

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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BYLAWS
OF
SUMMIT RIDGE HOMEOWNERS ASSOCIATION

ARTICLE I

BYLAWS
OF
SUMMIT RIDGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The initial name of the corporation is Summit Ridge Homeowners Association. The principal office of the corporation shall be located at 69825 PINE SUMMIT RD but meetings of members and Directors may be held at such places within Deschutes County, Oregon, as may be designated by the Board of Directors.

ARTICLE II

PURPOSE

The purpose of these Bylaws is to facilitate the administration of Summit Ridge Homeowners Association which is governed by the Declaration Establishing Covenants, Conditions, Restriction, Reservations and Easements for Summit Ridge, as recorded in the Deschutes County Records. In the case of any conflict between the Declaration of these Bylaws, the Declaration shall control.

ARTICLE III

DEFINITIONS

These Bylaws are subject to the definitions contained in Section 1 of the Declaration.

ARTICLE IV

MEMBERSHIP

Terms governing membership, voting of members, meetings of members, and rights and duties of members are contained in Sections 2.2 and 2.3 of the Declaration.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Powers. The business of the Association shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Articles of Incorporation.

Section 5.2 Number. Until the number is changed by resolution of the Association at any time, and from time to time, the Board shall consist of one (1) Director.

Section 5.3 Election and Term of Office. Directors shall be elected at the Annual Meeting of the Members, except as provided in Sections 5.4 and 5.5 of this Article. At each meeting of Members for the election of Directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of Directors to be elected, shall be the successor is elected and qualified, or until his earlier resignation by written notice to the Secretary of the Corporation, or until his removal from office.

Section 5.4 Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the Directors then in office, through less than a quorum of the board of Directors. A Director elected to fill a vacancy shall be elected until the next Annual Meeting of the members. If there are no Directors in office, then any Officer or any member of an executor, administrator, trustee or guardian of a member or other fiduciary entrusted with

like responsibility for the person or estate of a member, may call a Special meeting of members for the purpose of electing a new Board of Directors.

Section 5.5 Removal. At a Special meeting of the Members, duly called expressly for that purpose as provided in these Bylaws, any Director or Directors, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of Directors, may be removed from office, either with or without cause, and the remaining Directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

Section 5.6 Place of Meetings. Meetings of the Board of Directors of the Corporation, regular or special, may be held either within or without the State of Oregon.

Section 5.7 Regular Meetings. The Board of Directors shall hold a Regular meeting each year immediately after the Annual meeting of the Members at the place where such meeting of the Members was held for the purpose of election of officers and for the consideration of any other business that may be properly brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for such Regular Meeting shall be necessary.

Section 5.8 Special Meetings. Special meetings of the Board of Directors may be called by any two Directors, the Chairman of the Board or the President or Secretary on two (2) days' notice to each Director, either personally or by mail or by telegram. Notice of any Special meeting of the board of Directors need not be given to any Director who signs a Waiver of Notice either before or after the meeting. Attendance by a Director at a Special Meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such Special Meeting is not lawfully convened.

Section 5.9 Quorum. A majority of all the Directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of Directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5.10 Written Consent. Any action of the Board of Directors or of any committee thereof, which is required or permitted to be taken at a Regular or Special Meeting, may be taken without a meeting if consent in writing, setting forth the action so to be taken, signed by all of the members of the board of Directors or of the committee, as the case may be, is filed in the minutes of the proceedings of the board of Directors or committee.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 6.1 Enumeration of Officers. The officers of this Corporation shall be a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 6.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.3 Term. The Officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 6.4 Special Appointments. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 6.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.4.

Section 6.8 Duties. The duties of the Officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice President. The Vice President, if any, shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses, and perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by Resolution of the board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; and shall prepare an Annual Budget and a Statement of Income and Expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

ARTICLE VII

COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the Bylaws of the Corporation shall be available for inspection by any member at the principal office of the Corporation where copiers may be purchased at reasonable costs.

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended, repealed or added to by the vote of two-thirds (2/3) of the members present at any Regular Meeting of the members, or at a Special Meeting of the Members called for that purpose, provided a quorum is present at such meeting.

ARTICLE X

INDEMNIFICATION

Section 10.1 General. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of that fact that he or she is or was a Director or Officer, he or she is or was serving at the request of the Corporation as a Director, Officer, employee or Agent of another corporation or a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, Officer, employee or Agent or in any other capacity, shall be indemnified and held harmless by the Corporation to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, and all amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, employee or Agent and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made to or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Article or otherwise, which undertaking may be unsecured and may be accepted without reference to financial ability to make repayment.

Section 10.2 Non-exclusive. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Declaration, Bylaws, agreement, vote or disinterested Directors or otherwise.

Section 10.3 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or Agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss. The Corporation may enter into contracts with any Director or Officer of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 10.4 Interim Payments. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation

ARTICLE XI

ADOPTION

THESE Bylaws are effective this 28th day of July, 2005, by the Declarant pursuant to the Declaration. 28th

SUMMIT RIDGE
HOMEOWNERS ASSOCIATION

By: unruud

By unruud

Gen. Part. Summit Ridge

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SUMMIT RIDGE DESCHUTES COUNTY, OREGON

The primary purpose of these restrictions is to ensure the development and maintenance of a spacious, single-family residential area where liberal yards and open space ensure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of Summit Ridge.

The undersigned, being the sole owner of the property described above, in order to provide for the objective set out in the above statement of purpose, does hereby subject said property, and each division or part thereof, to the following building and use restrictions:

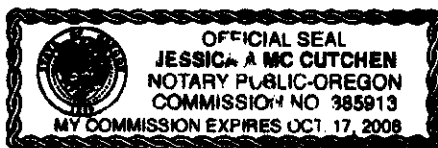
1. **USE:** Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property.
2. **SPECIFICATIONS:** No more than one detached single-family dwelling not to exceed one story in height, nor more than one three

STATE OF OREGON,

County of Deschutes } ss.

On July 25, 2005 before me personally appeared William R. Wood as
general partner of Summit Ridge,
whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was
executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Jessica A. McCutchen
Notary Public for Oregon
My commission expires 10/17/08

car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylights, split-entry and split-level types, shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling 850 square feet excluding the garage.

Each home will be located on each parcel so as to keep as compatible as possible with the natural surrounds and with other houses.

3. All structures erected shall be of new construction and may not be moved in from a point outside the property.
 - a. Material Guidelines:
 - (1) Exterior sidings shall be of the OSB, cedar or other real woods. (LP inner seal, cottage lap, bevel cedar, etc.)
 - (2) T1-11 is acceptable (plywood or cladwood) on back side and right and left sides. Fronts to be sided with material as stated above.
 - (3) Exterior paint colors shall harmonize with the surrounding area and all colors are subject to approval by the design control committee.
4. TIME OF CONSTRUCTION: All buildings constructed must be completed within nine (9) months from the date construction commences.
5. LANDSCAPE TIMING: All front yards to be landscaped by closing, and back yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than forty percent (40%) of the front yard to be in grass. Natural landscaping will be permitted where deemed appropriate by the Design Control Committee provided that weeds are not prevalent. The use of gravel and cinders will generally not be acceptable "landscaping materials" except as approved for parking strips and paths that are approved by the Design Control Committee. The type and color of gravel/cinder materials used must also be approved.
6. SETBACKS: setbacks shall conform to governmental regulations with Variances allowable when approved by the regulating body.
7. DRIVEWAYS: All driveways shall be concrete.

8. **TREES:** All trees will be left standing, with the exception of those needing removal for the purpose of home construction. Every effort shall be made to situate the house on the lot so as to retain trees.
9. **CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS:** No person or lot owner shall construct or reconstruct any improvements on any lot including but not limited to fence construction and the cutting or removal of trees, install or utility, outside antenna, or other outside wire on a lot unless such lot owner has first obtained the consent thereto of the Design Control Committee. Alternative energy uses and their designs are also subject to the approval of the Design Control Committee.
10. **GARAGES:** All homes must have a double garage. Anything larger than a triple garage must meet with the approval of the Design control committee.
11. **ROOFS:** All roofs must be composed of ARC 80-25 year roofing, masonite shakes, cedar shakes or shingles. Tile roofs are acceptable when deemed appropriate by the Design Control committee. Roofs shall overhang all wall sections for a minimum of 18 inches. On sections where gutters are employed, down spouts must be included.
12. **DESIGN CONTROL:** The developers of Summit Ridge, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within Summit Ridge not to construct or alter any improvement on their site until:
 - (1) The Owners have submitted to the developers, one complete set of plans and specifications therefore in form satisfactory to developers, showing in so far as appropriate (i) the size and dimensions of the improvements, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, (vii) the landscaping arrangements, and (viii) fence design.
 - (2) Such plans and specifications have been approved in writing by the developers.

Approval of said plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained in this declaration, but also because of the reasonable dissatisfaction of the developer with the grading and drainage plan, the location of the structure of the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvements or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because, in the reasonable judgment of the developers, it would render the proposed improvement inharmonious or out of keeping with Summit Ridge's objectives or the improvements erected on other homesites.

13. **CLEANLINESS:** Each parcel and its improvements shall be maintained in a clean and attractive condition in good repair and in such a fashion as not to create fire hazard or visual pollution.
14. **SCREENING:** All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities including wood storage shall be screened from view from neighboring parcels.
15. **DUMPING:** No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near an Eagle nest.
16. **DRILLING OR MINING:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. There shall be no excavation on any of the parcels for gravel or cinders.
17. **MOBILE HOMES:** Mobile homes of any kind are not permitted in Summit Ridge for residential purpose.
18. **RECREATIONAL/UTILITY VEHICLE STORAGE:** The storage of motor homes, boats, trailers, utility trailers, recreational vehicles, etc.

are permitted providing conformance with the following restrictions:

- (1) Subject vehicles must be stored on the property and behind front of home.
 - (2) Vehicles should be stored on concrete, pavement, or approved gravel or cinder parking strips and not on grassy areas where overgrowth causes unsightly conditions.
 - (3) Vehicles must be in good repair or screened from visibility from neighbors. (Old cars, race cars or any other trailers, motor homes, boats, recreational vehicles etc, which are being "restored", "repainted", or otherwise "worked-on" for extended periods of time, and/or which would be considered "unsightly" must not be visible from the street.)
19. TEMPORARY RESIDENCE: No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a building as his construction shack may be built or moved on for the duration of the construction period.
 20. SIGNS: No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", or one used by a building to advertise that property during construction and sales period. No sign shall be larger than five (5) square feet, other than that furnished by the subdividers or their agents. One non-commercial sign will be permitted for each building site. Text shall be limited to the owner's name and the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding four (4) inches in height.
 21. UTILITIES: No above-ground utilities, pipes, delivery poles, or wire shall be used to connect improvements with supplying facilities.
 22. OFFENSIVE ACTIVITY: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house other than building on Summit Ridge shall not be considered an offensive activity.
 23. FIREARMS: The shooting of firearms on the premises is prohibited.

24. **PETS:** The shooting of firearms on the premises is prohibited.
25. **ENFORCEMENT:** These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Summit Ridge. It is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.
26. **TERM:** These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land, and all persons claiming by, through, or under them until the year 2020, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of majority of the then owners of the parcels.
27. **INVALIDATION:** Invalidations of any one of the foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.
28. **BINDING:** The foregoing conditions and restrictions shall bind and insure the benefit of each of the owners or occupants of any portion of Summit Ridge and each of their legal representatives, heirs, successors or assigns. Failure, either by the owners above names or their legal representative, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.
29. **OMMISSION OR CONFLICT:** When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the developer shall govern in determining which rules are the strictest.
30. **ASSOCIATION.**
- 30.1 Organization. Declarant or Declarant's successor or assigns shall, organize the Association as a nonprofit mutual benefit corporation under the Oregon Nonprofit Corporation Act. Such Association, its successors and assigns, shall be organized under the name Summit Ridge Homeowner's Association or such other similar name as

Declarant or Declarant's successors or assigns shall designate and shall hold title to Common Areas, Private Streets and have the powers and obligations set forth in this Declaration for the benefit of Summit Ridge and all Owners or property located herein.

30.2 Membership. Every Owner of one or more Lots shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership, be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

30.3 Board of Directors. A board of directors shall be elected by the membership to administer the affairs of the Association by such procedure as specified in the Association's Bylaws. The powers and duties of the Board are also delineated in the Bylaws of the Association.

30.4 Rules and Regulations. In the exercise of the powers and in the performance of its obligations, the Board may adopt, amend or repeal rules and regulations to provide for the manner in which all areas and classifications of property within Summit Ridge are to be used. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery.

- a. Approval. A petition signed by 15 percent of the Owners proposing adoption of a rule or amendment or repeal of an existing rule applying to the above areas must be considered by the Board. The Board, at its discretion, may approve, reject or abstain from acting on the proposals contained in such petition. In the event that the Board does not approve a petition duly and properly submitted, the petitioners may demand a vote of the Owners in accordance with the following: upon and pursuant to a second submission of the petition in original form but bearing the signatures of 50% of the Owners, the Board shall submit the proposals contained in such petition to a vote of all Owners. The proposals contained in such petition shall be adopted upon their approval in writing by a majority of the owners who vote with respect to such petition. Such approval shall be valid only where votes shall have been cast by at least one-half of

those Owners eligible to vote or their duly authorized proxies.

b. Authority. The Summit Ridge Rules and Regulations may, among other things, but without limitation on the Board's authority as provided for above, provide for any of the following:

- (1) For the times and manner in which owners, their lessees and guests may use the space within Common Areas.
- (2) For charges for services to be supplied by the Association.
- (3) For the control of noise, control of litter and disposal of trash and for the personal conduct of Owners, their lessees and guests, and their pets, while in Summit Ridge.
- (4) For the conditions upon which the guests of Owners and lessees in Summit Ridge will be entitled to access to Common Areas.
- (5) For enforcement procedures, including a schedule of fines and appeal rights to enforce any of the provisions of this Declaration, the Bylaws and the Rules and Regulations.
- (6) For any other rule or regulation that the Board determines to be appropriate for regulating the use and enjoyment of Summit Ridge.

30.5 Voting Rights. Voting rights within the Association shall be allocated as follows:

- a. Lots. Lots shall be allocated on vote per Lot, except as provided in Section 30.5(b) with respect to the Class B member.
- b. Classes of Voting Membership. The Association shall have two classes of voting membership:
 - (1) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to voting rights for each Lot owned, computed in accordance with Section 30.5(a) above. When more than

one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(2) Class B. The Class B member shall be Declarant and shall be entitled to nine times the voting rights computed under Section 30.5(a) for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When seventy-five percent (75%) of the Lots in the final phase of development of Summit Ridge have been sold and conveyed to Owners other than Declarant; or
- b. At such earlier time as Declarant may elect in writing to terminate Class B membership.

30.6 Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties and obligations:

- a. The powers, duties and obligations granted to the Association by this Declaration, including the right to enter contracts with third parties for administration and management of the Association.
- b. The powers, duties and obligations of a mutual benefit nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either or both may be amended from time to time.
- c. Construction and subsequent maintenance of such improvements on the private streets, common areas and any other Association-owned areas as it deems will be of benefit to the Owners, their guests and tenants, including the right to enter into contract with third parties to perform such services.
- d. Enforcement of all covenants and restrictions contained in this Declaration and the Bylaws of the Association.

- e. Payment of all ad valorem taxes and assessments imposed on any of the private streets, Common Areas or Association-owned areas within Summit Ridge.
- f. Provision of such services to the Owners as the Association shall deem to be appropriate and of benefit to the Owners.
- g. Procurement and maintenance of property and liability insurance reasonable and necessary to protect the Association's interest in its assets. Such insurance shall also provide appropriate coverage for the directors and officers of the Association while in the performance of their duties on behalf of the Owners.
- h. Collection of assessments, fees, and penalties, including the right to enter into contracts with third parties for the performance of these services.
- i. Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the owners within Summit Ridge.
- j. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the Oregon Nonprofit Corporation Act. All decisions made by the Board pursuant to the grant of powers in these covenants, conditions and restrictions shall be final. All such decisions shall be binding on Lot Owners absent fraud, bad faith or failure to exercise honest judgment.

30.7 Liability. Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner or any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board Member has acted in good faith in accordance with the actual knowledge possessed by him.

30.8 Interim Board; Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors or more, who shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice of purpose to turn over administrative responsibility for Summit Ridge to the Association no later than one hundred twenty (120) days after Lots representing seventy-five percent (75%) of all the votes in all phases of Summit Ridge computed in accordance with Section 7.5 above have been sold and conveyed to Owners other than Declarant. If Declarant does not call a meeting as required by this Section within the required time, the Transitional Advisory Committee described herein or any Owner may call a meeting and give notice as required in this Section. At the turnover meeting, the interim directors shall resign and their successors shall be nominated and elected by the Owners and Declarant as provided in the Bylaws of the Association.

30.9 Transitional Advisory Committee. Declarant or Owners shall form a transitional advisory committee (the "Transitional Advisory Committee") to provide for the transition from administrative responsibility by Declarant of Summit Ridge to administrative responsibility by the Association. No later than the sixtieth (60) day after the Declarant has conveyed to Owners other than Declarant Lots representing fifty percent (50%) of the votes of all phases in Summit Ridge computed in accordance with Section 7.5 above, Declarant shall call a meeting of Owners for the purpose of selecting the Transitional Advisory Committee. The Transitional Advisory Committee shall consist of three or more members. The Owners, other than Declarant, shall select two or more members. Declarant may select no more than one member. The Transitional Advisory Committee shall have reasonable access to all information and documents which Declarant is required to turn over to the Association under ORS 94.616.

- a. Declarant Failure to Call Meeting. An Owner may call a meeting of Owners to select the Transitional Advisory committee if the Declarant fails to do so as provided above.
- b. Owners' Failure to Select Members. Notwithstanding the foregoing, if the Owners do not select members for the Transitional Advisory Committee as described above, Declarant shall have no further obligation to form the Transitional Advisory Committee.

c. Turnover Meeting. The requirement for formation of a Transitional Advisory Committee shall not apply once the turnover meeting specified in Section 30.8 above has been held.

- 30.10 Declarant Control After Turnover. After the turnover meeting described above, Declarant shall continue to have the voting rights described in Section 30.5(b) above. In addition, a majority of the Board of Directors of the Association shall be elected by Declarant, as a Class B member, with the balance of the Board of Directors elected by the Class A members. After termination of Class B membership, all directors shall be elected by the Class A members.
- 30.
31. These restrictions may be amended or modified at any time by the affirmative vote of two-third, of the then owners, of the parcels in Summit Ridge. For this purpose, the record owner of each parcel of the land described above shall be entitled to one vote.

Dated this 24th day of July, 2005

Summit Ridge Homeowners Association

By: William R. Wood
William R. Wood

By: William R. Wood
William R. Wood, General Partner

STATE OF OREGON,

County of

Deschutes

} ss.

On

July 25, 2005

DATE

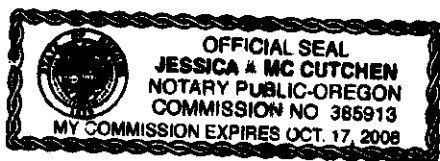
before me personally appeared

William R. Wood

as general partner of Summit Ridge

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Jessica A. McCutchen
Notary Public for Oregon

My commission expires

10/17/08