

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

The undersigned, JELD-WEN, inc., an Oregon corporation, being the owner and developer of all the real property situated in SOUTH HEIGHTS ADDITION, according to the duly recorded plat thereof on file in the office of the Clerk of Deschutes County, Oregon, and more particularly described as follows:

Beginning at a point on the West line of the NW $\frac{1}{4}$ , Section 29, Township 15 S., R. 13 E.W.M., Deschutes County, Oregon, said point bearing S. 00°00'21" E. 600.00 feet from the Northwest corner of said Section 29; thence N. 89°39'25" E. 460.00 feet; thence S. 00°00'21" E. 300.00 feet; thence N. 89°39'25" E. 671.82 feet; thence N. 22°07'55" E. 223.08 feet; thence N. 8°54'55" E. 297.74 feet; thence N. 89°39'25" E. 42.99 feet to the centerline of Lateral "C" of the Central Oregon Irrigation District; thence Southwesterly and Northeasterly along the centerline of said Lateral "C" to its intersection with the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 29; thence S. 00°52'56" E. 1212.75 feet to a point on the Northerly right of way line of the Old Dalles-California Highway; thence Southwesterly along said Northerly right of way, on a curve to the right with a delta angle of 8°06'31", radius of 924.93 feet, the long chord of which bears S. 60°48'40" W. 130.79 feet; thence S. 64°51'56" W. 754.68 feet to the P.C. of a curve on said Northerly right of way; thence Southwesterly along said Northerly right of way on a curve to the right, with a delta angle of 1°51'23", radius of 3056.41 feet, the long chord of which bears S. 65°47'37" W. 99.02 feet; thence S. 66°43'19" W. 648.73 feet to the intersection of said Northerly right of way of the Old Dalles-California Highway, and (A line parallel with and 50.00 feet Westerly of the most Easterly right of way line of those Bonneville Power Administration easements lying within said Section 30); thence N. 27°15'10" W., along said Parallel Line, 704.83 feet to the intersection with the South line of the NE $\frac{1}{4}$ , Section 30, Township 15 S., R. 13 E.W.M., Deschutes County, Oregon; thence S. 89°39'51" E. along said South line of the NE $\frac{1}{4}$  of Section 30, 451.72 feet to the Southwest corner of the NW $\frac{1}{4}$  of Section 29, Township 15 S., R. 13 E.W.M., Deschutes County, Oregon; thence N. 00°00'21" W., along the West line of said NW $\frac{1}{4}$  of Section 29, 2032.98 feet to the point of beginning,

in order to insure that said South Heights Addition shall be developed and maintained exclusively for single-family residences with spacious yards and open spaces, to insure healthful, safe and pleasant living conditions within a quiet peaceful neighborhood and to protect the value, desirability and attractiveness of the individual homes, as well

as the entire neighborhood, does hereby adopt the following covenants and subjects all of the land within said South Heights Addition 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 1200 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. LANDSCAPE TIMING: All front yards shall be landscaped within six 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 developer of South Heights Addition, to insure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within South Heights Addition not to construct or alter any improvement on their site until:

- (a) Owners have submitted to the developer two complete sets of plans and specifications therefor in form satisfactory to developer, showing insofar as is 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 homesite, (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 developer.

Approval of said plans and specifications may be withheld, not only because of their non-compliance 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 homesite, 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 in the reasonable judgment of the developer such would render the proposed improvement inharmonious or out of keeping with the objectives of South Heights Addition or the improvements erected on other homesites.

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

9. SEWAGE: 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. SCREENING: All garbage, trash, cuttings, 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 Addition.

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 Addition 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 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 four inches in height.

17. 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 or other building on South Heights Addition 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 Addition. Domestic pets must be at all times restrained on their owners' property or under immediate control on a leash. No animals shall be kept, bred or maintained for any 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 Addition, and it is intended hereby that any such person shall have the right to prosecute such proceedings 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 the majority of the then owners of the parcels it is agreeable to change said covenants in whole or in part.

22. INVALIDATION: Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment 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 Addition and each of their legal representa-

tives, heirs, successors or assigns, and a failure, either by the owners 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 Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the developer 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 South Heights Addition. For this purpose the record owner of each parcel of land described above shall be entitled to one vote.

The foregoing covenants, conditions and restrictions supercede and replace any prior covenants, conditions and restrictions for South Heights Addition heretofore filed of record.

Dated this 5th day of October, 1979.

JELD-WEN, inc.

By L. V. Wetter

Vice-President

STATE OF OREGON }  
County of KLAMATH }

ss. October 5, 1979

Personally appeared L. V. WETTER, who, being first duly sworn, did say that he is the Vice-President of JELD-WEN, inc., an Oregon corporation, and that the foregoing Declaration of Covenants, Conditions and Restrictions was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be his voluntary act and deed.

Before me:

Herman F. Smith  
NOTARY PUBLIC FOR OREGON  
My commission expires 12/13/82

10105

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 5 day of Oct A.D. 1979

at 4:49 o'clock P. M. and record

in Book 308 on Page 901 Records

of Acres

ROSEMARY PATTERSON

County Clerk

By Noris J. Davis Deputy

H. F. Smith

540 Main St.

Klamath Falls OR 97601