

8509

BYLAWS
OF THE ASSOCIATION OF UNIT OWNERS OF
SUNRIVER LODGE

ARTICLE I
NAME AND OFFICE

1. Name. This association shall be named the "Association of Unit Owners of Sunriver Lodge" (hereinafter referred to as the "Association").
2. Principal Office. The principal office of the Association shall be maintained at Sunriver Center, Sunriver, Oregon 97901.

ARTICLE II
MEMBERS

1. Composition and Voting Rights of the Association.
The Association shall be composed of all the unit owners of units in the condominium known as Sunriver Lodge; provided, however, that a lessee of a unit pursuant to a lease thereof duly filed with the Board of Directors shall be deemed the owner of such unit to the extent and for such purposes as shall be provided in such lease and such lessee shall be entitled, as owner of such unit, either in person or by proxy, to vote on matters within the scope of his authority as set forth in such lease at all meetings of the Association.

Each unit owner shall have a vote equal to his percentage interest in the general common areas of the project as set forth in the Declaration of Sunriver Lodge recorded in the office of the recording officer of Deschutes County, Oregon. A proxy given by a unit owner to any person to represent such owner at meetings of the Association shall be in writing and signed by such owner, shall be filed with the Board of Directors and, unless limited by its terms, shall be deemed valid until revoked in writing. An executor, administrator, 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 executor, administrator, guardian, or trustee holding such unit in such capacity. Whenever any unit is owned by two or more jointly, according to the records of the Association, the vote therefor may be exercised by any one of the owners then present, in the absence of protest by a co-owner, but in the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners.

2. Annual Meeting. The annual meeting of the Association shall be held in the month of February or March on such date as the Chairman may designate or, if

the Chairman shall fail to designate such date by the fifteenth day of February, then on the third Tuesday in March. The annual meeting shall be for the purpose of electing directors and for the transaction of any other business brought before the meeting.

3. Special Meetings. Special meetings of the Association may be called at any time by any director or upon the request of unit owners owning not less than one-third of the total percentage of all owner's interests in the general common areas of Sunriver Lodge. At any such special meeting, only such business shall be transacted as shall have been specifically or generally described in the notice of such meeting.

4. Quorum. At any meeting of the Association, unit owners owning more than fifty percent of the general common areas according to the recorded Declaration of Sunriver Lodge, present in person or by proxy, shall constitute a quorum and the concurring vote of a majority of such owners present and constituting a quorum shall be valid and binding upon the Association, except as otherwise provided by law or by these Bylaws.

5. Adjourned Meetings. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority vote of the unit owners present, whether or not a quorum be present,

without notice other than the announcement at the meeting. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

6. Place of Meetings. All meetings of the Association shall be held at its principal office, unless otherwise stated in the call, and all meetings shall be held in the State of Oregon.

7. Notice of Meetings. No notice of the annual meeting need be given if the meeting is to be held on the third Tuesday in March at the principal office of the Association. If any meeting is to be held elsewhere or at a different time, notice shall be given by the Secretary in writing to each unit owner, such notice to be given not less than fourteen days before the meeting; provided, that no notice of a meeting need be given to any owner who shall waive such notice in writing or who shall be present at such meeting, in person or by proxy. Written notice shall be effective, whether or not received, if mailed to the last known address of a unit owner shown on the books of the Association's Secretary and shall be effective as of the date mailed or personally delivered. The written ratification by an owner of any action taken at any meeting shall be equivalent of a waiver of notice

of such meeting by the one so ratifying.

ARTICLE III

BOARD OF DIRECTORS

1. Election. The unit owners shall elect from among themselves a Board of Directors consisting of six persons. The initial six directors shall be elected for staggered terms, so that two shall have a term of three years; two a term of two years; and two a term of one year; thereafter each director elected shall have a term of three years (and until his successor be elected), so that the terms of two directors shall expire annually. Whenever any director is absent from a meeting of the Board of Directors by reason of any temporary incapacity or absence from Oregon on the day on which the meeting is held, the office of such director shall be temporarily vacant during such meeting, but the number of directors required to constitute a quorum or to transact business shall not be thereby reduced. In the event of the death, resignation or disqualification of any director, then at a special meeting, if a special meeting be called, or at the next annual meeting of the Association, the unit owners of the Association shall elect a successor director who shall hold office for the unexpired term of the director whose place is vacant.

2. Powers. The Board of Directors shall be vested

with the management of all the affairs of the Association, including, but without being limited to, the power to direct the purchase by the Association of such property as the purposes thereof shall require, to provide for the incurring of debts on behalf of the Association, and the issuance of notes or other evidence of such debts, and to provide for the mortgage, pledge or hypothecation of all, or any part of, the assets of the Association; provided that the annual purchases by the Board of Directors of capital assets for the Association may not exceed the total amount of twenty-five thousand dollars (\$25,000.00), without the enactment of a resolution authorizing additional purchases of capital assets by a majority of not less than seventy-five percent (75%) of all the unit owners of the Association. The Board may also engage the services of an individual or corporate manager and provide for his or its compensation. The Board may delegate to such manager the power to contract for services and to employ gardeners, workmen, and other help for the operation and maintenance of the common elements and of any of the units the owners of which shall have consented thereto; provided, however, that no contract for services or of employment shall continue in effect if rejected by the Board of Directors within six months of its inception. The Board may also delegate to such manager any additional

powers and duties.

3. Removal. Any director may be removed from office at any time, with or without cause, upon the majority vote of the unit owners at a meeting of the Association; provided, however, that the notice of such meeting shall have stated that such removal was to be considered, and provided further that a substitute director shall be elected at the same meeting for the then unexpired term of the one so removed.

4. Compensation. The directors, as such, shall serve without compensation.

5. Meetings. The Board of Directors may hold meetings when and in such place in Oregon as the Chairman shall designate, or, in the case of his absence from the State, incapacity, or death, then as may be designated by a majority of the other directors. The annual organizational meeting of the Board of Directors shall be held at the place of the annual meeting of the Association and as soon as practical thereafter, and no written notice thereof shall be necessary.

6. Notice of Meetings. The Secretary shall give notice in writing of each meeting of the Board of Directors (except the meeting following the annual meeting of the Association) to each director at least fourteen days before the meeting. The failure to give notice shall

not invalidate any action at a meeting of the Board of Directors at which all the directors are present. The presence of any director at any meeting shall constitute a waiver of any required notice of such meeting.

7. Quorum. A majority of the directors shall constitute a quorum for the transaction of business, and in every case the affirmative vote of a majority of the whole Board shall be necessary to the validity of any act of the Board. In the event of a tie vote of the Board, the Chairman of the Board shall be allowed to cast one extra vote.

ARTICLE IV

OFFICERS

1. Office, Election and Removal. The Board of Directors shall elect annually, at its first meeting after the annual meeting of the Association, a Chairman, a Secretary and a Treasurer, each of whom shall serve for the ensuing year and until his successor shall be elected. The Chairman shall be elected from among the Board of Directors. The Secretary and the Treasurer need not be members of the Board or unit owners, and either or both may be a corporation. The Board of Directors may elect such other officers as it may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the Board of Directors. One person may hold more than one office, except that the Chairman shall hold no other office. Any officer shall

be subject to removal at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer shall become vacant for any reason, the Board of Directors may elect a successor to fill the unexpired term.

2. Chairman. The Chairman shall preside over all meetings of the Board of Directors and the Association at which he shall be present. In his absence, the senior of the other members of the Board of Directors who are present shall preside. The Chairman shall have the powers and perform the duties customarily incidental to the chief executive officer of a corporation and such other powers and duties as are assigned to him elsewhere in these Bylaws or as may be assigned to him from time to time by the Board of Directors.

3. Secretary. The Secretary shall keep the minute books wherein all resolutions duly passed and all other action taken at any meeting by the Association and by the Board of Directors shall be recorded. He shall give notice of all meetings of the Association and the Board of Directors. The Secretary shall have the powers and perform the duties customarily incidental to his office and such other powers and duties as may be assigned to him from time to time by the Board of Directors.

4. Treasurer. The Treasurer shall keep all the

Association's financial records and books of account and have custody of all funds and securities of the Association and be responsible for the safekeeping of all moneys, notes, bonds, and other money instruments belonging to the Association. He shall be bonded and shall render statements in such form and as often as required by the Board of Directors or the Association. He shall send an audited financial statement to each unit owner as soon as practicable after the end of the fiscal year of the Association. He shall have the powers and perform the duties customarily incidental to his office and such other powers and duties as may be assigned to him by the Board of Directors.

5. Compensation. The Chairman shall serve without compensation as such. The Secretary and Treasurer each shall receive such compensation as the Board of Directors shall determine.

ARTICLE V

RULES AND REGULATIONS

In order to assure the peaceful and orderly use and enjoyment of the property, and particularly of the common areas of Sunriver Lodge, the Association from time to time may adopt, modify, and revoke, in whole or in part, rules and regulations governing the conduct of persons and the operation and use of the units common elements

as it may deem necessary or appropriate, by vote of not less than seventy-five percent (75%) 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 such 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 on all unit owners and occupants of all units from the date of delivery. Such rules and regulations shall not be inconsistent with any existing contracts for the commercial renting of any unit.

ARTICLE VI

EXPENSES

1. Expenses and Assessment. Each unit owner shall contribute pro rata toward the common condominium expenses of Sunriver Lodge, including, but without being limited to, the cost of operation, maintenance, repair, and replacement of all common elements and the cost of insurance, in the proportion of his interest in the general common areas. One of the items of common expense for which the Board of Directors shall assess the unit owners is the monthly charge necessary to maintain the lease of the real property from Sunriver Properties, Inc. and Sunriver Lodge, Inc.,

in full force and effect. In allocating this common expense, the Board of Directors shall assess each unit owner based on the type of his unit as follows: Two-bedroom apartment, \$18.00; Three-bedroom apartment, \$22.50. The Board of Directors shall fix a monthly assessment for each unit in an amount sufficient to provide for all current expenses, a reasonable reserve for future expenses, and such other expenses as the Board of Directors may deem necessary. Such monthly assessments shall be due and payable quarterly in advance on the first day of every calendar quarter without demand, and delinquent accounts shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. The amounts received shall be held by the Treasurer in trust until expended for the purposes for which they were assessed.

2. Vouchers. The Treasurer shall pay all vouchers signed by the manager up to one thousand dollars (\$1,000.00). Any voucher in excess of one thousand dollars (\$1,000.00) shall require the signature of the Chairman and the manager.

3. Lien and Foreclosure. The assessments referred to in the preceding paragraph 1 of this Article VI and all interest thereon, shall constitute a lien upon each unit and such lien shall be collected and shall have the priority as provided in ORS 91.580.

Upon foreclosure of such lien, the unit owner shall be required to pay a reasonable rental for the unit from the date of filing of the suit until the date of sale of the unit in foreclosure and, if a part of such suit, the confirmation of such sale. The plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect said rent. The manager, acting on behalf of the Association of Unit Owners, shall have the power to bid in the unit at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. A suit to recover a money judgment for unpaid assessments and interest shall be maintainable against any unit owner without either foreclosing or waiving the lien securing the same.

ARTICLE VIII

MISCELLANEOUS

1. Execution of Instruments. All checks, drafts, notes, bonds, acceptances, deeds, leases, contracts and other instruments shall be signed 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 such general or special resolution applicable to any such instrument, then such instrument shall be signed by the Chairman.

2. Definitions. The terms used herein shall have

the meanings defined in the Unit Ownership Act of Oregon and the recorded Declaration of Sunriver Lodge, except that "Sunriver Lodge" shall mean the "Project" as defined in said Declaration.

3. Persons Affected. All unit owners, tenants of such owners, employees of owners and tenants, and any other persons that may in any manner use the property subject hereto shall be subject to these Bylaws and all rules and regulations promulgated pursuant thereto, as the same may from time to time be amended.

4. Plan of Sunriver. At all times these Bylaws are subject to, and shall be interpreted in view of, the Plan of Sunriver and no action shall be taken or omitted which shall violate or conflict with said Plan.

5. Initial Effect. These Bylaws are adopted by Sunriver Lodge, Inc., on behalf of the Association of Unit Owners and shall be in full force and effect until the first annual meeting of said Association. To continue in effect thereafter, these Bylaws must be adopted as herein set forth or as amended by the Association at said first annual meeting.

ARTICLE IX

AMENDMENT

These Bylaws may be amended at any annual or special meeting of the Association in the notice of which such

amendment is announced; provided, however, that such amendment shall not be effective unless and until approved in writing by seventy-five percent (75%) of the unit owners and until a copy of the bylaws as so amended, certified by the Chairman and Secretary of this Association, is recorded with the recording officer of Deschutes County, Oregon.

Adopted this 31st day of July, 1967,
on behalf of the Association of Unit Owners of Sunriver
Lodge, hereafter to be organized.

SUNRIVER LODGE, INC.

ATTEST:


President


Secretary

Bylaws approved by SUNRIVER PROPERTIES, INC.


President

STATE OF OREGON)
) ss.
County of Deschutes)

On this 31st day of July, 1969, before me personally appeared JOHN D. GRAY and DONALD V. McCALLUM, to me known, who, being duly sworn, on oath did say, each for himself, and not one for another: That he, said JOHN D. GRAY, is the president, and that he, DONALD V. McCALLUM, is the secretary, of SUNRIVER LODGE, INC., an Oregon corporation; that said instrument was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Shirley M. Wene
Notary Public for Oregon
My Commission Expires: Feb. 3, 1971.

No. 8509
STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 3rd day of June A.D. 1967 at 9:10 o'clock A.M. and recorded in Book 165 on Page 906 Record of Don

By [Signature] County Clerk
Deputy

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