

097049-17

**RESTATED  
ARTICLES OF INCORPORATION  
OF  
CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION**

Pursuant to ORS 65.451 the undersigned corporation adopts the following Restated Articles of Incorporation, which shall supersede the existing Articles of Incorporation and all amendments thereto:

**ARTICLE I**

The name of this corporation is Crooked River Ranch Club and Maintenance Association, and its duration shall be perpetual.

**ARTICLE II**

The purpose or purposes for which the corporation is organized are: To engage in any lawful activity for which a corporation, no part of the income of which is distributable to its members, directors, or officers (a non-profit corporation) may be organized under the laws of the State of Oregon, including, without limitation, the following:

To promote the mutual health, safety, welfare and benefit of its members, including the residents of Crooked River Ranch, a real estate development in Jefferson and Deschutes Counties, Oregon, including specifically the property described in that certain Covenants, Conditions, Easements and Restrictions filed in the records of Jefferson County, Oregon, in Book 48, Page 382, (hereinafter called "Covenants"), and of the residents within such other real property as may be brought within the jurisdiction of this corporation by annexation as provided in said Covenants, hereinafter referred to collectively as "said property", and to provide recreation facilities for members of the Association, and for such purposes to: exercise all the powers and privileges and perform all the duties and obligation of the Association as set forth in the aforesaid Covenants and as the same may be amended from time to time, said Covenants being incorporated herein as if set forth in full; fix, levy and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Covenants; pay all expenses in connection therewith, and all administrative and other expenses incident to the conduct of the operations of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; own, acquire (by gift, purchase or otherwise), hold, improve, built upon, operate, maintain, recreation facilities and parks, landscaped and planted areas, playgrounds, swimming pools, commons, tennis courts, stables, bridle paths, golf courses, roads, parking strips, footways, buildings, ornamental fountains and statues, structures, real and personal properties incident thereto, and to convey, sell, lease, transfer or dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; supplement municipal services; enforce any and all covenants, restrictions and agreements now or hereafter made applicable to said property; borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provide maintenance for the land and improvements on said property; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors will promote the common health, physical and mental welfare and safety of the residents of said property, provided, however, that no part of the net income shall at any time inure to the benefit of any member or other individual, and provided further that 85% or more of the income of the corporation shall consist of assessments, dues and fees collected from the members for the sole purpose of meeting the expenses of the Association.

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APR 5/3  
MEM  
CATA

### **ARTICLE III**

The address of the initial registered office of the corporation is 1200 Cascade Building, Portland, Oregon, and the name of its initial registered agent as such address is Milton C. Lankton.

### **ARTICLE IV**

The number of the directors constituting the initial Board of Directors of the corporation is three and the names and addresses of the persons who are to serve as Directors until the first annual meeting or until their successors are elected and shall take office are:

<u>NAME</u>	<u>ADDRESS</u>
William MacPherson	5201 University Way, N.E. Seattle, Washington
Murdock D. MacPherson	5201 University Way, N.E. Seattle, Washington
Scott MacPherson	5201 University Way, N.E. Seattle, Washington

### **ARTICLE V**

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Milton C. Lankton	1200 Cascade Building Portland, Oregon

### **ARTICLE VI**

Provisions of the distribution of assets on dissolution or final liquidation are: On dissolution, if any, the assets, real and personal, shall be dedicated to an appropriate public authority or agency, state, county or municipality, within the State of Oregon, to be devoted to the general welfare of such public. In the event such dedication is refused acceptance, such assets shall be conveyed or sold and the proceeds conveyed to any non-profit corporation or organization in Oregon, to be devoted exclusively to public purposes as nearly as practicable the same as those to which they were required to be devoted by this corporation. No such disposition of corporation property shall be effective to diminish or divest any right or title vested in any member under recorded covenants and deeds applicable to any part of said property unless made in accordance with the provision of said covenants and deeds. No part of the net income of this corporation shall inure to the benefits of any member of the Association or any other individual or person.

## **ARTICLE VII**

**Section 1.** Every person or entity who is record owner of a fee or undivided fee interest in any Lot, Dwelling Unit or Building Site in said property, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to ownership of any Lot, Dwelling Unit or Building Site, which is subject to assessment by the Association. Ownership of such Lot, Dwelling Unit or Building Site shall be automatic qualification for membership and membership shall automatically commence upon a person becoming such owner and shall automatically terminate when such ownership shall terminate or be transferred, unless such person becomes a non-owner member as may be provided under terms and conditions set forth by the By Laws of the Association. Transfer of memberships other than in connection with the transfer of ownership of said property shall be prohibited except on terms and conditions set forth in the By Laws of the Association.

**Section 2.** Except as provided elsewhere in this Section, each member shall be entitled to one vote for each platted lot of said property owned. Members who do not own any of said property shall not be entitled to any vote. Members who are in default in payment of membership assessments shall not be entitled to any vote.

**Section 3.** When more than one person holds such interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as the owners among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one platted Lot. The votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one platted Lot. The vote applicable to any of said property being sold under a recorded contract of purchase and sale shall be exercised by the Contract Vendee unless the contract expressly provides otherwise.

**Section 4.** The initial Board of Directors shall serve for a period of three, two and one years, respectively. Thereafter Directors shall be elected by a majority of the votes cast at any annual meeting of members or at any special meeting of members called for that purpose. Vacancies shall be filled by majority vote of the remaining Directors to serve until the next annual or special meeting of the members. Officer shall be elected by the Directors as provided by the By Laws adopted by the Directors.

**Section 5.** At any meeting called in the manner prescribed by the By Laws of this corporation, the presence at the meeting of members in person or by mail-in ballot entitled to cast ten per cent (10%) or more of all the votes of the members, shall constitute a quorum unless a higher percentage is required elsewhere in these Articles, in the By Laws or in the aforesaid Covenants.

**Section 6.** Real property in addition to that described in the Covenants may be made subject to the jurisdiction of the Association, in the manner set forth in said Covenants, whereupon automatically it shall be included in any reference herein to "said property" or "said properties."

Section 7. The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to the public or to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, subject to the restrictions contained in the aforesaid Covenants.

Article VII reflects the amendments to the By-Laws made at a special meeting of the members held September 20, 1982 by 2/3rd majority vote of the voters at the meeting, or represented by proxy.

The Amendment to Article VII, Section 5 reflects the vote of the members at the 1999 annual meeting of the members held September 4, 1999 at which 1119 members voted in favor of the change and 85 voted against it, out of 2232 eligible voters which, under the provisions of ORS 65.437(1)(b) was sufficient to amend the Articles.

CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION

By: [Signature] Frank Hettick, President

By: [Signature] Tom Hamlet, Secretary

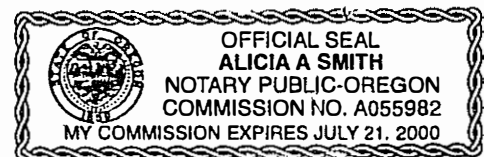
STATE OF OREGON )  
County of Jefferson )  
County of Deschutes )

Personally appeared before me this 6<sup>th</sup> day of March, 2000 FRANK HETTICK and TOM HAMLETT, who, being duly sworn did say that they are the President and Secretary of Crooked River Ranch Club and Maintenance Association, respectively, and that said instrument was signed on behalf of said corporation by authority of its present board of directors; and he acknowledges said instrument to be its voluntary act and deed.

Before me: [Signature]  
Notary Public for Oregon  
My Comm. Expires: 7/21/00

AFTER RECORDING RETURN TO:

The Crooked River Ranch Club And Maintenance Association  
Administrative Supervisor (541) 548-8939  
PO Box 1477, Crooked River Ranch, OR 97760



**CERTIFICATE ACCOMPANYING  
RESTATED ARTICLES OF INCORPORATION  
OF  
CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION**

Pursuant to ORS 65.451, the undersigned corporation submits for filing, this Certificate, together with the corporation's Restated Articles of Incorporation. The undersigned corporation hereby certifies that:

1. The name of the Corporation is: Crooked River Ranch Club and Maintenance Association.
2. A copy of the Restated Articles of Incorporation is attached hereto. The Restated Articles of Incorporation contain two (2) amendments that require member approval.

The first such amendment was approved at a special meeting of the members held September 20, 1982 and Articles of Amendment were filed in the office of the Corporation Commissioner on September 21, 1982.

The second amendment to Section 5. of Article VII eliminating proxy voting and providing for mail-in-ballots was approved by the members at its regular annual meeting held September 4, 1999, pursuant to notice. At the election there were 2639 lots in the ranch which had the potential to vote on the proposition at the rate of one (1) vote per lot. Of those members, however, 407 were found to be ineligible to vote because their dues and assessments had not been paid, making 2232 members eligible to vote at the election. Of those 2232 eligible voters, 1119 voted in favor of the amendment and 85 voted against the amendment. The Board of Directors at its regular meeting held September 20, 1999 declared that the Amendment had passed.

3. The text of the amendment that required member approval is:

### ARTICLE VII

"Section 5. At any meeting called in the manner prescribed by the By Laws of this corporation, the presence at the meeting of members in person or by ~~written proxy~~ mail-in ballot entitled to cast ten per cent (10%) or more of all the votes of the members, shall constitute a quorum unless a higher percentage is required elsewhere in these Articles, in the By Laws or in the aforesaid Covenants."

4. The date of adoption of the Restated Articles of Incorporation was September 4, 1999.

CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION

By: [Signature] Frank Hettick, President

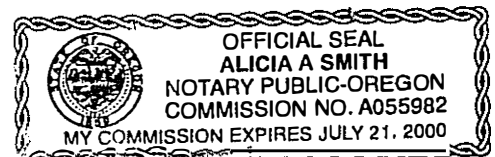
By: [Signature] Tom Hamlet, Secretary

STATE OF OREGON )  
County of Jefferson )  
County of Deschutes )

Personally appeared before me this 6<sup>th</sup> day of March, 2000 FRANK HETTICK and TOM HAMLETT, who, being duly sworn did say that they are the President and Secretary of Crooked River Ranch Club and Maintenance Association, respectively, and that said instrument was signed on behalf of said corporation by authority of its present board of directors; and he acknowledges said instrument to be its voluntary act and deed.

Before me: [Signature]  
Notary Public for Oregon  
My Comm. Expires: 7/21/00

AFTER RECORDING RETURN TO:  
The Crooked River Ranch Club And Maintenance Association  
Administrative Supervisor (541) 548-8939  
PO Box 1477, Crooked River Ranch, OR 97760



SEP 21 1982

FRANK J. HEALY

CORPORATION COMMISSIONER

ARTICLES OF AMENDMENT OF

CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION  
(PRESENT (NOT NEW) CORPORATE NAME)

Pursuant to ORS 61.361 (1), a two thirds majority of the members of the Corporation entitled to vote thereon adopt the following Articles of Amendment:

1. The name of the Corporation prior to this amendment is CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION.

2. The following amendment of the Articles of Incorporation was adopted by the members on September 20, 1982:

Article VII of the Articles of Incorporation of CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION are hereby amended to read as follows:

*Membership*  
Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Dwelling Unit or Building Site in said property, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to ownership of any Lot, Dwelling Unit or Building Site, which is subject to assessment by the Association. Ownership of such Lot, Dwelling Unit or Building Site shall be automatic qualification for membership and membership shall automatically commence upon a person becoming such owner and shall automatically terminate when such ownership shall terminate or be transferred, unless such person becomes a non-owner member as may be provided under terms and conditions set forth by the By Laws of the Association. Transfer of memberships other than in connection with the transfer of ownership of said property shall be prohibited except on terms and conditions set forth in the By Laws of the Association.

*Vote*  
Section 2. Except as provided elsewhere in this Section, each member shall be entitled to one vote for each platted lot of said property owned. Members who do not own any of said property shall not be entitled to any vote. Members who are in default in payment of membership assessments shall not be entitled to any vote.

*Section 3.* When more than one person holds such interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as the owners among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one platted Lot. The vote applicable to any of said property being sold under a recorded contract of purchase and sale shall be exercised by the Contract Vendee unless the contract expressly provides otherwise.

*Board of Directors*  
Section 4. The initial Board of Directors shall serve for a period of three, two and one years, respectively. Thereafter Directors shall be elected by a majority of the votes cast at any annual meeting of members or at any special meeting of members called for that purpose. Vacancies shall be filled by majority vote of the remaining Directors to serve until the next annual or special meeting of the members. Officer shall be elected by the Directors as provided by the By Laws adopted by the Directors.

*Meeting*  
Section 5. At any meeting called in the manner prescribed by the By Laws of this corporation, the presence at the meeting of members in person or by written proxy entitled to cast ten per cent (10%) or more of all the votes of the members, shall constitute a quorum unless a higher percentage is required elsewhere in these Articles, in the By Laws or in the aforesaid Covenants.

*Bylaws*  
Section 6. Real property in addition to that described in the Covenants may be made subject to the jurisdiction of the Association, in the manner set forth in said Covenants, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

*a*  
Section 7 The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to the public or to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, subject to the restrictions contained in the aforesaid Covenants.

3. There are currently members having voting rights in the Corporation. A special meeting of members was held on September 20, 1982, whereat, the foregoing amendment was adopted by a two thirds majority of the votes which members present at said meeting or represented by proxy were entitled to cast. A quorum was present at said meeting.

STATE OF OREGON

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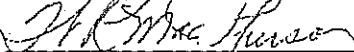
County of Jefferson

)ss

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We, the undersigned herewith execute the foregoing and being first duly sworn, declare the statements contained therein are true.

W.R. MACPHERSON



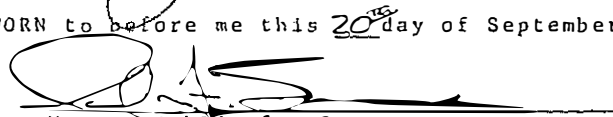
President

JAMES B. O'HEARN



Assistant Secretary

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of September, 1982.



Notary Public for Oregon

My Commission Expires: 8-23-85



**VOL: 2000    PAGE: 8779**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-8779    \* Vol-Page

Printed: 03/07/2000 13:27:13

**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:        Mar. 7, 2000; 1:26 p.m.

RECEIPT NO:            18011

DOCUMENT TYPE:        Planned Community  
                                 Subdivision Bylaws

FEE PAID:                \$41.00

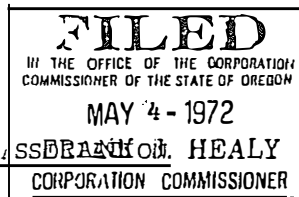
NUMBER OF PAGES:    3

A handwritten signature in black ink, appearing to read "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

ARTICLES OF INCORPORATION  
OF

CROOKED RIVER RANCH CLUB AND MAINTENANCE



The undersigned, acting as incorporator under the Oregon Non-profit Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I

The name of this corporation is Crooked River Ranch Club and Maintenance Association, and its duration shall be perpetual.

ARTICLE II

The purpose or purposes for which the corporation is organized are: To engage in any lawful activity for which a corporation, no part of the income of which is distributable to its members, directors, or officers (a non-profit corporation) may be organized under the laws of the State of Oregon, including, without limitation, the following:

To promote the mutual health, safety, welfare and benefit of its members, including the residents of Crooked River Ranch, a real estate development in Jefferson and Deschutes Counties, Oregon, including specifically the property described in that certain Covenants, Conditions, Easements and Restrictions filed in the records of Jefferson County, Oregon, in Book 48, Page 382, (hereinafter called "Covenants"), and of the residents within such other real property as may be brought within the jurisdiction of this corporation by annexation as provided in said Covenants, hereinafter referred to collectively as "said property", and to provide recreation facilities for members of the Association, and for such purposes to: exercise all the powers and privileges and perform all the duties and obligations of the Association as set forth in the aforesaid Covenants and as the same may be amended from time to time, said Covenants being incorporated herein as if set forth in full; fix, levy and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Covenants; pay all expenses in connection herewith, and all administrative and other expenses incident to the conduct of the operations of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; own, acquire (by gift, purchase or otherwise), hold, improve, build upon, operate, maintain, recreation facilities and parks, landscaped and planted areas, playgrounds, swimming pools, commons, tennis courts, stables, bridle paths, golf courses, roads, parking strips, footways, buildings, ornamental fountains and statues, structures, real and personal properties incident thereto, and to convey, sell, lease, transfer or dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; supplement municipal services; enforce any and all covenants, restrictions and agreements now or hereafter made applicable to said property; borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provide maintenance for the land and improvements on said property; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common health, physical and mental welfare and safety of the residents of said property, provided, however, that no part of the net income shall at any time inure to the benefit of any member or other individual, and provided further that 85% or more of the income of the corporation shall consist of assessments, dues and fees collected from the members for the sole purpose of meeting the expenses of the Association

### ARTICLE III

The address of the initial registered office of the corporation is 1200 Cascade Building, Portland, Oregon, and the name of its initial registered agent at such address is Milton C. Lankton.

### ARTICLE IV

The number of directors constituting the initial Board of Directors of the corporation is three and the names and addresses of the persons who are to serve as Directors until the first annual meeting or until their successors are elected and shall take office are:

<u>NAME</u>	<u>ADDRESS</u>
William MacPherson	5201 University Way, N.E. Seattle, Washington
Murdock D. MacPherson	5201 University Way, N.E. Seattle, Washington
Scott MacPherson	5201 University Way, N.E. Seattle, Washington

### ARTICLE V

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Milton C. Lankton	1200 Cascade Building Portland, Oregon

### ARTICLE VI

Provisions for the distribution of assets on dissolution or final liquidation are: On dissolution, if any, the assets, real and personal, shall be dedicated to an appropriate public authority or agency, state, county or municipality, within the State of Oregon, to be devoted to the general welfare of such public. In the event such dedication is refused acceptance, such assets shall be conveyed or sold and the proceeds conveyed to any non-profit corporation or organization in Oregon, to be devoted exclusively to public purposes as nearly as practicable the same as those to which they were required to be devoted by this corporation. No such disposition of corporation property shall be effective to diminish or divest any right or title vested in any member under recorded covenants and deeds applicable to any part of said property unless made in accordance with the provisions of said covenants and deeds. No part of the net income of this corporation shall inure to the benefit of any member of the Association or any other individual or person.

### ARTICLE VII

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Dwelling Unit or Building Site in said property, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to ownership of any Lot, Dwelling Unit or Building Site, which is subject to assessment by the

Association. Ownership of such Lot, Dwelling Unit or Building Site shall be automatic qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate when such ownership shall terminate or be transferred, unless such person becomes a non-owner member under terms and conditions set forth by the Bylaws of the Association. Transfer of memberships other than in connection with the transfer of ownership of said property shall be prohibited except on terms and conditions set forth in the Bylaws of the Association.

Section 2. Each member shall be entitled to one vote for each five acres of said property owned, except that Developer shall have three votes for each acre of said property owned during the period of development or ten years from the date such property became subject to the jurisdiction of the Association, whichever is the shorter period of time. Members who do not own any of said property shall not be entitled to any vote.

Section 3. When more than one person holds such interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as the owners among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one 5-acre Lot or Building Site, except by Developer, as set forth above. The vote applicable to any of said property being sold under a recorded contract of purchase and sale shall be exercised by the contract vendor unless the contract expressly provides otherwise.

Section 4. The initial Board of Directors shall serve for a period of three, two and one years, respectively. Thereafter Directors shall be elected by a majority of the votes cast at any annual meeting of members or at any special meeting of members called for that purpose. Vacancies shall be filled by majority vote of the remaining Directors to serve until the next annual or special meeting of the members. Officers shall be elected by the Directors as provided by the Bylaws adopted by the Directors.

Section 5. At any meeting called in the manner prescribed by the laws of this corporation, the presence at the meeting of members in person or by written proxy entitled to cast ten per cent (10%) or more of all the votes of the Class A members and ten per cent (10%) or more of the Class B members shall constitute a quorum unless a higher percentage is required elsewhere in these Articles, in the Bylaws or in the aforesaid Covenants.

Section 6. Real property in addition to that described in the Covenants may be made subject to the jurisdiction of the Association, in the manner set forth in said Covenants, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

Section 7. The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to the public or to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, subject to the restrictions contained in the aforesaid Covenants.

DATED this 4<sup>th</sup> day of May, 1972.

  
Milton C. Lanston

INCORPORATOR

STATE OF OREGON        )  
                              ) ss.  
County of Multnomah )

I, Paul Lund, a notary public for Oregon, hereby  
certify that on the 4 day of May, 1972, personally  
appeared before me MILTON C. LANKTON, who, being by me first duly sworn,  
declared that he was the person who signed the foregoing document as the  
Incorporator, and that the statements therein contained are true.

DATED this 4 day of May, 1972.

Paul Lund  
Notary Public for Oregon  
My Commission Expires: 3-30-74