

BYLAWS OF THE RIDGE AT INDIAN FORD

ARTICLE I

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This Association is formed pursuant to the Master Plan of The Ridge at Indian Ford, dated June 25, 1991 and recorded July 1, 1991 in Volume 238, page 2773, Official Records of Deschutes County, Oregon. This is a nonprofit corporation organized and existing under the laws of the State of Oregon.

Pursuant to the Master Plan of The Ridge at Indian Ford the Corporate Charter provides in the event of dissolution of the corporation, either voluntarily or involuntarily, its assets shall be transferred to a successor unincorporated Ridge Association of the same name with the same purposes, objects, and duties. It further provides that no part of the revenue or income of this corporation, either current or accumulated, shall inure to the benefit of any member of the corporation or of any individual or be applied or used for any purpose other than to further the objects specified in the Corporate Charter which incorporates the provision of the Master Plan of Ridge at Indian Ford. In accordance with the Master Plan of Ridge at Indian Ford the Developer will eventually delegate to this Ridge Association all of its responsibilities, to the end that this Ridge Association shall become the manager of Ridge at Indian Ford.

ARTICLE II

NAME AND LOCATION

The name of this nonprofit Association is Ridge at Indian Ford. Its principal office is located at Ridge at Indian Ford, Oregon.

ARTICLE III

DEFINITIONS

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context:

3.1 All terms defined in the Master Plan shall be so defined herein.

3.2 "MASTER PLAN" shall be that instrument filed in Volume 238, Page 2773, Official Records, Deschutes County, Oregon.

3.3 "RIDGE AT INDIAN FORD DECLARATION" shall be those

documents used to create specific sections throughout Ridge at Indian Ford.

ARTICLE IV

MEMBERSHIP

4.1 MEMBERSHIP QUALIFICATIONS. Every Unit Owner shall be a member of this Ridge Association. No other membership qualification shall be required.

4.2 RIGHT TO VOTE. Every member shall have a right to vote as provided in these Bylaws and the Master Plan of the Ridge at Indian Ford. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the Master Plan and the Ridge at Indian Ford Declarations shall be joint and severable. The vote or consent of any one or more such persons shall constitute the vote or consent of the entire ownership interests, provided however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association and the vote or right of consent involved shall then be disregarded completely in determining the number of votes or consents given with respect to such matter.

4.3 OTHER RIGHTS AND PRIVILEGES. Every member of this Ridge Association in good standing shall have the right to the use and enjoyment of the Association's Common Areas, Private Ways, and recreational facilities in accordance with the provisions of the rules and regulations of the Ridge Association, and each member has the right to grant permission to his guest to use such common areas, private ways and facilities subject to such rules and regulations. The term "guest" as used herein shall exclude any business invitee which is a vendor, contractor or other person engaged in the performance of business activities while present at The Ridge at Indian Ford.

4.4 SUSPENSION OR CURTAILMENT OF RIGHTS AND PRIVILEGES. All rights and privileges attributable to membership in this Ridge Association may be suspended or curtailed by action of the Board of Directors with respect to any member who is declared by such Board to be not in good standing due to repeated or continuous violations or abuse by either such person, a member of such person's family, or a guest of such person of the Rules and Regulations of the Ridge Association, but only if such person has been first provided with at least thirty (30) days prior notice in writing setting forth therein the proposed

declaration, the grounds in support of such action, and the duration thereof. Such notice shall be forwarded to the last known mailing address of such member and shall contain a statement that the member may appeal such action, provided that such appeal is filed in writing with the Ridge Association within fifteen (15) days following the date of the notice of the proposed declaration. An informal hearing of the appeal before the Board of Directors may be granted, if requested by the member.

Whenever a suspension of membership privilege has been occasioned solely as a result of a delinquency in the payment of amounts due to the Ridge Association, such suspension shall immediately terminate upon the receipt by the Ridge Association of the full amount of the delinquency.

During any period in which a member shall be in default in the payment of any regular or special assessment or fine levied by the Association, or in violation of any rule or regulation, the voting rights of such member and/or any other membership rights of such member, may be suspended by the Board, after written notice and an opportunity to be heard, are granted to the delinquent or non-complying member, until such assessment or fine has been paid or violation remedied.

4.5 TERMINATION. Membership in the Ridge Association shall terminate upon the transfer of the fee simple title to a Unit (or a portion thereof, or a contract purchaser's interest therein effective upon the recording of such transfer on the records of this Ridge Association).

ARTICLE V

MEETINGS OF ASSOCIATION

5.1 PLACE OF MEETINGS. Meetings of the membership shall be held at the principal office or place of business of the Ridge Association or at such suitable place convenient to the membership as may be designated by the Board of Directors.

5.2 ANNUAL MEETINGS. An annual meeting of the members shall be held annually at a day and time fixed by the Board of Directors.

5.3 SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President, or upon resolution by the Board of Directors or written request of at least 25 percent of the members.

5.4 NOTICE. It shall be the duty of the secretary to mail at least 15 but not more than 60 days prior to such meeting a

notice of each annual or special meeting of members, stating the purpose of the meeting and the time and place of the meeting to each member at the address of the member in the records of the Ridge Association or the address supplied by such member to the Ridge Association for the purpose of notice.

5.5 QUORUM OF UNIT OWNERS. At any meeting of the Ridge Association the owners of 50 percent of the units, present in person or by proxy, shall constitute a quorum. The subsequent joinder of a Unit owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a Unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5.7 Voting at every meeting of the members each member present, whether in person or by proxy, shall have the right to cast one vote for each original Unit such member owns in conformance with Section 4.2. Fractional voting will not be allowed for those units having multiple ownership. The member representing each such Unit shall determine the vote of that Unit.

5.8 PROXIES. A member may vote in person or by proxy executed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership.

5.9 VOTING. The Association shall have two (2) classes of membership, Class A and Class B, as follows:

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Members if any.

Class A Members shall be entitled on all issues to one (1) vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Unit Lot; provided, however, no vote shall be cast or counted for any Unit not subject to assessment. When more than one person or entity holds such interest in any Unit Lot, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class B. Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to two votes per lot for a total of thirty-eight (38) votes; this number shall be decreased by one (1) vote for each Class A Member existing at any one time. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

(i) When the total outstanding Class A votes equal or exceed fifteen (15);

(ii) January 1, 1994; or

(iii) When in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership hereunder. At such time, the Declarant shall call a meeting, as provided in the By-laws of the Association for special meetings, to advise the membership of the termination of Class B status.

ARTICLE VI

BOARD OF DIRECTORS

6.1 GOVERNING POWERS. The power to govern the affairs of the Ridge Association shall be vested exclusively with the Board of Directors which shall be comprised of five (5) members, including developer, in good standing. Except as provided in Section 6.2 of this Article, the Directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

6.2 DIRECTORS DURING DECLARANT CONTROL. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant so long as the Class

B membership exists, as set forth herein, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be owners or residents in The Ridge at Indian Ford. After the period of Declarant appointment, all Directors must be members of the Association.

6.3 TERM. Each director shall serve a term of three years. Commencing with the year 1991, the directors shall be elected as follows: Four directors for terms of three years and one director for a term of one year. Thereafter, directors shall be elected for a term of three years to fill vacancies caused by the expiration of terms. Terms shall commence on July 1st and expire on June 30th of the third following year or until their successors are duly elected. A member may serve more than one term as a director, but no member shall serve for more than two successive terms. A director who has been appointed to serve out the remainder of any other director's term shall be eligible under this provision to serve one additional full term but shall not be entitled to serve an additional two consecutive terms.

6.4 NOMINATIONS. Prior to January 31 of each year, the Board of Directors shall approve the appointment of a Nominating Committee consisting of not less than three (3) nor more than five (5) members in good standing. At a regular meeting of the Board of Directors held in April the Nominating Committee shall submit a report for approval by the Board of Directors containing the names of candidates for election to the Board of Directors to serve as replacements for those directors whose terms will expire as of the following June 30. Such report shall also set forth the Unit designation and area of permanent residence for each of the candidates as well as a brief statement concerning the candidate's background and experience. Additional candidates may be nominated by a petition signed by not less than ten percent (10%) of the total membership, which members must be in good standing of the Ridge Association. Such petition shall be in writing, signed by each of the nominating members and filed with the Secretary not later than fifteen (15) days following the date on which the report of the Nominating Committee is made to the Board of Directors as herein before provided. All such nominations shall then be communicated to the members by the Secretary with the notice of annual meeting. Only those nominations which are made in accordance with these provisions shall be in order. There is no restriction on the total number of candidates which may be nominated.

6.5 VACANCIES. A vacant position on the Board of Directors shall be filled by a vote of a majority of the remaining directors and the director so selected shall then serve for the remainder of former director's term.

6.6 COMPENSATION. A director shall not be entitled to receive any financial compensation attributable to service as a member of the Board of Director's. A director may be reimbursed for any expense which he incurs on behalf of the Ridge Association, provided such expenditure is adequately substantiated and approved by both the President and the Treasurer.

6.7 ELECTION PROCEDURES. Cumulative voting shall not be permitted. The votes cast for each candidate shall be tallied by the Board of Directors and the candidate shall be ranked in accordance with the total number of vote cast for each candidate, the candidates receiving the highest rankings shall be deemed elected to serve as directors in accordance with the number of vacant positions to be filled.

ARTICLE VII

MEETING OF THE BOARD OF DIRECTORS

7.1 REGULAR MEETING. Immediately after each annual meeting of members the directors elected at such meeting and those holding over shall hold an organizational meeting for the purpose of electing officers as hereinafter provided and for transaction of such other business as may come before the meeting. No prior notice of such meetings shall be required to be given to the directors. The Board of Directors by resolution may establish other dates, times, and places for regular and special meetings of the Board.

7.2 SPECIAL MEETINGS. Special meetings may be called by the Chairman at the request of at least two directors or in response to a consultation request from the manager pursuant to the Master Plan or at the Chairman's discretion. These special meetings may be held at such reasonable times and places as the Chairman may determine and shall be limited to only those items of business described in the notice of such special meeting.

7.3 NOTICES. No notice need be given for regular meetings held pursuant to Section 7.1. Notice of special meetings must be given at least two day prior to the time of the meeting and shall include all business to be considered at such meeting. Attendance at a meeting shall constitute a waiver of notice thereof.

7.4 QUORUM. A majority of the directors shall constitute a quorum. Directors may take any action which is in their power without a meeting by obtaining written approval of all of the directors to such action.

7.5 CONDUCT OF MEETING. The President shall preside over

all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

7.6 OPEN MEETINGS. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

7.7 EXECUTIVE SESSION. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

7.8 ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be available as the Association office within three (3) days after the written consents of all the Board members have been obtained.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 GENERAL POWERS. The Board of Directors shall have power to exercise all powers, duties, and authority vested in or delegated to the Ridge Association and not reserved to the membership by provisions of these Bylaws, the Articles of Incorporation, and the Ridge at Indian Ford Master Plan.

8.2 POWERS OF THE MANAGER. The Board of Directors may employ or contract for a managing agent or a manager and establish compensation and to the extent it deems proper, delegate its management functions.

8.3 OTHER POWERS. The Board shall have the power to declare the office of a member of the Board of Directors vacant in the event such member shall be absent without excuse from four regular meetings of the Board of Directors. The Board shall have the power to employ employees and officials and prescribe their duties and fix their compensation.

8.4 DUTIES OF THE BOARD OF DIRECTORS. The Board shall have the power to: (a) cause to be kept a complete record of all of

its acts and the proceedings of its meetings and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Ridge Association for the past year; (b) procure and maintain adequate insurance on property owned, leased, or otherwise used by the Ridge Association; (c) cause at its discretion all officers or employees having fiscal responsibilities to be bonded with sufficient surety for the faithful performance of their official duties, the premium on any such bond to be paid by the Ridge Association; (d) to perform all other responsibilities given it by the Master Plan or any Ridge at Indian Ford Declaration.

8.5 LIABILITY AND INDEMNIFICATION OF DIRECTORS. No member of the Board or any other officer of the Association or member of any committee of the Association appointed by the Board, shall be personally liable to any member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney fees, incurred in the defense of such action, including any settlement thereof. In the event the Association is required to pay such costs, the Association shall be entitled to reimbursement from the Maintenance Fund established pursuant to the Master Plan of the Ridge at Indian Ford. The Board shall be responsible for obtaining insurance, to the extent possible, to provide indemnification provided for in this section.

8.6 PROHIBITED ACTS. The Board of Directors shall not take any of the following actions except with the written consent of a majority of the total votes of the Association, other than those of the Declarant:

(a) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(b) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(c) Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a member or

officer to be reimbursed for expenses incurred in carrying on the business of the Association;

(d) Levy special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(e) Fill a vacancy on the Board created by the removal of a Director; or

(f) Enter into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(i) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans' Administration;

(ii) A contract with a public utility company, if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(iii) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured; and

(iv) Lease agreements for laundry room fixtures and equipment of a duration not to exceed five (5) years, provided that the lessor is not an entity in which Declarant or its successors have a direct or indirect interest of ten percent (10%) or more.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint such committees as it in its discretion deems necessary to assist in the operation of the affairs of the Ridge Association. Such committees shall exercise all powers and be subject to all duties which the Board of Directors shall give them. Committee members need not be members of the Board of Directors but shall be members of the Ridge Association or employees or officers of Ridge at Indian Ford.

The Architectural Review Committee may include professional members of the Ridge Design team that are not members of the Association. A majority of the members of any committee shall recommend its procedures, subject to Board approval.

ARTICLE X

OFFICERS

10.1 RESIGNATION AND ELECTION. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer who shall be members of the Board. The Board may appoint an assistant secretary or an assistant treasurer by resolution. The officers of the Ridge Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

10.2 REMOVAL, RESIGNATION AND VACANCIES. Any officer may be removed by an affirmative vote of a majority of the members of the Board of Directors. A vacancy in any office may be filled in the manner prescribed for regular elections with the officer elected filling the remainder of the term of the officer he replaces.

10.3 PRESIDENT. The President shall preside at all meetings of the Board and the Ridge Association. He shall have all of the general powers and duties which are usually vested in the president of a corporation.

10.4 VICE PRESIDENT. The Vice President shall take the place of the President perform his duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act the board will appoint some other board member to do so on an interim basis. He shall also perform such other duties as may be delegated to him by the Board of Directors.

10.5 SECRETARY/TREASURER. The secretary shall keep the minutes of all meetings of the members of the Ridge Association and of the board; shall serve notice of any such meetings; shall keep appropriate records of the names and addresses of the Ridge Association members, and shall perform other duties incident to the office of secretary. The treasurer shall have care and custody of and be responsible for all the funds of the Ridge Association and shall deposit such funds in the name of the Ridge Association in such banks or safe deposit companies as the board may designate; shall make, sign, and endorse in the name of the Ridge Association all checks, drafts, notes, and other orders for the payment of money, and shall perform all duties incident to the office which the treasurer of the corporation normally performs. Any disbursements over the amount of \$500.00 shall

require two officers' signatures. Any disbursements over the amount of \$500.00 that is not budgeted shall require Board approval.

10.7 DELEGATION AND CHANGE OF DUTIES. In the event of absence or disability of any officer the Board of Directors may delegate during such absence or disability the powers or duties of such officer to any other officer or any directors.

ARTICLE XI

BOOKS, RECORDS, AUDITS

11.1 INSPECTION BY MEMBERS. The books, records and papers of the Ridge Association shall at all times during reasonable business hours be subject to inspection by any member or his authorized agent at the office of the Ridge Association.

11.2 AUDIT. An annual audit shall be within 90 days of the end of the close of the books/corporate fiscal year and made by a Certified Public Accountant previous to the date of each annual meeting, at which meeting such report shall be presented. A special audit shall be made at any time upon order of the Board of Directors or upon a majority vote of the members any regular or special meeting.

11.3 EXECUTION OF INSTRUMENTS. All checks, drafts, notes, bonds, acceptances, deeds, leases, contracts, and other instruments shall be signed by such person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any such general or special resolution applicable to any such instrument, then such instrument shall be signed by the Chairman.

11.4 FISCAL YEAR. The fiscal year of the Association shall be November 1st through October 31st.

ARTICLE XII

AMENDMENTS

These Bylaws may be amended by a majority of the members of the Board of Directors.

ARTICLE XIII

MISCELLANEOUS

13.1 NOTICES. All notices to the Ridge Association or to

the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Ridge Association, or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Unit owner shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors.

13.2 WAIVER. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

13.3 CONFLICTS. These Bylaws are intended to comply with the Oregon non-profit corporation law, the Master Plan of The Ridge at Indian Ford, County Ordinances and the Articles of Incorporation. In case of an irreconcilable conflict, such statute, documents and county ordinances shall control over these Bylaws.

13.4 PARLIAMENTARY AUTHORITY. The parliamentary rules contained in Robert's Rules of Order shall govern in all cases where they do not conflict with any other rules of procedure adopted by this corporation.

ARTICLE XIV

FINES AND PENALTIES

The Board of Directors may provide for the imposition of fines or penalties to be levied or assessed against any member or his guest for violations by such persons of the Master Plan, a Section Declaration, or the Rules and Regulations of the Ridge Association, provided that every such member or guest shall be given a reasonable opportunity to protest or appeal the imposition of such fine or penalty before the Board of Directors or its representative, and, further provided, that such fine or penalty shall be reasonable and commensurate with the nature of the offense. The schedule of fines and penalties need not be set forth in the rules and regulations of the Ridge Association, but a copy thereof must be available for inspection by any member at the principal office of the Ridge Association.

ARTICLE XV

GRIEVANCES AND APPEALS

15.1 APPEALS. Any resident, owner, or guest of such resident or owner may file a written appeal with the Board of

Directors with respect to the imposition of a fine or penalty for a rules violation; a decision or order of the Architectural Review Committee; an alleged failure of the Architectural Review Committee to perform a duty; or to compel or enjoin further action by any party alleged to be acting in violation of, or failing to act in accordance with the Association's Master Plan, a Section Declaration, the Bylaws, or Rules and Regulations, provided that the party filing such appeal has first complied with the grievance procedures as set forth in the Association's Rules and Regulations.

15.2 APPEALS PROCEDURES. The procedure for filing such appeals will be set forth in the Rules and Regulations of the Ridge Association. The objective of these procedures shall be to provide an aggrieved party with adequate opportunity to be heard in an informal proceeding without the necessity or inconvenience of costly litigation to either party.

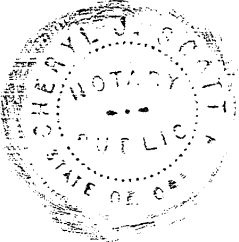
These Bylaws adopted the 25th day of June, 1991.

THE RIDGE AT INDIAN FORD
ASSOCIATION, an Oregon
corporation,

By: Steven E. McGhehey
Steven E. McGhehey
President

STATE OF OREGON)
:
County of Deschutes)

On this July day of June, 1991, personally appeared before me Steven E. McGhehey, who, being duly sworn, did say that he is the President of the THE RIDGE AT INDIAN FORD ASSOCIATION, and that said instrument was signed in behalf of said association by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.



Cheryl J. Scott
Notary Public for Oregon
My Commission expires: 6-9-93

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

- 14 - BYLAWS (RSL:RIDG07)

91 JUL -1 PM 4:57

MARY SUE PENHOLLOW
COUNTY CLERK

BY: BB DEPUTY
NO. 91-18560 FEE 70-
DESCHUTES COUNTY OFFICIAL RECORDS