

**2016-003258**

**Klamath County, Oregon**

**03/29/2016 01:32:14 PM**

**Fee: \$92.00**

**WHEN RECORDED, RETURN TO:**

Vial Fotheringham LLP  
17355 SW Boones Ferry Rd., Suite A  
Lake Oswego, OR 97035

**GRANTOR:** Pine Ridge Ranches

Homeowners Association, Inc.

**GRANTEE:** Public

**BYLAWS  
OF  
PINE RIDGE RANCHES  
HOMEOWNERS ASSOCIATION, INC.,  
AN OREGON NONPROFIT CORPORATION**

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These Bylaws of Pine Ridge Ranches Homeowners Association, Inc., an Oregon Nonprofit Corporation are made by Pine Ridge Ranches Homeowners Association, Inc., an Oregon nonprofit corporation ("Association").

**RECITALS**

A. Pine Ridge Ranches is a planned community established by the following documents recorded in the Records of Klamath County, Oregon:

Declaration of Conditions and Restrictions for Pine Ridge Ranches Tract 1314 Klamath County, Oregon ("Declaration") recorded May 12, 1998 in Vol. M98, Page 16108.

Plat of Tract 1314 – Pine Ridge Ranches ("Plat") recorded May 13, 1998 in Vol. 23, Page 82, Plat Records.

B. At a special meetings of owners held March 18, 2016, owners elected a Board of Directors. At an organization meeting of the Board of Directors held immediately following the special meeting, the Board of Directors:

(1) Voted to incorporate the association as an Oregon nonprofit corporation pursuant to ORS Chapter 65 as provided in Articles of Incorporation of Pine Ridge Ranches Homeowners Association, Inc.

(2) Pursuant to ORS 94.630, adopted these Bylaws.

(3) Authorized the President and Secretary of the Association to certify these Bylaws as being the adopted Bylaws of the Association and to cause the Bylaws to be recorded in the Records of Klamath County, Oregon.

C. Pine Ridge Ranches Homeowners Association, Inc. is the association of owners formed pursuant to the Declaration and incorporated as a nonprofit corporation under ORS Chapter 65 by Articles of Incorporation filed March 23, 2016 in the office of the Oregon Secretary of State, Corporation Division.

D. As of January 1, 2002, Pine Ridge Ranches is a Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

**NOW, THEREFORE**, pursuant to ORS 94.625, the Board of Directors hereby declares that the Bylaws set forth below are the adopted bylaws of the Association.

**BYLAWS  
OF  
PINE RIDGE RANCHES HOMEOWNERS ASSOCIATION, INC.**

These Bylaws shall be recorded in the real property records for Klamath County, Oregon.

**ARTICLE 1  
PRINCIPAL OFFICE**

The principal office of the Corporation shall be at 17355 SW Boones Ferry Road, Suite A, Lake Oswego, OR 97035, or at such location within the State of Oregon as may be designated from time to time by resolution of the Board of Directors.

**ARTICLE 2  
BOARD OF DIRECTORS**

All meetings of the Board of Directors shall be open to lot owners in the Pine Ridge Ranches Development.

**2.1 General Powers.** The Pine Ridge Ranches Homeowners Association, Inc. ("Corporation") is a homeowners association formed pursuant to the provisions of the Oregon Planned Community Act, ORS 94.550 - 94.785. The Corporation shall have all powers and duties as set forth in the Act and shall at all times comply with the provisions of said Act. The affairs of the Corporation shall be managed by its Board of Directors (the "Board")

**2.2 Number.** The number of Directors may vary between a minimum of three and a maximum of seven, the exact number of which may be fixed from time to time by resolution of the Board. Initially, the Board shall consist of three individuals. Each Director shall serve for a period of a one (1) year term.

**2.3 Vacancies.** Vacancies on the Board and newly created Board positions shall be filled by the affirmative vote of a majority of the remaining Directors even though a less than a quorum of the Board may exist.

**2.4 Quorum; Majority Vote.** A majority of the Directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board.

**2.5 Removal of Directors.** A Director may be removed with or without cause by act of the Board at a meeting expressly called for that purpose. Such vote must be by a majority.

**2.6 Meetings.** All meetings of the Board shall be open to any owner of a lot in Pine Ridge Ranches.

**2.6(a) Annual Meeting.** The annual meeting of the Board shall be held each year on the second Tuesday of May; Notice of such meeting shall be provided to each Director

personally or by mail not less than seven (7), nor more than thirty (30) days prior to the meeting. Such Notice of the meeting shall also be posted in a public place in the Homeowners Association.

**2.6(b) Regular Meetings/Notices.** A regular meeting of the Board shall be held on the second Tuesday of each month at 7:00 p.m. at the principal office. Such meeting shall be held with or without any Notice other than these Bylaws. The Board may provide by resolution the time and place for holding of additional regular meetings. Notice for additional regular meetings shall be done in conformance with ORS 94.640.

**2.6(c) Special/Emergency Meetings.** Special or Emergency meetings of the Board may be called by the Chairman of the Board or by a majority of the Directors then in office. Notice of special meetings shall be provided to each Director personally or by mail not less than three (3) days prior to the meeting; provided that, in the case of any Special meeting to be held by conference telephone or similar communications equipment, Notice of such meeting may be given five (5) days, personally or by telephone, to each Director not less than twenty-four (24) hours before the time at which the meeting is to be held. Except as otherwise specifically provided in these Bylaws, neither the business to be transacted, nor the purpose of, any regular or Special meeting of the Board of Directors need be specified in the Notice of the meeting.

**2.6(d) Consent in Lieu of Meeting.** Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a Board meeting, may be taken without a meeting if consent in writing, setting forth the action to be taken, is signed by all Directors of the Corporation.

**2.6(e) Telephonic Meetings.** Only Special and Emergency Meetings of the Board may be held by means of conference, telephonic or similar communications equipment, or means by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

**2.7 Compensation.** Compensation, if any, of the members of the Board shall be fixed by the Board and approved by majority vote.

**2.8 Insurance.**

**2.8(a)** Pursuant to ORS 94.675 the Board shall obtain insurance for all insurable improvements in the common property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard if the insurance is available at reasonable cost. The Board shall further procure public liability policy covering all common property and all damage or injury caused by the negligence of the association. Premiums for insurance obtained under this section 2.8(a) shall be a common expense of the association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

**2.8(b)** There are no units subject to this Association and therefore the provisions of ORS 94.680 do not apply and therefore there will be no procurement of blanket all-risk insurance.

**2.8(c)** Owners of lots and homes in the Association shall be responsible to procure and pay for their own policy of insurance upon their residences. There are no prohibited policies of insurance that the owners of the lots in the subdivision may obtain. The Board will not obtain nor pay for any policy of insurance other than those described in this Section 2.8.

### **ARTICLE 3 COMMITTEES**

#### **3.1 Appointment and Authority.**

**3.1(a) Standing Committees.** The Board may, by resolution, appoint one or more committees, each of which shall consist of two or more Directors or homeowners. The Board shall, by resolution, define the extent of the authority of such committees. These committees, subject to the limitations of the Board's resolution and ORS Chapter 94, shall have and exercise the authority of the Board in the management of the Corporation for which it is appointed.

**3.1(b) Ad Hoc Committees.** The Board or the President may appoint other committees consisting of homeowners, who do not have the authority of the Board in the management of the Corporation. Members of these committees shall act on behalf of the Board or the President.

**3.1(c) Budget Committee.** The Board may designate two (2) or more Directors to a Budget Committee to prepare a budget in accordance with ORS 94.645. Such Budget Committee shall also be responsible for the upkeep, maintenance, repair and replacement of the common property. Such committee shall also be responsible for collecting the assessments from the owners. The Budget Committee shall also be responsible to review and approve all payment vouchers. Each assessment shall be paid on a monthly basis and in accordance with the budget developed. Such committee shall also be required to prepare and distribute the annual financial statement required under ORS 94.670. In preparing the annual financial statement the Budget Committee and the Treasurer shall work with the certified public accountant designated for the Association.

**3.1(d) Irrigation Committee.** The Board shall designate one Director and three homeowners to the Irrigation Committee to oversee and monitor the infrastructure and delivery of irrigation water as delineated in the Declaration of the Pine Ridge Ranches.

**3.1(e) Road Maintenance.** The Board shall designate one Director and three homeowners as the Road Maintenance Committee to oversee road maintenance, construction and snow removal.

**3.1(f) Architectural Review Committee.** The Board shall designate an architectural review committee in accordance with the Declaration.

## **ARTICLE 4 OFFICERS**

**4.1 In General.** The officers of the Corporation shall be a President, a Secretary and a Treasurer and such other Vice-Presidents or officers as the Board may appoint from time to time. The office of the President and Secretary may be held by the same person concurrently.

**4.2 Election and Term.** The Board, at its annual meeting, shall elect the officers to serve a one-year term commencing the date of such annual meeting. Officers may serve successive terms without limit.

**4.3 Vacancies.** A vacancy in any office may be filled by act of the Board for the unexpired portion of the term.

**4.4 President.** The President shall be the executive officer of the Corporation, shall have responsibility for the general management of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. The President shall from time to time report to the Board all matters within the President's knowledge affecting the Corporation that should be brought to the attention of the Board.

**4.5 Vice President.** The Vice President, if any, shall perform all such duties and services as shall be assigned to or required of such person from time to time, by the Board or the President. Should the President be unable to act, the Vice-President shall act in the President's stead with all the President's powers and perform all of the President's duties during the President's absence or disability.

**4.6 Secretary.** The Secretary shall have overall responsibility for all corporate record keeping. The Secretary shall perform, or cause to be performed, the following duties: (a) official recording of the minutes of all Board meetings and actions; (b) providing all notices required by these Bylaws or by law; (c) maintain insurance coverage for the Association in accordance with ORS 94.675 and 94.685; and (d) undertaking any other duties as may be prescribed by the Board.

**4.7 Treasurer.** The Treasurer shall have overall responsibility for all corporate funds. The Treasurer shall perform, or cause to be performed, the following duties: (a) taking custody of and responsibility for all funds of the Corporation; (b) depositing all monies and other valuable affects in the name and to the credit of the Corporation in such depositories as may be designated by the Board; (c) disbursing funds when proper to do so; (d) keeping all books of account relating to the Corporation and rendering statements of the Corporation's financial condition whenever required to do so by the Board or the President; (e) collect and account for all assessments upon the homeowners pursuant to the protective covenants and restrictions of Glenwood-Regency; (f) prepare and distribute the annual financial statement required by ORS 94.670; and (g) undertaking any other duties as may be prescribed by the Board.

**4.8 Compensation.** The compensation, if any, for any agents and employees of the Corporation shall be fixed by the Board.

**4.9 Removal.** Any of the agents, employees and officers of the Corporation may be removed by a majority vote of the Board, to be replaced by such agent, employee or officer to serve the remaining one-year term.

## **ARTICLE 5 OWNERS**

**5.1 Annual Meeting.** The annual meeting of the owners shall be held on the second Tuesday in the month of May in each year, beginning with the year 2005, at the hour of 7:00 p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The notice to owners of the initial meeting shall be these Bylaws. If the date fixed for the annual meeting shall be a legal holiday in the State of Oregon, such meeting shall be held on the next succeeding business day. Failure to hold the annual meeting at the designated time shall not work a forfeiture dissolution of the Corporation.

**5.2 Failure to Hold Annual Meeting.** If the annual meeting is not held at the designated time, the President or the Board may call the annual meeting at a time fixed by them not more than sixty (60) days after such designated time by proper notice designating the meeting as the annual meeting. If the annual meeting is not held at the designated time or during the sixty (60) day period thereafter, the annual meeting may be called by the holders of not less than one-tenth of all the shares entitled to vote at the meeting. In such event, notice shall be given not more than fifteen (15) days after the expiration of such sixty (60) day period. Such notice shall fix the time of the meeting at the earliest date permissible under the applicable notice requirements.

**5.3 Special Meetings.** Special meetings of the owners, for any purpose or purposes, unless otherwise prescribed by the Directors, may be called by the President or by the Board, and shall be called by the President at the request of the holders of not less than one-tenth of all the outstanding shares of the Corporation entitled to vote at the meeting.

**5.4 Place of Meeting.** The Board may designate any place, either within or without the State of Oregon, as the place of meeting for any annual meeting or for any special meetings called by the Board. A waiver of notice signed by all owners entitled to vote at a meeting may designate any place, either within or without the State of Oregon, as the place for holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the principal offices of the Corporation in the State of Oregon.

**5.5 Notice of Meeting.** Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, Secretary, or the persons calling the meeting, to each owner of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the owner's address as it appears on the stock transfer books of the Corporation, with first class postage paid.

**5.6 Quorum.** A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of owners. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice until a quorum is present or represented. At such adjourned meeting during which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The owners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough owners to leave fewer than a quorum.

**5.7 Proxies.** At all meetings of owners, a owner may vote in person, by proxy executed in writing by the owner, or by the owner's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before, or at the time of, the meeting. No proxy shall be valid after 12 months from the date of its execution, unless otherwise provided in the proxy.

**5.8 Voting.** Each lot entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of owners, except as otherwise provided in the Articles of Incorporation. No cumulative voting for Directors shall be permitted. The vote of a majority of the lots present and entitled to vote at any duly organized meeting shall decide any question unless the vote of a greater number shall be required by law or the Articles of Incorporation.

Lots held by an administrator, executor, guardian, or conservator may be voted by such administrator, executor, guardian, or conservator, either in person or by proxy, without a transfer of such lots into such person's name. Lots held in the name of a trustee or custodian may be voted by such trustee or custodian, either in person or by proxy, but no trustee or custodian shall be entitled to vote without a transfer of such lot into the trustee's or custodian's name.

**5.9 Informal Action by Owners.** Any action required to be taken at a meeting of the owners, or any other action which may be taken at a meeting of the owners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all owners entitled to vote with respect to the subject matter of the action.

## **ARTICLE 6**

### **CONTRACTS, LOANS, CHECKS, DRAFTS AND DEPOSITS**

**6.1 Contracts.** The Board may authorize any officer, agent, or employee to execute and deliver any instrument, in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**6.2 Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**6.3 Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by

such officer, agent, or employee of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

**6.4 Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

## **ARTICLE 7 FISCAL YEAR**

The fiscal year of the Corporation shall be on the calendar year, commencing January 1 and ending December 31 of each year.

## **ARTICLE 8 WAIVER OF NOTICE**

Whenever any notice is required to be given to any owner or Director of the Corporation under the provisions of these Bylaws, under the provisions of the Articles of Incorporation, or under the provisions of the Oregon Nonprofit Corporation Act, a waiver of the notice in writing, signed by the person or persons entitled to the notice, whether before or after the time stated in the notice, shall be deemed equivalent to the giving of the notice

## **ARTICLE 9 INDEMNIFICATION; INTERESTED PARTIES**

**9.1 Indemnification.** The Corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise by reason of the fact that the person is or was a Director or officer of the Corporation, or a fiduciary of the Corporation. Such individuals may also be those who serve or served at the request of the Corporation as a Director or as an officer or as a fiduciary of the Corporation, partnership, joint venture, trust, or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in affect at the time of the determination.

**9.2 Interested Parties.** A Director of the Corporation shall not be disqualified by the Director's office from contracting with the Corporation as vendor, purchaser, or otherwise; nor shall any contract or arrangement entered into by or on behalf of the Corporation in which any Director is in any way interested be avoided on that account, provided that such contract or arrangement shall have been approved or ratified by a majority of the Board without counting in such majority the Director so interested, although such Director may be counted toward a quorum, or shall have been approved or ratified by the affirmative action of the holders of a majority of the outstanding shares of the Corporation, and the interest shall have been disclosed or known to the approving or ratifying Directors or owners.

**ARTICLE 10**  
**MAINTENANCE, UPKEEP, AND REPAIR OF COMMON PROPERTY**

The Association has been formed for the purpose of operation, upkeep, maintenance and repair of the roads, irrigation delivery, septic easements and entrance fence within Pine Ridge Ranches. The Association shall be responsible for the upkeep, maintenance and repair of said facilities. Payment for such operation, upkeep, maintenance and repair shall be from the assessments collected from lot owners in conformance with the Covenants, Conditions and Restriction of Pine Ridge Ranches. All maintenance programs shall be approved by the Board.

**ARTICLE 11**  
**SEVERABILITY**

A determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

**ARTICLE 12**  
**AMENDMENTS TO BYLAWS**

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the Association members by a majority vote of the Owners at any regular or special meeting. Furthermore, the Association may adopt administrative rules and regulations supplementing these Bylaws for the purpose of governing the details for the operation and use of the common property in accordance with the protective covenants, conditions and restrictions of Pine Ridge Ranches.

**SIGNATURES ON NEXT PAGE**

## CERTIFICATION

**The Bylaws are duly adopted as the Bylaws of the Association.**

**PINE RIDGE RANCHES HOMEOWNERS  
ASSOCIATION, INC.**

President

Secretary

STATE OF OREGON )  
 ) ss  
County of Klamath )

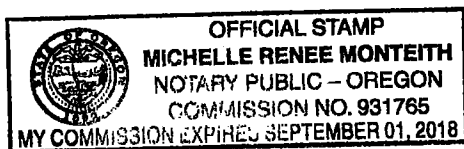
The foregoing instrument was acknowledged before me on the 21 day of March, 2016 by Dennis Luthicum, President of the Pine Ridge Ranches Homeowners Association, Inc., on its behalf.



*Mumukshu*  
Notary Public for Oregon  
My Commission Expires: 9/1/18

STATE OF OREGON )  
County of Klamath ) ss

The foregoing instrument was acknowledged before me on the 21 day of March, 2016 by Karen Maxfield, Secretary of the Pine Ridge Ranches Homeowners Association, Inc., on its behalf.



Notary Public for Oregon  
 My Commission Expires: 9/1/18