Patricia A. Yacob
Notary Public for Oregon
My Commission Expires: 09/03

10 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAYTON VILLAGE
DAYTON VILLAGE
A Relot of Portions of Lots 5, 6, 7, 8 and 10, Block 10, URNOCOTT'S SECOND ADDITION
City of Dayton, Yamhill County, Oregon
14 May 1999
City of Dayton File No. PUD 98-01

SURVEYOR'S CERTIFICATE

L. Leonard A. Rydel, Oregon Registered Professional Land Surveyor No. 1437, hereby certify that I have correctly surveyed and marked with permanent monuments the land represented on the attached subdivision plat, a survey of portions of Lots 5, 6, 7, 8 and 10, Block 10, "URNOCOTT'S SECOND ADDITION TO DAYTON," a subdivision recorded 20 September 1980, Yamhill County Plat Records, which plat was surveyed by W. M.GOPICH in the Southwest Quarter of the Southwest Quarter of Section 17 and the Northwest Quarter of the Northwest Quarter of Section 20, Township 4 South, Range 3 West of the Willamette Meridian, City of Dayton, Yamhill County, Oregon, and more fully described as follows on County Survey No. 11,063 prepared by Forest Service Surveying, a coordinated sheet and electronic point file was received from Waker Surveying along with a copy of their field notes. The survey was performed using a Topcon GTS 3B electronic total station with a vertical angular accuracy of 2" and a distance accuracy of 3mm (1ppm). Corners were set using a range pole from reference points or corner found. Monuments set 15 December 1998, May 1999 and 17 May 1999.

NARRATIVE

The purpose of this survey is to prepare this subdivision plat of "DAYTON VILLAGE." The boundary is based on Yamhill County Survey Record No. 11,063 prepared by Forest Service Surveying. A coordinated sheet and electronic point file was received from Waker Surveying along with a copy of their field notes.

Base of Bearings is a bearing of north 51° 15' 55" East 298.01 feet for the northwest line of the property as referenced by Corners 20 and 19.

The survey was performed using a Topcon GTS 3B electronic total station with a vertical angular accuracy of 2" and a distance accuracy of 3mm (1ppm). Corners were set using a range pole from reference points or corner found. Monuments set 15 December 1998, May 1999 and 17 May 1999.

NOTES:

1. Tract "A" shall be subject to a public and private utility easement over its entirety.

2. Public Utility Easements as noted on the plat and across Tract "A" shall be for public and private utilities including, but not limited to, water, sanitary sewer, storm drainage, storm water detention, electricity, telecommunications, gas and sanitary sewer facilities.

3. Public and private utility easements shall be granted by the Owner as public and private utility easements and shall be subject to the terms of the easement agreements.

4. There shall be no interference with the public and private utility easements before, during or after the construction of structures, systems. No permanent structures shall be placed or constructed on or within the easements.

5. In addition to the easements rights, the Owner agrees to maintain and preserve the right of access and the grass and topsoil restored as near as possible to its original condition at the time of installation, repair, replacement or maintenance of the utilities.

6. This subdivision is subject to Environmental Conditions and Restrictions recorded in Instrument No. 11-11-1, Yamhill County Deed Records.

CORNER NOTES Cont'd.

14. Found 5/8" iron rod, no cap, lacs northwest, 1.81' Northwest of Northeast of edge of power pole, 0.12' North, 0.15' South of Southwest of edge of power pole.

15. Found 3/4" galvanized iron pipe, 0.75' high, firmly set, lacs Southwest, 0.40' Northwest of Northwest of edge of concrete driveway, 0.40' Northwest of Northwest of Southwest of concrete driveway.

16. Found 1/2" iron rod, no cap, appears undisturbed, 0.32' high in center of west side fence running North and South, 0.32' Northwest of Northwest of Southwest of center of corner of 1.75' fence based on 6' wood fence running Northeast and 0.32' South of South of Northwest of concrete driveway.

17. Found 5/8" iron rod, no cap, appears undisturbed, 0.32' high in center of west side fence running North and South, 0.40' Northwest of Northwest of Southwest of center of corner of 1.75' fence based on 6' wood fence running Northeast and 0.32' South of South of Northwest of concrete driveway.

18. Found 5/8" iron rod, 0.15' high with yellow plastic cap marked "QUNKEL LS 6472" in center of wire side fence, fence runs Northwest and Southeast, 0.34' Northwest of Southwest of corner of 0.32' square wood fence post, 0.32' high wood fence runs Southeast and Northwest, appears undisturbed, set by Survey P-2673-1.

19. Found 5/8" iron rod flush with yellow plastic cap marked "QUNKEL LS 6472," opens undisturbed at 4 way intersection of wire fence lines. 1.25' Southwest of Southeast of edge of 3/8" galvanized iron pipe in line, set by Survey P-2673-1.

20. Found 5/8" iron rod, flush, appears undisturbed at Northwest corner of wire fence line moving northwest and Southeast, 0.40' Northwest of Northeast of corner of board on wood fence, fence runs Northwest.

21. Found 5/8" iron rod with yellow plastic cap marked "QUNKEL LS 6472" flush in ground, appears undisturbed, set by Survey P-2673-1.

22. Found 5/8" iron rod set in capped with yellow plastic cap marked "QUNKEL LS 6472" appears undisturbed, set by Survey P-2673-1.

23. Found 5/8" iron rod, 0.32' deep at Southeast edge of 2.5' high iron rod, 1.0' Southwest of Southwest of edge of metal sheet, appears undisturbed, set by County Survey 385.

24. Found 5/8" iron rod, 0.6' deep, 0.7' West of center of corner fence, fence runs Northwest and Southeast, appears undisturbed, set by County Survey 385.

25. Found 3/8" iron rod, 0.2' deep, 0.2' North of Northwest of Southwest of center of corner fence, fence runs Northwest and Southeast.

26. Found 5/8" iron rod with yellow plastic cap marked "QUNKEL LS 6472" at 4 way intersection of wire fence lines. 1.0' West of Southwest of corner of 0.32' square wood fence post, 1.0' West of South of Northwest of concrete driveway, 0.32' Northwest of Northwest of center of metal sheet post.

27. Found 5/8" iron rod, no cap, 0.36' deep, 0.10' South of South of edge of green steel fence post, 1.25' Northwest of Northwest of edge of green steel fence post, 0.40' South of West of Northwest of Southwest of edge of concrete driveway, 0.32' East of East of wire fence pole.

28. Found 5/8" iron rod, no cap, 0.15' high, 0.24' East of East of edge of wire fence pole. 0.40' South of West of Northwest of Southwest of edge of concrete driveway, 0.32' Northwest of Northwest of center of metal sheet post.

29. Found 3/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

30. Found 5/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

31. Found 1/4" iron rod, 0.32' deep, 0.32' Northwest of Northwest of edge of concrete driveway, 0.32' Northwest of Northwest of center of metal sheet post.

32. Found 5/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

33. Found 3/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

34. Found 5/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

35. Found 5/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

36. Found 5/8" iron rod, 0.32' deep, 0.10' East of East of center fence, fence runs Northwest and Southeast, appears undisturbed, set by Survey P-2673-1.

I hereby certify that this surveying is an exact copy of the original plat of "DAYTON VILLAGE."

Leonard A. Rydel, U.P.S. No. 1437
601 Pinehurst Drive
Newberg, Oregon 97132
Phone: (503) 536-5700

Prepared by: Leonard A. Rydel, U.P.S. No. 1437
601 Pinehurst Drive
Newberg, Oregon 97132
Phone: (503) 536-5700

Sheet 2 of 3
DECLARATION

KNOW ALL MEN BY THESE PRESENTS that Dalton-Read Ventures, L.L.C., Steve Dalton, Managing Partner, being the owner of the land represented on the attached map and more particularly described in the Surveyor’s Certificate hereto made, has caused the said tract to be surveyed and the boundaries thereof to be established in accordance with the provision of ORS Chapter 92, and does hereby make, establish and declare that the said tract of land known as "DAYTON VILLAGE" is a true and correct map and plat thereof of lots, streets, tracts and easements being of the dimensions shown and hereby dedicates the S additional right-of-way along Ferry Street to the public for public use forever, and grants all easements for the purposes shown and noted on the attached map.

IN WITNESS WHEREOF, I have set my hand:

______________________________
Steve Dalton, Managing Partner

ACKNOWLEDGEMENTS

State of Oregon

County of Yamhill

On this day personally appeared before me Steve Dalton, Managing Partner of Dalton-Read Ventures, L.L.C., owner of the land described in the Surveyor’s Certificate hereto, who acknowledged that his signature on the foregoing instrument to be his voluntary act and deed on behalf of Dalton-Read Ventures, L.L.C. by authority of its partner.

IN WITNESS WHEREOF I have set my hand this 7th day of March 1997.

______________________________
Debra Miller

CITY OF DAYTON APPROVALS

Debra Miller
City Administrator, City of Dayton
9-2-99

YAMHILL COUNTY APPROVALS

______________________________
Yamhill County Surveyor
Date

______________________________
Yamhill County Tax Collector
Date

______________________________
Yamhill County Assessor
Date

CONSENT AFFIDAVIT

A Subdivision Plot Consent Affidavit from Steven L. Phillips, Attorney at Law, on behalf of Continental Bank, as Beneficiary, has been recorded as Instrument No. 15-80 Yamhill County Deed Records.

Recorded in Yamhill County Deed Records

INTERIOR CORNER MONUMENTATION

In accordance with ORS 92.070, the interior corners of this subdivision have been properly set with proper monuments. An affidavit has been prepared regarding the setting of said monuments and was recorded as Document No. __________________ Yamhill County Deed Records.

Yamhill County Surveyor
Date

Yamhill County Clerk Stamps

Received 9-16-99

COUNTY SURVEYOR

Registered Professional Land Surveyor

LEONARD A. RIDDLE

LEGAL DATE 12/29/2000

Sheet 3 of 3