

ARTICLES OF ASSOCIATION OF THE
HIGH COUNTRY RANCH ROAD AND PARK ASSOCIATIONARTICLE I

This Association shall be called the High Country Ranch Road and Park Association, and shall consist of the owners of lots located in:

HIGH COUNTRY RANCH, Tract 1161, situated in Sections 7, 8, 17 and 18, Township 35 South Range 14 East of the Willamette Meridian, Klamath County, Oregon, on file in the Office of the Klamath County Clerk, Klamath County Courthouse, Klamath Falls, Oregon.

The objectives of this Association are to promote the orderly management and maintenance of the Green Belt area, also known as Open Space area, contained within said subdivision, and consisting of approximately 560 acres; to manage and maintain the reservoir and well presently located upon said Green Belt area; to manage and maintain the roadway easements and drainage easements located in said subdivision; and to manage and enforce the Declarations of Conditions and Restrictions for High Country Ranch, Tract 1161, on file with the Klamath County Clerk's Office. However, nothing in these Articles shall take away from an individual lot owner the right to individually enforce said Declarations of Conditions and Restrictions as are set out in said Declarations.

ARTICLE II

The government of the Association shall be vested in a Board of Trustees consisting of three (3) members, all of whom must be owners of a lot or lots in the above subdivision or, if not owners, contract purchasers of a lot or lots in the above-described subdivision. So long as James B. O'Connor, Trustee for James B. O'Connor, John D. O'Connor, Mary O'Connor and Violet Fitzgerald shall retain ownership of any of the lots contained in the above-

described subdivision, all of said beneficiaries shall qualify as owners for the purpose of determining whether or not they would be entitled to be elected to the Board of Trustees. The Board of Trustees shall be elected annually and shall be elected by the home owners of the lots located in said subdivision. Each lot shall be entitled to one (1) vote. If a person shall own more than one (1) lot, he shall be entitled to vote the number of lots which he owns or is the contract purchaser of. In the election of the Board of Trustees, the voting rights shall be non-cumulative. All decisions relating to the functions of the Association as set out above, including but not limited to, the decision as to the initiation, amount and extent of management and maintenance thereof, shall rest solely with the Board of Trustees, to exercise at their discretion.

ARTICLE III

The membership in the Association shall be limited to the owners or contract purchasers of a lot or lots in the above-described subdivision. Any person buying a lot or lots in the above-described subdivision shall be required to join this Association. The requirement to join the Association shall run with the land and extend to all heirs and assigns of said property. All purchasers and owners of a lot or lots in the above-described subdivision shall be subject to the assessments made by said Association until such time as these Articles of Association may be amended to the contrary. The assessment per lot shall be an amount to be determined from time to time by the Board of Trustees of the Association.

ARTICLE IV

There shall be no less than one (1) meeting annually to be attended by the members of the Association for the purposes of voting. A majority of the lots entitled to vote shall constitute

a quorum at any meeting of the membership. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote shall be the act of the membership. The affirmative vote of a majority of the Board of Trustees shall be the act of the Board of Trustees. The Board of Trustees shall issue all notices for membership meetings and shall give members at least ten (10) days advance written notice of any meetings. The meetings shall be held either at some location upon the subdivision, in the town of Bly, or in the city of Klamath Falls, with the exact location to be designated in the notices. Special meetings of the membership may also be held from time to time as said Board of Trustees may feel necessary in order to transact business of the Association, subject to the same notice requirements. The Board of Trustees may hold meetings and transact business upon such time and upon such place as may be mutually agreed to by the Board. In the event that such time and place may not be mutually agreed to by the Board, then and in that event any one member of the Board may, upon giving at least ten (10) days advance notice to the other two members, call a meeting of the Board of Trustees. There shall be no less than one (1) annual meeting of the Board of Trustees and one (1) annual meeting of the membership. The annual meeting of the membership shall include voting for the Board of Trustees, all of whom shall hold a one-year term of office.

ARTICLE V

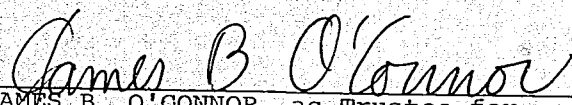
The Board of Trustees or their designee, shall be in charge of all Association books, records and papers, as well as all moneys and securities, and the Board or their designee shall be authorized to collect any and all assessments from the members thereof. The funds of the Association shall be accumulated by assessments on each lot with an equal assessment to be paid on each

and every lot thereof. There shall be an annual assessment with the exact amount to be determined by the Board of Trustees, and the assessment on each lot shall be paid within ten (10) days after each member receives notice of the assessment. This assessment shall be a lienable encumbrance against the property and may, if agreed to by the Association and James B. O'Connor, be added to any contract of sale, and the failure to pay within thirty (30) days thereof, shall constitute a default in said contract. The funds of the Association shall be deposited within such bank, federal savings and loan association or trust company as the Board of Trustees may designate, and shall be withdrawn only on the check or order of such person or persons as may be designated by the Board of Trustees. The funds of the Association shall be used solely and only for the purposes of the Association as set out above.

ARTICLE VI

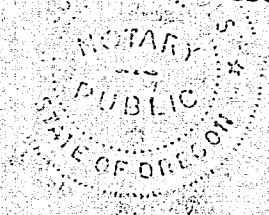
All rights under this Association shall be assignable by each member to any other persons to whom said member's interest in any of the lots in the above subdivision may be assigned. Amendments of the Articles of this Association may be made by a vote of two-thirds of the members at any annual membership meeting or at any other special meeting where proper notice has been given.

DATED this 11th day of Sept., 1979.


 JAMES B. O'CONNOR, as Trustee for
 James B. O'Connor, John D. O'Connor,
 Mary O'Connor and Violet Fitzgerald,
 Owner as of this date of all of the
 lots located in the above-described
 subdivision

STATE OF OREGON)
) ss:
County of Klamath)

On the 11th day of Sept., 1979, personally appeared before me the above-named JAMES B. O'CONNOR, Trustee for James B. O'Connor, John D. O'Connor, Mary O'Connor and Violet Fitzgerald, and acknowledged that the foregoing instrument is his voluntary act and deed, and did also acknowledge that he was Trustee for James B. O'Connor, John D. O'Connor, Mary O'Connor and Violet Fitzgerald, and did also acknowledge that he was the owner of the above-described subdivision.



Judy Blubaugh
Notary Public for Oregon
My Commission Expires: 8-23-81

Return to: Frontier Title & Escrow Co.
2938 S. Sixth St.
Klamath Falls, Or. 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title Co.
this 12th day of September A. D. 1979 at 12:12 o'clock P. M., or
July recorded in Vol. M79, of Deeds on Page 21734

Wm D. MILNE, County Clerk
By Bonnie H. Holsch
Fee \$17.50