



Secretary of State
Corporation Division
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www.sos.state.or.us/corporation/corphp.htm

Registry Number: 141635-96
Type: DOMESTIC NONPROFIT CORPORATION

THREE PINES OWNERS ASSOCIATION, INC.
SAJ JIVANJEE
9055 SW BEAVERTON-HILLSDALE HWY
PORTLAND OR 97225

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document

ARTICLES OF INCORPORATION

Filed On
04/07/2003

Jurisdiction
OREGON

Nonprofit Type
MUTUAL BENEFIT WITH
MEMBERS

Name

THREE PINES OWNERS ASSOCIATION, INC.

Registered Agent

SAJ JIVANJEE
9055 SW BEAVERTON-HILLSDALE HWY
PORTLAND OR 97225

RACGAM
ACK
04/07/2003

141635-96 THREE PINES OWNERS ASSOCIATION, INC.

FILED

APR - 7 2003

OREGON
SECRETARY OF STATE

ARTICLES OF INCORPORATION

The undersigned corporation acting as incorporator under the Oregon Nonprofit Corporation Law, adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of this corporation is **Three Pines Owners Association, Inc.** (hereinafter called the "Association").

ARTICLE II - PURPOSES

This corporation is a mutual benefit, membership corporation. The purposes for which the Association is organized are to provide for the management, maintenance, protection and preservation of property in Three Pines, P.U.D., a planned unit development in the City of Bend, Oregon, and to promote the health, safety, welfare and other general benefit of its members, not for profit, but for the mutual advantages to be derived therefrom as contemplated in the Declaration of Covenants, Conditions and Restrictions for Three Pines recorded or to be recorded in the Deed Records of Deschutes County, Oregon, as the same may be subsequently amended or supplemented by instruments of record (the "**Declaration**"). Except as otherwise provided in these Articles, the definitions contained in the Declaration are hereby adopted by reference.

ARTICLE III - POWERS AND DUTIES

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 the Declaration.
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.
- (c) The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act.
- (d) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Property.

ARTICLE IV - REGISTERED OFFICE AND AGENT

4.1 **Registered Office and Agent.** The street address of the initial registered office of the Association is 9055 S.W. Beaverton-Hillsdale Highway, Portland, OR 97225 and the name of its initial registered agent who shall be amenable to service of process at such address is **Saj Jivanjee**.

4.2 **Principal Office.** The principal office and mailing address to which the Office of the Secretary of State may mail notices as required by law is 9055 S.W. Beaverton-Hillsdale Highway, Portland, OR 97225.

ARTICLE V - DIRECTORS

The powers of the Association shall be exercised and its properties controlled and its affairs conducted by a board of directors elected or appointed as provided in the Declaration and Bylaws.

ARTICLE VI - INCORPORATOR

The name and address of the incorporator is:

Three Pines, L.L.C.
9055 Beaverton-Hillsdale Highway
Portland, OR 97225

ARTICLE VII - DISSOLUTION

In the event that the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

ARTICLE VIII - MEMBERSHIP AND VOTING RIGHTS

8.1 **Membership.** Every Owner of one or more Lots in Three Pines, P.U.D. shall, immediately upon creation of the Association and thereafter during the entire period of such 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.

8.2 **Voting Rights.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. 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.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When Declarant has completed development of all Lots within Three Pines, P.U.D. as permitted by the City of Bend Master Plan approval and ninety-five percent (95%) of the Lots as permitted by the master plan have been sold and conveyed to owners other than Declarant or a successor Declarant;

(b) At such earlier time as Declarant may elect in writing to terminate Class B membership.

ARTICLE IX - LIABILITY AND INDEMNIFICATION

Neither a member of the Board of Directors nor an officer of the Association shall be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, if any, and its officers and employees, shall not be liable to the owners or any third parties on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

ARTICLE X - AMENDMENT

10.1 **Approval Required.** These Articles, or any provision thereof, may be amended or repealed by the vote or written consent of Owners representing not less than a majority of the voting rights of the Association, together with the written consent of the Class

B member, if such Class B membership has not been terminated as provided herein. In no event shall an amendment under this section create, limit or diminish special declarant rights without Declarant's written consent. Notwithstanding such vote, the provisions hereof shall not be amended so as to be inconsistent with the Declaration; if inconsistent, the Declaration shall be amended as provided in Section 14.2 thereof.

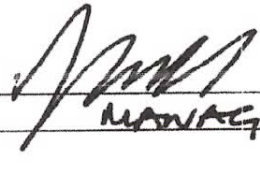
10.2 **Regulatory Amendments.** Notwithstanding the provision of Section 10.1 above, until the Turnover Meeting has occurred, Declarant shall have the right to amend these Articles in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration; the United States Department of Veterans Affairs; the Farmers Home Administration of the United States; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association voting in person, by proxy or by ballot at a meeting or ballot meeting of the Association at which a quorum is represented.

DATED: MARCH 27, 2003.

THREE PINES, L.L.C., an Oregon limited liability corporation

By _____

Its _____


MANAGING MEMBER

