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2012-50558



\$58.00

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D-BYLAWS Cnt=1 Stn=1 BN

\$15.00 \$11.00 \$16.00 \$10.00 \$6.00

**AMENDMENT TO THE BYLAWS OF
THE ASSOCIATION OF UNIT OWNERS OF THE
INN OF THE SEVENTH MOUNTAIN**

THIS AMENDMENT TO THE BYLAWS is made and executed by The Association of Unit Owners of the Inn of the Seventh Mountain, an Oregon nonprofit corporation ("Association").

RECITALS

3 The current Bylaws of The Association of Unit Owners of the Inn of the Seventh Mountain, an Oregon nonprofit corporation ("AUO"), were recorded on November 19, 1998 as Document No. 98-52581 in Book 522, Page 1728 of the official records of Deschutes County, Oregon as have been amended from time to time ("Bylaws").

The purpose of recording this Amendment is to (a) clarify that "Timeshare licenses", as defined by the Oregon Timeshare Act, are a permitted use within the The Inn of the Seventh Mountain Condominium ("Condominium") and (b) clarify the limitation on six (6) owners and permitted occupants.

Wyndham Resort Development Corporation, Worldmark, The Club, or their subsidiaries or affiliated entities ("Wyndham") are in the process of purchasing the real and personal property of INNspired, LLC ("INNspired"), the present hotel and resort operator and owner of a number for whole units and fractional interests with the Condominium. Wyndham and INNspired have requested that the AUO amend its Bylaws to facilitate the Wyndham – INNspired transaction.

These Bylaws amendments shall be effective only in the event INNspired sells its real and personal property at the Condominium to Wyndham, as evidenced by a public recording of the transfer documents by no later than June 1, 2013, and the validity of these amendments is expressly conditioned on the closing of the sale.

AMENDMENTS

A. Article III, Section 3 of the Bylaws shall be superseded and replaced with the following:

3. Nominating Committee. A nominating committee of three (3) unit owners, with one designated as the Chairman, shall be appointed by the Board. Members of the committee shall serve for a term of one year or until successors are duly appointed and shall be selected from owners other than incumbent members of the Board. An attempt

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shall be made to provide the committee with reasonable representation of owners. The committee shall prepare a slate of consenting nominees for vacancies on the Board, which are to be filled at the annual meeting. The slate of nominees shall contain no more nominees than two times (2x) the number of positions to be filled. The slate of nominees shall be submitted in writing to the Secretary not less than thirty (30) days prior the date of the annual meeting. All nominees presented on the slate must meet the criteria for Board membership under ORS 100.416 as of the date the slate is submitted to the Secretary. Nothing in this paragraph shall preclude write-in candidates for director positions so long as intent to write-in candidates is provided to the Secretary not less than ten (10) days prior to the date of the annual meeting by a least one unit owner. If such notice is given, the Secretary will endeavor to notify unit owners of the same.

B. Article V, Section 2 of the Bylaws shall be superseded and replaced with the following:

2. Restrictions on Ownership of Units. No unit shall be owned as a "time share estate" as defined in Sections 94.803, and 94.807 to 94.945, Oregon Revised Statutes ("Oregon Timeshare Act") or in any other manner commonly known as or which is the equivalent of a "time share estate"; however, nothing contained in these bylaws shall prohibit the creation and sale of a fractional interest, or timeshare license type of timeshare interest (each as defined in the Oregon Timeshare Act) as a "Timeshare license" as defined in the Oregon Timeshare Act or in any other manner commonly known as or which is the equivalent to a "Timeshare license" (as defined in the Oregon Timeshare Act) or a "Timeshare Use" type of Timeshare plan. No unit shall be owned at any time by more than six owners. In determining the number of owners and contract vendees, a husband and wife shall be counted as one, a partnership shall be counted as being equal to the number of its members, and a corporation, limited liability company or a trust shall be counted as six unless it has less than six stockholders/shareholders, company members or trust beneficiaries, respectively. The "fractionalized" units of the Corporation are not subject to this prohibition, provided however that each Fractional interest shall not be owned by more than six owners as described herein. A corporation, limited liability company or trust shall designate in writing to the Association; no more than six individuals who shall have a legally enforceable right to use and occupy the unit. Those units which are subjected to a Timeshare plan (as defined by the Oregon Timeshare Act) in which Timeshare licenses are created shall not be subject to the ownership and occupancy restrictions set forth in this Section; however, the owners and occupants of such units or fractional interests submitted to such Timeshare plan shall only be entitled to utilize the amenities and facilities at the Condominium while in occupancy at the Condominium.

The Board of Directors of The Association of Unit Owners of the Inn of the Seventh Mountain hereby certifies that the foregoing Amendments were approved by unit owners owning at least sixty (60%) of the undivided percentage interest in the general common elements, as required by Article XI of the Bylaws.

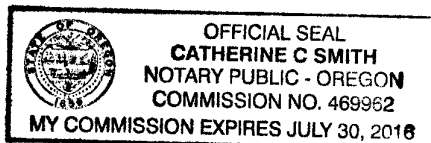
**THE ASSOCIATION OF UNIT OWNERS OF
THE INN OF THE SEVENTH MOUNTAIN**

By: *Richard Young*
Richard Young, Chairman

By: *Jacob Polvi*
Jacob Polvi, Secretary

STATE OF OREGON)
)ss
County of Deschutes)

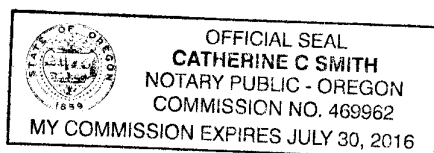
The foregoing was acknowledged before me this 4th day of December, 2012 by Richard Young, the Chairman of The Association of Unit Owners of the Inn of the Seventh Mountain, an Oregon nonprofit corporation on its behalf.



Catherine C Smith
Notary Public for Oregon

STATE OF OREGON)
)ss
County of Deschutes)

The foregoing was acknowledged before me this 29th day of November, 2012 by Jacob Polvi, the Secretary of The Association of Unit Owners of the Inn of the Seventh Mountain, an Oregon nonprofit corporation on its behalf



Catherine C Smith
Notary Public for Oregon