DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BOWLIN ADDITION

IMPORTANT NOTICE: READ CAREFULLY

THIS DECLARATION CREATES DEVELOPMENT RESTRICTIONS AND ONGOING RECIPROCAL ROADWAY EASEMENT SHARING AND MAINTAINANCE LOT OWNER OBLIGATIONS FOR THE OWNERS OF LOTS 1, 2, 3, 4 AND 5 OF BOWLIN ADDITION INCLUDING PAYMENT OF PERIODIC COSTS FOR ROADWAY MAINTENANCE, REPAIR, AND REPLACEMENT.

![](image)

WHEREAS, the Declarant owns all that certain real property and improvements located thereon in the County of Yamhill, and State of Oregon, described as LOTS 1, 2, 3, 4, and 5 of BOWLIN ADDITION, in Yamhill County, Oregon, (the “LOTS”); and

WHEREAS, Declarant intends to develop LOTS 1, 2, 3, 4, and 5 as a part of the subdivision to be known as BOWLIN ADDITION, and in connection therewith desires to impose these mutually beneficial covenants, conditions, restrictions, and reciprocal non-exclusive easements, on some or all of LOTS 1, 2, 3, 4, and 5 for the benefit of all of the owners of all of the LOTS; and

NOW THEREFORE, the Declarant declares that LOTS 1, 2, 3, 4, and 5 shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, and reciprocal easements, as noted herein, which shall run with the LOTS 1, 2, 3, 4, and 5 and shall be binding upon all parties having or acquiring any right, title or interest in LOTS 1, 2, 3, 4, and 5.

ARTICLE 1. PROPERTY SUBJECT TO THIS DECLARATION

a. Property Subject to Declaration. Lots 1, 2, 3, 4, and 5 of the BOWLIN ADDITION Plat, in Yamhill County, Oregon shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

b. Easement Area. The reciprocal Access Easement Area ("the Reciprocal Easement Area"), shall consist of those certain 30 feet access and utility easements shown on the Plat of BOWLIN ADDITION created for the benefit of Lots 3, 4 and 5.
ARTICLE 2. OWNERSHIP AND EASEMENTS

a. **Non-Severability.** The interest of each owner of LOTS 3, 4, and 5 shall share in the use and benefit of the Reciprocal Easement Area which benefit shall be appurtenant to the Lot owned by such Owner. Any conveyance of either LOT 3, 4, or 5 shall automatically transfer the right to use the Reciprocal Easement Area and the obligations incident thereto without the necessity of express reference in the instrument of conveyance.

b. **Maintenance Obligations/Owner Restrictions.** The Owners of LOTS 3, 4, and 5 shall share equally in all costs reasonably necessary to operate, maintain, repair and replace that portion of the access roadway serving said Lots 3, 4 and 5 which shall be hereafter constructed or re-constructed in the Reciprocal Easement Area. The owner of Lot 2 shall be solely responsible for all costs reasonably necessary to operate, maintain, repair and replace that portion of the access roadway serving said Lot 2 which shall be hereafter constructed or re-constructed in the easement area for the benefit of said Lot 2.

ARTICLE 3. USE RESTRICTIONS

**Size of Residences.** No residence shall be constructed on any of the LOTS which shall have a useable interior area, including garage area, of less than 1800 square feet.

**No Inoperable Vehicles or Junk Cars.** No owner of any of the LOTS shall maintain or store any inoperable, disassembled or junk car on any of the LOTS which is or are not fully contained within an enclosed structure on such lot.

**Fences.** Any fence constructed on the boundary line between the LOTS shall not be constructed of cyclone or chain-link fencing. Any lot owner may build a vinyl or cedar fence (using vinyl, cedar or non-cedar treated wood posts) up to six feet in height, on the boundary line between any of the LOTS without consent or consultation with the other party. For any fence constructed of materials other than vinyl or cedar, each party shall consult with the other parcel owner and obtain consent to the building materials to be used, which consent shall not be unreasonably withheld.

**Modular or manufactured Homes.** No modular, pre-assembled or manufactured residences may be brought onto, constructed or assembled on any of the LOTS.

ARTICLE 4. GENERAL PROVISIONS

a. **Enforcement; Attorneys’ Fees.** The owners, mortgagee or parties lawfully in possession of LOTS 1, 2, and 3 shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by any owner, party in possession or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.
b. **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

c. **Duration.** The covenants, conditions and restrictions of this Declaration shall be perpetual and shall run with and bind LOTS 1, 2, and 3.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 13 day of June, 2007.

Michael S. Bowlin

Sheri Lynn Bowlin

STATE OF OREGON

) ss.
County of Yamhill

This instrument was acknowledged before me on June 13, 2007, by Michael S. Bowlin and Sheri Lynn Bowlin as husband and wife, as their free and voluntary act and deed.

Sue C. Hollis
NOTARY PUBLIC FOR OREGON
My Commission Expires: 08-28-2008