

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS - 0475

FOR

ASPEN HEIGHTS

Patrick M. Gisler, owner, of ASPEN HEIGHTS PHASE I and Lots 2, 3, 5, 6, 7, 8, 10, 17, 18 and 19 in Block 1, Lots 8, 9, 10, 11, 12, 13, 14, 23 and 24 in Block 2, Lots 3 and 5 in Block 3 of ASPEN HEIGHTS PHASE II, City of Bend, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, to the following Protective Covenants, Conditions and Restrictions:

ARTICLE I. ARCHITECTURAL GUIDELINES

The purpose of the following guidelines to be observed by each owner is to protect and preserve the value of property and quality of life in the subdivision:

Section (1) Minimum Size. No residence of less than 1,200 square feet of living space, exclusive of garage, shall be erected on any lot.

Section (2) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.

Section (3) Driveways will be of concrete, concrete pavers or asphalt.

Section (4) Landscaping. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished.

Section (5) Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, boats, recreational vehicles, trailers, inoperative vehicles, and other service facilities shall be screened from view of neighboring lots.

Section (6) Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supply facilities.

Section (8) Fences. No chain link fences may extend beyond front of house. All fence extending from front of house to street shall not exceed 3 feet in height.

ARTICLE II. RESTRICTION ON USE OF PROPERTY FOR HOMEOWNERS

Section (1) Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section (2) Maintenance of lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

Section (3) Mobile Homes, Campers, Trailers. No mobile homes or trailers may be used as a residence, including manufactured housing.

Section (4) Offensive or Commercial Activities. No offensive or ongoing commercial activity shall be conducted on any lot.

Section (5) Uses Prohibited. No parts of said property shall be used in any of the following ways:

(a) As a storage place for more than thirty (30) days for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, unless they are garaged or reasonably screened.

(b) As a place to burn trash.

(c) As a place to raise domestic animals of any kind except a reasonable number of household pets which are not a nuisance to other owners.

(d) No structure of temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job hut or trailer during construction of a home not to exceed 180 days, provided said hut or trailer is removed within twenty (20) days of completion of residence.

(e) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.

ARTICLE III. GENERAL PROVISIONS

Section (1) Term. These covenants are to run with the land and shall be binding on all parties and all personal claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years.

Section (2) Enforcements. Enforcement shall be by proceedings at law or in equity by any owner or group of owners against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If suit is undertaken to enforce these covenants, conditions and restrictions, the prevailing party shall be entitled to attorney's fees as the Court may judge in addition to any damages an individual or group of owners can demonstrate.

Section (3) Severability. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

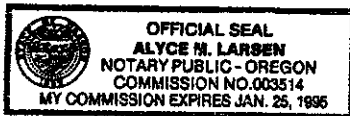
Section (4) Amendment. A recordable document amending this document signed by fifty-one (51%) percent of the owners of record of the subdivision and all subsequent recorded phases shall amend or repeal this document.

In witness whereof, the Owner and developer of ASPEN HEIGHTS PHASE I has caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for ASPEN HEIGHTS PHASE I, this 9 day of October, 1991.

Patrick M. Gisler
Patrick M. Gisler

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named, PATRICK M. GISLER, and acknowledged the foregoing instrument as his voluntary act.



Before Me: *Alyce M. Larsen*
Notary Public for Oregon

My commission expires: 01/25/96

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DATE:

91 OCT 10 PM 3:31
MARY SUE PENHOLLOW
COUNTY CLERK

BY: *B. B. Burt* DEPUTY
NO. 91-30192-10-10
DESCHUTES COUNTY OFFICIAL RECORDS