

276-0766

LETTER TO
 ROBERT ASHWORTH
 P.O. BOX 348
 YACHTS C.C.E. 97444

**DECLARATION OF COVENANTS FOR
 ASHWORTH ADDITION**

THIS DECLARATION is made this 7th day of FEB., 1994 by ROBERT ASHWORTH and VIRGINIA ASHWORTH, as trustees of the Ashworth Family Trust, (hereinafter Ashworth), the owners of the property subjected to this declaration.

R E C I T A L S :

1. Ashworth is the owner of certain real property located in Lincoln County, Oregon known as Ashworth Addition Subdivision. This subdivision is recorded at Book 15, Page 37, Plat Records of Lincoln County, Oregon.

2. In order to provide for the preservation and enhancement of the property values, maintenance of the properties and improvements in the subdivision, Developer desires to subject the real property therein to the covenants, restrictions, easements, charges and liens hereinafter set forth, which are for the benefit of said property and each owner thereof.

3. For purposes of this declaration, common area shall mean those shown on any recorded subdivision plat of Ashworth Addition or designated as roadways, as set forth in said plat.

ARTICLE I

Covenants for Joint Use and Maintenance of Private Roadway

Section 1. Ashworth hereby covenants, and each owner of any lot by acceptance of a deed or contract to purchase thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay the following charges:

A. Each owner, his heirs, assigns and successors in interest shall contribute in a pro-rata fashion the amounts necessary to maintain the roadway in a good and passable condition;

B. Each owner shall contribute ratably with the other owners of lots within the subdivision to the cost of any materials and labor used in the repair and maintenance thereof.

C. The property owners within Ashworth Addition shall elect one representative from the subdivision lot owners to arrange for and oversee maintenance of the roadway. This representative shall have authority to enter into binding agreements for the maintenance of the private roadway. The term for this representative shall be one year from the date

Page 1. Declaration of Covenants for Ashworth Addition

FEB "8 1994

BOOK 276 PAGE 0767

of election. The first election shall occur within sixty (60) days of conveyance of the last lot in Ashworth Addition; each election thereafter shall be held annually.

Section 2. Anticipated use of each lot is a single family dwelling. If the use of the roadway by any one party is more than that which is reasonably attributed to a single family dwelling, that property owner shall pay the increased costs of road repair and maintenance.

Section 3. The construction of the private roadway shall be of gravel unless otherwise agreed to by all owners. The width of the roadway shall be 30 feet and shall be located as described on the subdivision plat recorded at Book 15, Page 37, Plat Records of Lincoln County, Oregon.

Section 4. The road maintenance provided for herein shall commence with respect to accessed lots on the day of conveyance of the first lot to an owner who is not Developer.

Section 5. Any maintenance or repair charge not paid within thirty (30) days after the due date shall become a lien upon the property of the non-paying owner and bear interest from the due date at the rate of twelve percent (12%) per annum. Any property owner may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the maintenance and repair costs provided for herein by non-use of the road or abandonment of his lot.

Section 6. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. The roadway herein described shall be a common area as defined within this article.

ARTICLE II

Utility Easements

Section 1. There is hereby created an easement upon, across, over, through and under each lot within Ashworth Addition for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not

Page 2. Declaration of Covenants for Ashworth Addition

FEB 8 1994

BOOK 276 PAGE 0768

limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. This easement shall be ten feet in width, located on both sides of the private road as shown on the subdivision plat recorded at Book 15, Page 37, Plat Records of Lincoln County, Oregon.

By virtue of this easement, it shall be expressly permissible for each lot owner receiving service or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the conditions in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as sited and approved by Ashworth prior to the conveyance of the first lot to an owner. This easement shall in no way affect any other recorded easements on said premises.

Section 2. This utility easement is for the benefit of and appurtenant to that real property described on the subdivision plat recorded at Book 15, Page 37, Plat Records of Lincoln County, Oregon.

ARTICLE III

Section 1. No person or owner shall cut or cause to be cut any tree which was 18 inches in diameter or greater at the time the subdivision plat was filed.

Section 2. The restriction just set forth in Section 1 shall not apply to Lot 1 until declarant has removed trees for a home site. The declarant reserves the right to remove trees in order to allow for a building site upon the property. The declarant reserves the right to remove certain trees from Lot 1, Ashworth Addition, for a period of seven (7) years from the date of this declaration. After the trees for the house are removed, Section 1 shall apply to Lot 1.

Section 3. Nothing in this declaration shall prohibit removing trees if said trees become dead or decayed or pose a threat to the safety of persons or houses.

Section 4. Nothing herein shall prevent the trimming of trees in accord with good husbandry practices.

Section 5. A tree as described in Section 1 may be removed provided the owners of all lots sign a written consent authorizing removal of the tree.

Page 3. Declaration of Covenants for Ashworth Addition

FEB 8 1994

276 PAGE 0769

ARTICLE IV

Section 1. No dwellings, structures or visual intrusions on Lots 1 and 5 shall exceed 15 feet in height from natural grade. Likewise, no vegetation shall be allowed to grow more than 15 feet in height on Lots 1 and 5, provided however, that the trees described in Article III shall be allowed to remain subject to the provisions of Article III.

Section 2. No house other than a site built dwelling shall be permitted within the subdivision. Mobile homes, manufactured dwellings, modular homes and prefabricated homes are specifically prohibited.

ARTICLE V

Section 1. Each house constructed within the subdivision shall have dry wells to collect drainage from the roof of each house. Declarant shall post a bond or cash in lieu of a bond with the city to provide financial security to assure the dry wells will be completed. The amount of the security will be that reasonably necessary to construct the dry wells if the owner does not construct the dry wells. As each house is constructed, the required security shall be reduced. Upon construction of the last house, the security shall be totally released.

SECTION VI

Section 1. These covenants shall be perpetual and shall be binding upon the heirs, assigns and successors in interest of each owner.

Section 2. These covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to these covenants.

Section 3. In the event any suit or action is filed to enforce any of the terms or conditions of this declaration, the prevailing party shall be entitled to recover from the losing party reasonable costs and attorneys' fees, including any such costs and fees on any appeal.

IN WITNESS WHEREOF, Ashworth has caused these covenants to be executed on the day and year first written above.

Robert Ashworth, Trustee
Robert Ashworth, Trustee

Virginia Ashworth, Trustee
Virginia Ashworth, Trustee

Page 4. Declaration of Covenants for Ashworth Addition

FEB 8 1994

BOOK 276 PAGE 0770

STATE OF OREGON)
County of Lincoln) ss. Feb. 7, 1994

Personally appeared the above named Robert Ashworth and Virginia Ashworth, Trustees of the Ashworth Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 6-17-96



STATE OF OREGON) ss.
County of Lincoln)
I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.
Book 276 Page 766
WITNESS my hand and seal of said office affixed.

[Signature]
DANA W. JENKINS, Lincoln County Clerk
Doc: 8111557
Rect: 45158 35.00
02/08/1994 02:20:51pm



Page 5. Declaration of Covenants for Ashworth Addition

FEB 8 1994