

AIRPARK ESTATES BUILDING AND USE RESTRICTIONS  
DESCHUTES COUNTY, OREGON

The undersigned, being the sole owner of the following described real property:

AIRPARK ESTATES, DESCHUTES COUNTY, OREGON

do hereby subject said property, and each division or part thereof, to the following building and use restrictions:

1. There shall be only one single family residence of each parcel of land in Airpark Estates which shall be constructed to meet the requirements of the Uniform Building Code.
2. No residence shall be constructed of less than 1000 square feet of living area. Detached garage or aircraft hangar shall be constructed of quality and appearance that will conform to the residence.
3. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.
4. Every building shall have a wood, tile, or textured composition roof.
5. There shall be no swine, horses, cattle, poultry, or goats raised on the property. Only domestic animals such as dogs and cats shall be allowed and in reasonable number.
6. Television antennas shall not exceed five feet over the roof ridge.
7. 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.
8. Maximum height of buildings shall be twenty-five feet above the highest natural point of ground on the lot.
9. Fences over thirty inches in height shall be constructed of masonry or wood.
10. Sewage and waste disposal shall be installed and disposed of in accordance with state and county regulations. All waste materials, paper, trash, and other garbage will be held in metal containers and not allowed to be windblown or scattered about the premises.

## GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and may be brought by any property owner in the subdivision.

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

DATED this 26<sup>th</sup> day of September, 1977.

Gisler Management Co. Inc.

By

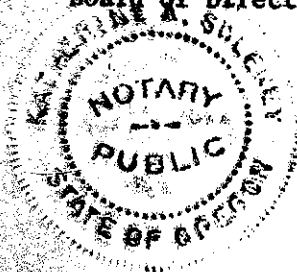
Patrick M. Gisler

By

Daniel E. Van Vactor

STATE OF OREGON, County of Deschutes, ss: September 26, 1977.

Personally appeared Patrick M. Gisler and Daniel E. Van Vactor who, being sworn, stated that they are respectively the President and Secretary of Gisler Management Co. Inc., and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors. Before me:



Katherine A. Sweeney  
NOTARY PUBLIC FOR OREGON

My commission expires: 1/26/80

ECS 14

STATE OF OREGON

I hereby certify that the within instrument of writing was received for Record the 26 day of Sept A.D. 1971 at 3:25 o'clock P.M., and recorded in Book 259 on Page 2 Records of Deeds

ROSEMARY PATTERSON  
County Clerk

By Connie Brown Deputy

8289

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 26 day of Sept A.D. 1971 at 3:25 o'clock P.M., and recorded in Book 259 on Page 2 Records of Deeds

ROSEMARY PATTERSON

County Clerk

By Connie Brown Deputy

Return to:

Gislen Mgmt Corp.  
20 NW Greenwood  
Bend, OR