

BROOKS RESOURCES CORPORATION DECLARATION
ESTABLISHING THE SKI HOUSE II CONDOMINIUM SECTION AND
SUBMITTING IT TO THE MT. BACHELOR VILLAGE CHARTER AND THE
OREGON UNIT OWNERSHIP LAW

THIS DECLARATION is made and executed this 1st day of February, 1977, by Brooks Resources Corporation, an Oregon corporation, the "Developer," to subject the property herein to the Mt. Bachelor Village Charter, to certain covenants, restrictions, assessments and penalties and to the condominium form of ownership and use in the manner provided by the Oregon Unit Ownership Law.

By instrument dated April 8, 1974, and recorded on May 8, 1974, in Volume 205, page 976, of the records of deeds of Deschutes County, Oregon, the Developer has established the Mt. Bachelor Village Charter. The Charter contemplates Developer will organize within Mt. Bachelor Village a number of residential areas each of which will consist of a separate section. Each section is to have its own development plans and own restrictions as to use of the private areas within the section.

Developer has determined upon a development plan for the section within Mt. Bachelor Village to be known as the Ski House II Condominium Section. Developer proposes to establish and maintain a high standard for the improvement of private areas within the Ski House II Condominium Section to the end that property within that Section will have a maximum value that will not deteriorate.

Developer proposes to create a condominium known as the Ski House II Condominium Section with the area described in Exhibit "A". Accordingly, the Developer now wishes to subject said property to the Charter and the Oregon Unit Ownership Law and to make provisions for the conditions upon which private areas within such property may be used.

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

- 1.1 Each of the terms defined in Section 1 of the Mt. Bachelor Village Charter shall have the meaning set forth in such Section 1. Other terms used in the declaration are defined in ORS 91.505 except as modified in 1.3, 1.4, 1.6, 1.8 and 1.9. Each of the terms defined in the Oregon Unit Ownership Law, (ORS 91.505), shall have the meanings set forth in such section.
- 1.2 "Architecture Review Committee" shall mean the committee described in Section 8 of the Charter.

- 1.3 "Board of Directors" shall mean the Board of Directors of the Ski House II Condominium Owners Association.
- 1.4 "Condominium" shall mean the entire estate owned by an owner, consisting of the general common elements, the attributable limited common elements and the ownership of a separate interest in a unit.
- 1.5 "General Common Elements" shall be as defined in ORS 91.505 (6) except as modified in 1.6 below and in Section 12.
- 1.6 "Limited Common Elements" shall be as defined in ORS 91.505 (8) and Section 13.
- 1.7 "Ski House II Condominium Section" or "Condominium Section" shall mean the area described in Exhibit A.
- 1.8 "Ski House II Condominium Owners Association" shall mean the Association of Unit Owners of the Ski House II Condominium Section formed pursuant to ORS 91.555.
- 1.9 "Manager" shall be as defined in the Charter and not as defined in ORS 91.505 (10).
- 1.10 "Charter" shall mean that certain document bearing such title dated April 8, 1974, recorded in Volume 205, page 976, of the records of deeds, Deschutes County, Oregon.
- 1.11 "Unit" shall be defined as in ORS 91.505 (13) and effective upon filing of a declaration as provided in the Oregon Unit Ownership Law each such unit shall constitute a unit within the meaning of Section 1.23 of the Charter.
- 1.12 "Unit Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any unit situated upon the section unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records in which case such contract purchaser shall be deemed a unit owner.

SECTION 2. Subjection to the Charter.

- 2.1 Pursuant to Section 2.1 of the Charter Developer declares the Ski House II Condominium Section to be subject to the Charter on the following terms:
- (a) The Ski House II Condominium Section is a section under 1.20 of the Charter.

- (b) Common Areas are common areas for purposes of the Charter.
- (c) All property is subject to the benefits, restrictions, limitations, assessments, fines and penalties of the Charter.
- (d) All areas within the Ski House II Condominium Section which are not common areas or private ways shall be private areas within the meaning of the Charter.

SECTION 3. Use and Occupancy of Private Areas.

Each unit owner in the Ski House II Condominium Section shall be entitled to the exclusive use and benefit of each unit owned by him except as otherwise expressly provided herein and in the Charter. The remaining portion of private areas within the Ski House II Condominium Section shall constitute general or limited common elements as described in this declaration.

SECTION 4. Improvements and Alterations.

No person or association of unit owners shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within the private areas of the Ski House II Condominium Section, make any change in such private areas whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility line, outside antenna, or other outside wire in such area unless such person or association has first obtained the consent thereto of the Architecture Review Committee.

SECTION 5. General Provisions for and Restrictions on Use of Private Areas.

- 5.1 Occupancy. No owner shall occupy, use or permit his unit or any part of his unit to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy. The number of persons occupying a unit may be limited by the Manager of Mt. Bachelor Village or the Ski House II Condominium Owners Association to a reasonable number.
- 5.2 Improvements. Each unit within the Ski House II Condominium Section shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Except for those portions which the Manager of the Condominium Association is required to maintain and repair hereunder, if any, each owner shall at the owner's

expense keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition and shall do all redecorating, painting and varnishing, which at any time may be necessary to maintain the good appearance and condition of his unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, refrigerators, dishwashers, disposals, ranges or other equipment that may be in or connected with his unit.

- 5.3 General and Limited Common Element Maintenance. The Manager of Mt Bachelor Village shall be entitled to maintain all general and limited common elements within the Ski House II Condominium Section. The Manager shall be entitled to charge the reasonable cost which it shall incur for such maintenance to the unit owners of the Ski House II Condominium Section Association. The Manager shall shift the responsibility for the above maintenance to the Ski House II Condominium Association when in his discretion the Association is ready and willing to assume the responsibility.
- 5.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located within the Ski House II Condominium Section shall be screened from view in a manner approved by the Architecture Review Committee.
- 5.5 Obstruction. There shall be no obstruction of the common areas or elements. Except in the case of designated storage areas, if any, nothing shall be stored on a temporary or permanent basis in the general or limited common elements without the Manager's prior written consent. This is to be construed to include, but not limited to, boats, trailers, campers, boat trailers and snowmobiles. Automobiles will be parked in designated areas.
- 5.6 Insurance. Nothing shall be done to or kept in any of the general or limited common elements which will increase the insurance rate in the private areas.
- 5.7 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on the general or limited elements or the exterior of a unit except with the prior written consent of the Architecture Review Committee.

- 5.8 Domestic Animals. No domestic animals of any kind shall be raised, kept or permitted except for a reasonable number of household pets which are reasonably controlled so as not to be a nuisance to residents of the Ski House II Condominium Section and are kept in conformance with the rules and regulations adopted by the Mt. Bachelor Village Association or the Ski House II Condominium Association.
- 5.9 Exterior Fires. No exterior fires shall be permitted except for barbecue fires without the consent of the Manager of Mt. Bachelor Village.
- 5.10 Offensive or Commercial Activity. No offensive or commercial activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.
- 5.11 Signs. No sign of any kind shall be displayed to public view on or from any unit or in the private area without the Manager's prior written consent.
- 5.12 Exterior Lighting or Noise Making Device. No exterior lighting or noise making device and no trees, shrubs or other vegetation shall be placed or planted on a unit or any portion of a private area without Architecture Review Committee consent.

SECTION 6. Insurance.

The Ski House II Condominium Association shall carry adequate liability insurance for the units and their interest in common and limited elements. It shall also carry fire insurance in an amount adequate to cover any loss. The Ski House II Condominium Association may require such insurance be purchased by such association for all units in the section rather than by the individual owner. The fire insurance proceeds payable by reason of any loss will be used to repair, rebuild or replace the unit or interest so damaged or destroyed.

SECTION 7. Architecture Review Committee Consent.

In all cases in which Architecture Review Committee consent is required the following provisions, together with provisions contained in the Charter, shall apply:

- (a) Material Required to be Submitted. Where consent must be acquired by unit owners or any association of unit owners from the Architecture Review Committee, plans, specifications and any other material the

Committee determines to be necessary to enable it to evaluate the proposal, must be submitted at least 30 days in advance of the occurrence which requires consent.

(b) Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular unit or incompatible with the quality and the high standards of the Ski House II Condominium Section. Considerations such as color, design, size, view, effect on other unit owners, disturbance of existing terrain and vegetation and any other factor of which the Architecture Review Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposal.

(c) Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within 30 days of receipt of the material described in (a) above, the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent. For items under Section 5 of this declaration, Architecture Review Committee consent shall be revoked one year after issuance, unless the work has been commenced or the unit owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 8. Amendment, Appeal, Duration

8.1 Amendment and Repeal. This declaration may be amended or repealed or any provision may be added by unit owners owning 75 percent of the units within Ski House II Condominium Section consenting in writing, except as otherwise provided in the Oregon Unit Ownership Law. This declaration may not be amended so as to remove it from under the provision of the Charter except as provided in Section 3 of the Charter.

8.2 Duration. The covenants and provisions contained in this declaration shall run with the property affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the Ski House II Condominium Section and the unit owners thereof for an initial period of 45 years commencing with the date on which this declaration is recorded. Thereafter such provisions and covenants shall continue

to run with the property and be and remain in full force and effect at all times with respect to all property in the Ski House II Condominium Section affected thereby and the unit owners thereof for successive additional periods of 10 years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatever, provided, however, that such provisions and covenants may be terminated at the end of the initial or any additional period by either of the methods provided in the second paragraph of Section 8.1 for the amendment, repeal or addition of a provision to this Brooks Resources Corporation declaration. Any such termination shall become effective upon the filing in the records of deeds of Deschutes County, Oregon of a certificate of the secretary or assistant secretary of the Manager of Mt. Bachelor Village certifying that termination as of a specified termination date has been approved in the manner required therefor herein not less than one year prior to the intended termination date.

8.3

Construction; Severability; Number; Captions. This Brooks Resources Corporation declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this declaration. Nevertheless, each provision of this Brooks Resources Corporation declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of this Brooks Resources Corporation Declaration.

SECTION 9. Submission to Oregon Unit Ownership Law. The land described in Exhibit A and submitted to the Oregon Unit Ownership Law hereunder is owned by the Developer and conveyed by it in fee simple interest. Upon the filing of this declaration, each unit owner will be entitled to certain non-exclusive easements within Mt. Bachelor Village as provided in the Charter of Mt. Bachelor Village.

SECTION 10. Unit Description. Ski House II Condominium Section

consists of 3 buildings with each building containing 8 units. Each building has two stories with 4 units on each story. Each building is of wood frame construction without basement and has a cedar shake roof, board siding on the exterior walls and interior and partition walls of gypsum wallboard and wood panelling. Each unit is bounded by the undecorated interior surfaces of its perimeter walls, ceilings, floors, decks and chimney area. Each unit has an undivided 1/8th interest in the land occupied by the building in which the unit is located. The dimension, design and approximate area of each unit are set forth in the attached Floor Plans marked Exhibit C.

SECTION 11. Location of Units. The designation and location of each unit is shown on the attached Site Plan marked Exhibit P, the original plat being filed in Book 15, page 48 and 48A, Town Plats, Deschutes County, Oregon.

SECTION 12. General Common Elements. The general common elements consist of the land other than the land underlying each unit, decks which are not part of any unit, pathways, driveways, fences, grounds, parking areas, utility and general storage areas, and improvements thereon that are not a part of a unit. Each unit will be entitled to an undivided 1/24 interest in the general common elements.

SECTION 13. Limited Common Elements. The limited common elements are those common elements designated herein as reserved for the use and ownership of the owners of units in each building, and consisting of all of those elements and components of each building not otherwise included in the units, including, but not limited to the foundations, columns, girders, beams, supports, main walls, roofs, staircases, installations of central services such as electricity, water, sewage, telephone and television wiring and electrical wiring and conduit, wood storage areas, excepting those portions of the foregoing which are included within the condominium units, and all other elements of the building necessary or convenient to its existence, maintenance and safety, or normally in common use by the unit owners of the units contained in the individual building. The use of the limited common elements by an owner is restricted to those limited common elements that are part of the building that houses his condominium unit. Each unit owner has an undivided 1/8 interest in the limited common elements of his building.

SECTION 14. Service of Process. The name of the person to receive service of process in cases provided in subsection (1) of ORS 91.635 is W. L. SMITH and his place of business within Deschutes County, Oregon is 416 N. E. Greenwood, Bend, Oregon 97701.

SECTION 15. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as the building stands shall exist. In the event any building, unit, adjoining unit, or adjoining common element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit, or upon any portion of the common elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

SECTION 16. Ski House II Condominium Association and Bylaws.

- 16.1 An association to be known as Ski House II Condominium Association is hereby formed which automatically contains all present and future unit owners in the Ski House II Condominium Section.
- 16.2 Association Rules and Regulations. The Ski House II Condominium Association will adopt such rules and regulations as necessary to insure the peaceful and orderly use and enjoyment of all property within the section. A copy of such rules and regulations will be delivered in writing to all unit owners. Enforcement of these rules and regulations will be as the Ski House II Condominium Association determines.
- 16.3 Adoption of Bylaws. Upon the execution and filing of this declaration, the Developer, as the sole owner of all the units herein, shall adopt bylaws for the Association of Unit Owners of Ski House II Condominium Section, which bylaws are to be filed simultaneously herewith.

SECTION 17. Lien Priority. Any lien claimed by the Association of Unit Owners of Ski House II Condominium Section shall be subordinate to a mortgage or trust deed of record.

IN WITNESS WHEREOF, Brooks Resources Corporation has

caused this declaration to be executed the date above written.

BROOKS RESOURCES CORPORATION

BY

W. L. SMITH, President

STATE OF OREGON, County of Deschutes, ss:

Personally appeared W. L. Smith, who, being duly sworn, did say that he is President of BROOKS RESOURCES CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Linda G. Robinson
Notary Public for Oregon

My Commission expires: 4-18-79

All taxes, assessments or other charges have been fully paid as of January 17th, 1977, and this declaration is hereby approved.

HELEN RASTOVITCH, DESCHUTES COUNTY
TAX COLLECTOR

The above declaration is hereby approved:

DESCHUTES COUNTY TAX ASSESSOR

BY

By John R. Bolte 2-11-, 1977

EXHIBIT A

PROPERTY DESCRIPTION

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SKI HOUSE II CONDOMINIUM SECTION
MT. BACHELOR VILLAGE

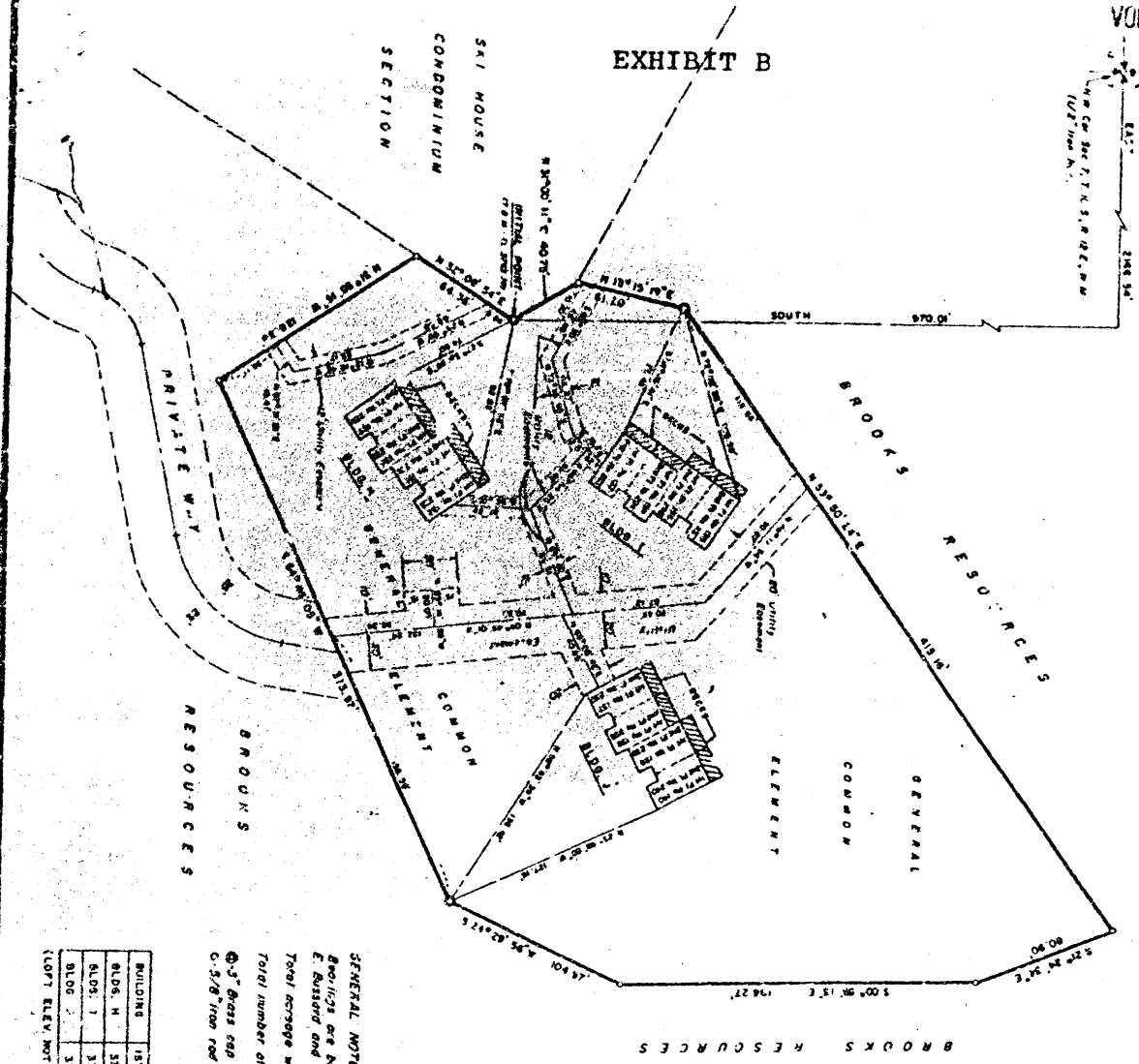
A parcel of land containing 2.66 acres, more or less, located in the Northeast one-quarter (NE1/4) of the Northwest one-quarter (NW1/4) of Section Seven (7), Township Eighteen (18) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon and being more particularly described as follows:

Commencing at the point of beginning which is located East, 2166.54 feet and South, 970.01 feet from the Northwest corner of said Section 7, thence North 31°00'41" West, 40.75 feet along the boundary of the plat of Ski House Condominium Section, Mt. Bachelor Village; thence leaving said boundary North 13°15'19" East, 61.20 feet; thence North 53°50'24" East, 415.16 feet; thence South 21°24'34" East, 80.90 feet; thence South 00°59'13" East, 198.27 feet; thence South 24°29'56" West, 104.97 feet; thence South 64°46'05" West, 313.97 feet; thence North 31°55'16" West, 128.38 feet to a point on the boundary of the above said plat; thence along said boundary North 32°08'54" East, 64.36 feet to the point of beginning for this description.

SUBJECT TO: All easements, restrictions and rights-of-ways of record.

SKI HOUSE II CONDOMINIUM SECTION, MT. BACHELOR VILLAGE

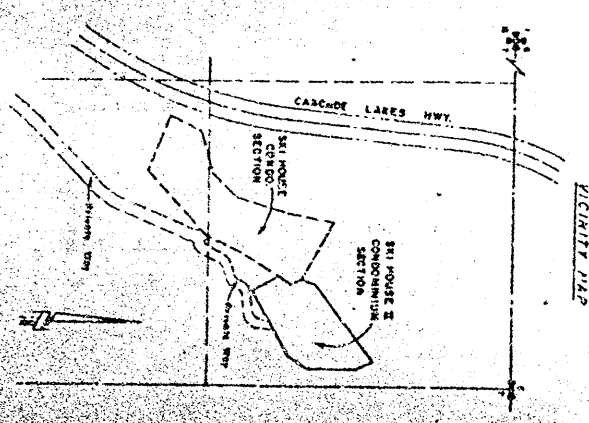
Located in the NE 1/4 NW 1/4, Section 7, T. 18 S., R. 12 E., W. 4,
Deschutes County, Oregon



GENERAL NOTES
 Easements are based on subdivision of Section 7, by James E. Bussard and filed in the Deschutes County Surveyor's office.
 Total acreage within plot boundary 2.66 acres
 Total number of units 24
 3" Gross cap set
 C-3/8" from row 241
 (LOFT ELEV. NOT SHOWN)

BUILDING	1ST FL. ELEV.	2ND FL. ELEV.
BLOK. 1	3771.25	3780.25
BLOK. 2	3780.25	3776.25
BLOK. 3	3776.25	3777.25

Scale 1" = 50'



SURVEYOR'S CERTIFICATE

I, James E. Bussard, a registered land surveyor for the State of Oregon, being first duly sworn, depose and say that I have correctly surveyed and marked with legal monuments the said SKI HOUSE II CONDOMINIUM SECTION, MT. BACHELOR VILLAGE in Deschutes County, Oregon, following:

Commencing at the initial point which is located EAST 2156.54 feet and SOUTH 970.01 feet from the northwest corner of Section 7, Township 18 S., Range 12 E., of the Willamette Meridian, Deschutes County, Oregon, thence North 91° 01' 41" West, 40.75 feet along the boundary of the plot of Ski House Condominium Section, Mt. Bachelor Village, thence leaving said boundary North 129° 51' 19" East, 51.20 feet, thence North 33° 30' 24" East, 415.16 feet, thence South 81° 24' 54" East, 60.30 feet, thence South 00° 59' 15" East, 153.37 feet, thence South 24° 29' 58" West, 104.07 feet, thence South 64° 46' 05" West, 515.97 feet, thence North 81° 25' 15" West, 128.39 feet to a point on the boundary of the above said plot, thence along said boundary North 32° 08' 54" East, 64.36 feet to the initial point of this subdivision.

By James E. Bussard
 Subscribed and sworn to before me this 21st day of September, 1976.
 Notary Public for the State of Oregon
 My Commission Expires February 11, 1977

BYLAWS OF THE
ASSOCIATION OF UNIT OWNERS
OF
SKI HOUSE II CONDOMINIUM SECTION

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Name and Location. These are the bylaws of the ASSOCIATION OF UNIT OWNERS OF SKI HOUSE II CONDOMINIUM SECTION (hereinafter, the "Association"). Ski House II Condominium Section (hereinafter, the "Condominium") is located in Mt. Bachelor Village, Deschutes County, Oregon, and has been submitted to the Oregon Unit Ownership Law by a declaration filed simultaneously herewith. The location of the condominium is more specifically described in that declaration.

2. Principal Office. The principal office of the Association shall be located at Mt. Bachelor Village, Bend, Oregon.

3. Purposes. This Association is formed under the provisions of the Oregon Unit Ownership Law to serve as the means through which the unit owners may take action with regard to the administration, management, and operation of the condominium.

4. Applicability of Bylaws. The Association, all unit owners, and all persons using the condominium property shall be subject to these bylaws and to all rules and regulations which may be promulgated hereunder.

5. Brooks Resources Corporation Declaration and Charter of Mt. Bachelor Village. In addition to these bylaws and the

declaration filed herewith, the Association, all unit owners, and all persons using the condominium property are subject to the Brooks Resources Corporation declaration establishing Ski House II Condominium Section, the Charter of Mt. Bachelor Village, and any rules and regulations promulgated thereunder.

6. Composition of Association. The Association shall be composed of all the unit owners of the condominium, including Brook Resources Corporation (hereinafter, "Developer") and the Association itself, to the extent either of these own any unit or units of the condominium.

ARTICLE II

MEETINGS OF ASSOCIATION

1. Place of Meetings. The Association shall hold meetings at Mt. Bachelor Village, Bend, Oregon, or at such other suitable place convenient to the unit owners as may be designated by the board of directors.

2. First Organization Meeting and Interim Directors. Within sixty (60) days after the developer has submitted the condominium to unit ownership and adopted these bylaws as owner of all units, the developer shall call the first meeting of the unit owners to organize the Association. At such time the interim board of directors designated by the developer pursuant to Article III, Section 2, shall resign and the unit owners shall elect a new board of directors as provided in these bylaws.

3. Annual Meetings. The annual meetings of the Association shall be held in the months of July or August on

such date as the chairman may designate, or if the chairman should fail to designate such date by the first day of August, then on the last Saturday in August. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

4. Special Meetings. Special meetings of the Association may be called by the chairman or secretary or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the unit owners stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

5. Notice of Meetings. Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called shall be given by the chairman or secretary. Such notice shall be in writing and mailed to each unit owner at his address as it appears on the books of the Association not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings.

6. Voting. Each unit owner shall have a vote equal to his percentage interest in the general common elements as set forth in the declaration filed herewith. The developer shall be entitled to vote as the unit owner of any units retained by the developer, and the board of directors shall be entitled to vote on behalf of any unit which has been acquired by or on

behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

7. Proxies. A vote may be cast in person or by proxy. A proxy given by a unit owner to any person who represents such owner at meetings of the Association shall be in writing and signed by such owner, shall be filed with the secretary and, unless limited by its terms, shall be deemed valid until revoked in writing.

8. Fiduciaries and Joint Owners. A personal representative, guardian, or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided that he shall satisfy the secretary that he is the personal representative, guardian, or trustee holding such unit in such capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such unit shall be disregarded completely in determining the proportion of votes given with respect to such matter.

9. Quorum of Unit Owners. At any meeting of the Association, fifty percent (50%) of the unit owners, 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.

10. Majority Vote. The vote of fifty percent (50%) or more of the unit owners, present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the declaration filed herewith, or by these bylaws.

11. Order of Business. The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees, if any.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a board of directors composed of five (5) persons who are owners or co-owners of units of the condominium. For purposes of this section, the officers of

developer shall be considered co-owners of any units owned by developer.

2. Interim Directors. Upon the filing of the declaration submitting the condominium to the Oregon Unit Ownership Law, the developer, as owner of all the units, shall appoint an interim board of three (3) directors who are officers of developer and who shall serve until their successors have been elected by the unit owners at the first organizational meeting of the Association.

3. Election and Term of Office. At the first organizational meeting of the Association, the unit owners shall elect five (5) directors. The term of office of two of these directors shall be fixed at one year, and the term of three of these directors shall be fixed at two years. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve for a term of two years, so that the terms of at least one-third of the directors shall expire annually. The directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality as provided in Section 6 of Article II of these bylaws.

4. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose.

5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the unit owners, present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

6. Powers and Duties. The board of directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the declaration or by these bylaws may not be delegated to the board of directors by the unit owners. The powers and duties to be exercised by the board of directors shall include, but shall not be limited to the following:

(a) Operation, care, upkeep, maintenance and repair of the common elements, except for those portions of the common elements to be maintained by the Manager of Mt. Bachelor Village.

(b) Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the making of such expenditures.

(c) Collection of the common expenses from the unit owners.

(d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep, and

repair of the common elements.

(e) Employment of legal, accounting, or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing units of the condominium at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these bylaws.

(h) Selling leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the condominium acquired by the Association or its designee on behalf of all the unit owners.

(i) Obtaining insurance or bonds pursuant to the provisions of these bylaws.

(j) Making additions and improvements to, or alterations of, the common elements; provided, however, that no such project may be undertaken by the board if the total cost will exceed the amount of \$2,000 unless the unit owners have enacted a resolution authorizing the project by a vote of seventy-five percent (75%) of the unit owners present in person or by proxy at a meeting at which a quorum is constituted.

(k) Enforcement by legal means of the provisions of the Oregon Unit Ownership Law, the declaration filed herewith, these bylaws, and any rules and regulations adopted hereunder.

(1) Performance of any duty or function delegated to the Association by the Manager of Mt. Bachelor Village pursuant to Section 3.2 of the Charter of Mt. Bachelor Village.

7. Managing Agent or Manager. On behalf of the Association the board of directors may employ or contract for a managing agent or a manager at a compensation to be established by the board of directors. The board of directors may delegate to the managing agent or manager such duties and powers as the board of directors may authorize. In the absence of such appointment, the board of directors shall act as manager.

8. Organization Meeting. Within ten (10) days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the board of directors shall hold an organization meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held. No further notice of the organization meeting shall be necessary.

9. Regular and Special Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the board of directors may be called by the chairman and must be called by the secretary at the written request of at least two (2) directors. Notice of any meeting shall be given

to each director, personally or by mail, telephone or telegraph, at least fourteen (14) days prior to the day named for such meeting. Notice of any special meeting shall state the time, place, and purpose of such meeting.

10. Waiver of Notice. Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum of Board of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the board of directors. If at any meeting of the board of directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

12. Compensation. No director shall receive any compensation from the Association for acting as such.

13. Liability and Indemnification of Directors, Manager, or Managing Agent. The directors shall not be liable to the

Association or the unit owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the board of directors, manager, or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the declaration filed herewith or of these bylaws. Each director and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been a director, manager, or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, manager, or managing agent is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of his duties.

14. Fidelity Bonds. The board of directors may require that any or all officers or employees of the Association who handle or are responsible for Association funds shall furnish such fidelity bonds as the board deems adequate. The premiums on such bonds shall be paid by the Association.

15. Insurance. The board of directors shall obtain such liability insurance as the board deems necessary to protect the Association, its officers or employees. In addition, the board of

directors, as trustee for the unit owners, shall obtain such casualty insurance as necessary to protect the entire condominium property. The board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association. The board of directors shall conduct an annual insurance review which shall include an appraisal of all improvements contained in the condominium by a representative of the carrier writing the casualty policy. No unit owner may engage in any activity which might jeopardize the insurance coverage described herein.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be the chairman, the secretary, and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The chairman shall be a member of the board of directors, but the other officers need not be directors.

2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board and shall hold office at the pleasure of the board. If any office shall become vacant, the board of directors shall elect a successor to fill the unexpired term at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

3. Removal of Officers. Upon the affirmative vote of a majority of the directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular

meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

4. Chairman. The chairman shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Secretary. The secretary shall keep the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. He shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the chairman. In addition, the secretary shall act as vice chairman, taking the place of the chairman and performing his duties, whenever the chairman is absent or unable to act.

6. Treasurer. The treasurer shall have the responsibility for Association funds and securities, and 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 statements. He shall be responsible for the deposit of all moneys and other valuable effects in such depositories

as may from time to time be designated by the board of directors, and he shall disburse funds of the Association upon properly authorized vouchers. He shall perform all other duties incident to the office of treasurer of an Association and such other duties as may be assigned to him by the board of directors.

7. Execution of Instruments. All agreements, contracts, deeds, leases, and other instruments of the Association, except checks, shall be executed 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 general or special resolution applicable to any such instrument, such instrument shall be signed by the chairman. All checks shall be signed by the treasurer or, in his absence or disability, by the chairman or any duly elected assistant treasurer.

8. Compensation of Officers. No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board of directors may fix any compensation to be paid to other officers.

ARTICLE V

BUDGET, EXPENSES AND ASSESSMENTS

1. Budget. The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous overassessments, and assess the common expenses to the unit owners according to each unit owner's percentage interest in the general common elements. If there be any limited common elements, the expense

of maintaining, repair, or replacing such limited common elements shall be charged to the unit owners to whom such limited common elements pertain. The board of directors shall advise each unit owner in writing of the amount of common expenses payable by him, and furnish copies of each budget on which such common expenses are based to all unit owners and, if requested, to their mortgagees.

2. Determination of Common Expenses. Common expenses shall include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair, or replacement of common elements.
- (c) Cost of insurance or bonds obtained in accordance with these bylaws.
- (d) A general operating reserve.
- (e) Reserve or replacements and deferred maintenance.
- (f) Any charges allocated to the Association by the Manager of Mt. Bachelor Village under the Charter of Mt. Bachelor Village.
- (g) Any deficit in common expenses for any prior period.
- (h) Any other items properly chargeable as an expense of the Association.

3. Assessment of Common Expenses. All unit owners shall be obliged to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these bylaws and the declaration filed herewith. The developer shall be assessed as

the unit owner of any unsold unit, but such assessment shall be prorated to the date of sale of the unit. The board of directors, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due which remains unpaid by him for more than thirty (30) days from the due date for its payment. Such assessment shall be in addition to any assessments imposed directly upon the unit owner by the Manager of Mt. Bachelor Village under the Charter of Mt. Bachelor Village.

4. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the rate of nine percent (9%) per annum on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. The board of directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, and expenses of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit granted by the Oregon Unit Ownership Law. The board of directors shall notify the holder of any mortgage upon such a unit of the default, if such holder has so requested in writing.

5. Foreclosure of Liens for Unpaid Common Expenses. In any suit brought by the Association to foreclose a lien on a unit

Because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same.

6. Statement of Common Expenses. The board of directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid common expenses.

ARTICLE VI

RECORDS AND AUDITS

1. General Records. The board of directors and the managing agent or manager, if any, shall keep detailed records of the actions of the board of directors and the managing agent or manager, minutes of the meetings of the board of directors and minutes of the meetings of the Association. The board of directors shall maintain a list of owners entitled to vote at meetings of the Association and the percentage vote attributable to each.

2. Records of Receipts and Expenditures. The board of directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, itemizing the maintenance and repair expenses

of the common elements, and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of weekdays.

3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on the assessments.

4. Payment of Vouchers. The treasurer shall pay all vouchers up to \$1,000 signed by the chairman, managing agent, manager, or other person authorized by the board of directors. Any voucher in excess of \$1,000 shall require the signature of the chairman.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners and to all mortgagees of units who have requested the same promptly after the end of each fiscal year. From time to time the board of directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the owners. At any time any owner may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE VII

MAINTENANCE AND USE OF CONDOMINIUM PROPERTY

1. Maintenance and Repair. Except as otherwise provided herein for damage or destruction caused by casualty:

(a) Units. All maintenance of and repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition, and repair and shall do all redecorating, painting, and staining which at any time may be necessary to maintain the good appearance and condition of his unit.

(b) General common elements. All maintenance, repairs, and replacements to the general common elements shall be made by the Association and shall be charged to all the unit owners as a common expense.

(c) Limited common elements. All maintenance, repairs, and replacements to limited common elements, if any, shall be made by the Association and shall be charged to the unit owners to whom such limited common elements pertain.

(d) Decks, fences, and pathways. All decks, fences, and pathways which constitute common elements may be maintained by the Manager of Mt. Bachelor Village, who shall be entitled to charge the costs of such maintenance either to the Association or to the individual unit owners. If charged to the Association, the board of directors shall charge such costs to the unit owners.

2. Additions, Alterations, or Improvements. All additions, alterations, or improvements, whether of a unit by the unit owner or of a common element by the Association, must be approved by the design committee as required by the Brooks Resources Corporation declaration establishing Ski House II Condominium Section, and by the Charter of Mt. Bachelor Village.

3. Damage or Destruction by Casualty of Condominium Property.

(a) In the event of damage or destruction by casualty of condominium property, the damage or destruction shall be repaired, reconstructed, or rebuilt unless, within fourteen (14) days of such damage or destruction, the board of directors or more than ten percent (10%) of the unit owners shall have requested a special meeting of the Association. Such special meeting must be held within sixty (60) days of the date of damage or destruction. At the time of such meeting, unless ninety percent (90%) of the unit owners, whether in person, by writing, or by proxy, vote not to repair, reconstruct, or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed, or rebuilt.

(b) The Association shall be responsible for repairing, reconstructing, or rebuilding all such damage or destruction to the common elements and, to the extent of the Association's insurance coverage, all such damage or destruction to the units. Each unit owner shall be responsible for such repairing, reconstructing, or rebuilding as is not covered by the Association's insurance.

(c) In the event the insurance proceeds paid to the Association are not used to repair, reconstruct, or rebuild the damaged or destroyed property, the Association shall distribute the proceeds to the unit owners of such damaged or destroyed units in the same proportion that the original sales price of such unit bore to the original sales price of all units in this section.

4. Condemnation. In the event of a taking in condemnation by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair or restoration of such common elements, the board of directors shall arrange for the same, which shall be paid out of the proceeds of the award. In the event seventy-five percent (75%) or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the board of directors shall disburse the net proceeds of such award to the unit owners so affected in an amount that represents the sum that the original sales price bears to the original sales price of all the units in this section.

5. Restrictions and Requirements Respecting Use of Condominium Property.

(a) Mt. Bachelor Village restrictions. Each unit owner while using his unit or the common elements shall be subject to the limitations, restrictions, and requirements set forth in the Brooks Resources Corporation declaration establishing Ski House II Condominium Section, the Charter of Mt. Bachelor Village, or any rules and regulations adopted thereunder.

(b) Association rules and regulations. In addition, the Association from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property. Such action must be by vote of not less than seventy percent (70%) of the unit owners present in person or by proxy at any meeting, the notice of which shall have stated that such adoption, modification, or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the secretary promptly to each unit owner and shall be binding upon all unit owners and occupants of all units from the date of delivery. Such rules and regulations shall not be inconsistent with any Mt. Bachelor Village Restrictions.

5. Right of Entry in Emergency. A unit owner shall grant the right of entry to the board of directors, managing agent, manager, or any other person authorized by the board of directors in the case of any emergency originating in or threatening his unit or other condominium property, whether or not the owner is present at the time.

7. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted hereunder or the breach of any

bylaw contained herein or of any provision of the declaration filed herewith shall give the board of directors, acting on behalf of the Association, the right, in addition to any other rights set forth in these bylaws:

(a) To enter the unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty of any manner of trespass; or

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

ARTICLE VIII

AMENDMENTS TO BYLAWS

1. How Proposed. Amendments to the bylaws shall be proposed by either a majority of the board of directors or by thirty percent (30%) of the unit owners. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such resolution must be approved by seventy-five percent (75%) of the unit owners.

3. Execution and Recording. An amendment shall not be effective until certified by the chairman and secretary of the Association and until recorded as required by law.

ARTICLE IX

MISCELLANEOUS

1. Notices. All notices to the 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 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.

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.

3. Invalidity; Number; Captions. The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these bylaws.

4. Definitions.

(a) Adoption by reference. The definitions

contained in the Oregon Unit Ownership Law and the definitions contained in or adopted by the declaration filed herewith shall be applicable to these bylaws.


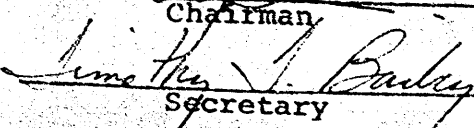
(b) Percentage of unit owners. Whenever a percentage of unit owners is specified herein, such percentage means that percentage in the aggregate of the undivided ownership interests in the general common elements as set forth in the declaration filed herewith.

5. Conflicts. These bylaws are intended to comply with the Oregon Unit Ownership Law, the Brooks Resources Corporation declaration establishing Ski House II Condominium Section, and the Charter of Mt. Bachelor Village. In case of any irreconcilable conflict, such statute and documents shall control over these bylaws or any rules and regulations adopted hereunder.

STATE OF OREGON)
County of Deschutes) ss

We, W. L. SMITH and TIMOTHY T. BAILEY, certify that we are the duly elected, qualified, and acting chairman and secretary, respectively, of the ASSOCIATION OF UNIT OWNERS OF SKI HOUSE II CONDOMINIUM SECTION and that the within and foregoing is a full, true, and complete copy of the bylaws of said Association, duly adopted on the day of January , 1977, by BROOKS RESOURCES CORPORATION, the sole owner of all the units therein.

IN WITNESS WHEREOF, we have hereunto set our official signatures this 17 day of January , 1977.


Chairman

Secretary

STATE OF OREGON)
County of Deschutes) ss

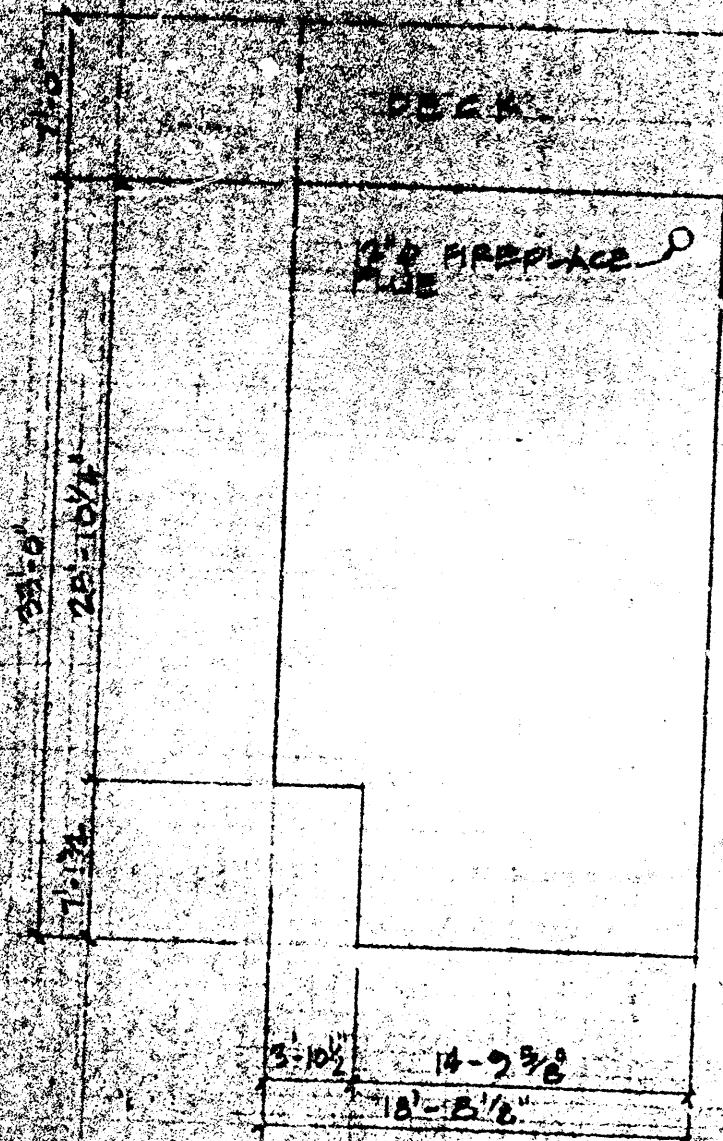
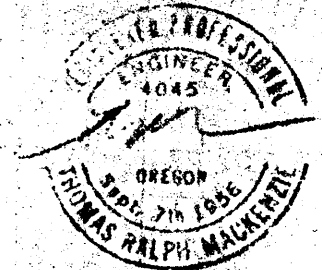
On this 17 day of January , 1977, personally
appeared before me W. L. SMITH and TIMOTHY T. BAILEY, who acknowledged
the foregoing instrument to be their voluntary act and deed.

Linda G. Robinson
Notary Public for Oregon
My Commission Expires: 4-18-79

DATE 6-24-76 MT. BACHELOR VILLAGE
 CHD BY R.S. DATE 6-14-76 PHASE II
 HEND. ORRISON

MACKENZIE ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 11 OF 60

Δ 1-14-77 GH



ONE BEDROOM FLOOR PLAN

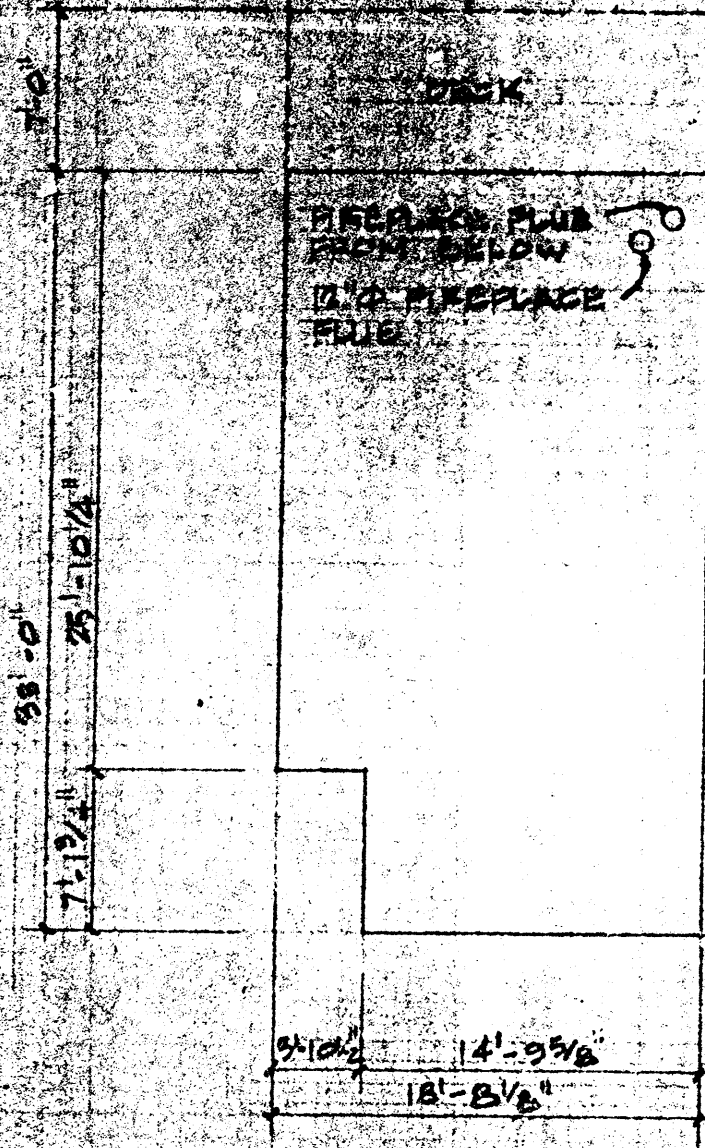
UNITS 132, 130, 132, 134, 136, 138, 140
 FIRST FLOOR OF BUILDING Δ

Exhibit "C"

BY E.K.S. DATE 6-24-76 MT. BACHELOR VILLAGE
 CHKD BY B.S. DATE 6-24-76 PHASE II
 JOB # 76-127 BEND, OREGON

MACKENZIE ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 2 OF 6

Δ 1-14-77 GH



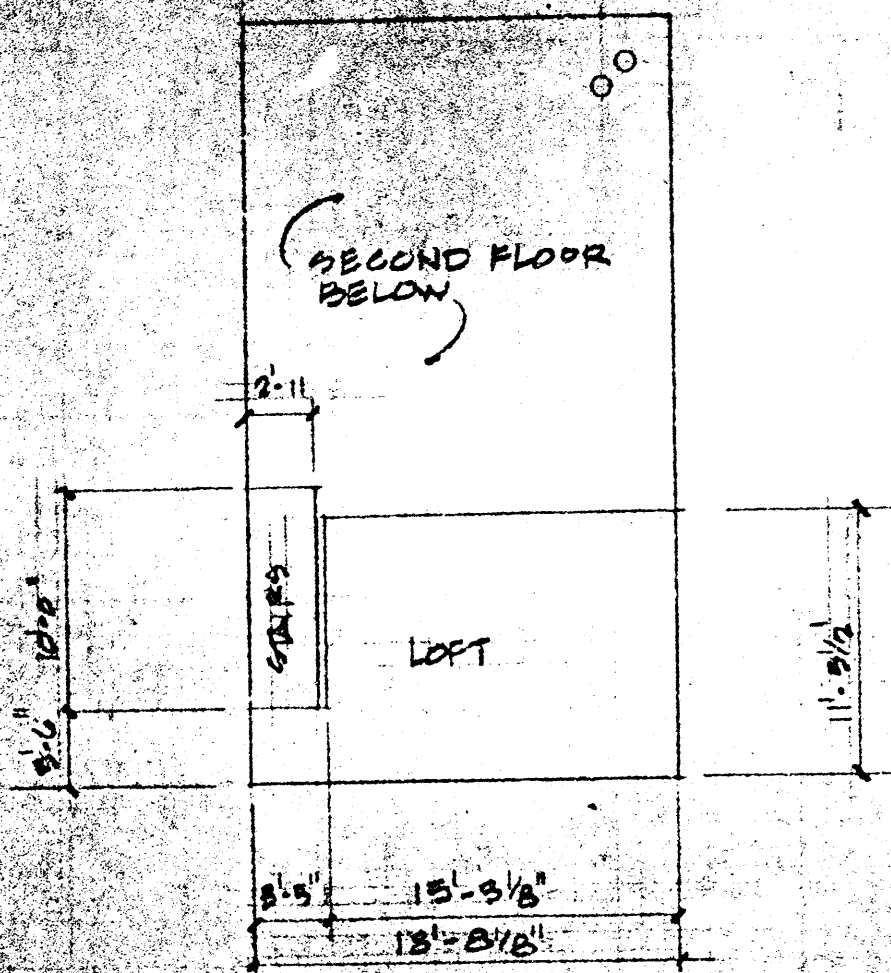
TWO BEDROOM FLOOR PLAN

UNITS NOS. 230, 231, 234, 250, 232, 240 Δ
 SECOND FLOOR OF BUILDING

BY R.S. DATE 6-21-76 MT. BACHELOR VILLAGE
 CHKD. BY R.S. DATE 6-21-76 PHASE II
 JOB 76127 BEND, OREGON

WALKER ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 3 OF 6

Δ 1-19-77 G.H.



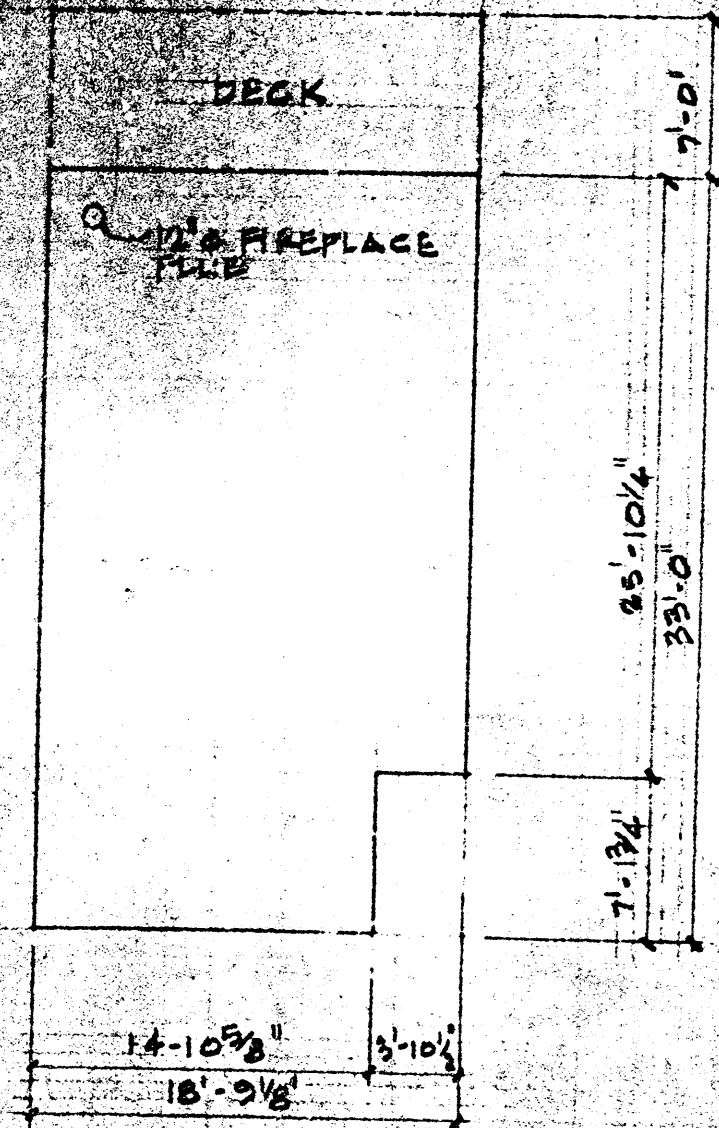
TWO BEDROOM FLOOR PLAN

UNITS NOS. 220, 232, 234, 236, 238, 240 Δ
 THIRD FLOOR OF BUILDING

BY R.M.S. DATE 6-24-76 MT. BACHELOR VILLAGE
 CHKD BY R.S. DATE 6-24-76 PHASE II
 JOB # 101127 SEND, OREGON

MACKENZIE ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 4

Δ 1-19-77 GH



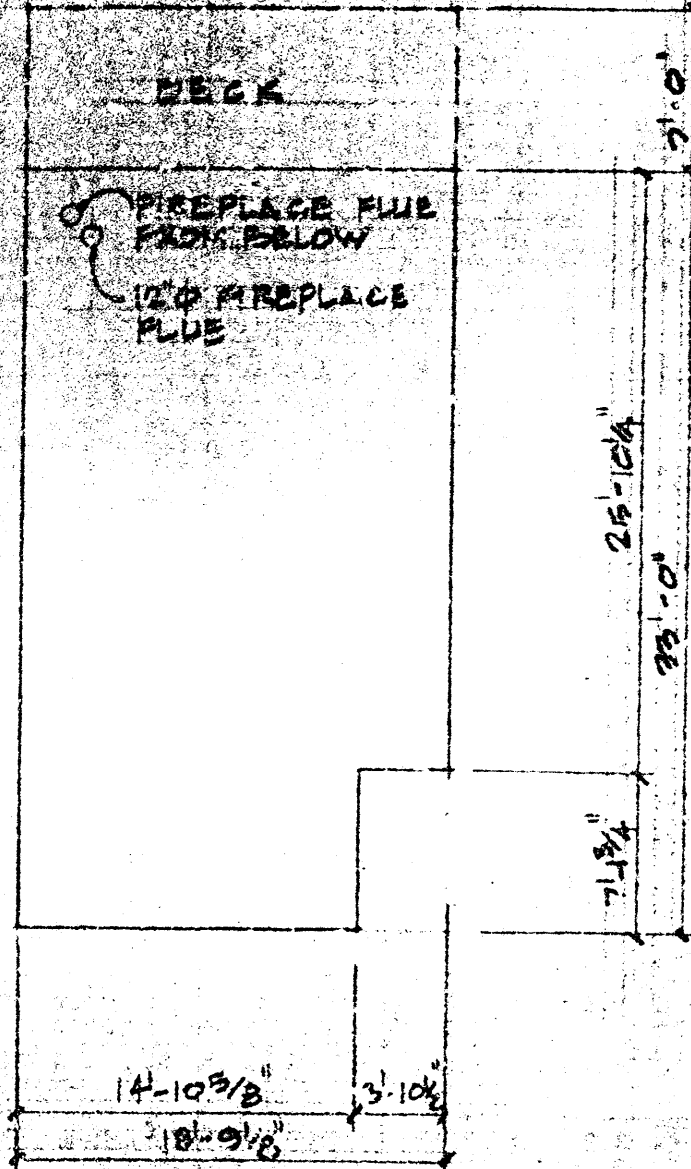
ONE BEDROOM FLOOR PLAN

UNITS NOS. 129, 131, 133, 135, 137, 139 Δ
 FIRST FLOOR OF BUILDING

BY R.K.S. DATE 6-24-76 MT. BACHELOR VILLAGE
 CHRG. BY R.S. DATE 6-24-76 PHASE II
 JOB 75127 BEND, OREGON

MACKENZIE ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 5

Δ 1-19-77 G.H.



TWO BEDROOM FLOOR PLAN

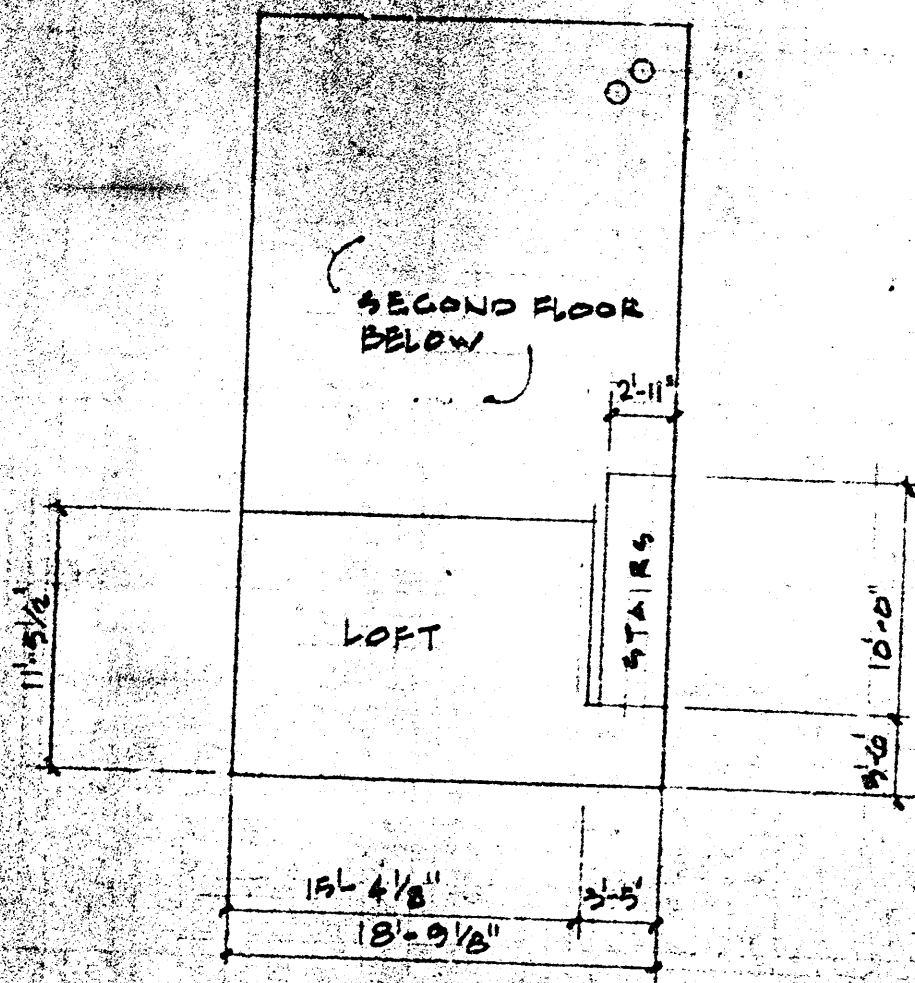
UNITS NOS. 229, 231, 233, 235, 237, 239
 SECOND FLOOR OF BUILDING

EXHIBIT "C"

BY R.K.S. DATE 6-24-76 MT. BACHELOR VILLAGE
 CHKD BY R.S. DATE 6-24-76 PHASE II
 JOB# 710127 BEND, OREGON

MACKENZIE ENGINEERING INCORPORATED
 CONSULTING ENGINEERS
 SHEET NO. 6 OF 6

Δ 1-19-77 GH



TWO BEDROOM FLOOR PLANS

UNITS NOS. 229, 231, 233, 235, 237, 239 Δ
 THIRD FLOOR OF BUILDING

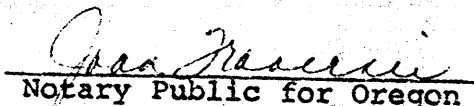
ARCHITECTS' CERTIFICATION OF COMPLETION
SKI HOUSE II CONDOMINIUM SECTION
DESCHUTES COUNTY, OREGON

I, Thomas R. Mackenzie, P.E. being a registered professional engineer licensed in the state of Oregon, hereby certify that I prepared the floor plans for the Ski House II Condominium Section, Deschutes County, Oregon, and that the plans fully and accurately depict the layout of the units and floor plans of the buildings as shown on Exhibits A, B, and C. I further certify that on 14 January 1977 the Ski House II Condominiums were constructed in accordance with the above listed Exhibits.

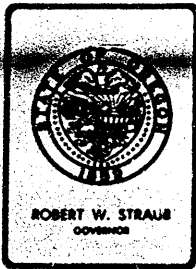
DATED THIS 24th DAY OF JANUARY 19 77.


Thomas R. Mackenzie, P.E.
Oregon

STATE OF OREGON, County of Multnomah, ss: 24 January 1977.
Personally appeared the above-named Thomas R. Mackenzie, P.E. and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:


Notary Public for Oregon

My Commission Expires the 1st day of December 19 80.



Department of Commerce
REAL ESTATE DIVISION

Subdivision Section

COMMERCE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-8422

January 28, 1977

RE: SKY HOUSE II CONDOMINIUM
 OF MT. BACHELOR VILLAGE

Pursuant to ORS 91.535, subject Declaration
 of Unit Ownership is hereby approved.

CONDOMINIUM DECLARATION APPROVED
 OREGON REAL ESTATE DIVISION

Wm. B. Burt

Signature

DATE: JANUARY 28, 1977

17035

STATE OF OREGON
 County of Deschutes

I hereby certify that the within instru-
 ment of writing was received for Record
 the 11 day of Feb A.D. 19 77
 at 3:20 o'clock P M., and recorded
 in Book 245 on Page 411 Records
 of Deschutes

ROSEMARY PATTERSON
 County Clerk
 By *Debbie Patterson* Deputy