

## SIERRA HEIGHTS SUBDIVISION, PHASE ONE, TRACT 1383

Developer: Sierra Developments LLC

State of Oregon, County of Klamath  
 Recorded 08/12/04 10:40 a m  
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 Linda Smith, County Clerk  
 Fee \$ 41.00 # of Pgs 5

CONDITIONS, COVENANTS, AND RESTRICTIONS  
 8/12/04

1. Statement by Developer: We believe the Sierra Heights Subdivision is one of the best areas available for home sites in Klamath Falls, Oregon. It is our vision that when complete, this neighborhood will be viewed as a clean, well planned and a wonderful place to call home.
2. Conditions, Covenants, Restrictions, and Architectural Review: To help achieve our vision, we have adopted the conditions, covenants and restrictions contained in this document, hereinafter referred to as the covenants, and we have established the Sierra Heights Architectural Review Committee, hereinafter referred to as the ARC. The function of the ARC is to facilitate reasonable access to view of all the property owners, review property owners designs for homes and landscaping to see that all improvements comply with the covenants and are complimentary to and cohesive with the improvements of their neighbors.
  - 2.a. Zone: The use of all lots shall be consistent with the Klamath County single family residential development code. Whenever a requirement of the single family code is in conflict with a requirement of the covenants, the more restrictive document shall govern.
  - 2.b. Plan Review Process: Prior to excavation, placement of fill material, application for building permit, or beginning any construction improvement or alteration upon their property, the property owner is to submit for review, and receive written approval of, plans for construction which will contain at least the following items:
    - A. A site or plot plan which shows proposed location of the home and accessory building, if any, and the dimensions from the closest points of the building (s) to each of the property lines. The plot will also show any proposed driveways, sidewalks, decks, or any other proposed improvements upon the land. Finish floor elevations of basement, first floor, second floor, and highest point of the roof will be written upon site plan, and referenced to the curb elevation at the street.
    - B. A landscaping plan may be submitted for approval at the same time as other plans, but is not required to be submitted for review until the property owner is within sixty days of planning to begin construction of landscape improvements.
    - C. Building elevations which illustrate what each face of the building(s) will look like. The building elevations will be referenced to existing and proposed elevations of the lot and, at a minimum, will illustrate location of windows, doors, fireplaces, roof overhangs, siding material, decks and deck materials, roof and roof material. In addition the ARC will require samples of roof types including roof color, and exterior home color including base, trim, and any accent colors proposed.
    - D. Applications for placement of fences or walls shall show the proposed location(s) on the lot, height, proposed materials to be used, and a scaled drawing elevation illustrating the proposed appearance of the improvement.

Completed applications for plan review are to be submitted to Sierra Developments LLC at P.O Box 5077, Klamath Falls, Oregon, 97601. The review process will consist of a preliminary and final review of the plans. Letters of approval, correction, or rejection of the preliminary and /or final plans will be provided by the architectural review and control committee to the applicant within 20 days of receipt of all required documents by the committee. The preliminary and final application for review can occur at the same time. However, the

applicant assumes all responsibility for cost and time delay for correction of, changes to, or rejection of the plans if the plans or a portion thereof are found not to comply with the intent of the covenants or the architectural review committee.

- 2.c. **ARC Members:** The architectural review committee consists of Michael L. Wilcher, Eddie L. Wilcher, Melanie L. Wilcher Norman. These three members hereinafter referred to as the "Developer", and represent the current principals of the Sierra Heights ARC. All the decisions of the ARC to be in writing, and require approval by a simple majority of its members. At their option, the principals of the developer may appoint other members to the committee. The maximum number serving on the committee shall not exceed six people. Any member wishing to resign from the committee may do so. A member of the committee may be removed from the committee by a majority vote of the committee. In the event all members of the committee are unable to perform their duties, new committee members (six maximum) may be established by a vote of the Sierra Heights Subdivision property owners. Each lot has one vote.
- 2.d. **ARC Design Criteria:** The ARC will be guided by intent of the "Statement by Developer" and these written covenants. It is recognized and agreed to by the developer, the ARC, and the property owners that decisions regarding design, quality, and reasonable access to view are subjective, and that decision of the ARC will be complied with by the developer, property owners, and the ARC. However, in the event a property owner or the developer disagrees with an ARC decision or a portion thereof, the decision may be amended by an affirmative vote of two thirds of the lot owners favoring amendment of the ARC decision. The party requesting amendment is responsible for all cost associated with amendment of such decision as well as obtaining the written votes of the lot owners. For the purpose of this vote, each lot has one vote.
- 2.e. **Variance from Covenants:** A property owner or the ARC may request a variance for compliance with a portion of the covenants. The ARC reserves the right to accept or reject modifications to the covenants on a case by case basis which, in the view of the ARC, does not harm the interest of the applicant nor any other property owner.

### **Restriction, Use, Maintenance**

- 3.a. **Dwelling Quality and Size:** No building, other than a single family dwelling for private use, may be constructed on any lot. No mobile home or trailer may be used as a residence. No more than one single family dwelling, not to exceed two stories in height, shall be constructed on any lot. Basements, daylight basements, split entry, and split levels, shall not be considered in determining the number of stories in the dwelling. No building structure shall be taller than 28 feet above the average elevation underneath the building footprint. Accessory buildings incidental to residential use shall be of the same or acceptable architecture as the main home. Minimum square footage per single family dwelling is 1700 square feet, excluding the garage and porches. All homes are to be constructed with a minimum of a two car garage which must be constructed at the same time as the home. Exterior colors shall be earth tones and non offensive, blending with surrounding home colors. These exterior homes colors shall be approved by the ARC prior to color application.
- 3.b. **Utility Connections:** No above ground utilities, pipes, or wires, shall be used to connect a telephone system, power system, or other improvement to a serving utility. Exposed antennas and reception disks are larger than 24" inches in diameter are prohibited. Placement of reception dishes are to be in as inconspicuous of location as possible. No irrigation or drain lines shall be exposed for more than 12" in length. The intent of this section is to eliminate exposure of utilities, pipes, wires, or anything of similar appearance to view. A small amount of exposure at the beginning or termination of a utility, pipe or wire is allowed.
- 3.c. **Temporary Structures and Site Cleanup:** No structure of a temporary character including but not limited to trailers, motor homes, tents, shacks, garages, barns or any other out buildings shall be used on any lot, utility easement, area between the curb and property line, nor any street within the subdivision at any time as a temporary or permanent residence, nor as a guest facility. However, a builder or his agents may park a construction trailer on the street in front of or onto the property, but only for the duration of the construction period. The Builder shall keep streets and sidewalks neat, clean, and safe for passage at all times, and shall promptly repair or replace to original condition any improvements damaged during construction for which he

may either be directly or indirectly responsible for the damage thereof. The Builder shall maintain an organized worksite and shall work to confine all his processes and materials to the lot upon which he is building upon. The Builder shall maintain his worksite reasonably free of refuse and debris, and shall promptly and completely remove and dispose of any debris or refuse originating from his worksite which finds its way to any other lots or streets in Sierra Heights or adjoining neighborhoods. In the event a Builder fails to comply with this section of the covenants, the ARC may hire and direct others as it deems necessary to complete the work of this section and shall hold the property owner responsible for the cost thereof. The property owner agrees to pay for such work as required by the ARC.

- 3.d. Fences and Walls: Generally, the use of fences or walls is discouraged, but may be installed if approved by the ARC. The application and approval process is described in section 2.b. of these covenants. Construction of fences or walls is not to be started until written approval of the ARC is obtained by the lot owner. Walls for purposes of retaining earth are not limited in height or location. No fence, wall, or hedge taller than forty two inches shall be permitted to extend from the minimum front setback line of the house to the property line of the street. All fences or walls greater than 42" in height must be placed 20 feet or more away from a property line which borders a street. Fences may occur next to a property line which separates one lot from another. No fences shall exceed six feet in height on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling. The provisions of this paragraph shall not apply to fences, if any, built on the exterior boundary of the subdivision. Such boundary fences, if any, shall be constructed of good materials and, shall be well maintained.
- 3.e. Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.
- 3.f. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. No animals are to be allowed to roam outside owner's premises without being controlled by owner or on a leash.
- 3.g. Maintenance of lot: Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as to not create a fire hazard or visual pollution. In addition to the requirements of these covenants, Klamath County has additional requirements regarding keeping lots free of noxious weeds in the growing season which must be complied with.
- 3.h. Replacement: If a home is partially damaged by fire or other hazard, the home is to be repaired to the approval of the ARC within eight months. If a home is totally destroyed by fire or other hazard, either the home is to be rebuilt to the satisfaction of the ARC within twelve months, or the lot is to be cleared of all building rubble and put into a clean and attractive condition.
- 3.i. Garbage and Refuse Disposal: No lot or home shall be used or maintained as a dumping ground for rubbish, trash, or garbage, and other waste shall not be kept onsite, 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 the subdivision, nor shall any lot or home be used for the storage of any property or thing that will cause such property to appear in an unclean or untidy condition, including but not limited to firewood which must be stored in an orderly manner and not be covered with colored coverings, or which will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will, or might, disturb the peace, comfort, or serenity of owners of surrounding property. All lots must be maintained at all times to control and prevent grass fires upon the property. All garbage containers, cutting, refuse, and other service facilities must be screened from view of neighboring lots except on the days refuse is picked up and disposed of by the local refuse disposal service.
- 3.j. Lighting: No offensive exterior lighting or noise making devices shall be installed or maintained on a lot or home.
- 3.k. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than four square feet to advertise the art, craft, or hobby of the owner, or one sign of not more than six square feet advertising the property for sale or rent. During construction of a dwelling, the Builder may display a



sign of not more than six square feet. Signs which are attached to builder, Subcontractor, or Supplier vehicles and trailers are exempt from this provision. Signs by the Developer for purposes of marketing the subdivision are exempt from this provision.

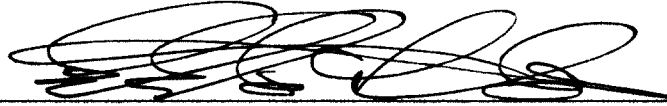
- 3.l. **Building Location:** No structure shall be located on any lot nearer than twenty feet to the street front property line or nearer than fifteen feet to an interior side lot line, nor twenty feet where abutting on the side lot line which abuts a street or highway. No structure shall be located nearer than twenty feet from a rear lot line. The ARC can approve minor adjustments to these setbacks according to section 2.e. of the covenants.
- 3.m. **Landscaping:** Prior to the beginning of the excavation, fill, or any other process associated with the landscaping of a lot, landscaping plans are to be submitted by the lot owner to the ARC. The process for application and design criteria is outlined in section 2.b. and 2.d. of the covenants. Front yards shall be fully landscaped within one year and rear yards shall be landscaped within two years after exterior of the main building is finished. The use of fast growing tall trees is discouraged. Trees must not exceed twenty five feet in height, and should be planted in locations to minimize the impact of neighboring views. Areas subject to erosion must be landscaped for purposes of erosion control not later than six months after substantial completion of the home. The topography of the subdivision may allow for selective placement of some trees, which may be allowed to exceed twenty five feet in height. However, approval by the ARC of placement of such trees and their locations shall be on a case by case basis and must comply with the intent of the Statement by Developer.
- 3.n. **Driveways:** All driveways shall be of asphalt, concrete, or other approved hard durable surface, Dirt or gravel driveways are not allowed.
- 3.o. **Surface Drainage:** Special attention shall be given to site surface drainage so that surface waters will not significantly adversely affect neighboring properties.
- 3.p. **Completion of Construction:** All dwellings shall be completed within one year from beginning of construction. Upon completion of the exterior of all buildings under construction, the owner may petition the ARC for permission to leave certain interior portions unfinished. The ARC is not obligated to allow an extension of time to complete construction or to allow portions of a structure to be left unfinished. It is the intent of the ARC that all homes be completed and receive a Klamath County occupancy Acceptance prior to being occupied.
- 3.q. **Parking:** Parking of recreational vehicles is not permitted on the street or space between the street and property lines, or space between front setback of home and street easement. The street shall not be used for parking vehicles except on a temporary basis. No parking or storage of motor homes, trailers, campers, boats, boat trailers, snowmobiles, or other off road vehicles shall be permitted unless they are garaged, screened, or concealed from the view of any neighbor.
- 3.r. **Easements:** No building, fences, walls, wood piles, debris, fill material or any other obstruction shall be constructed or placed within the slope of utility easement without prior written approval from Klamath County and/or the utility companies which occupy said easement.
- 3.s. **All Homes** are to be built by contractors registered with the State of Oregon.
- 4.a. **Enforcement:** These covenants may be enforced by the undersigned, any owners of any lot in the subdivision, or any member of the ARC. Should suit or action be instituted to enforce any of the foregoing conditions or restrictions, after written demand for discontinuance of a violation thereof, and any failure to do so, then whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violations, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney's fees in said suit or action.
- 4.b. **Amendment of Declaration:** The covenants, or any portion thereof, may be amended by an affirmative vote of two thirds (2/3) of the lot owners favoring amendment. Each lot shall have one vote.
- 5.a. In the event that any portion of this document should be found to be in conflict with any law or statute, the remaining portions of this document which do comply with law or statute shall remain in affect.

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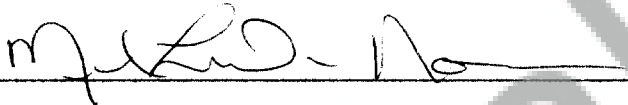
Principal: Michael L. Wilcher



Principal: Eddie L. Wilcher



Principal: Melanie L. Wilcher-Norman



As the buyer of lot \_\_\_\_\_, Sierra Heights Subdivision, Tract 1383. I understand that as of the date of this signing, I/We agree to the terms and conditions of the covenants contained herein, and agree to comply with the rules specified in these documents.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

After Recording: please forward copy to Sierra Developments LLC, P.O. Box 5077, Klamath Falls, Oregon 97601