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I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



Name of Transaction: Bylaws of Dry Creek Airpark Homeowners Association  
Owner: Dry Creek Airpark Homeowners Association  
After recording, return to: Dry Creek Airpark Homeowners Association  
2525 S.E. Pilot Drive  
Prineville, Oregon 97754

**AMENDED AND RESTATED BYLAWS  
OF  
DRY CREEK AIRPARK HOMEOWNERS ASSOCIATION UPDATED AS OF  
OCTOBER 15, 2016 MEETING**

Originally recorded on January 29, 2008 at Microfilm # 2008-226402 at Crook County Deed Records  
Amended October 17, 2009 Scanned # 2010-238479 Crook County Deed Records  
Amended October 29, 2011 Scanned # 2012-254862 Crook County Deed Records  
Amended October 26, 2013 Scanned # 2014-265300

The following Bylaws have been approved by the Owners of Dry Creek Airpark. These Bylaws comply with ORS 94.625 (Formation of Homeowners Association; Adoption of Initial Bylaws), amended or adopted under ORS 94.630 (Powers of Association) and provide for the following:

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the terms defined in Article I hereunder shall, for all purposes of this instrument have the meaning herein specified.

Assessment. Any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of the Covenants or this instrument or the provisions of ORS 94.550 to 94.783.

**Association.** The term "Association" shall mean Dry Creek Airpark Homeowners Association.

**Blanket Encumbrance.** A trust deed or mortgage or any other lien or encumbrance, mechanics' lien or otherwise, securing or evidencing the payment of money and affecting more than one Lot in Dry Creek Airpark.

**Board.** The term "Board" shall mean the Board of Directors of the Association.

**Covenants.** The term "Covenants" shall mean the Dry Creek Airpark Amended Covenants and Restrictions dated March 1, 2000 and all subsequent amendments and supplements thereto, filed in the office of Crook County Clerk, Prineville, Oregon

**Bylaws.** The term "Bylaws" shall mean this instrument as it may be amended from time to time pursuant to the provisions of this instrument.

**Common Area.** The term "Common Area" shall mean all real property, including roadways, streets, tennis court, well, pump house, gated entrances, taxiways, and airstrip facilities owned or maintained by the Association for the common use and enjoyment of the Owners.

**Common Expenses.** Expenditures made by or a financial liability incurred by the Association, including any allocations to the reserve account under ORS 94.595.

**Common Property.** Any real property or interest in real property within Dry Creek Airpark which is owned or leased by the Association or owned as tenants in common by the Owners, or designated in the Covenants and Declaration for transfer to the Association. "Common property" does not include any Lot designated on the plat or in the Covenants or Declaration for ownership by a person other than the Association.

**Declaration.** The instrument described in ORS 94.580 which establishes a planned community and any amendments to the instrument; specifically that certain Plat of Dry Creek Airpark Planned Unit Development recorded in the Plat Records of the County of Crook, State of Oregon on July 28, 1999.

**Director.** The term "Director" shall mean a member of the Board.

**Dry Creek Airpark.** A private, restricted airpark which is a planned unit development recorded in the Plat Records of the County of Crook, State of Oregon on July 28, 1999.

**Lot.** The term "Lot" shall mean any one of the 42 lots defined in the Dry Creek Airpark Planned Unit Development Plat filed with the Crook County Clerk, Prineville, Oregon.

**Member.** The term "Member" shall mean and refer to any Owner who by virtue of holding title to any Lot is a Member of the Association.

**Owner.** The owner or owners of any Lot in Dry Creek Airpark, unless otherwise specified, but not including a person holding only a security interest in a Lot.

**Planned Community.** Any subdivision under ORS 92.010 to 92.190 which results in a pattern of ownership of real property and all the buildings, improvements and rights located on or belonging to the real property, in which the Owners collectively are responsible for the maintenance, operation, insurance and property taxes relating to any common property of the Planned Community or for the exterior maintenance of any property that is individually owned; specifically Dry Creek Airpark Planned Unit Development.

**Purchaser.** Any person who, by means of a voluntary transfer, acquires a legal or equitable interest in a Lot, other than as security for an obligation.

**Purchaser for Resale.** Any person who purchases more than two Lots for the purpose of resale whether or not the Purchaser for Resale makes improvements to the Lots before reselling them.

**Rules and Regulations.** The term "Rules and Regulations" shall mean the Rules and Regulations as adopted by the Association pursuant to the Covenants and this instrument, as they may be amended from time to time.

**Unit.** A building or portion of a building located upon a Lot in Dry Creek Airpark and designated for separate occupancy or ownership, but does not include any building or portion of a building located on Common Property.

**Votes.** Each Lot shall be allocated one vote pursuant to the Declaration under ORS 94.580.

## ARTICLE II GENERAL

### SECTION 1: Meetings

- A. Notification: Notice of all Annual Meetings and any other meetings of the Association will be by mail at least ten days prior to the meeting. In accordance with ORS 94.655 the presence in person or by proxy of 33% of the Members shall constitute a quorum at any meeting of the Association.
- B. Annual Meetings and Election of Directors: An Annual Meeting shall be held in October of each year. At such meetings the Directors shall be elected by secret ballot of the Members and other business may be transacted as may properly come before the Association. These meetings shall be open to all Members in accordance with ORS 94.640(7).
- C. Location of Annual Meetings: The Annual Meetings shall be held at Dry Creek Airpark or as determined by the Board.

SECTION 2: Proxy A Member may designate a person (who need not be an Owner) to act as the Member's proxy at any meeting. Proxies can Vote and take any other action normally associated with the privileges of a Member. The designation of any proxy vote by the member shall be made in written form to the Secretary of the Board in advance of the meeting, or at any time during the meeting by the Member designating such proxy, and must be dated with effective date and the duration of the proxy (per ORS). This shall be revocable at any time upon written notice to the Secretary.

### SECTION 3: Election of Directors

- A. Election of the Board will be from among the Members. The Board will be made up of five Directors, any three of which will constitute a quorum at any Board meeting.
- B. The Directors will decide among themselves who will serve in which office. The Officers are President, Vice-President, Secretary, Treasurer, and, Member-at-Large.
- C. New Directors elected will officially commence their respective terms in office starting on the first day of January immediately following the Association Annual Meeting. The period of time following election of new Directors and January 1 will be used by the Board to make administrative and procedural changes necessary to seat a new Board. Incumbent Directors will continue to govern the Board through December 31.

SECTION 4: Terms of Office for Directors The Directors shall be elected by the Members and shall serve for 3-year terms.

SECTION 5: Compensation of the Board No Director shall receive any compensation for acting as such, except for reimbursement of necessary and duly incurred expenses.

SECTION 6: Liability The Directors shall not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad

faith. The Association shall and does indemnify and hold harmless each Director against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Covenants or contrary to these Bylaws.

Every agreement made by the Board on behalf of the Association shall provide that the Directors are acting only as agents for the Association, that each Director shall have no greater personal liability than as an Owner, and that an Owner's liability shall be limited to that proportion which the number of Lots owned by the Owner bears to the total number of Lots.

#### **SECTION 7: Description of Officers' Positions**

A. President: The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are incidental to the office of President. The President may appoint committees from time to time from among the Members as the President in his or her discretion may decide are appropriate in order to assist in the conduct of the affairs of the Association. The President is a Director.

B. Vice-President: The Vice-President shall take the place of the President and shall perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, then the Board shall appoint a Director to act in place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be delegated by the Board or by the President. The Vice-President is a Director.

C. Secretary: The Secretary shall keep the minutes of all meetings for the Association and of the Board and shall have charge of such books and papers as the Board may direct. The Secretary shall keep and maintain the correspondence of the Association and shall perform all duties incidental to the office of Secretary. The Secretary is a Director.

D. Treasurer: The Treasurer shall have the responsibility for all funds and securities of the Association. The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board and shall perform all duties incidental to the office of Treasurer. The Treasurer is a Director.

E. Member-At-Large: The Member-at-Large shall perform such other duties as shall from time to time be delegated by the Board or by the President and shall perform all duties incidental to the office of Member-at-Large. The Member-at-Large is a Director.

#### **SECTION 8: Removal of a Director**

A. Removal of a Director: The Members may remove a Director, with or without cause, by a majority Vote of the entire Membership, a minimum of 22 votes. The vote is to be held at a meeting of the Dry Creek Airpark Homeowners Association, where Members not present may designate a proxy in writing. No removal of a Director is effective

unless the matter of removal is an item on the agenda and stated in the notice for the meeting required under ORS 94.650. The Board must hold such meeting within 30 days of receiving a formal request by six (6) members.

**B. Non-Owner:** Should a Director cease to become an Owner then s/he cannot serve as a Director thereafter.

**C. Resignation:** A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time as specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**D. Director Restrictions:** In the interest of protecting the HOA, any Dry Creek Airpark Property Owner who is a plaintiff in a legal action against the HOA may not serve on the Board of Directors of Dry Creek Airpark Homeowners Association until the lawsuit, including any appeal process, has a final written decision by the Court. Any Member serving on the Board at such time as they become a Plaintiff in such action shall submit their resignation immediately or be removed by the Board without a membership vote as per Section 8(A).

**SECTION 9: Rules and Regulations Governing Operation of Common Property** The Board shall have the authority to amend the Rules and Regulations relating to the use; upkeep or preservation of Dry Creek Airpark which amendment shall require the ratification by the Members at the next Association meeting before taking effect.

**SECTION 10: Collection of Common Expenses** Payment of each Owner's share of common expenses will be timely made to the Dry Creek Home Owners Association within 60 days of billing.

**SECTION 11: Insurance Coverage** Insurance coverage in accordance with ORS 94.675 and 94.685; specifically:

(1) The Board of Directors of an Association shall obtain;

(a) Insurance for all insurable improvements in the common property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance shall cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard if the insurance is available at reasonable cost; and

(b) A public liability policy covering all common property and all damage or injury caused by the negligence of the association.

(2) Premiums for insurance obtained under this section shall be a common expense of the association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

(3) It is the owner's discretion as to what, if any, insurance is to be carried on improvements to their private lot.

(4) Insurance secured by the HOA to cover common property does not provide coverage for and is not available to cover damages to any lot owner's private property, nor is the private lot owner's insurance available to cover losses incurred by the HOA on common property.

**SECTION 12: Runway Access** Pursuant to the Declaration the runway access shall be limited to aircraft and authorized maintenance and emergency vehicles.

**SECTION 13: Amending Bylaws** This instrument may require no greater than an affirmative majority of Votes (a simple majority of Votes) in order to amend any provision hereof. Any proposed Bylaw amendment shall require a 30-day written notice to Members before a Vote may be held.

**SECTION 14: Architectural Review Appeal** Providing the architectural plans meet the CC&R's for Dry Creek Airpark, the applicant may submit an appeal of the Architectural Review Committee in writing to the Secretary of the Board within 30 days of the Architectural Review Committee's decision. The Board shall meet after 10 days of receipt of the appeal and a decision made within 30 days from when the appeal was filed with the Secretary.

## **ARTICLE III**

### **Powers and Duties of the Board of Directors In accordance with ORS 94.640 (5)**

**SECTION 1: Acting on behalf of the Association** The Board shall act on behalf of the Association except as limited by the Covenants, Declaration and This instrument. In the performance of their duties Officers and Directors shall exercise the care required of fiduciaries.

**SECTION 2: Filling of Vacancies** The Board will fill vacancies in its membership by majority vote within 60 days. The substitution will need to be ratified by the membership at the next meeting of the Association.

**SECTION 3: Meetings**

A. Board meetings shall be called as follows:

1. For other than emergency meetings, notice of Board meetings will be mailed to Members at least 10 days prior to the meeting, and the notice will include the agenda;
2. Emergency meetings of the Board may be held without notice, if the reason for the emergency is stated in the minutes of the meeting; and
3. Only emergency meetings of the Board may be conducted by telephonic communication.

B. All meetings of the Board shall be open to Members, except the following matters may be considered in executive session at the discretion of the Board:

1. Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
2. Personnel matters, including salary negotiations and employee discipline; and
3. The negotiation of contracts with third parties.

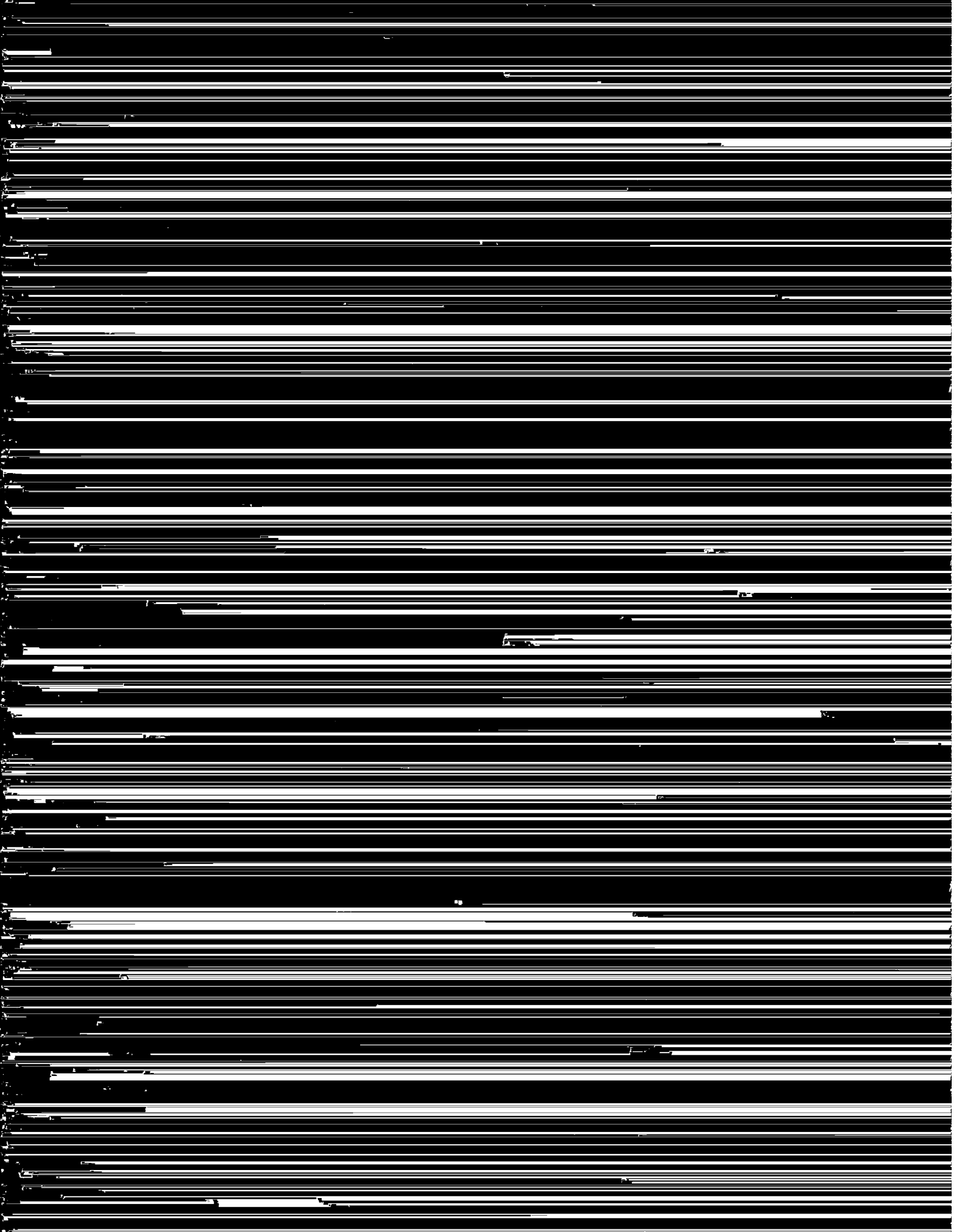
C. Special Meetings: The President, on the request of at least two Directors, shall call special meetings of the Board, which may or may not be deemed emergency meetings based on the relevant facts.

**SECTION 4: Rules & Regulations of Use, Upkeep & Preservation of Dry Creek Airpark** After the initial Rules and Regulations are adopted, the Board shall have the authority to amend the Rules and Regulations pursuant to Article II, Section 9, above. Subject to the terms of any provision to the contrary contained in the Covenants, Declaration, and this instrument, the use of Lots and the Common Area, including the runway, shall be deemed to be accepted by the Members of the authority of the Rules and Regulations as amended by the Board and adopted by the Members from time to time. Copies of said Rules and Regulations shall be made available to all Members prior to their effective date.

**SECTION 5: Income Tax** The Board annually shall cause to be filed the necessary income tax returns for the Association.

**SECTION 6: Insurance Coverage** At least annually, the Board shall review the insurance coverage of the Association.





**ARTICLE IV  
RULES FOR DRY CREEK AIRPARK**

**SECTION 1: GENERAL**

1. Speed limit 25 mph
2. Aircraft have the right-of-way over all vehicles
3. No parking or operating of vehicles on unimproved common areas
4. Prior to taxiing off of personal lot, pilots are encouraged to announce location and intentions
5. Roadways and shoulders must be kept clear at all times a distance of 15 feet from edge of pavement to a maximum height of 18 inches above final pavement surface. For Cul-de-sacs this requirement is reduced to 7 feet from edge of pavement. Exemptions to this regulation are limited only to existing Airpark utilities, or the replacement thereof. These utilities will be clearly marked.
6. No hunting or shooting of firearms or bows of any nature anywhere on common area.
7. Animal owners will remove their animal's waste on paved and gravel common area grounds and neighboring lots and properly dispose of the waste.
8. Garbage cans must be kept a minimum of 10' back from edge of roadway.
9. Tennis court rules:
  - a. No bicycles, skates, skateboards, roller blades on the court
  - b. Two hour rule if someone is waiting to use the court
  - c. Any damage is the responsibility of the person causing such.
  - d. Stay off of the fences
  - e. Residents and guests only
10. Pump house/ water system
  - a. Access will be limited to those designated by the Board.
  - b. Instruction on the operation of the water system will be given by the Board.
11. Dry Creek Airpark Cross Connection control  
To provide for continued protection of the domestic water and water system, individual members are responsible for the installation, maintenance and testing of backflow preventors. Backflow preventors are to be installed and tested as required by regulation.

**SECTION 2: CONSTRUCTION**

1. Prior to the beginning of any construction:
  - a. Give the Contractor a copy of the Dry Creek Airpark Construction Rules to sign, give a signed copy to the Association.
  - b. Do not dispose of extra rock, dirt or any debris within the airpark except on your lot without approval from the Board.
2. Homeowner is equally responsible as contractor that the construction gate is closed at the end of the day.
3. Damage to airpark infrastructure, including that during construction, is the responsibility of the lot owner.
4. Owner responsible for debris cleanup on the taxiways and also construction debris blown around the airpark.

5. No parking on unimproved common areas.

The undersigned being the President and Secretary of Dry Creek Airpark Homeowners Association certify that these Amended and Restated Bylaws of Dry Creek Airpark Homeowners Association were adopted in accordance with the Bylaws and provisions of ORS 94.625 (10) this 18 day of November, 2016.

By: Robert A. Patterson

Name: Robert A. Patterson  
 Title: President

By: Richard L. Rohaly

Name: Richard L. Rohaly  
 Title: Secretary

STATE OF OREGON )  
 ) ss.  
 County of Crook )



On this 16 day of November, 2016, personally appeared before me, Robert A. Patterson, who being duly sworn, states he is the President of DRY CREEK AIRPARK HOMEOWNERS ASSOCIATION, an Oregon nonprofit corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation and he acknowledged said instrument to be the voluntary act and deed of said corporation.

Laccee Mackenzie Russell  
 Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
 County of Crook )



On this 16 day of November, 2016, personally appeared before me, Richard L. Rohaly, who being duly sworn, states he is the Secretary of DRY CREEK AIRPARK HOMEOWNERS ASSOCIATION, an Oregon nonprofit corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation and he acknowledged said instrument to be the voluntary act and deed of said corporation.

Laccee Mackenzie Russell  
 Notary Public for Oregon

State of Oregon } #2016-277399  
County of Crook }

I hereby certify that the Bylaws  
within has been compared with the original  
and that it is a correct and whole transcript  
of the original as the same appears of record  
in the County Clerk's office in Crook County,  
Oregon.

12-1-2016 Date  
*Cheryl W. Seely* Cheryl W. Seely  
County Clerk  
Deputy

