

PLAN OF VANDEVERT ACRES SOUTH

(A Statement of the plan of VANDEVERT ACRES SOUTH for the development of portions of Vandever Acres South, containing among other things provisions which will subject portions thereof to certain easements, restrictions, assessments and liens.)

Section 1. OBJECTIVES

Vandever Acres South Subdivision contains approximately 55 acres, located in Deschutes County, Oregon, and is owned by ARTHUR C. GRIMM and NORMA JEAN GRIMM, husband and wife, described as follows:

The South 519.6 feet of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and all of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) in Section Twenty (20) TOWNSHIP TWENTY (20) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

Developer will develop Vandever Acres South as a carefully designed subdivision with its own restrictions set out in this declaration, and Developer will provide roads, streets and common areas, for use by all of the property owners and their guests.

Developer will assist in organizing and administering the Vandever Acres South Subdivision during the development period and will convey to Vandever Acres South Association title to all roads, streets and common areas, upon formation of said Association as set out hereinafter.

By adoption of Vandeverst Acres South Subdivision plan, the Developer is not committing itself to take any action for which definite provision is not made herein. Anyone who acquires 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 to this plan.

Section 2. LAND CLASSIFICATIONS AND USE WITHIN VANDEVERT ACRES SOUTH

A. Private Areas.

"Private area" shall mean any area designated as a Lot in the recorded subdivision plat of Vandeverst Acres South. Restrictions governing the use of private areas with Vandeverst Acres South shall be set forth hereinafter. By accepting a deed or lease to a private area within Vandeverst Acres South Subdivision, the grantee or lessee 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 one dwelling shall be placed on any lot.

(3) No lot shall be used except for residential purposes. A private stable or barn may be constructed to maintain horses or cattle for personal use.

(4) No buildings shall be erected on any lot, any portion of which shall be nearer than five (5) feet to any lot line, excepting that in blocks which consist of more than one lot, no building shall be erected nearer than twenty (20) feet to any interior lot line which separates one lot from another. Eaves, steps and porches shall be considered a part of a building.

(5) No structure of a temporary nature, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or placed onto any of said lots; except that a small structure for use by a builder as his construction shack shall be permitted during the period of construction only.

(6) All buildings shall be completed and the exterior of the buildings finished within one year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and finished. Penetrating natural stain shall be used wherever possible on exteriors, except that trimming may be painted.

(7) No building, either residence or barn, shall be so constructed upon said land that any part of the roof thereof shall extend vertically more than 25 feet from the ground level of the land as it presently exists, and the contour lines established as of the date hereof shall be the final test of elevation as contemplated herein. No tree or shrub of any kind except those existing on the land at the date hereof shall be permitted to extend, nor shall any windbreak, hedge, or fence be planted, constructed or allowed to grow upon any part of the premises, vertically to a height which interferes with the view of any existing residence on said property.

(8) No swine or goats shall be kept or maintained on the premises. Dogs, cats, poultry and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

(9) No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling public health authorities.

(10) No individual water-supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling public health authorities. Approval of such system as installed shall be obtained from such authorities.

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(12) No hunting or target practice shall be permitted.

(13) 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 an annoyance or a nuisance to the neighborhood.

(14) No sign of any kind shall be displayed to the public view on any lot excepting one sign of not more than four (4) 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.

(15) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of Vandevent Acres South Subdivision, 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.

(16) 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 Vandevent Acres South Subdivision.

B. Common Areas.

The Developer hereby grants a non-exclusive easement to each resident of Vandeververt Acres South to use roads, streets, and common areas for such purposes as may be permitted by the Vandeververt Acres South Association Rules and Regulations.

Section 4. TRANSFERS TO VANDEVERT ACRES SOUTH ASSOCIATION

At such time as Developer deems it desirable, Developer will delegate and assign to Vandeververt Acres South Association all of its powers and responsibility given to or imposed upon it by this Plan, and will convey to Vandeververt Acres South Association all of its right, title and interest in and to roads, streets and common areas.

Section 5. VANDEVERT ACRES SOUTH ASSOCIATION

The Developer will cause to be formed a non-profit organization known as "Vandeververt Acres South 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, and common areas of Vandeververt Acres South 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 three 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 Vandevent Acres South 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 parcel shall be entitled to membership.

A. Assessments for Roads, Streets, and Common Areas.

There shall be no dues for membership in 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 and common 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 amount that may be assessed by Directors on each parcel in the Subdivision shall be \$60.00 per year, excepting that such amount shall be increased by 5%. For each 5% increase occurring after January 1, 1978, over the level on January 1, 1978, of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Items, United State City Average, or the successor of such index.

B. Default in Payment of Maintenance Assessment.

Each Maintenance Assessment, imposed pursuant to the Plan of VANDEVERT ACRES SOUTH, together with interest thereon at the maximum amount provided by law, shall be a separate, distinct and personal debt and obligation of the unit owner or resident of Vandeververt Acres South against whom the maintenance assessment is levied or imposed or from whom the amount is due. If a unit owner fails to pay any such assessment or any installment thereof when due, the unit owner shall be in default and the amount of the fine, assessment or charge not paid, together with interest, costs and attorney's fees as elsewhere provided for herein shall become a lien upon the unit or units owned by the person from whom the assessment is due upon the filing by the VANDEVERT ACRES SOUTH Association in the records of mortgages of Deschutes County, Oregon, of a notice of lien setting forth the amount due and a description of the units against which the lien is imposed. Such lien shall not take effect until notice thereof has been so filed. Thus, such lien shall be subordinated to the lien of any mortgage upon any unit which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Association may commence proceedings to foreclose any such lien at any time within three years following the date of such filing.

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

A copy of the Articles of Incorporation and by-laws for such organization will be mailed to any member of the Association upon request.

Section 6. EXPENSES AND ATTORNEY'S FEES

In the event that the VANDEVER ACRES SOUTH Association shall bring any suit or action to enforce any provision contained in the Plan of Vandever Acres South, to collect any money due to it thereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Association all costs and expenses which the Association shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fee incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

Section 7. 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, the undersigned have caused this declaration, setting forth the Plan of Vandevent Acres South Subdivision, to be executed this 8th day of September, 1978.

Arthur C. Grimm
ARTHUR C. GRIMM

Norma Jean Grimm
NORMA JEAN GRIMM

STATE OF OREGON)
) ss:
County of Deschutes)

On this 8th day of September, 1978, personally appeared ARTHUR C. GRIMM and NORMA JEAN GRIMM, husband and wife, who being first duly sworn, depose and say that they are the owners of Vandevent Acres South and that said instrument was signed and sealed and they acknowledge said instrument to be their voluntary act and deed. Before me.

Donald W. Patterson
Notary Public for Oregon
My Commission Expires 12-23-78
My Commission Expires

8:00

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 18 day of Sept A.D. 1978 at 4:21 o'clock P. M., and recorded in Book 283 on Page 417 Records of Deschutes
ROSEMARY PATTERSON
County Clerk
By Daniel L. Bullock Deputy