

PLAN OF LA CASA MIA

A statement of plan of NORTHWEST RANCH BROKERS, a partnership, for the development of La Casa Mia Subdivision.

SECTION 1. OBJECTIVES

La Casa Mia Subdivision contains approximately 120 acres, located in Deschutes County, Oregon, and is owned by Northwest Ranch Brokers, hereinafter called "Developer."

Developer will develop La Casa Mia Subdivision as a carefully designed subdivision with its own restrictions set out in a separate declaration, and Developer will provide roads, streets, common areas, private recreational areas, water systems, and service areas, for use by all of the property owners and their guests.

Developer will assist in organizing and administering the La Casa Mia Subdivision during the development period and will convey to La Casa Mia Association title to all roads, streets, common areas, private recreational areas, water systems, and service areas, upon formation of said Association as set out hereinafter.

By adoption of La Casa Mia Subdivision plan, the Developer is not committing itself to take any action for which definite provision is not made herein. Anyone who requires property in a particular portion of the subdivision will have the advantage of any further development of the subdivision but shall not have any legal right to insist that there shall be any development except as provided in the instrument in which he acquired property and except as otherwise provided in this plan or amendments of this plan.

SECTION 2. LAND CLASSIFICATIONS AND USE WITHIN LA CASA MIA

A. Private Areas.

Restrictions governing the use of private areas within La Casa Mia shall be set forth hereinafter. By accepting a deed or

lease to a private area within La Casa Mia Subdivision, the grantee will be deemed to have covenanted that he will use and permit the use of the property only in accordance with, and that he will abide by and cause all those who come upon his premises to abide by, the restrictions, covenants and conditions contained herein.

(1) No residence shall be constructed of less than 1,000 square feet of living area, exclusive of garage, porches and outbuildings.

(2) No more than two dwellings shall be placed on any lot, nor any dwelling be constructed on a fraction of any lot smaller than 5,000 square feet.

(3) No structure of any kind shall be moved on to any lot excepting a small structure for use by builder as his construction shack during the construction period.

(4) All buildings which may be placed or constructed on any portion of La Casa Mia Subdivision, excepting the portions or whole thereof constructed of brick or stone, shall be painted or processed painted as to exterior within six months of the date said buildings are completed.

(5) No temporary dwellings shall be constructed.

(6) No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or a nuisance to the neighborhood.

(7) No sign of any kind shall be displayed to the public view on any lot excepting one sign of not more than five square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

(8) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of La Casa Mia Subdivision, 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.

(9) Any restriction herein may be changed or amended upon the filing of an amendment signed by two-thirds of all the people having ownership in La Casa Mia Subdivision.

**B. Common Areas.**

The Developer hereby grants a non-exclusive easement to each resident of La Casa Mia to use roads, streets, common areas, private recreational areas, water systems, and service areas for such purposes as may be permitted by the La Casa Mia Association Rules and Regulations.

**SECTION 3. TRANSFERS TO LA CASA MIA ASSOCIATION**

At such time as Developer deems it desirable, Developer will delegate and assign to La Casa Mia Association all of its powers and responsibility given to or imposed upon it by this plan, and will convey to La Casa Mia Association all of its right, title and interest in and to roads, streets, common areas, private recreation areas, water systems, and service areas.

**SECTION 4. LA CASA MIA ASSOCIATION**

The Developer will cause to be formed a non-profit organization known as "La Casa Mia Association," hereinafter referred to as "Association," which organization will be formed for the purpose of providing for operation, maintenance, repair, rebuilding, or rehabilitation of roads, streets, common areas, private recreational areas, water systems, and service areas of La Casa Mia Subdivision for the benefit of the members of the Association who have purchased lots from the Developer.

The Association shall consist of a Board of Directors of five persons initially selected by the Developer to serve until their successors are duly elected by the membership at its organizational meeting.

All owners of a parcel of property within the La Casa Mia Subdivision shall automatically become members of the Association and shall receive a certificate evidencing such membership. Any persons purchasing any parcel within said area under the agreement of sale or land sales contract shall be deemed the owner of said parcel for the purposes of such membership and joint owners of any lot shall be entitled to one membership.

A. Assessments for Roads, Streets, Common Areas, Private Recreational Areas, and Service Areas.

There shall be no dues to the membership of the Association and in lieu thereof, the Directors shall annually assess each lot in the Subdivision its appropriate share of its cost for construction, operation, maintenance, repair, rebuilding, or rehabilitation of roads, streets, common areas, private recreational areas, and service areas. The costs shall include the necessary amounts incurred by the directors for insurance, bond premium, equipment rentals, materials, and labor required in such construction, operation, and maintenance.

The owner of the Subdivision shall pay a like assessment for each lot remaining unsold in said subdivision, it being the intention hereof that all assessments shall be uniform as much as is practical.

The maximum amount that may be assessed by Directors on each lot in the Subdivision shall be \$15.00 per year.

The annual assessment maximum may be raised only upon an affirmative vote by two-thirds of the membership of the Association.

B. Assessment for Water System.

The Directors shall assess each lot in the Subdivision its appropriate share of all costs for construction of the water system.

The Directors shall thereafter monthly, quarterly, or annually assess each water user in the Subdivision its appropriate

share of its cost in operation, maintenance, repair, rebuilding, or rehabilitation of said water system. Such costs shall include, but shall not be limited to, such items as insurance, bond premium, equipment rentals, materials, labor and electricity in such operation and maintenance.

At such time as Deschutes County or any other political subdivision of the State of Oregon shall assume the responsibility for such operation and maintenance of roads and streets, then such roads and streets may be transferred to such political subdivision and there shall be no further assessments as to such streets and roads by the Association.

A copy of the Articles of Association for such organization will be mailed to any member of the Association upon request.

#### SECTION 5. INVALIDATION

Invalidation of any of the foregoing sections or any portions thereof by court order, judgment or decree, shall in no way affect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.

IN WITNESS WHEREOF, Northwest Ranch Brokers has caused this declaration, setting forth the plan of La Casa Mia Subdivision, to be executed this 8<sup>th</sup> day of June, 1972.

NORTHWEST RANCH BROKERS

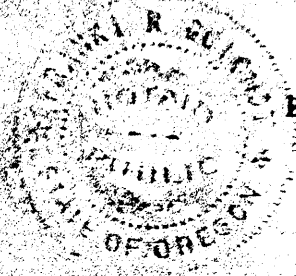
By Dan H. Heierman

By William R. Mayfield

STATE OF OREGON       )  
                              : ss.  
County of Deschutes   )

On this 8<sup>th</sup> day of June, 1972, personally appeared Dan H. Heierman and William R. Mayfield, who, being first duly

sworn, depose and say that they are the owners of Northwest Ranch Brokers and that said instrument was signed and sealed on behalf of said Northwest Ranch Brokers and they acknowledged said instrument to be their voluntary act and deed.



Before me:

Frank R. Smith  
Notary Public for Oregon  
My Commission expires 7/25/75

1107

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 9 day of June A.D. 1975 at 9:37 o'clock A. M. and recorded in Book 185 on Page 487 Record.

INDEXED

Deed  
ROSEMARY PATTERSON

County Clerk

By Susan R. Patterson Deputy