

BUILDING AND USE RESTRICTIONS

WHISPERING PINES ESTATES
DESCHUTES COUNTY, OREGON
FIRST AND SECOND ADDITION

Known to all men by these presents: That the undersigned Whispering Pines Estates is the owner of Whispering Pines Estates located in sections 14, 15, 16, 21, 22, 23, 26, 27 and 28, T 16 S, R 12 E, Willamette Meridian, Deschutes County, Oregon, and the following Building and Use Restrictions shall apply to all blocks in this subdivision and shall be subject to the following covenants, conditions and restrictions unless changed by a vote of a simple majority of lot owners:

- (1) The floor area of residences shall be of not less than 500 sq.ft., exclusive of porches and garages
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, consisting of concrete, brick, pumice block or stone masonry. Pitch of the roof and size and spacing of rafters and ceiling joints must be adequate to withstand heavy snow packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone and masonry or comparable fire-resistant materials.
- (3) All buildings and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Deschutes, as to fire protection, building construction, sanitation and Public Health and any Deschutes County Health and Sanitation requirements supplemental thereto.
- (5) No campers or tents shall be allowed for permanent residence. However, this does not prohibit campers, tents, cabins, trailers or similar uses which are intended for temporary or seasonal recreational purposes.
- (6) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by governing agencies, namely the Oregon State Board of Health, Deschutes County Sanitation and Water Master.
 - a. Under no conditions will exterior latrines be allowed.
 - b. All wells shall be completed with unperforated well casing that extends to a depth of not less than 13 feet below the land surface.
- (7) Garbage Disposal
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no conditions will dumping of any refuse in any streams or on the adjoining Federal Lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.

- (8) No structure of a temporary character, basement, shack, garage, barn or out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. This is not intended to prohibit temporary structures or structures used for seasonal recreational purposes.
- (9) A time limit is hereby imposed on the length required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of same.
- (10) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (11) The owner has caused to be formed a non-profit organization known as the Whispering Pines Estates Owners Association (herein after referred to as "Association") which organization has been formed for the purpose of providing for the operation, maintenance, repair, re-building or rehabilitation of roads, streets and public ways of Whispering Pines Estates, Deschutes County, Oregon, for the benefit of members of the Association who have purchased lots from the owners. The Association has a Board of Directors of five persons initially selected by the owner to serve until July 1969, or until their successors are duly elected by the membership at its organizational meeting.
- (12) All owners of a parcel of property within the above described premises shall automatically become members of the Association and shall receive a certificate evidencing such 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 of such membership, and joint owners of any lot shall be entitled to one membership.
- (13) 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 the costs for maintenance of said roads, streets, and public ways. The cost of said operation and maintenance shall include the necessary amounts incurred by the Directors for insurance, bond premiums, equipment rental, materials and labor required in such 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 it is practicable. 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, there shall be no further assessments.
- (14) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (15) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision. 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 restrictions herein set forth.
- (16) Invalidation of any of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in

no way effect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.

- (17) The foregoing covenants, restrictions or conditions are to be in effect until January 1, 1973 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the expiration date thereof to change them.
- (18) Nothing herein shall be interpreted to prevent lot owner from using his lot for seasonal-recreational use.

Dated this 15th day of April, 1968

WHISPERING PINES ESTATES

by Sydney Gross

State of Oregon)
County of Deschutes) s.s.

BE IT REMEMBERED, That on this 15th day of April, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Sydney Gross, known to me to be the identical individual--described in and who executed the within instrument and acknowledged to me that he 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.

William R. Playford
Notary Public

My Commission expires June 23, 1971



No.

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 15th day of April A.D. 1968 at 2:10 o'clock P.M. and recorded in Book 157 on Page 617 Records of

Helen M. Sprague
County Clerk
By Opal Sprague Deputy