

REVISION OF RULES & REGULATIONS
OF WATER WELL ON WHISPERING
PINES, FOURTH ADDITION

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AS RECORDED BY County of Deschutes, State of Oregon, Volume 249,
pages 809, 810 and 811 and the By-Laws adopted by the sixteen
property owners, June 25, 1978.

1. The name of this incorporated water district shall be
Whispering Pine, Fourth Addition, Water Association, Inc.

2. The following rules and regulations are for the development
and operation of water well and distribution system for the follow-
ing properties:

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.

3. 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.

4. All persons served by this water system are members of
the corporation. The operation of the corporation shall be
cooperative in character and conducted without profit in money.

5. 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 5 Block 1.

6. 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 lines.

7. 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 located in the NE corner of Lot 5, Block 1, for the purpose of
ingress and egress for maintenance and operation of the water well,
pump, pumping equipment, pumphouse, and distribution system.

8. 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 lines.

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

10. The purchaser or owner of each lot described above shall
determine among themselves, the monthly assessment of each lot for
the maintenance and operation of the well, pump, pumping equipment
and distribution lines and each purchaser or property owner shall

promptly pay, when due, such amount to such persons as may be designated by the majority. In the event of any major repair, maintenance or replacement of well, pump, pumping equipment, or distribution lines, costs are to be shared equally by the purchaser or owner of above described lots. An accounting of such expenses together with the amount owed by each of the purchasers or owners of each lot above described shall be presented to each owner at such time as payment is required. Payment thereafter is to be within ten days unless otherwise agreed between the parties.

11. The purchaser or owners of each lot shall use the water from the foregoing system for domestic use and modest area for lawn and garden irrigation, the maximum area to be watered to be determined by the majority vote of the members of the corporation.

12. The water system has been developed for the 16 lots specifically listed herein and there shall be no other user of water from the well except by unanimous approval of all the water users being served from said well.

13. Only those purchasers or owners of the lots described herein, who have issued a quitclaim deed to Whispering Pine, Fourth Addition, Water Association, Inc., shall be included in the tax-exempt status of the Corporation. All others 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 lines by any taxing authority and each proportionate share shall be paid to such persons as may be designated by the majority of the users from said well as soon as the tax statement is received.

14. 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 and/or Department of Veteran's Affairs. The purchaser or owner of such lot or lots may request termination of his interest in this agreement, which termination shall no unreasonably be withheld by other co-owners of the well. At time of such withdrawal and termination of such ownership rights, the ownership in the well shall be re-allocated equally among the receiving owners in the well.

15. The purchaser or owner of each lot described shall hold such meetings as are necessary for the efficient operation of the water system. A majority of the members may demand a membership meeting at any time. All members shall be given at least a seven (7) day notice of any meeting of the corporation and in the event of an emergency, notice shall be not less than three hours. A majority of the members shall constitute a quorum at any meeting. Any meeting at which a quorum is not present or represented may be adjourned for 7-14 days and notice given to all voting members of the adjourned meeting and at the reconvened meeting, a quorum shall consist of 15% of the membership. Each property owner shall be entitled to one vote per lot at meetings. If property is co-owned, there shall be one vote only for that property.

16. The purchaser or owner of each lot 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 at an annual meeting each July and they shall serve for the ensuing year.

17. 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 purchasers or owners of each lot described herein.

18. If charges for the water are not paid within 30 days of a notice of deficiency, it may subject the user to disconnection of water supply. Unpaid assessments constitute a lien and they may be foreclosed as any other construction lien or in accordance with ORS Chapter 88.

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

20. The water association fund shall be the responsibility of the officers and shall be deposited in an Oregon bank.

21. The Secretary-Treasurer shall keep the records of the Whispering Pine, Fourth Addition, Water Association, Inc., and report to the members at all stated meetings.

Passed and adopted by majority of members at meeting dated

September 12, 1983

Don Swayze, Chairman	382-9246
Jim Cumins, Vice-chairman	382-8155
D. Schroeder, Sec-Treas	389-8456
M. D. James	389-2250
John Sullivan	
Paul Bigby	
P.A. Rosen	382-9433
Raymond Tisdale	382-8850
William Hurst	389-1199
Wes Whiting	998-1770
Robert O'Brien	382-7417
C. Hudson	389-4202
Jennie Marchbanks	383-3540
Norman Church	
Roger Bell	389-1721

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENNOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1983 SEP 20 PM 12:20

MARY SUE PENNOLLOW
COUNTY CLERK

BY: [Signature] DEPUTY

NO. 63-15889 FEE 13 -

DESCHUTES COUNTY OFFICIAL RECORDS



Irene D. Schroeder 9/20/83
Irene D. Schroeder, Secretary-treasurer

State of Oregon
County of Deschutes

The foregoing instrument was acknowledged before me this 20th day of
September, 1983 by Irene D. Schroeder.

Carla J. Allen My Comm. Expires 12/31/84

83-15890

QUITCLAIM DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

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Norman L. Church

releases and quitclaims to Whispering Pine, 4th Addition, Water Association, Inc.

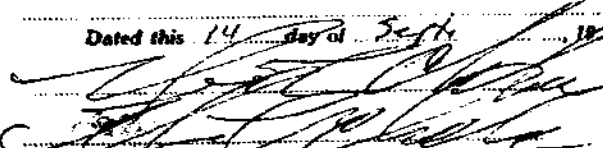
Grantee, all right, title and interest in and to the following described real property situated in Deschutes County, Oregon, to-wit:

All utilities which comprise Whispering Pine, 4th Addition, Water Association, Inc. i.e. well, reservoir, pumps, pump house, all water lines and shut offs. The above being the 1/16th belonging to Block 2, Lot 6.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

The true consideration for this conveyance is \$ 1.00 (Here comply with the requirements of ORS 93.030)

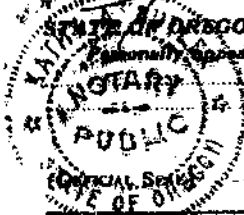
Dated this 14 day of Sept, 1983



STATE OF OREGON, County of Deschutes,) ss.
personally appeared the above named Norman L. Church 10-14, 1983

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Kathy A. Butler
Notary Public for Oregon—My commission expires: 11-2-86

QUITCLAIM DEED

GRANTOR
GRANTEEGRANTEE'S ADDRESS, ZIP
Also recording return to:

Norman L. Church
65432 73rd St
Bend, Or 97701

NAME, ADDRESS, ZIP

If a change is requested, all tax statements shall be sent to the following address:

65432 73rd St
Bend, OR 97701

NAME, ADDRESS, ZIP

STATE OF OREGON

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)
I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1983 SEP 20 PM 12:21

MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY

BY: 

NO 83-15890 REC 5-

DESCHUTES COUNTY OFFICIAL RECORDS