

VOL: 1999 PAGE: 26590
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*1999-26590 * Vol-Page

Printed: 05/28/1999 11:53:33

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: May. 28, 1999; 11:19 a.m.

RECEIPT NO: 6570

DOCUMENT TYPE: Covenants,
 Conditions & Restrictions

FEE PAID: \$120.00

NUMBER OF PAGES: 23

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTSIDE PINES

RL These Covenants, Conditions and Restrictions are made this 26 day of February, 1998, by WIGHT DEVELOPMENT, L.L.C., an Oregon limited liability company, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, County of Deschutes, State of Oregon, described in Exhibit "A" attached hereto and incorporated herein by reference.

The property described on Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as and hereinafter referred to as Westside Pines.

Westside Pines is being developed as a residential community. Except where this Declaration for Westside Pines conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 Westside Pines: The term "Westside Pines" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant: The term "Declarant" shall mean Wight Development, L.L.C., or its successors in interest.

1.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Westside Pines.

1.6 Homesite: "Homesite" shall mean a lot as defined herein.

1.7 Owner: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.8 Improvements: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to Westside Pines and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTSIDE PINES

2.1 General Declaration Creating Westside Pines: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Westside Pines run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor:

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels within such added land shall be the same as in the case of the land described on Exhibit "A".

(b) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in his discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

Section 3. ARCHITECTURAL CONTROLS

3.1 Approval Required. No improvement, as defined in Section 1.8 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant. All approvals shall be in conformance with the building site established on each lot by the Declarant for Westside Pines. Building sites for Westside Pines will be within the setbacks established in the Architectural Rules and Guidelines.

3.2 Procedure. Any owner proposing to construct any improvements within Westside Pines (including any exterior alteration, addition, destructions or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by Paragraphs 3.3 and 3.7 below. Failure to follow such procedures or obtain such approvals as required by Paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents. Any owner proposing to utilize, improve or develop real property within Westside Pines shall submit the following items for review:

(a) A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences and vehicular and pedestrian traffic and circulation.

(b) Professionally prepared architectural plans and drawings showing the nature, style and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be one inch = 20 feet or larger.

(c) A landscape plan professional in appearance showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

3.4 Review. All plans and drawings identified in Paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in an amount to be determined by Declarant from time to time. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this Section are submitted. Within 30 days following receipt of such plans and drawings and the full amount of the architectural review fee, Declarant shall review the plans and

shall inform the owner in writing whether the plans conform to the development concept for Westside Pines. In the event the owner is not notified as to the conformity of the plans within the 30-day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the Westside Pines development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in Paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under Paragraph 3.3 above have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any improvement in Westside Pines must bear the prior written approval of Declarant.

3.5 Architectural Guidelines. The development concept for Westside Pines shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to Paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspection. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within Westside Pines shall be performed in strict conformity with the plans and drawings approved under Paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work, if, in good faith, Declarant believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver. Any condition or provision of Paragraphs 3.2 through 3.6 above, may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standard for Westside Pines. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedure and approvals specified under Paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative

of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS ON USE OF PROPERTY

4.1 Occupancy. No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy.

4.2 Improvements. Each lot within Westside Pines shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on the lot shall be screened from view in a manner approved by Declarant.

4.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of Declarant.

4.5 Offensive or Commercial Activity. No offensive or commercial activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.6 Signs. No sign of any kind shall be displayed to public view on or from any lot within the Declarant's prior written consent; provided, however, that an owner may display not more than one (1) "for sale" sign per lot which has a maximum area not to exceed 600 square inches, the longest dimension being not greater than 25 inches placed not closer than three (3) feet from front property line.

4.7 Exterior lighting or Noise Making Device. No exterior lighting or noise making device shall be placed on a lot or any portion thereof without the Declarant's prior written consent.

4.8 Antennas. No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot without the Declarant's prior written consent.

4.9 Limitation on Transfer. No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than ten (10) persons.

4.10 Mobile Homes. No house trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot.

4.11 Single Family Residences. No more than one single family residence shall be erected

or placed on any lot.

4.12 Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

4.13 View. The height of vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Declarant shall be the sole judge of the suitability of such heights. If the Declarant determines there is such restriction in the view of the other lot owners, written notice shall be delivered to the offending lot owner. If after 30 days the improvement, vegetation or trees are not removed or reduced in height as directed by the Declarant, the Declarant shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable costs for the work done. This section is not to be read as justification to create views not present when the lot was originally purchased. Each lot owner does acknowledge that every lot owner has the right to build a home not exceeding 30 feet in height and that their views may be affected in the future.

4.14 Parking. A minimum of two enclosed garage parking places must be provided for each lot in Westside Pines. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper or incapacitated motor vehicle. Camping trailers, trucks, motorhomes, campers, boats, cars under repair and boat trailers may not be parked or placed on any lot for any extended period over three days outside of an enclosed garage.

4.15 Transient Rental Use. No owner or owners of any unit within Westside Pines shall be permitted to rent their unit to any person or persons for transient occupancy which shall be for a period of 30 days or less. A rental shall be defined as the use or possession or the right to use or possess for lodging or sleeping purposes any unit in Westside Pines and rent shall mean the consideration charged whether or not received by the owner, for the occupancy of the unit any money, goods, labor, credits, property or other consideration valued in money without any deduction. Transient use shall not include a rental of any unit for a period of in excess of 30 consecutive calendar days.

4.16 Square Footage Minimum. Any single-family residence shall be a minimum of 1,200 square feet in size, not including any garage.

4.17 Open Burning. No open burning of any type shall be allowed, except warming fires during initial construction of single-family residences.

Section 5. DETERMINATION OF DECLARANT'S ROLE

5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within Westside Pines, Declarant shall cause to be recorded in the Official Records of Deschutes County, Oregon, a declaration stating that Declarant no longer desires to exercise any further controls over development

in Westside Pines. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural landscaping, signing and lighting controls, as well as any other duties of Declarant under this Declaration.

5.2 Formation of WPARC:

(a) Upon formal termination of Declarant's control, Declarant shall form an Oregon nonprofit organization called the Westside Pines Architectural Review Committee (WPARC). The WPARC shall be governed by a five-person board of directors. WPARC shall succeed to all powers, responsibilities and rights of Declarant under this Declaration with respect to the exercise of architectural, landscaping, signing and lighting controls.

(b) Within thirty (30) days after the commencement date of WPARC, the initial board of directors shall be elected. Persons eligible for the initial WPARC shall be limited to owners of any lot within Westside Pines. Declarant shall solicit from and circulate to all lot owners a list of nominees for the initial board of directors positions within the 30-day WPARC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(c) The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within Westside Pines. Each lot owner shall have the right to cast one vote for each lot owned. The initial board of directors shall meet ten (10) days after their election and may, at that time, adopt any governing documents, including bylaws, guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls within Westside Pines.

5.3 Failure to Organize. In the event Declarant is unsuccessful in organizing the board of directors of WPARC within the 30-day organizational period specified above, Declarant shall have no further responsibilities relating to WPARC and the WPARC board of directors shall be organized exclusively by the owners of lots within Westside Pines. Such failure of organization of the WPARC board of directors shall not affect the existence of WPARC or the effectiveness of this Declaration.

Section 6. ROAD MAINTENANCE AGREEMENT

6.1. Roadway. The roadway consists of an asphalt paved alley as shown on the plat of Westside Pines, Phases I, II and II that runs behind the lots subject to this agreement. This roadway is not a public road and will consist of any other additions or improvements as may be approved by a majority of owners of the above-described property.

6.2. Repairs and maintenance:

(a) Each of the owners of the following-described real property shall be responsible for the pro rata costs of the maintenance and repair of the above-described roadway to standards existing at the time of this Declaration or such other standard as shall be agreed to by a majority of the owners. The owners of each legal lot of record listed below shall be responsible for their share of the costs of maintenance and repair:

Westside Pines Phase I, Lots 6-15
 Westside Pines Phase II, Lots 16-26
 Westside Pines Phase III, Lots 14-26

(b) In order to facilitate payment of each prorated share of the maintenance and repair costs, the Manager shall prepare a budget each year for the anticipated expenses of maintenance and repair. The budgeted amount shall be divided according to the square footage of each lot subject to the Road Maintenance Agreement. The payment shall then be due and payable monthly.

(a) The road shall be maintained in its current condition, i.e., an asphalt paved road, and shall include reasonable costs for snow removal. Notwithstanding paragraph 6 below, it shall require unanimous consent of the owners to increase the level of development for the road.

6.3 Manager:

(a) A majority of the owners shall appoint a manager whose responsibility will be to maintain and repair the road and to collect the assessments for the maintenance and repair of the road from the owners. Each party to this agreement agrees to indemnify and hold said manager harmless from his activities as manager, so long as they have been performed in good faith. The total number of votes entitled to be cast for the manager's position shall be based upon the total number of lots which are subject to this agreement. Each lot owner shall have the right to cast one vote for each lot owned.

(b) The manager shall have the right to impose an assessment against each owner in an amount necessary to provide for the repair and maintenance of the road. This fund shall include the costs of annual maintenance and repair, costs of snow removal and the imposition of a reserve fund for the long-term repair and replacement of the roadway. These assessments shall be paid on a monthly basis, payable on the first day of the month with respect to which they are imposed. The manager shall keep all monies which are collected from assessments in a separate fund to be called the "maintenance fund" and shall use the monies in the maintenance fund only for the purposes specified herein.

6.4 Default and payment of maintenance assessments. Each maintenance assessment shall be a separate, distinct and personal debt and obligation of the owner against whom the maintenance assessment is levied or imposed or from whom the amount is due. If the owner fails to pay any assessment or charge thereof when due, the owner shall be in default and the assessment

or charge not paid, together with interest thereon at the rate of 12 percent and costs and attorney's fees as provided for herein, shall become a lien upon the property owned by the person from whom the assessment is due upon the filing by the manager in the official records of Deschutes County, Oregon, a notice of lien setting forth the amount due and the description of the property against which the lien is imposed. Such lien shall not take affect until notice thereof has been so filed. Such lien shall be subordinate to any lien of any mortgage upon any owner which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The manager may commence proceedings to foreclose any such lien in the same manner as real property mortgages at any time within three years following the date of such filing.

6.5 Expenses and attorney fees. In the event that the manager shall bring any suit or action to enforce any provision contained in this agreement to collect any money due hereunder or to foreclose a lien, the defendant in such suit or action shall pay to the manager all costs and expenses which the manager 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 fees therein, including attorney fees in connection with any appeal from a decision of the trial court or an intermediate appellate court.

6.6 Non-exclusiveness and accumulation of remedies. Election by the manager to pursue any remedy provided for the violation of any provision of this Agreement shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or which is permitted by law. The remedies provided in this agreement are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

6.7 Amendment and repeal. Any provision of this Road Maintenance Agreement may at any time be amended or repealed, or provisions may be added by the following method:

(a) Property owners owning two-thirds of the lots must consent in writing to the amendment or repeal of a provision or to the addition of a new provision.

Any amendment or repeal of a provision of this agreement or any additional provision shall become effective only upon the filing in the official records of Deschutes County, Oregon, of a certificate of the manager setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION

7.1 Duration. The Covenants, Conditions and Restrictions of Westside Pines shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However,

unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Westside Pines are terminated as set forth above in this Section.

7.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any part thereof with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions; provided, that the provisions of Article 4 hereof shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant without the consent of any other owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration, and further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant.

7.3 Recording. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 8. ENFORCEMENT

8.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in Westside Pines. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

8.2 In the event that legal suit or action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

Section 9. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Westside Pines and shall bind, benefit and burden each lot in Westside Pines, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in Westside Pines, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Westside Pines. The use restrictions and regulations set forth in Sections 4 and 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Westside Pines

99-26590-11

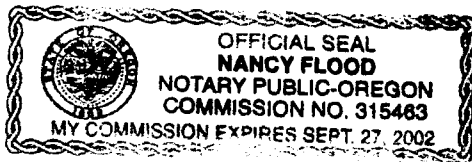
and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation, including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

WIGHT DEVELOPMENT, L.L.C.

By: [Signature]
Rick Wight, Member

STATE OF OREGON, County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 26 day of February 1998, by Rick Wight, as President of Wight Development, L.L.C., Declarant.



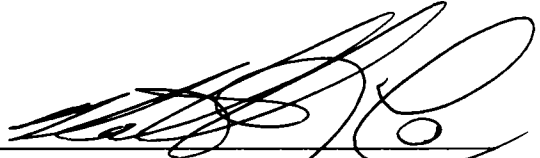
[Signature]
Notary Public for Oregon
My Commission Expires: 09-27-02

99-26590-12

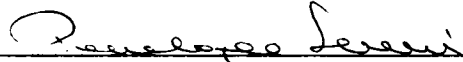
CONSENT

The undersigned owner(s) of Lot 2, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 15th day of April, 1999.



Print Name: Nathan J. Levin



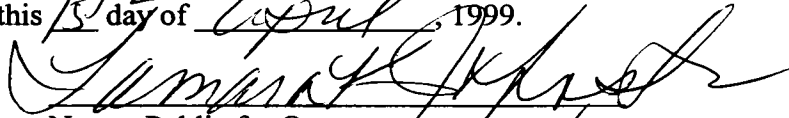
Print Name: Penelope Levin

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named

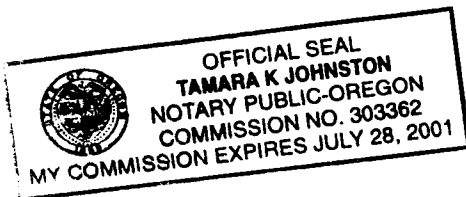
Penelope Levin

Nathan J. Levin &
and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 15 day of April, 1999.



Notary Public for Oregon

My Commission Expires: 7/28/01



99-26590-13

CONSENT

The undersigned owner(s) of Lot 3, WESTSIDE PINES PHASE I, City of Bend, Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

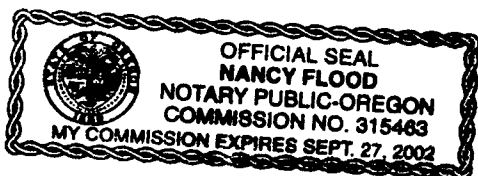
DATED this 30 day of APRIL, 1999.

Michael J. Bonetto
Print Name: Michael J. Bonetto

Nancy M. Bonetto
Print Name: Nancy M. Bonetto

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named Michael J. Bonetto
Nancy M. Bonetto and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me this 30 day of APRIL, 1999.



Nancy Flood
Notary Public for Oregon
My Commission Expires: 09-27-02

99-26590-15

CONSENT

The undersigned owner(s) of Lot 6, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 9 day of MARCH, 1999.

Donnie N. Stelma

Print Name: Donnie N. Stelma

Print Name: _____

STATE OF OREGON, County of Deschutes) ss.

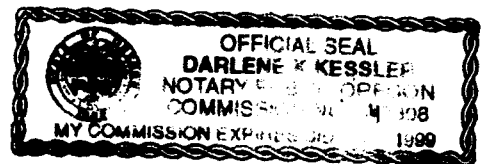
Personally appeared the above-named Don Stelma

_____ and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 09 day of March, 1999.

Darlene K Kessler

Notary Public for Oregon

My Commission Expires: 9/21/1999



Bryant Lovlien ■ Jarvis

40 N.W. Greenwood ■ P.O. Box 1151 ■ Bend, Oregon 97709-1151 ■ (541) 382-4331 ■ Fax (541) 389-3386

99-26590-16

CONSENT

The undersigned owner(s) of Lot 7, WESTSIDE PINES PHASE I, City of Bend, Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 12 day of MARCH, 1999.

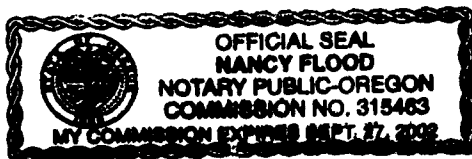
X MW J Nyberg
Print Name: Michael J. Nyberg

Print Name: _____

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named MICHAEL J. NYBERG

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me this 12 day of MARCH, 1999.



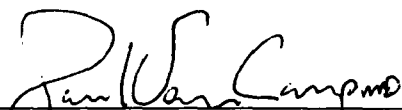
Nancy Flood
Notary Public for Oregon
My Commission Expires: 09-27-02

99-26590-17

CONSENT

The undersigned owner(s) of Lot 8, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

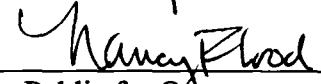
DATED this 27th day of May, 1999.


Print Name: Paul Van Camp


Print Name: Johane Van Camp

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named Paul Van Camp
Johane Van Camp and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 27 day of may, 1999.


Notary Public for Oregon
My Commission Expires: 09-27-02



99-26590-18

CONSENT

The undersigned owner(s) of Lot 10, WESTSIDE PINES PHASE I, City of Bend, Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 14 day of APRIL, 1999.

Diane B Allen

Print Name: Diane B. Allen

Print Name: _____

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named

Diane B Allen

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me this 14 day of APRIL, 1999.



Nancy Flood
Notary Public for Oregon

My Commission Expires: 09-27-02

Bryant Lovlien ■ Jarvis

ATTORNEYS AT LAW

40 N.W. Greenwood • P.O. Box 1151 • Bend, Oregon 97709-1151 • (541) 382-4331 • Fax (541) 389-3386

99-26590-19

CONSENT

The undersigned owner(s) of Lot 11, WESTSIDE PINES PHASE I, City of Bend, Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 22nd day of March, 1999.

Robert K. Break

Print Name: Robert K. Break

Catherine Jacobs Break

Print Name: Catherine Jacobs Break

~~STATE OF OREGON, County of Deschutes) ss.~~

~~Personally appeared the above-named~~

~~_____ and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me this _____ day of _____, 1999.~~

~~_____~~
Notary Public for Oregon

~~_____~~
My Commission Expires. _____

STATE OF CALIFORNIA

COUNTY OF Orange

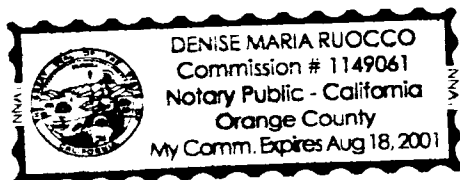
)
) ss.
)

99-26590-20

Subscribed and sworn to before me this 22nd day of March, 1999 by Robert K. Break
and Catherine Jacobs Break.

Denise Maria Ruocco
Signature Of Notary

Notarial Seal



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

n/a _____

n/a _____

DESCRIPTION OF ATTACHED DOCUMENT

CONSENT

Title Or Type Of Document

1

Number Of Pages

March 22, 1999

Date Of Document

n/a

Signer(s) Other Than Named Above

99-26590-21

CONSENT

The undersigned owner(s) of Lot 12, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

DATED this 21 day of May, 1999.

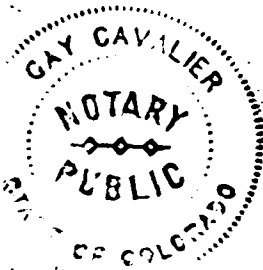
Ryan A. Shaffer
Print Name: Ryan A. Shaffer

Sandra Tadlen Shaffer
Print Name: SANDRA TADLEN SHAFFER

^{Colorado} ^{Jefferson}
STATE OF ~~OREGON~~, County of ~~Deschutes~~) ss.

Personally appeared the above-named Ryan A Shaffer
Sandra Tadlen Shaffer and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 21 day of May, 1999.

Gay Cavalier
Notary Public for ~~Oregon~~ ^{Colorado}
My Commission Expires: My Commission Expires Oct. 30, 2002



99-26590-22

CONSENT

The undersigned owner(s) of Lot 13, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

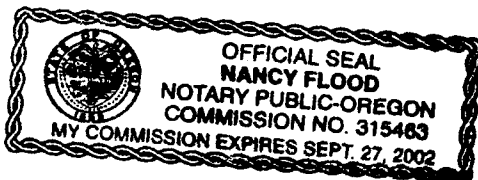
DATED this 14 day of May, 1999.

✓ Robert Naidis
Print Name: Robert Naidis

✓ Elizabeth Naidis
Print Name: ELIZABETH NAIDIS

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named Robert Naidis
Elizabeth Naidis and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 14 day of May, 1999.



Nancy Flood
Notary Public for Oregon
My Commission Expires: 09.27.02

99-26590-23

CONSENT

The undersigned owner(s) of Lot 14, WESTSIDE PINES PHASE I, City of Bend,
Deschutes County, Oregon, hereby consents to and agrees to be bound by the terms and
conditions of the Declaration of Covenants, Conditions and Restrictions for Westside Pines.

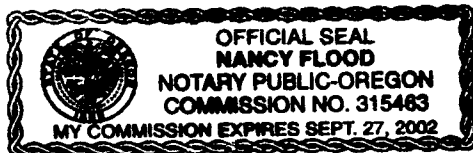
DATED this 21 day of April, 1999.

Print Name: Terrie Oberst

Terrie Oberst
Print Name: _____

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above-named Terrie Oberst
_____ and acknowledged the foregoing instrument to be
his/her/their voluntary act and deed. Before me this 21 day of April, 1999.



Nancy Flood
Notary Public for Oregon
My Commission Expires: 09.27.02