

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-80454



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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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Becky Coffield  
P.O. Box 955  
Sisters, OR. 97759

# Fryrear Ranch Home Owners Association

RESOLUTION #2003-01

FRYREAR RANCH SUBDIVISION

A RESOLUTION TO AMEND THE FRYREAR RANCH HOME OWNERS BYLAWS, BY ADDING THE FOLLOWING ARTICLE: *AMENDING 2003-57113*

## ARTICLE VII FEES, ASSESSMENTS AND RESPONSIBILITIES

### Section 7.01: Lot owners annual fee.

Each property owner will pay an annual fee of \$100.00, payable December 1<sup>st</sup> of each year (which covers that current year) to be used for the maintenance, and improvement of the road or any common property. These fees may also be used for insurance, or other purposes deemed necessary by the Fryrear Ranch Board of Directors.

### Section 7.02: Assessments:

Additional assessments for the purpose of road or common property maintenance or improvement may be assessed on any or all lots in the Fryrear Ranch Home Owners Association when a quorum is present, or voting by proxy, at the meeting and a majority of those approve the assessment.

### Section 7.03: Effect of Nonpayment of Assessment:

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 9% per annum. The property owner will be responsible for any collection fees, or attorney fees accrued due to the process of collecting the property assessment.

### Section 7.04: Property liens:

A continuing lien may be placed against any property in the Fryrear Ranch Owners Association, if any fee or assessment is 30 days past due. Any fees for collection, or attorney fees accrued due to the process of collecting the property assessment will be the obligation of the property owner, and must be paid prior to the sale of said property.

It is hereby resolved that the Fryrear Ranch Home Owners association, by a majority vote, has approved amending the association By-Laws, with the addition of ARTICLE VII, Sections 7.01, 7.02, 7.03, and 7.04.

Rebecca Coffield  
Association President

Lauren Johnson  
Association Vice-President

Kinda Schorn  
Association Secretary  
11-15-03

Gayle R. Haglund  
Association Treasurer



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Linda M Schertorn  
as Secretary of Empire Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Rebecca Gifford  
as President of Empire Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Lawrence Jewell  
as Vice President of Empire Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



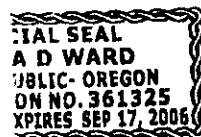
**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Gayle P Hoastland  
as Treasurer of Empire Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**RESOLUTION #2003-03**

**A RESOLUTION TO AMEND THE FRYREAR RANCH HOME OWNERS  
BYLAWS, BY ADDING THE FOLLOWING ARTICLE:**

**ARTICLE VIII  
ARCHITECTURAL CONTROL COMMITTEE**

**Section 8.01: Establishment.** An Architectural Control Committee shall be established by the Fryrear Ranch Homeowners' Association. The members of the committee are to serve for a period of at least two years. The members of the committee shall designate one of their number to serve as chair of the committee. The members of the committee shall at no time be entitled to compensation for service performed pursuant to this provision.

**Section 8.02 Structures.** No building, fence, wall, radio or television antennae or transmitter, satellite dish or other structure shall be erected, placed, or altered on any tract or building site within the Property, or excavation or clearing therefore undertaken, until the plans, specifications, and plot plans thereof are submitted by the owner or the owner's representative to the Architectural Control Committee and approved by the committee. If such plans and specifications are disapproved, (or, if conditionally approved, unless the conditions thereof be complied with) the project construction shall not be undertaken, or if undertaken, a violation thereof may be abated by legal proceedings by any party having an interest in the enforcement thereof irrespective of the time of completion thereof. The Architectural Control Committee shall in no way confirm or guarantee any assumed geological conditions, safety, or structural standards or construction methods. The Architectural Control Committee (ACC) shall, in good faith, exercise discretionary approval or disapproval on the basis of minimizing interference with enjoyment of adjacent properties, protecting property values, and enforcing improvement uses and occupancy in a pleasing but not sterile or uniform combination. In the event the ACC fails to approve or disapprove such plans, etc., within thirty (30) days after said plans and specifications have been submitted to it, approval shall not be required, and this article shall be deemed to have been fully complied with.

**Section 8.03 Standards and Criteria:** The ACC shall employ the following standards and criteria in approving or rejecting the plans submitted to it:

**8.03.01** All standards set forth in the Fryrear Ranch Homeowners' Association CC&R's must be adhered to with the exception of the requirement for shake roofs. In addition, submitted plans shall include provisions whereby automobiles, recreational vehicles, boats, and similar equipment shall be screened from view by a garage, carport, screening fence, or similar structure.

**8.03.02** The location or site of the proposed improvements on the lot in regard to existing buildings, the effects of the proposal on surrounding property,

including, but not limited to, potential blockage of the view from any other tract located within Fryrear Ranch subdivision;

**8.03.03** The compliance of the proposal with the provisions of the relevant ordinances of Deschutes County, Oregon, including building setback requirements as stated in the CC&R's;

**8.03.04** The compliance of the proposal with the provisions of the referenced Scenic Easement.

**Section 8.04: Land Clearing.** No native trees or other significant ground cover, shall be cut, removed, or destroyed without the advance written approval of the ACC. All provision of the CC&R's must be adhered to regarding the cutting or removal of living trees, which states that "The cutting or removal of living trees will be permitted only where necessary for the construction of buildings, thinning for the beautification of the property, or for those lots without existing meadow to provide a garden area."

**Section 8.05: No Liability.** The members of the ACC shall have no personal liability for any action or decision of the committee. By acceptance of a deed or execution of a contract to purchase a tract, the owner or the party in interest with respect to that tract agrees and covenants not to maintain any action against the Association or any member of the ACC which seeks to hold the Association or that member personally responsible or individually liable for damages relating to or caused by any action or decision of the ACC.

**Section 8.06: Initial Architectural Control Committee:** The ACC shall initially, and for a period of two (2) years, be composed of the following three members:

Tom Cozzield  
Gary Gilder  
Larry Schonborn

In the event that during the initial two year term, a member must for any reason discontinue participation in the committee, a successor shall be appointed by the remaining members.

Rebecca Cozzield  
Association President

Sam Jones  
Association Vice-President

Linda Schonborn  
Association Secretary

Gayle R. Hoagland  
Association Treasurer

November 15, 2003



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Linda M Siferborn  
as Secretary of Englemann Ranch Homeowners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Rebecca Caffield  
as President of Englemann Ranch Homeowners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Laurence Sherman  
as Vice President of Englemann Ranch Homeowners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Gayle R Horsfield  
as Treasurer of Englemann Ranch Homeowners Association

*[Signature]*



# FRYREAR RANCH HOMEOWNERS' ASSOCIATION

## Move to amend Article III, Section 3.02: Number and Qualification

The words "full time" need to be stricken. The amended bylaw will now read:

### Section 3.02: Number and Qualification:

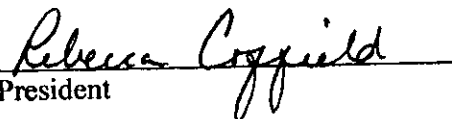
The number of directors/officers shall be at least four (4), including the President, Vice-President, Secretary and Treasurer. Members of the board of directors/officers must own property in the Fryrear Ranch Subdivision and be residents in the subdivision during their term(s) as a member of the board of directors/officers.

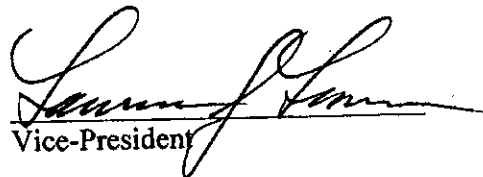
## Move to amend Article V, Section 5.04 Indemnification

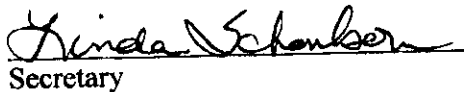
The word "criminal" needs to be stricken. The amended bylaw will now read:

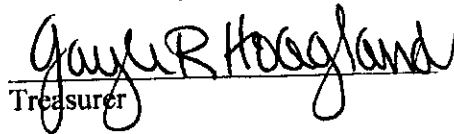
### Section 5.03: Indemnification:

The association shall indemnify to the fullest extent permitted any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, administrative, or investigative by reason to the fact that he or she is or was a director/officer of the Fryrear Ranch Homeowners Association Board, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonable incurred by him or her in connection with the action, suit or proceeding.

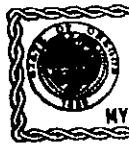
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

Date approved: November 15, 2003



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2005 by Linda M Selenbrun  
as Secretary of Fryeas Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Rebecca Cuffell  
as President of Fryeas Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2005 by Lawrence J Lemon  
as Vice President of Fryeas Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon



**Acknowledgment in a Representative Capacity**

State of OREGON

County of Deschutes

This instrument was acknowledged before me on Nov 20, 2003 by Gayle R Haggland  
as Treasurer of Fryeas Ranch Home Owners Association

*[Signature]*  
Notary Public - State of Oregon

