

RESERVATIONS AND RESTRICTIVE COVENANTS

VINCENT GISLER and DAN H. HEIERMAN, hereinafter referred to as developers, make the following declaration:

To the Public:

Declaration of restrictions upon the real property situated in Deschutes County, Oregon, more particularly described in Exhibit "A" which is attached hereto and by this reference, made a part hereof.

It is the intent and purpose of these reservations and restrictive covenants to protect the rights and investments of all property owners within this development so they can be assured enjoyment from the use and habitation thereof, at the same time preserving the natural beauty and environment.

1) Restrictions

a) No residence shall be constructed on any acreage or portion thereof, which contains less than one thousand (1000) square feet of living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than Seventeen Thousand Five Hundred (17,500.00) dollars, including attached garages and porches. Mobile homes shall be an exception as noted in paragraph (g) below.

b) No building shall be constructed on any acreage or any portion thereof which shall be nearer than Fifty (50) feet from front property line and Twenty Five (25) feet from any interior lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as a part of the building.

c) No basements, shack, garage, or other out building constructed or placed upon any portion of said acreage shall at any time be used as a temporary residence or permanent residence -- except a small trailer house may be used as a temporary residence while a permanent residence is being constructed -- but such temporary residence shall be limited to a period not to exceed six (6) months.

d) All residence, dwellings, and other outbuildings erected shall be placed on a solid continuous concrete or Masonry foundation.

e) All buildings which may be placed or constructed on any acreage or portion thereof, must be painted or process painted within six (6) months from the date that said buildings are completed. Stone, brick and masonry buildings or portions of buildings are excepted.

f) All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction. All sewer and water lines shall be covered to blend with the natural terrain.

g) No mobile home, smaller than fourteen (14) feet in width, to be used as a permanent residence will be allowed on any acreage or portion thereof. All mobile homes shall be models with contemporary siding and in good condition. All mobile homes and outbuildings used in connection with such mobile homes shall be constructed and shall be kept painted to remain aesthetically compatible with homes in the area. All mobile homes placed upon the property shall have a foundation or skirt of masonry or matching metal. No more than one mobile home unit or house may be located on each lot. No parcel may be divided.

h) No obnoxious or offensive trade or activity shall be carried on upon any acreage or portion thereof, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood. No swine or chickens will be allowed.

i) No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage, wrecked vehicles, or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

j) A private barn and or stable may be maintained for limited livestock production provided that such production is not a commercial or feed lot enterprise.

4) Commercial Use

No commercial use or trade shall be carried on upon any parcel without the written consent of the Property Owner's Association.

No trucks with capacity in excess of three-fourths (3/4) ton and no commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area.

5) Filling and Removing

No parcel shall be altered or changed in terrain without the prior written consent from the Property Owner's Association. The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding plats. No rock, gravel or clay shall be excavated or removed from any property for commercial uses.

6) Nuisances

For the purpose of these restrictions, the term nuisance shall be defined as any activity or condition violating the provisions of these restrictions. In the event that any owner of any property in the subdivision shall fail or refuse to keep his premises free from nuisances, then the developer or the Property Owner's Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Property owner's Association and against such parcel for the full amount chargeable to such parcel and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

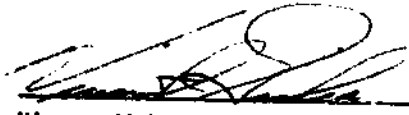
7) Effective Restrictions

The above restrictions and covenants are to run with the land and shall be binding upon all parties and persons owning property within the aforescribed property and their future grantees, assigns, heirs and successors. They shall remain in effect for a period of twenty (20) yrs. unless changed or amended by the committee. Other than granting a variance which shall be left up to the committee, a change in restrictions or covenants can only be effected upon a petition signed by two-thirds (2/3) of the majority of the record owners of the property agreeing to the change.

8) Remedies for Violations

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If any of the above restrictions or covenants shall be violated it shall be lawful for any other person owning real property situated within said development to prosecute any proceeding against the person violating the restrictions to either permit him from so doing or to recover damages for such violation or both. Any other remedy granted by these restrictions and covenants shall be in addition to the afore-said remedy. The failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any or more of the covenants or restrictions by any court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.


Vincent Gisler


Dan H. Heierman

SUBSCRIBED AND SWORN To before me this 11th day of April, 19 77




Notary Public for Oregon
My Commission Expires 6-23-79

EXHIBIT "A"

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SEE MAP Section 23

Township 16 South Range 12 East West Meridian containing 40
acres.

23796

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was received for Record
the 5 day of May A.D. 1977
at 11 o'clock A. M. and recorded
in Book 249 on Page 199 Records

[Signature]
ROSEMARY PATTERSON
County Clerk

By [Signature] Deputy

23797

BY LAWS OF ASSOCIATION

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OF

WHISPERING PINES FOURTH ADDITION PROPERTY OWNERS ASSOCIATION

ARTICLE 1

NAME AND PURPOSE

SECTION 1

This Association shall be called: Whispering Pines Fourth Addition Property Owner's Association.

SECTION 2

The purposes and objects of this Association shall be to provide for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways of Whispering Pines Fourth Addition Development, Deschutes County, Oregon, for the benefit of members of the Association who have purchased parcels therein.

ARTICLE 12

SECTION 1

All owners of a parcel of property within the above described development shall automatically become members of this Association, and shall receive a certificate evidencing membership. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes hereunder. Joint owners of any parcel shall be entitled to one membership.

ARTICLE 111

FEES AND DUES

SECTION 1

Initial dues shall be the sum of \$5.00 per month. Additional fees or dues may be assessed with the concurrence of membership.

ARTICLE IV

MEMBERSHIP MEETINGS

SECTION 1 - Annual Meetings

The annual membership meeting shall be held in August of each year.

SECTION 2 - Special Meetings

Special membership meetings shall be called by the Secretary upon resolution of the Board, or upon petition of five (5%) percent of the voting members. The petition shall state the purpose of the special meeting and may fix a period of two weeks during which the meeting may be held; provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

SECTION 3 - Quorum

At any regular or special meeting a quorum shall consist of forty (40%) percent of the membership, except that any membership meeting at which a quorum is not present may be adjourned for from seven to fourteen days, and give notice to all voting members of the adjourned meeting. At the reconvened meeting, a quorum will consist of five (5%) percent of the membership.

SECTION 4 - Powers of Meetings

At a membership meeting, declarative resolutions may be adopted, and instructions may be issued to the Board provided they do not abridge powers specially granted to the Board by these Articles. At a special membership meeting no business may be transacted other than that stated as the purpose of the meeting, without the unanimous consent of the members present.

SECTION 5 - Voting Rights

Each member shall be entitled to one vote only, cast in person or by mail, and there may be voting by proxy.

ARTICLE V**SECTION 1 - Directors**

The management of the Association shall be vested in a Board of directors of five persons, four of which shall be elected by the membership. The fifth member shall be designated by developer until seventy-five (75%) percent of the Development is sold. After seventy five (75%) percent of the Development is sold, all Directors shall be elected by the membership and shall serve for a period of one year and until their successors are duly elected and qualified. The initial Board of Directors shall be appointed by Developer. Directors shall hold office until their successors have undertaken their duties.

SECTION 2 - Vacancies

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Any director of this Association, who having been duly notified, fails to attend four regular consecutive board meetings without excuse satisfactory to the Board, shall thereby forfeit his membership thereon, and the position shall thereupon be deemed vacant.

SECTION 3 - Duties of Directors

The Directors shall administer all business carried on by the Association under the direction and control of any special or regular meeting of the members. They shall arrange an impartial audit by a public accountant of the books of the Association at least once a year, and shall issue a financial statement to the membership. They shall also issue annually to the membership a full report of its work during the year and of the progress and condition of the Association.

The Board may create advisory committees composed of individuals interested in one or more phase of the work of the Association.

The directors shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money to maintain the roads and other facilities owned and/or operated by the Association and/or its membership for the benefit of all members; to provide informational services for members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

SECTION 4 - Officers

The officers shall be: President, Vice-President, Secretary, Treasurer, and such others as the board may deem necessary. The President, Vice-President, and Secretary shall be appointed by the board of directors from their number at the first regular board meeting following the annual election. All officers shall hold office at the discretion of the board.

If the Treasurer is not a member of the board, he may have a voice, but no vote, at the board meetings.

SECTION 5 - Duties of Officers

The officers shall perform the duties usually appertaining to such officers and such other duties as may be delegated to them by these Articles of Association or by the board.

SECTION 6 - Bonds

All officers and employees of the Association handling funds of the Association shall be bonded.

ARTICLE VI

MAIL VOTE

SECTION 1

Whenever in the judgment of the board of directors any question shall arise which it considers should be put to a vote of the membership, and when it deems it inexpedient to call a special meeting for that purpose, it may submit the matter to the membership in writing by mail for vote and decision, and the question thus presented shall be determined according to a majority of the votes received by mail within two weeks after such submission to the membership, provided that in each case, votes of at least 25% of the members shall be received. Action taken in this manner shall be as effective as action taken at a duly called meeting.

ARTICLE VII

LIABILITIES

SECTION 1

Nothing herein shall constitute members of the Association as partners for any purpose. No member, officer, agent or employee shall be liable for the acts or failure to act of any other member, officer, agent or employee of the Association. Nor shall any member, officer, agent or employee be liable for his acts or failure to act under these Articles, except only acts or omissions arising out of his willful misfeasance.

ARTICLE VIII

SECTION 1

These Articles of Association may be amended, repealed or altered in the whole or in part by a majority at any duly organized meeting of the Association.

ARTICLE IX

ROADS

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SECTION 1 - Roads

The property Owners Association shall be responsible for the maintenance of all roads in the development.

IN WITNESS WHEREOF The undersigned have subscribed their names to the ARTICLES OF ASSOCIATION on the 11th day of APRIL, 1977


Vincent Gisler


Dan H. Heferman

SUBSCRIBED AND SWORN To before me this 11th day of April 1977




Notary Public for Oregon
My Commission Expires 6-17-79

23797

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 5 day of May, A.D. 1977 at 11:47 o'clock A. M. and recorded in Book 242 on Page 804 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By  Deputy

COMES NOW VINCENT GISLER and DAN H. HEIERMAN, DBA G & H INDUSTRIES
developer of WHISPERING PINES FOURTH ADDITION SUB-DIVISION in Deschutes
County, and adopts the following rules and regulations for the operation
of water well and distribution system on the following described property:

Lot 1 Block 1	Lot 1 Block 2
Lot 2 Block 1	Lot 2 Block 2
Lot 3 Block 1	Lot 3 Block 2
Lot 4 Block 1	Lot 4 Block 2
Lot 5 Block 1	Lot 5 Block 2
Lot 6 Block 1	Lot 6 Block 2
Lot 7 Block 1	Lot 7 Block 2
Lot 8 Block 1	Lot 8 Block 2

as shown on the official plat map of Whispering Pines Fourth Addition on
file in the office of the Deschutes County Clerk's office.

1. The purchaser or owner of each lot above described shall be
subject to the rules and regulations governing the operation and maintenance
of the water well and distribution system serving the lots above described.

2. The purchaser or owner of each lot above described shall be
entitled to an undivided one-sixteenth (1/16) ownership interest in the well
located on Lot 4 Block 1.

3. The purchaser or owner of each lot above described shall be
entitled to an undivided one-sixteenth (1/16) ownership interest in pump,
pumping equipment, pumphouse, and distribution line.

4. The purchaser or owner of each lot above described is hereby
granted an easement of a radius of 100 feet around the current water well
location in the SE corner of Lot 4 Block 1, for the purpose of ingress and
egress for maintenance and operation of the water well, pump, pumping
equipment, pumphouse, and distribution system.

5. The purchaser or owner of each lot above described shall share
equally in the cost of operation and maintenance of the well, pump, pumping
equipment, pumphouse and distribution line.

6. The purchaser or owner of each lot above described shall be
responsible and maintain at their own expense the individual pipeline from
the distribution system line to their place of residence or place of use

7. In the event of any repair, maintenance or replacement of well,
pump, or pumping equipment, distribution lines which are to be shared by the
purchaser or owner of the lots served, an accounting of such expenses together

with the amount owed by each of the purchasers or owners shall be presented to each of said purchasers or owners at such time as payment is required. Payment thereafter is to be within ten days unless otherwise agreed between the parties. That the purchaser or owners of each lot above described shall determine among themselves the monthly or annual assessment of each lot for the maintenance and operation of the well, pump, pumping equipment, and distribution line and each purchaser or property owner shall promptly pay when due such amount to such person as may be designated by the majority.

8. The purchasers or owners of each lot shall use the water from the foregoing system for domestic use and a modest area for lawn and garden irrigation, the maximum area to be watered to be determined by majority vote of all users from said well.

9. The water system under these rules and regulations is being developed for the 16 lots specifically designed herein and there shall be no other user of water from the well except upon unanimous approval of all water users being served from said well.

10. The purchaser or owner of each lot above described shall be required to pay his proportionate share of any personal property taxes or real property taxes that may be assessed on the well, pump, pumping equipment, pumphouse, and distribution line by any taxing authority. Such taxes shall be shared equally between the purchaser or owner of the aforesaid lots and each proportionate share shall be paid at such time and to such persons as may be designated by the majority of the users from said well.

11. This agreement shall remain in effect until such time as the lots or any individual lot herein may be provided with domestic water through individual wells or other sources approved by the State of Oregon, Department of Veterans Affairs. The purchaser or owner of such lot or lots may request termination of his interest in this agreement, which termination shall not unreasonably be withheld by other co-owners of the well. At time of such withdrawal and termination of such ownership right, the ownership in the well shall be re-allocated equally among the receiving owners in the well.

12. The purchaser or owners of each lot above described shall hold such meetings as are necessary for the efficient operation of the water system. Notice of such meetings shall be not less than 48 hours nor more than ten days and in the event of an emergency notice shall be not less than three

hours. A quorum at any meeting shall consist of a majority of the membership and each lot shall be entitled to one vote only cast in person.

13. The purchasers or owners of each lot above described shall elect a chairman, vice-chairman, secretary-treasurer, and such others as the members may deem necessary, for the purpose of conducting meetings and transacting the business of the users of the water system.

14. These rules and regulations may be amended, repealed, or altered in the whole or part by any majority vote in any duly organized meeting of the purchaser or owner of each lot above described.

15. The terms and conditions of these rules and regulations shall be binding on the heirs, successors and assigns of the purchasers or owners of each lot above described and shall constitute a covenant running with the land and a burden on the land of each party as above described.

Passed and adopted by the authority of the Board of Directors this 7th day of April, 1977.

G & H INDUSTRIES

BY: 

Vincent Gisler

BY: 

Dan H. Heferman

STATE OF OREGON) ss
County of Deschutes)

BE IT REMEMBERED, That on this 7th day of April, 1977, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named Vincent Gisler and Dan H. Heferman, DBA, G & H INDUSTRIES, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

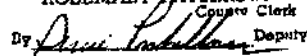
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

27709


NOTARY PUBLIC FOR OREGON
My Commission Expires 6-23-79

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 5 day of May, A.D. 1977 at 11:49 o'clock A.M. and recorded in Book 249 on Page 109 Records

ROSEMARY PATTERSON
County Clerk
By  Deputy