COVENANTS, CONDITIONS, AND RESTRICTIONS
LORENZEN'S ADDITION

1. No lot shall be occupied by a mobile or manufactured home.

2. No residence of less than 1500 square feet of living area, excluding garage, shall be constructed on any lot.

3. No more than one single family residence shall be located on each lot.

4. Covered or enclosed accessory buildings which are attached to the residence building shall be considered as a portion of the main building and shall observe the same setback requirements as the residence building.

5. There will not be any storage or material permitted outside of a building or structure except it such material is enclosed with a sight-obscuring ornamental fence, wall, or evergreen hedge which will continuously and completely screen such material from view from any other property or from any street or walkway, provided further, that such storage area shall not be within a required yard area adjacent to any street.

6. Buildings shall have exterior or complete 9 months following start or construction.

7. Storage of boats, trailers, travel trailers, or other vehicles within the required front or side yard setback distance is not permitted, and all such vehicle must be stored in confines or garage or outbuilding.

8. Electric and telephone and cable tv utilities shall be located underground and follow guidelines established by plat for sewer and water.

9. All auxiliary buildings shall have continuous concrete or masonry foundations and in general conform to the architectural style of the main building and shall be painted or stained as the main building. Pole construction for storage and such are permissible provided the color requirements are observed.

10. No unenclosed satellite dishes will be permitted in the development. No television, radio aerials, or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.
11. 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 commercial purposes, and that all applicable city and county ordinances pertaining to such pets are strictly complied with.

12. No signs shall be erected on any lot or attached to any improvement except that not more than one "For Sale" or "For Rent" sign not exceeding eighteen inches (18") high by twenty-four inches (24") wide may be placed by the owner, the declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner.

13. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of the land and such subdivision shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements and restrictions shall remain in full force and effect until amended or revoked in the manner provided herein.

14. Any owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, easements, means and charges now or hereafter imposed by the provisions of this declaration. The 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.

15. The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 65% of the lot owners. Any amendment must be properly recorded.

16. Compliance with the covenants, conditions, and restrictions contained herein shall not excuse compliance with any other City of Dayton or Yamhill County ordinances.

DATED this 22nd day of July, 1991

Roger M. Lorenzen

Michi Lorenzen

STATE OF OREGON,

County of YAMHILL

BE IT REMEMBERED, That on this 22nd day of July, 1991, before me, the undersigned Notary Public in and for the said County and State, personally appeared the within

Roger M. Lorenzen and Michi Lorenzen

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

[Signature]

Notary Public for County

My Commission expires 4-21-92
LEGAL DESCRIPTION

----PARCEL 1: BEGINNING at an iron pipe on the claim line set in the center of three small iron rods, said pipe being South 13°30' West, 2.50 chains from the Northwest corner of the Carney Goodrich Donation Land Claim No. 49 in Section 16, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, thence South 4°35' West, 3.50 chains to angle in County Road; thence South 14° East along center of County Road, 6.36 chains; thence North 84°06' West, 7.20 chains to center of Palmer Creek; thence down the center of Palmer Creek as follows: North 5°56' East, 1.56 chains; North 16°38' East, 1.91 chains; North 36° East, 2.74 chains, North 5°55' West, 1.955 chains; North 44°37' East, 1.725 chains; North 22°57' East, 1.15 chains; thence leaving creek South 62°30' East, 2.30 chains to the point of beginning.

EXCEPTING THEREFROM that certain tract conveyed to Yamhill County by Deed recorded February 6, 1963 in Film Volume 28, Page 76, Deed and Mortgage Records.

PARCEL 2: BEGINNING at a stone on the Claim line at a point South 13°30' West, 17.48 chains from the Northwest corner of the Carney Goodrich Donation Land Claim No. 49 in Section 16, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon; thence up ravine as follows: North 84°51' East, 2.90 chains; South 59°51' East, 3.62 chains; thence South 62°06' East, 2.07 chains to spike set in center of Dayton-Wheatland Road; thence up the center of said road, North 20°43' West, 4.22 chains; thence North 21°45' West, 3.60 chains to spike in center of County Road at the Southeast corner of County Survey No. 2575-1/2; thence North 84°06' West, 6.89 chains to center of Palmer Creek; thence up the center of said creek as follows: South 2.09 chains, South 7°10' West, 3.00 chains; South 4°15 East, 2.48 chains; South 2°49' West, 2.86 chains; thence South 45°51' East, 104 chains to the Claim line; thence North 13°30' East 5.82 chains to the point of beginning.

EXCEPT that portion thereof conveyed to the State Highway Commission by Deed recorded December 18, 1936 in Book 112, Page 79, Deed Records.

ALSO EXCEPTING THEREFROM any portion lying South of the North right of way line of said Highway No. 150.----
INSTRUMENT OF AMENDMENT TO DECLARATION
OF LORENZEN'S ADDITION PROTECTIVE COVENANTS

Whereas the declarant is record owner of platted lots of that
certain property known as Lorenzen's Addition recorded August
5, 1991 in Film Volume 3, Page 124-125, Records of Plats for
Yamhill County, Oregon.

Whereas, the owners of Lorenzen's addition desire to amend
covenants recorded July 22, 1991 in Film Volume 257, Page
535.

Now, therefore, the above Declaration is hereby amended as
follows:

Article 2 shall be amended to read:

No residence of less than 1200 square feet of living area,
excluding garage, shall be constructed on any lot.

In witness whereof, the undersigned, being the Declarant
herein, has hereunto set its hand this 4th day of November,

Roger M. Lorenzen

Michi Lorenzen

State of Oregon
County of Yamhill

On November 4, 1992, Roger M. Lorenzen and Michi Lorenzen personally
did appear and acknowledge they executed this instrument freely and
voluntarily.

Before me:

Notary Public for Oregon

013606
Lorenzen's Addition

Location: SW 1/4 Section 16, T. 4 S., R. 3 W., Vol.
Corvallis Goodrich DLC #49, Joel Palmer DLC #50.
Town of Dayton, Yamhill County, Oregon.

Tax Lot 431600-1600

Date: 30 May 1991

Docket No. ____________

Narrative: The purpose of this survey is to show the lots to be
created by LORENZEN'S ADDITION. The bearing base is per my previous
survey of the boundary of this tract as shown by CSP-9953.

Legend:
0 = 5/8" iron rod with yellow plastic cap
marked "Dunlap PLS 1942" set
9 = found 5/8" iron rod with yellow plastic cap
marked "Dunlap PLS 1942" set in CSP-9953
unless otherwise stated.
( ) = data of record
____________________ = 10' wide sewer easement

Notes:
1) There are no water rights associated
with this tract.
2) There are no GPS monuments within
1/2 Mile of this tract.
3) This subdivision is subject to covenants,
conditions and restrictions as recorded in
Yamhill County deed records.

600' south
1'18" GD
+ = 2556.25'
= 3.94'
O = O.12 2/3

INITIAL POINT
2" x 36" galvanized iron pipe
set 6" below ground surface
with a 5/8" iron rod inside.

Sheet 1 of 2
Lorenzen's Addition

Surveyor's Certificate

I, Matt Dundale, being first duly sworn hereby depose and say that I have correctly surveyed and marked with proper monuments the lands represented on the plot, and that I began at a 36" steel post 8' below ground surface with a 8 1/4 iron rod inside at the intersection of the north line of STARKEY'S ADDITION TO DAYTON; thence North 23 deg. 00 min. 00 sec. West 124.70 to an angle - . In the west part of STARKEY'S ADDITION TO DAYTON; thence North 18 deg. 10 min. 07 sec. West 441.93 to an angle in said margin; thence North 18 deg. 10 min. 04 sec. West 55.15 to an angle in said margin; thence North 14 deg. 27 min. 57 sec. West 8.82 to the south line of STARKEY'S ADDITION TO DAYTON; thence South 52 deg. 56 min. 24 sec. West 2257.93 more or less to the centerline of former Creek; thence South 00 deg. 00 min. 47 sec. East 3619 feet along said margin to highway station PT 15+55.86; thence southwesterly to 206.05 feet along said margin (winding along stream curve = South 81 deg. 52 min. 33 sec. East 206.05 feet) to the point of beginning.

Matt Dundale
Matt Dundale, Oregon Pl. 1943

Condition

Know all people by these presents that we, COMMERCIAL BANK (SALEM), ROGER LORENZEN and MARVIN LORENZEN are the owners/mortgagors of the land represented on the attached map, and more particularly described in the accompanying Surveyor's Certificate, and the same have cause to be surveyed and platted into lots as shown on the plan of "Lorenzen's Addition", and do hereby dedicate all streets and easements as shown hereon to the public use forever.

[Signatures]

Acknowledgment

Know all people by these presents, on this day of , 1991, before me, a Notary Public in and for state did offer, personally appeared Terry Martinez, mortgage and loan department manager of COMMERCIAL BANK (SALEM), who being duly sworn, did say that he is the identical person named in the recording instrument, and that said instrument was executed on behalf of COMMERCIAL BANK (SALEM), and that he executed said instrument freely and voluntarily.

[Terry Martinez's Signature]

Acknowledgment

Know all people by these presents, on this day of , 1991, before me, a Notary Public in and for state and county, personally appeared Roger Lorenzen, who being duly sworn, did say that he is the identical person named in the recording instrument, and that he executed said instrument freely and voluntarily.

[Roger Lorenzene's Signature]

Acknowledgment

Know all people by these presents, on this day of , 1991, before me, a Notary Public in and for state and county, personally appeared Marcy Lorenzen, who being duly sworn, did say that she is the identical person named in the recording instrument, and that she executed said instrument freely and voluntarily.

[Marly Lorenzen's Signature]