

DESCHUTES COUNTY OFFICIAL RECORDS
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2005-75157



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Declarant:

Keeton, Riemenschneider, LLC

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SIERRA VISTA PHASE I & II
REDMOND, OREGON

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The primary purpose of these restrictions is to insure the development and maintenance of a spacious, single-family residential area where liberal yards and open spaces insure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of Sierra Vista.

The undersigned, being the sole owners of the property described above, in order to provide for the objective set out in the above statement of purpose, do hereby subject said property, and each division or part thereof, to the following building and use restrictions.

1. Use: Each lot shall be for residential use only. No other commercial activity or any kind shall be conducted on or from the property.
2. Specifications: Not more than one detached single-family dwelling, not to exceed two stories in height, not more than one three car garage and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylight, split entry and split level types shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 1550 square feet excluding the garage. No single car garages. Each home will be located on each parcel so as to keep as compatible as possible with the natural surroundings, view, and with other houses.
3. Time of Construction: All buildings constructed must be completed within six (6) months from the date construction is commenced, exclusive of inside finish work.
4. Landscape Timing: All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less that 20% of the front yard to be in grass, the rest to be natural or with bark chips in a professional looking manner.
5. Setbacks: Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.
6. Driveways: All driveways to be concrete, and there shall be no excavation of any of the parcels for gravel or cinders.
7. Design Control: The developers of Sierra Vista, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within Sierra Vista, not to construct or alter any improvement on their site until:
 - a. The owners have submitted to the Architectural Review Committee, two complete sets of plans and specifications therefore, in form satisfactory to the committee, showing insofar as appropriate (I) the size and dimensions of

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Keeton-Riemenschneider
18159 W Hwy 126
Sisters, OR. 97759

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the improvement, (II) the exterior design, (III) the exterior color scheme, (IV) the exact location of the improvement on the home site, (V) the location of driveways and parking areas, (VI) the scheme for drainage and grading, and (VII) the landscaping arrangements: and

- b. The committee has approved such plans and specifications in writing.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the committee with the grading and drainage plan, the location of the structure on the home site, the color scheme, finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because in its reasonable judgment the committee would render the proposed improvement inharmonious or out of keeping with Sierra Vista objectives or the improvements erected on other home sites.

8. Architectural Review Committee: Consists of:

Arland Keeton or Robert Riemenschneider
Aaron Curtis
Howard Schelske

Committee will cease to exist when all the lots in Sierra Vista have been improved.

9. Sewage: All dwellings shall have an individual City sewer hook-up installed in compliance with the requirements of the State or City Sanitary Authority or health authority having jurisdiction.

10. Residential Accessory Structures: Residential structures such as hot tubs, spa enclosures and garden sheds are permissible. Garden sheds must be new, of the same roof, siding, paint color and type as the home and not to exceed 12 feet by 12 feet in size.

11. Antennas: Television antenna, radio antenna, satellite antenna or other receiving devices are subject to Declarant approval.

12. Maintenance of Structures and Grounds: Each owner shall maintain his lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each owner shall keep all shrubs, grass and plantings of every kind on his lot and on that area between his lot and the paved area of the dedicated road system neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each owner.

13. Screening: All garbage, trash, cuttings, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from the streets.

14. Parking: Parking of boats, trailers, motorcycles, trucks, campers, RV's and like equipment shall not be allowed in front of the front setback line of the garage. All such equipment shall be parked behind a fence. No parking on any street shall be allowed of any horse trailer, travel trailer, commercial vehicle, boat trailer, camper bus, or incapacitated motor vehicle. No parking whatsoever shall be allowed in access easements; it is each owner's responsibility to see that the guests, invitees and lessees abide by this condition. No owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked in any driveway for a period in excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

15. Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near Sierra Vista.

16. Drilling and Mining: No oil drilling, oil development operation, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or in any lot. Nor shall derricks or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

17. Modular Homes: No modular, mobile or pre-existing home may be moved onto any lot in Sierra Vista for residential purposes.

18. Temporary Residence: No trailer, tent or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

19. Signs: No commercial sign may be displayed to the public view from any parcel except for a "For Sale", "For Rent", or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than two square feet.

20. Roofs: Roofs shall have not less than 5 in 12 pitch and be covered with composition, clay tiles, wood shakes or earth tone shingles.

21. Fences: No chain link or metal fences whatsoever. Maximum height is 6'. All fencing extending from front of house to street is not to exceed 3'. Fencing requirement is to avoid unsightly, poorly planned fencing.

22. Exterior Walls and Trim: Exterior walls and trim shall be wood. Manufactured wood products such as fiberboard, Masonite, etc. are considered acceptable. Color samples shall be submitted with plans for approval. Paint or heavy body stain is acceptable. No T-1-11 siding is allowed. Brick and stone work is encouraged.

23. Offensive Activity: No illegal, noxious or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incidental to construction of a house shall not be considered an offensive activity.

24. Firearms: The shooting of firearms on the premises is prohibited.

25. Pets: No animals other than domestic pets shall be kept on any part of Sierra Vista. Domestic pets must at all times be restrained on their owners' property or under immediate control on a leash. No animals, including poultry, shall be raised, kept, bred or maintained for any commercial purposes. Doghouses shall be limited to two, and only allowed in the backyard. All home sites are within the City limits of Redmond and resident animals are subject to the City of Redmond leash laws. Animal nuisance ordinances are also in effect for barking and trash strewing dogs. If an animal is off the owner's home site, it must be on a leash. Please contact the City of Redmond Police Department to report violations. The City is best equipped to deal with these problems and can enforce stringent fines.

26. Enforcement: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Sierra Vista and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restriction herein set forth, including a suit for injunction or for damages.

27. Term: These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until 2035, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of two-thirds of the then owners of Sierra Vista parcels, it is agreeable to change said covenants in whole or part.

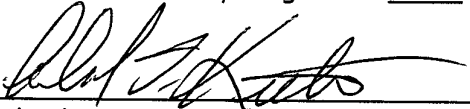
28. Invalidation: Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion hereof by court order, judgment or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain if full force and effect.

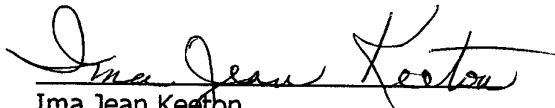
29. Binding: The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Sierra Vista and each of their legal representatives, heirs, successors or assigns, and a failure, whether by the owners above named or their legal representatives, heirs, successors or assigns to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

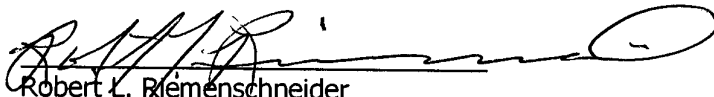
30. Omission or conflict: When these covenants do not cover a situation, the rules and regulations of the City of Redmond shall be applied. In all cases, where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the Architectural Review Committee shall govern in determining which rules are the strictest.

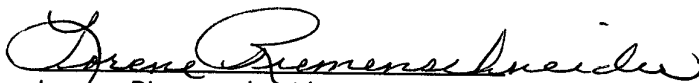
These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in Sierra Vista. For this purpose, the owner of record of each parcel of the land described above shall be entitled to one vote.

Dated at Redmond, Oregon this 31 day of October, 2005


Arland T. Keeton

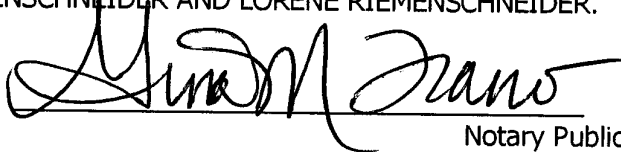

Ima Jean Keeton


Robert L. Riemenschneider


Lorene Riemenschneider

State of Oregon
County of Deschutes

This instrument, Declaration of Covenants, Conditions & Restrictions for Sierra Vista Phases I and II, Redmond, Oregon, was acknowledged and signed before me on this 31 day of October, 2005 by ARLAND KEETON, IMA JEAN KEETON, ROBERT RIEMENSCHNEIDER AND LORENE RIEMENSCHNEIDER.



Notary Public for Oregon
My Commission expires: 3/2/2008

