

11454

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SOUTH HEIGHTS ADDITION
DESCHUTES COUNTY, OREGON

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 space insure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of South Heights.

The undersigned, being the sole owner 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. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in 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 or carport, 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 1300 square feet excluding the garage.
- Each home will be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.
3. Time of Construction: All buildings constructed must be completed within twelve months from the date construction is commenced, exclusive of inside finish work.
4. Landscaping Times: All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than 20% of the front yard to be in grass, the rest to be natural or with bark chips in a professional looking manner.
5. Set Backs: Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body.
6. Driveways: All driveways to be paved or concrete, and there shall be no excavation on any of the parcels for gravel or cinders.
7. Trees: All trees will be left standing, with the exception of those needing removal for the purpose of home construction.

8. Design Control: The developers of South Heights, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within South Heights not to construct or alter any improvement on their site until:

a. The Owners have submitted to the developers, two complete sets of plans and specifications therefore in form satisfactory to the developers, showing insofar as the appropriate (i) the size and dimensions of the improvement, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homestead, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, and (vii) the landscaping arrangements; and

b. Such plans and specifications have been approved in writing by the developers.

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 developer with the grading and drainage plan, the location of the structure on the homestead, the color scheme, the 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 of its reasonable judgment of the developers would render the proposed improvement inharmonious or out of keeping with South Heights' objectives or the improvements erected on other homesteads.

If within 20 days after their submission, the purchaser has not been notified in writing as to the acceptance or nonacceptance of the plans and specifications, then they shall be deemed to have been approved by the developer.

9. Covages: All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or health authority having jurisdiction.

10. Cleanliness: Each parcel 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 or visual pollution.

11. Screenings: All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring parcels.

12. Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and 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 South Heights.

13. Drilling or Mining: No oil drilling, oil development operation, oil refining, quarrying 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. Mobile Homes: Mobile homes of any kind are not permitted in South Heights for residential purpose.

15. Temporary Residence: No trailer, tent, shack 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.

16. Signs: No commercial sign may be displayed to the public view from any parcel except 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 five (5) square feet, other than that furnished by the subdividers or their agents. One non-commercial sign will be permitted for each building site. Text shall be limited to the owner's name and/or the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

17. Offensive Activity: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house other than building on South Heights shall not be considered an offensive activity.

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

19. Pets: No animals other than domestic pets shall be kept on any part of South Heights and domestic pets shall not be kept, bred, or maintained for commercial purpose.

20. Enforcement: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of South Heights 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 restrictions herein set forth, including a suit for injunction or for damages.

21. 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 1998, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the parcels it is agreeable to change said covenants in whole or part.

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

23. Binding: The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of South Heights and each of their legal representatives, heirs, successors, or assigns, and a failure, either 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.

24. Omission or Conflict: When these covenants do not cover a situation, the rules and regulations of the Deschutes County 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 developer shall govern in determining which rules are the strictest.

25. 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 South Heights. For this purpose the record owner of each parcel of the land described above shall be entitled to one vote.

Dated at Bend, Oregon, this 9 day of October, 1978.

R. A. Kent
R. A. KENT
JELD-WEN, INC.

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above named R. A. Kent and acknowledged the foregoing instrument to be his voluntary act.



Judith L. Sullivan
Notary Public for Oregon
My commission expires: 4-27-82

11454

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 16 day of Oct A.D. 19 78 at 8:00 o'clock A M., and recorded in Book 285 on Page 387 Records of Deschutes
ROSEMARY PATTERSON
County Clerk
By Mary Schmitt Deputy