

AMENDMENT TO THE BY-LAWS OF
SNO-CAP PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, certain By-Laws under the name of Sno-Cap Owners Association, By-Laws #1, were adopted and that thereafter on October 24, 1974, the certificate of incorporation was issued for Sno-Cap Property Owners Association, Inc., an Oregon non-profit corporation, and

WHEREAS, Articles of Amendment of the corporation were filed July 6, 1978, and

WHEREAS, a Bargain and Sale Deed conveying what is known generally as the "water system" unto Sno-Cap Association, Inc., an Oregon corporation, was recorded on the 16th day of November, 1976, in the Deed Records of Deschutes County, Oregon, and

WHEREAS, various protective restrictions for Sno-Cap Vista Estates, Sno-Cap Vista Estates First Addition, and Sno-Cap Vista Estates Second Addition, have been filed and recorded with the county clerk of Deschutes County, Oregon, and

WHEREAS, Alfred B. Ramsey on the 20th day of July, 1982, did release and quitclaim unto Sno-Cap Property Owners Association, Inc. all interest retained by him in that deed heretofore mentioned, dated November 16, 1976, and

WHEREAS, it is the desire of the parties who have subscribed hereunder and the owners as defined hereafter of properties within the named subdivisions to clarify the rules and regulations for the homeowners association, the water system, and

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protective covenants and restrictions so that all may be operated and function under the corporation, and

WHEREAS, copies of the referenced documents are attached hereto and by reference made a part hereof and the terms, rules, and regulations as set forth therein are desired to be amended as hereinafter set forth with all rules and regulations as not specifically amended or in conflict herewith to continue in full force and effect as originally set out in the attached documents,

NOW, THEREFORE, in consideration of the premises and mutual covenants, it is hereby understood and agreed by and between the signatures as follows:

1. Recitals: That the recitals and attachments referenced therein shall be a part of this agreement.
2. Owner: The term "Owner" shall be defined as a person or persons holding the contractual or other equitable interest entitling the party to possession in a lot within Sno-Cap Vista Estates or any addition thereto.
3. Membership: Every owner as defined herein shall be a member of this association and therefore subject to its By-Laws, rules, and regulations. Membership shall terminate on transfer of ownership to another party and the new party shall thereupon be entitled to the rights of membership. Terminating members shall be entitled to a pro rata refund of their prepaid assessments. Membership in the association shall further entitle the holder to one vote per lot and use of the common area and facilities, access road, parking for the member and his family, guests, and tenants, as

long as compliance is met with the rules and regulations of the association. Membership rights and its privileges, including voting, however, shall be suspended by the association at any time dues or assessments are in arrears for more than 90 days from the due date thereof.

4. Taxes and Assessments: After full consideration of current maintenance costs and future needs, the regular flat assessment of \$2.00 per month is adopted, payable yearly in advance on the first day of July of each and every year for the total of \$24.00 per year until amended. There shall be one assessment per lot. Fees or charges for water usage shall be in addition to such assessment and shall be in accordance with the rules and regulations posted for the water system. Any assessment not paid when due shall be delinquent and shall bear interest thereafter at the rate of ten percent per annum. Assessments for water shall be used for the expense and operation of the water system while other assessments of the association shall be used for the following purposes:

(a) Payment of the cost of maintaining the roads, signs, and common area;

(b) Payment of taxes levied against the common area;

(c) Payment of costs of insurance against liability arising out of the existence of the association and its Board of Directors;

(d) Payment of expenses incurred in organizing the association (initial \$20.00), and if there is an excess, such excess shall go into the general fund;

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(e) Payment of any expense reasonably incurred by the association Board of Directors in the operation of the association, including emergencies.

5. Elections: The membership shall elect five directors, each of which shall serve a two-year term, with two being elected on odd numbered years and three being elected on even numbered years. The membership shall elect annually from the membership a president and a vice president. The board of directors shall elect from the entire membership a secretary and two treasurers, one for the water system and one for the association, and a treasurer of the water system. All officers shall serve for one year or until their successor is elected and qualified. In order to maintain their office position, they further must be in good standing at all times with the association.

6. Meetings: A quorum for the annual meeting shall be ten members and the annual meetings shall be held on the last Sunday of June of each year. The location of the annual meeting shall be given by written notice to all members at least 15 days in advance of the meeting date. Members may appear in person or vote by proxy in writing, signed and dated by the member. Notice of meetings of the board of directors other than the annual membership meeting shall be given in the following fashion:

The board of directors shall meet at least twice a year and the president can call the meeting of the board of directors upon giving reasonable notice mailed to the other members of the board.

7. Amendment to By-Laws: By-Laws can be amended only upon a vote affirmatively of not less than 51 percentage of those voting. Before a vote upon an amendment of By-Laws, 30 day written notice of the proposed change shall be given to each member at his address as posted in the office and records of the association. It shall be the obligation of each member to keep a current address so posted.

8. Miscellaneous: Any two of the following officers shall be co-signers on the association's bank accounts: the President, the Secretary-Treasurer, and/or the Vice-President.

The board of directors shall have full power and authority to act for the association and to conduct the business of the association. For major items, except for emergencies, approval of the membership shall first be had and received by the board of directors.

Emergency repairs or improvements shall be approved by a quorum of the board of directors or a majority of the available officers of the association.

The books of the association shall be open for inspection at all reasonable times and hours by any member of the association, or his or her agent or attorney.

The books of the association and of the water system shall be audited at least once each year prior to the annual meeting (and

in the event of a change in the office of treasurer or water treasurer by a quorum of the board of directors.

9. Water: Any water user who falls more than two months in arrears on their water bill shall have their water shut off after a notice of ten days has been served, and a \$50.00 fee will be charged to resume service after a satisfactory agreement for payment has been made with the water system officials.

Water rates will be determined by the board of directors. Adjustments may be charged to reflect overhead including utility rates, capital improvements and maintenance costs. The total charges for water services are to be used solely for continuity of water system service.

In the event that a property owner rents or leases his property, it is the property owner's responsibility to notify the Sno-Cap Water System, in writing, that renters will be occupying their residence, and to notify the renters that they will need to pay a deposit of \$50.00 prior to occupancy. This shall be returned to them at the termination of service, providing that they do not owe money to the system. Failure to notify the water system obligates the property owner to be responsible for the water bill.

No water meter installation or water hook-up shall be made to any lot that owes money to the water system until the bill has been paid in full.

The meter and water box installment to a lot in Sno-Cap Vista needs to be paid for in advance before installation and hook-up.

The maximum households to be connected to Sno-Cap Water System will not exceed 50. One water service will be connected to each lot including not more than three services outside of Sno-Cap Vista Estates.

10. Enforcement: The board of directors is hereby grant full authority to enforce the rules and regulations as set forth herein, including the right to commence and pursue legal action for collection or enforcement as the case may be.

11. In addition to terminating services for water, the association may revoke the parties' privileges for use of common area.

12. Attorney's Fees: In the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

IN WITNESS WHEREOF, we, the undersigned and members, have duely consented to the above amendments.

John D. Hill
Louis W. Amort
William C. Smith
Jeanette A. Knight
John Sivertan
Elmer R. Schurly

Nancy M. Bolce
Virgil E. Pushee
Harold L. ...
Ernest R. Bryant
Mark L. Hogan

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 Attorneys at Law

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SNO-Cap Property Owners
Association Inc. Directors

Virl E. Pushee

Nancy M. Bolce

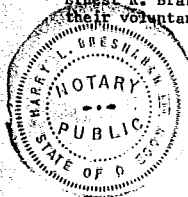
John Sievertsen

Ernest R. Brandt

Merle L. Grogan

10/15/82

Personally appeared the above named Virl E. Pushee, Nancy M. Bolce, John Sievertsen, Ernest R. Brandt, and Merle L. Grogan, and acknowledged the foregoing to be their voluntary act.



Harry L. Gresham III
Notary Public for Oregon

My commission expires 8/21/84

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IN WITNESS WHEREOF, we, the undersigned and members, have duly consented to the above amendments.

Patrick J. Hogan

Shirley C. Hogan

Sept. 29, 1982

I approve of the proposed amendment
to the by-laws as presented
on the first seven pages

Robert W. Geesky

Carol Ann
for [Signature]

William B. Hise

Louis H. Margensen

Richard C. Spiller

Ruth Boote

Carroll J. Davis

Doris A. Simon
Robert J. Simon

Richard C. Lind

James C. Lind

R. Freund

R. FREUND

4358 MCKAY Dr. S.

SALEM, OR 97302

Charles V. Fancher

We accept the
amendments as
stated.

* Willard B. Partz

Helene L. Partz

Sept. 21, 1982

For the Amendment to the By-Laws to Sno-Cap Property Owners Ass. Inc.

Inez Lang

Conrad Walter

We wish to vote NO or against
the approval of proposed amendment
to the Dry Laws.

Frederic Burnum
Norothy I Burnum

7355

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 15 day of Oct A.D. 19 82 at 2:54 o'clock P M., and record in Book 367 on Page 312 Records of deeds

ROSEMARY PATTERSON

County Clerk

By Phyllis Beck Deputy

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