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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

OF

EAGLE AIR ESTATES

235 - 0037

This declaration of restrictions, covenants and conditions, hereinafter called "Declaration" is made and executed this _____ day of _____, 1990, by Vern and Sandy Goodsell, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Deschutes County, State of Oregon, and more particularly described as follows:

A parcel of land situated in the southeast quarter of Section 33, Township 14 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 33; thence South 89°09'21" West on the south line of said Section 33, 2558.17 feet to a point on the easterly right-of-way line of "Camp Polk Road", thence, on said right-of-way line, around a 605.25 foot radius curve to the right, 106.14 feet (long chord bears North 15°21'05" East, 106.00 feet); thence North 20°22'30" East, on said right-of-way line, 1316.07 feet to the southwest corner of Lot 8, Block 4, Indian Ford Meadows, a subdivision of said record; thence North 89°06'26" East, on the south line of said "Block 4", 2055.68 feet to the south 1/16 corner on the east line of said section 33; thence South 00°41'51" East, on the east line of said Section 33, 1330.38 feet to the point of beginning; excepting therefrom those parcels of land described in Volume 165, Page 427 and Volume 357, Page 554, Deschutes County Deed Records.

EXCEPTING THEREFROM all lands lying within 125.00 feet of each side of the following described Runway Centerline and lying within Section 33, Township 14 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon; Northeast-Southwest Runway Centerline description; Beginning at a point in the Centerline of Wilt Road, said point being 41.10 feet South 89°49' East, 1,171.05 feet South 0°43' West and 678.10 feet South 2°40' West from the 1/4 Corner in the North line of Section 4, Township 15 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon; thence North 41°26' East 3,664.00 feet to an Iron Rod set at the point of termination on the Northeast and of the said Northeast-Southwest Runway.

ALSO EXCEPTING THEREFROM, Beginning at the point of 235 - 0038
intersection of the South line of Section 33, Township 14
South, Range 10, East of the Willamette Meridian, and the
Runway Centerline of the Sisters Airport described in that
certain lease recorded in Book 152 at page 179 of Deschutes
County Deed Records; thence East along the South line of said
Section to the Southeast corner of Section 33; thence North
200 feet along the West boundary of Section 34; thence West to
the Runway Centerline of said Airport; thence South 41 26'
West along said Centerline to the place of beginning.

TAX MAP 06-02 14 10 33 00 00202
TAX MAP 06-02 14 10 33 00 00600
TAX MAP 06-02 14 10 33 00 00703
TAX MAP 06-02 14 10 33 00 00704

Whereas, Declarant desires to subject said property to the
restrictions, conditions and charges for the benefit of such
property and its present and subsequent owners as hereinafter
specified, and;

Whereas, the power to enforce certain of such restrictions,
conditions, reservations and charges is to reside in Eagle Air
Estates Home Owners Association and;

Whereas, Declarant desires and intends by filing this
Declaration to impose upon said property mutually beneficial
restrictions under a general plan of improvement for the benefit
of all said units and the owner thereof;

Now, Therefore, Declarant hereby declares that all
properties described above shall be held, conveyed, hypothecated,
encumbered, leased, rented, used, occupied and improved subject
to the following restrictions, covenants, conditions, uses,
limitations, exceptions and obligations; all of which shall be
deemed to run with the land and shall be a burden and benefit to
Declarant, their successors and assigns, and any person
acquiring, or owning an interest in the real property and
improvements, their grantees, successors, heirs executor,
administrators, devisees, and assigns.

DEFINITIONS

The following words when used in this Declaration, or any supplemental declaration, unless the context shall prevent it or are obviously otherwise, shall have the following meanings:

- A. "Association" shall mean Eagle Air Estates Home Owners Association, its successors and assigns.
- B. "Declarant" shall mean Vern & Sandy Goodsell who have made and executed this Declaration.
- C. "Declaration" shall mean this instrument by which the project is established as provided for in the State of Oregon Unit Ownership Law.
- D. "The Properties" shall mean all of the property herein above described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- E. "Common Area" shall mean those areas of land shown or declared as such in any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties.
- F. "Lot or Parcel" shall mean any number plot of land shown upon any recorded subdivision plat of the properties which is not designated as "Common Area".
- G. "Member" shall mean every person or entity who holds membership in the Association.
- H. "Owner" shall mean the record owner, whether one or more person or entities, of fee simple title to any lot or parcel of the properties or a contract vendee thereof: but shall not mean a mortgagee.
- I. "Street" shall mean any road or other thoroughfare shown on the recorded plat of the properties.
- J. "Setback" shall mean a minimum distance between a structure and a lot line.
- K. "Airport" shall mean Sisters Eagle Air Airport.
- L. "Aeronautics" shall mean the Aeronautics Division of the State of Oregon.
- M. "Subdivision" shall mean all properties within Eagle Air Estates Subdivision Plat.

MEMBERSHIP VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP: Members of the Association shall be every owner of a fee or undivided fee interest in any lot or parcel subject to the covenants herein of record, to assessment by the Association and every person who holds a Contract purchaser's interest of record in a lot or parcel of more than one lot. There shall be no other qualification for membership except as set forth above. Membership shall terminate upon transfer of fee simple title by owner of the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells a lot by a contract of sale, and upon recordation thereof, the Owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. VOTING RIGHTS: Members shall be entitled to one (1) vote for each lot or parcel in which they hold the interest required for membership by Article II, Section 1, hereinabove. If more than one person holds such interest or interests not more than one person may hold membership for each parcel. That person being determined by the interest holders of said parcel. The vote for such lot or parcel shall be exercised as the persons holding such interest shall determine between themselves, provided, however, that in no event shall more than one vote be cast with respect to each lot or parcel.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. MEMBER'S EASEMENT OF ENJOYMENT: Subject to the provisions of Section 3 of this Article, every member shall have a right of easement and enjoyment in and to the Common Area subject to rules and regulations of the Association; and such easement shall be appurtenant to and shall pass with the title to every lot or parcel, and upon the recordation of any contract of sale of a lot or parcel.

Section 2. TITLE TO COMMON AREA: The Declarant will convey to the Eagle Air Estates Homeowners Association all common area upon the organization of the Association. The Association directed by the Association members and approved by a vote of two-thirds (2/3) of Association members, may convey the common area to a municipal corporation, public agency, board, or authority.

Section 3. EXTENT OF COMMON AREA AND MEMBERS EASEMENTS: Common area shall be designated as Common Area as shown on the recorded plat of the Subdivision.

The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association to limit the number of guests of members.
- B. The right of the Association to suspend the enjoyment rights of any members for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- C. The rights of the association to dedicate or transfer all or any part of the common properties to any municipal corporation, public agency, board or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however shall be effective except pursuant to a vote of the members as provided by Article II, Section 2, herein.

Section 4. DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Such persons must physically reside in the dwelling located on the Lot owned by such Owner. The Association may provide for visitors or guest privileges with such restrictions and regulations as the Association shall determine.

Section 5. NO DEDICATION: The Common Area is not dedicated in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of the Owners, and to those persons to whom the use of is properly delegated.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN: Declarant, for each building site owned by him within the properties, hereby covenants, and each owner of any lot or parcel, by acceptance of the Deed or Contract vendee's interest therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements.

Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time the assessment became due.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Area, Roadway/Taxiway, Airport, and promoting the health, safety, enjoyment, and welfare of the residents in the properties and in particular for the improvement and maintenance of the Taxiways owned and used by the Association. Properties owned by Declarant that remain unsold will be exempt from assessment for maintenance until such time as originally sold.

Section 3. BASIS OF ANNUAL ASSESSMENTS:

- a. Unless changed by vote of the membership as hereinafter provided, the maximum annual assessment against any lot or parcel shall be one hundred eighty dollars (\$180.00), per year which shall be used for Common Area, Roadway/Taxiway, and Airport maintenance. The Board of Directors of the Association may, after consideration of the current maintenance cost and the financial requirements of the Association, fix the annual assessment at an amount less than the maximum.
- b. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- c. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- d. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.
- e. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: Upon vote of the Association in the manner hereinafter set forth, the Association may levy, in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole, or in part, the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area, Roadway/Taxiway, and Airport including necessary fixtures and personal property relating thereto.

Section 5. VOTING AND NOTICES FOR SPECIAL ASSESSMENTS AND CHANGE OF MAXIMUM ASSESSMENTS: Any special assessments or change of maximum annual assessment must have the ascent of two-thirds (2/3) of the vote of all members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The initial annual assessment shall commence on the first day of such month as determined by the Board of Directors; and shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after first year shall become due and payable on January 1 of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or on the date on which said property first became subject to assessment. The due date of any special assessment shall be fixed in a resolution authorizing such assessment.

Section 7. DUTIES OF THE ASSOCIATION DIRECTORS: The Directors of the Association shall fix the amount of the annual assessment against each Lot or Parcel and give the owner subject thereto, written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Director shall cause to be prepared a roster of the property subject to assessments with assessment applicable to each parcel and shall keep such roster in the Association office subject to inspection by any owner.

The Association shall, upon demand at any time, furnish to any owner liable to assessment, a certificate in writing setting forth whether the assessment on said property owned by said owner has been paid.

Section 8. THE EFFECT OF NONPAYMENT OF

ASSESSMENTS: LIEN OF ASSOCIATION MEMBERS: If an assessment is not paid on the due date herein-above set forth, such assessment shall become delinquent and shall bear interest at the rate of one and one half percent (1-1/2%) per month or a minimum of five dollars per month from such due date. The Association members shall file, as individuals, in the office of the County Clerk in which the property is located, within ninety days after such delinquency, a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper satisfaction of such lien. Such assessment with interest set forth above shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The individual Association members may bring an action at law to enforce payment of a delinquent assessment against the owner personally obligated to pay the same, and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association members, the delinquent owner shall be liable for the Association member's court costs, disbursements and reasonable attorney fees to be fixed by the Courts; such costs, disbursements and attorney fees to be further secured by such lien. No owner may waive or otherwise escape liability for assessments by non-use of the Common Area easement or abandonment of his lot or parcel of property.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any lot or parcel shall not effect the assessment lien. However, the sale or transfer of any lot or parcel which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under said mortgage or any proceeding in lieu of foreclosure thereof, including sale under deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from the liability of the assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY: All properties to the extent of any easement or other interests therein dedicated and excepted by a municipal, county or other local public authority and devoted to public use, shall be exempt from the assessments, charges and liens created herein.

ARTICLE V
RESTRICTION ON USE OF PROPERTY BY OCCUPANTS

Section 1. BUILDING SITES: No building site shall be used except for single family residential purposes. Mobile homes are not permitted. Outbuildings shall be permitted and may include a garage and/or aircraft hangar as permitted under these conditions and restrictions. The construction and appearance of garages and hangars shall be equal to the exterior construction and conform to the appearance of the dwelling. The aircraft hangar buildings on lots located in the subdivision, as shown in the duly recorded plat hereof, shall have a painted exterior and the design and size shall be approved by the Association or the Architectural Control Committee.

Section 2. LOTS: No trailer, tent, shack or structure of a temporary character shall be erected or used for any purpose whatsoever in Eagle Air Estates either on a temporary or permanent basis. Provided, however, recreation vehicles, such as trailers, motor homes, campers and boats may be stored (but not used for residential or storage purposes) on a lot so long as the recreational vehicle is more than one hundred (100) feet from the front lot line and is not used for permanent dwellings. Provided further, that each owner may be allowed the use of temporary housing such as trailer houses and mobile homes during construction of their permanent residence. Temporary housing must be approved by the Architectural Committee, such temporary use not to exceed one (1) year in any event.

Section 3. LIVESTOCK AND POULTRY: No animals, livestock or poultry shall be raised, bred, kept or maintained for commercial purposes. No animals, livestock or poultry shall be kept which may become an annoyance, nuisance or menace to the neighborhood except as may be determined acceptable by the Association. At no time shall any animals, livestock, or poultry be allowed on the Common Area. All dogs must be confined to owners property or kept on leash.

Section 4. INDUSTRIAL AND AVIATION NOISE: Association members agree to waive all rights to protest against industrial or aviation noise resulting from operations and activities conducted under the supervision and approval of Aeronautics in relation to operation of the Airport.

Section 5. ACTIVITIES: No noxious or offensive activity shall be carried on upon any parcel or part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a residential district.

Section 6. ROAD FRONTAGE: It shall be the duty of the owner of any lot or occupant of a building of any lot to improve and maintain, in uniform appearance and proper condition, the area between the property line and the street. Uniform appearance shall be determined by the Association members.

Section 7. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and comply with all local, state or federal requirements.

Section 8. AIRCRAFT MAINTENANCE: No lot or structure within the Subdivision shall be used as a base or site for maintaining, repairing or selling aircraft where such activity becomes an annoyance, eyesore or liability to homeowners. Homeowners will retain the right to construct or rebuild antique or experimental aircraft and to perform maintenance on their own aircraft. No major vehicular, automotive or aircraft repair work shall be performed on said premises at any time except it be behind closed doors in garages and hangars. No junk vehicles or aircraft will be stored on the property where it is visible to the neighborhood.

Section 9. OCCUPANCY DURING CONSTRUCTION: No residence shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and all other conditions and restrictions thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 10. ANNEXING PROPERTY: No person may annex additional property or no person may give easement across any parcel of land for the purpose of annexing additional property unless approved by the Homeowners Association and Declarant.

Section 11. AIRCRAFT TIE-DOWN: Each owner may have one aircraft tied down on his lot. Temporary guests may also park their aircraft on said owner's lot, however, owners will not be allowed to rent or lease hangar space or tie downs to non-owners without consent from the Homeowners Association. Consent may be subject to the One Hundred Eighty Dollar (\$180.00) annual fee for each non-owner aircraft. Non-owner aircraft must be kept hangared. In the event that Owners do not own an aircraft, non-owner aircraft may be kept in said Owner's hangar and may be exempt from the annual assessment fee.

Section 12. TREE REMOVAL: There will be no clear-cutting of trees and brush. Lots must remain natural except for driveways, buildings and yard areas as determined by the Architectural Control Committee.

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. ARCHITECTURAL CONTROL COMMITTEE: The Association may appoint an architectural control committee of three (3) or more persons; which committee may then act for the Association to the extent set forth in this Declaration. Until such time as four (4) lots have been purchased from developer, the developer shall have the right to choose 1 or more persons in addition to himself to act as the Architectural Control Committee. Thereafter, the developer and the other four or more lot owners may elect 3 new officers as set forth in the association by-laws.

Section 2. ARCHITECTURAL CONTROL:

- a. No building, fence, wall or other structure shall be commenced, erected or maintained in EAGLE AIR ESTATES, nor shall any exterior addition to, change, or alteration thereof be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to topography and finish grade, and as to compliance with these restrictions.
- b. All exterior construction shall be done in strict accordance with the plans and specifications which have been approved by the Architectural Control Committee. Any exterior changes (including changes in location of the improvement on the lot), additions to or deletions from plans and specifications which have been approved by the Architectural Control Committee shall be resubmitted for the approval of the Committee in the manner herein prescribed.
- c. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the Committee's approval will not be required.
- d. EAGLE AIR ESTATES, and the Architectural Control Committee shall have the power, but shall not be obligated, to enforce these restrictive covenants. No action shall be brought against EAGLE AIR ESTATES, nor the Developer thereof, nor against the Committee as a result of any action, or failure to take any action, on any of the matters required or authorized to either of them in these restrictive covenants.

- e. The powers herein granted to the Architectural Control Committee shall be exercised by the Committee as it shall in its sole discretion think best. The granting by the Committee of any waiver or variance to any of the restrictions herein set out shall not constitute a waiver of the right of the Committee or any owner to insist upon full and strict compliance with these restrictions in all other instances.

Section 3. BUILDING TYPE, SIZE AND LOCATION:

- a. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two (2) stories in height, together with the private garage, airplane hangar, and servants' quarters to service said single family residence. All garages, airplane hangars and servants' quarters shall be no more than two (2) stories in height and shall conform in exterior design to the single family dwelling.
- b. The ground floor area of the single family dwelling (exclusive of one story open porches and garages or carports) shall not be less than 1,500 square feet for one story building and not less than 1,200 square feet for a two (2) story building.
- c. No structure, house or building of any nature whatsoever shall be moved from another location to any residential lot or plot unless constructed of new material, without the written consent of the Architectural Control Committee.
- d. No building shall be located on any lot nearer than fifty (50) feet from the front lot line nor nearer than five (5) feet from the rear lot line, nor nearer than five (5) feet to a side lot line. As used herein, the term "building" shall include single family residence, garage, carport, airplane hangar, servants' quarters, and all other structures except fences.
- e. The Architectural Control Committee shall have the power to allow variations from the restrictions set forth in Article VI, Section 3 above, save and except minimum size or square footage requirements, so long as the variations do not, in the opinion of the Committee, affect the character of EAGLE AIR ESTATES.

- f. No structure, building, or other facility shall be constructed which violates the Airport imaginary surfaces as defined in Part 77 of the Federal Air Regulations. In addition, all construction plans shall be submitted for approval to the Federal Aviation Administration (FAA) on FAA form 7460-1, "Notice of Proposed Construction of Alteration," via Aeronautics, as prescribed in Section 77.17 of the Federal Air Regulations.

Section 4. EASEMENTS:

- a. Easements for the installation and maintenance of utilities are reserved over the lots as shown on the aforesaid plat of EAGLE AIR ESTATES. No building or permanent structure shall be erected on any easement.
- b. There shall be no building, shrubs, fences or any other object permanently or temporarily located within twenty five (25) feet of the centerline of the roadway/taxiway easement which exceeds three (3) feet in height, nor will any such object be placed within fifteen (15) feet of said roadway/taxiway centerline which exceeds one (1) foot in height.

Section 5. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one family identification sign of not more than an area four (4) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developers to advertise the property during the sales, such signs to be non-illuminated and not to exceed thirty-two (32) square feet.

Section 6. ADDITIONAL POWERS OF THE ASSOCIATION: In addition to all other powers granted to the Association herein, or granted to the Association by the Charter or By-laws of the Association, or the laws of the State of Oregon, the Association acting through its Board of Directors, shall have the right:

- a. To limit and regulate the size, type, subject matter, location and elimination of signs within the Properties, and to prohibit all or any type of subject matter or signs within the properties.
- b. To regulate the use of the Common Area, and the facilities erected thereon, to charge fees for the use of such facilities, and to make regulations concerning the conduct of persons within the Properties.
- c. To prohibit or restrict political activities and political signs within the properties.

- d. To grant easements over the Common Area and to construct roads, sidewalks, trails or other improvements over the Common Area.
- e. To make all other rules and regulations as the Board of Directors shall deem necessary or desirable to maintain EAGLE AIR ESTATES as a first class residential area, and to promote the recreation, health, safety and welfare of the residents of the Subdivision, and to provide for the protection of persons and property.
- f. To grant exceptions or variances to any of its rules and regulations or to any of the restrictions contained in this Article V.

Section 7. DISCRIMINATION: Nothing herein shall allow the Association or its Board of Directors, to discriminate in favor of or against any political party or any political candidate, nor to discriminate in favor of or against any person because of his or her sex, race, creed, color, national origin or religion.

Section 8. DIRT BIKES: There shall be no riding of dirt bikes within the Subdivision, other than to obtain ingress and egress to and from the Subdivision.

Section 9. EXTERIOR MAINTENANCE: Each owner shall be responsible for the upkeep and maintenance of all improvements upon each lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, doors, windows, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and the watering of trees and grass.

ARTICLE VII

RESERVATION OF EASEMENTS

Declarants hereby grant to the Association and also reserve unto themselves, their successors and assigns, perpetual easements over, under and across all Common Area within the Subdivision for the purpose of erecting, constructing, maintaining, and operating water systems, drainage systems, poles, pipes, wires, cables, anchors, and conduits for lighting, power, telephone, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of such Common Area, the Association reserves the right to cut and/or trim any tree, shrub or other growth on such Common Area, or easements as reserved herein, which may interfere with or menace the safe taxi of aircraft, or the construction, or maintenance or operation of any utilities.

MAINTENANCE OBLIGATIONS OF OWNER

Section 1. VACANT LOTS: It is the intent of these restrictions that vacant lots be maintained in a reasonable condition. Therefore, the Association shall have the right at all times to enter upon any lot or parcel that is vacant and unkept by the Owner after reasonable notice to the owner, to remove debris, weeds or other waste materials and to trim, cut back, remove if damaged or dead, cultivate, eradicate and/or maintain natural growth or other improvements and to charge to expense thereof to the owner as an assessment. The Association shall have the same right with respect to such assessment as set forth in Article IV pertaining to annual and special assessments.

Section 2. LANDSCAPING: In the event the Association has permitted an owner to plant a portion of the Common Area designated for all members' use and enjoyment abutting the owner's property in accordance with the owner's landscaping design, the owner shall thence forth be obligated to maintain such planting at his own expense. Failure of the owner to maintain the landscaping of such portion of the Common Area shall give the Association the right, upon reasonable notice to the owner, to maintain such areas of the Common Area and to charge the expense thereof to the owner as an assessment to be collected in the same manner as provided by Article IV.

Section 3. REASONABLE NOTICE: Reasonable notice, as that term is used in the article, shall mean mailing of notice by certified mail to the last known address of the owner shown on the books of the Association not less than ten (10) days before entry on such owner's property is made or maintenance of such is undertaken pursuant to ARTICLE IX, Section 2.

ARTICLE IX

GENERAL PROVISIONS

Section 1. DURATION: Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit and be enforceable by the Association members or the owner of any lot or parcel subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a period of twenty five (25) years from the date this Declaration is recorded. After such term, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the parcels has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants of this declaration may be amended during the first twenty five (25) year period by an instrument signed by not less than seventy five (75%) per cent of the owners of parcels and thereafter by an instrument signed by not less than two thirds (2/3) of such owners.

Section 2. NOTICES: Unless otherwise provided herein, any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT: The members of the Association, collectively or any individual member shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damage for such violation. Failure of the Association members, or individual owner, to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the rights to do so thereafter.

Section 4. SEVERABILITY: Invalidation of any one these covenants or restrictions by judgment or court decree shall in no way effect any other provisions of this Declaration; the balance thereof remaining in full force and effect.

Section 5. EFFECTIVE MUNICIPAL OR COUNTY ORDINANCES: Police, fire, Aeronautics or other public safety ordinances of any municipal or county authority having jurisdiction over any portion of the properties described herein, shall govern where more restrictive than these covenants and restrictions.

Section 6. DECLARATION CONSTRUCTION: In constructing this Declaration and where the context so required, the singular pronoun may mean and include the plural, the masculine, feminine, and the neuter.

EAGLE AIR ESTATES

IN WITNESS WHEREOF, the undersigned Declarants have
executed this Declaration this 8 day of May, 1991.

Vern Goodsell
VERN GOODSELL

Sandy Goodsell
SANDY GOODSELL



STATE OF OREGON, County of Deschutes, ss:
May 8, 1991, the undersigned, a Notary
Public and for said County and State, personally appeared VERN
GOODSELL and SANDY GOODSELL that they executed the within
instrument.

Donna Alger
Notary Public for Oregon
My Commission Expires 5-28-94

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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 DAY:

91 MAY 15 PM 3:39

MARY SUE PENHOLLOW
COUNTY CLERK

BY B. B. Brum DEPUTY
NO. 91-13310 FEE 95-
DESCHUTES COUNTY OFFICIAL RECORDS

Ref
enc.
Mary Jarrett