

BYLAWS OF
THE EAGLE CREST MASTER ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

Section 1. Name. The name of the association is the Eagle Crest Master Association (the "Association"). The principal office of the Association shall be at such place in the County of Deschutes, State of Oregon, as the Board of Directors may designate from time to time.

Section 2. Definitions. Unless expressly indicated to the contrary, the terms used herein shall have the following meanings:

(a) **Declaration.** That certain Declaration of Covenants, Conditions and Restrictions of the Eagle Crest Planned Community recorded June 24, 1985 in the office of the recording officer of Deschutes County, and all amendments thereto.

(b) **Project.** All of the "Property" (as defined in the Declaration) and the improvements thereon.

(c) **Additional Terms.** The balance of the terms defined in the Declaration shall have the same meaning when used in these Bylaws as when used in the Declaration.

Section 3. Purpose. The Association has been formed for the purpose of exercising the powers and performing the duties of the Association set forth in these Bylaws, the Articles of Incorporation of the Association and the Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualifications. Each Owner of a Real Property Interest, including Declarant but excluding (i) any Sub-Association owning property on behalf of its membership as well as (ii) persons or entities who hold interests merely as security for the performance of an obligation, shall be a Member of the Association. If a Real Property Interest is owned by more than one Owner, all such Owners shall be Members of the Association; provided, however, that for the purposes of the representation of such Real Property Interest with regard to the affairs of the Association and the voting of the Members of the Association, each Estate Homesite, Condominium, Commercial Lot and Vacation Resort Ownership Unit shall each be represented by and entitled to only one vote which shall be exercised and cast in accordance with the provisions of these Bylaws. Ownership of Real Property Interest within the Project shall be the sole qualification for membership in the Association.

Section 2. Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Real Property Interest giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Real Property Interest and then only to the transferee of title to said Real Property Interest. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Real Property Interest shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

(a) **Class A.** The Class A Membership of the Association shall consist of the following, and each Class A Members shall be entitled to vote as follows:

(i) Prior to conversion of the Class B Membership, each Non-Declarant Owner, and subsequent to such conversion each Owner of an Assessable Estate Homesite shall be entitled to one vote for each Assessable Estate Homesite.

(ii) Prior to conversion of the Class B Membership each Non-Declarant Owner, and subsequent to such conversion each Owner of a Condominium shall be entitled to one vote for each Condominium.

(iii) The Owners of Intervals, including Declarant, shall be entitled to one vote for each Vacation Resort Ownership Unit.

(iv) The Owners of Commercial Lots shall be entitled to one vote for each Commercial Lot.

(b) **Class B.** The Class B Membership of the Master Association shall be Declarant who shall be entitled to three (3) votes for each Condominium and for each Assessable Estate Homesite owned. Class B Membership shall cease and be converted to Class A Membership on the happening of the earlier of the following events:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(ii) Three years from the date of issuance of the most recent Public Report with respect to any part of the Property; or

(iii) Ten (10) years from the date of the original issuance of the first Public Report with respect to any portion of the Property.

Whenever these Bylaws, the Declaration or the Articles require the vote, assent or presence of a stated number of Owners or Members entitled to vote on a matter or at a meeting with regard to the taking of any action or any other matter whatsoever, and unless provided specifically to the contrary in the Declaration, the provisions of this Article II and Section 3 of Article IV shall govern as to the total number of available votes, the number of votes Member is entitled to cast at the meeting, and the manner in which the vote attributable to a Real Property Interest having more than one Owner shall be cast.

Section 4. Joint Owner Disputes. The vote, or votes, for each Estate Homesite, Condominium, Commercial Lot and Vacation Resort Ownership Unit may be cast only as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Real Property Interest, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Real Property Interest.

Section 5. Members' Rights and Duties. Each Member shall have the rights, duties and obligations set forth in these Bylaws, the Articles and the Declaration, as the same may be amended from time to time.

ARTICLE III

MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

Section 1. Membership Assessments. All Annual Assessments together with all other assessments of the Members provided for in the Declaration shall be paid by the Members at the time, in the manner and subject to the conditions and limitations set forth in the Declaration, and the Board shall fix, levy, collect and enforce such assessments at the time, in the manner and subject to the limitations set forth in the Declaration.

Section 2. Enforcement, Lien Rights. For the purpose of enforcing and collecting assessments, this Association shall have the lien rights set forth in the Declaration, which lien rights shall be enforceable by the Board in the manner set forth in the Declaration. The Board shall also have and be entitled to exercise all other rights and remedies set forth in the Declaration or otherwise provided for at law or in equity.

ARTICLE IV

MEMBERSHIP RIGHTS AND PRIVILEGES

Section 1. Rights and Privileges of Members. No Member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts delegated to the Board by these Bylaws, or the Declaration. Each Member shall have all of the rights and privileges including, but not limited to, property rights and rights to access over, and use and enjoyment of the Master Association Property granted to the Members by these Bylaws and the Declaration subject to such limitations as may be imposed in accordance therewith.

Section 2. Master Association Policies and Procedures. Upon notice and hearing the Board may establish such rules, regulations, policies, procedures and prerequisite conditions (collectively "policies and procedures") to the use of the Master Association Property and the facilities thereon as it, in its sole discretion, deems appropriate, so long only as such policies and procedures do not materially abridge the rights of Members set forth in the Declaration. Upon notice and hearing, the Board may establish and/or amend any such policies and procedures with respect to the use of the Master Association Property and facilities thereon. Upon notice and hearing, the Board may determine whether admission and/or other fees shall be charged for the use of any recreational facilities situated upon the Master Association Property; provided, however, that subsequent to the meeting for turnover of administrative control as defined in Article V, Section 3(c), if such fees are to be charged to Members, no such fees shall be imposed without the vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant. Any such admission or other fees (as distinguished from assessments) shall apply equally to all Members of the Association and to their spouses or children living with such Member, (but need not be the same as such fees for persons who are neither Members or Members' spouses or children living with such Member) and shall be used first by the Association for expenses of maintenance, repair and operation of any recreation facility the use of which is subject to an admission or other fee set by the Board, until all monies derived from such admissions and fees have been expended therefor. All policies and procedures adopted pursuant to this Section 2 and pursuant to the Declaration shall hereinafter be referred to as the "Master Association Policies and Procedures."

Section 3. Suspension of Voting Rights and other Membership Rights; Imposition of Monetary Penalties. After the meeting of the Board, as provided below, the Board shall have the right to suspend the voting rights of any Member or Members for the period during which any Assessment owed by such Member remains unpaid and delinquent. The Board shall also have the right to suspend such voting rights for a period not to exceed 30 days and to impose monetary penalties for any other failure to comply with the Declaration or the Master Association Policies and Procedures by any Member, his servants, guests, tenants, invitees or the members of his family; provided that any suspension of voting rights shall be made or monetary penalties imposed by the Board only after a meeting of the Board, at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in these Bylaws for the noticing, calling and holding of a special meeting of the Board.

Written notice of such meeting, including notice of the proposed actions of the Board and the reasons therefor, shall be given as in the manner described for special meetings of the Board to the Member whose voting rights are being sought to be suspended or against whom monetary penalties are sought to be imposed. Such notice shall indicate the effective date of such suspension or imposition of monetary penalties which date shall not be less than 15 days from the date such notice is given. Such notice shall be given as provided in Article V, Section 5, below.

The Member whose voting rights are being sought to be suspended or against whom monetary penalties are sought to be imposed shall be entitled to appear at such meeting, which shall be held not less than 5 days before the effective date of the suspension or imposition of monetary penalties, and present his case as to why voting rights should not be suspended or such monetary penalties should not be imposed. The decision as to whether such rights should be suspended or such monetary penalties should be imposed shall be made by a majority of the members of the Board present at such meeting and shall be binding upon all Members. No action taken at such meeting shall be effective unless a quorum of the Board is present. No suspension of voting rights or imposition of monetary penalties shall be effective unless and until written notice has been given to the Member of the suspension or imposition of monetary penalties and the reason(s) therefor and the effective date of such suspension or imposition of monetary penalties is indicated in said notice.

The remedies described above shall not limit the right of the Board to establish a schedule of late payment charges to be imposed on any Member for nonpayment of assessments. Said late payment charges shall be separate and in addition to the remedies described above.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. Place of Meeting. All meetings of the Members shall be held within the Eagle Crest Planned Community or as close thereto as may be practical.

Section 2. Annual Meeting of Members. The annual meeting of Members shall be held each year in the same month in which the organization meeting as hereinafter provided for was held commencing with the year immediately following the year during which the organization meeting is held. An organization meeting shall be held within one year after the date of recordation of the deed for the sale of the first interest in a Real Property Interest. At the organization meeting, and at all subsequent annual meetings as required, the Members shall elect a Board of Directors by secret written ballot in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such organization or annual meeting.

Written notice of both the organization meeting and each annual meeting shall be given to each Member by the Secretary or, in the case of the organization meeting only, by the Declarant, in the manner hereinafter provided. All such notices of any organization or annual meeting shall be sent to each Member not less than 10 days and not more than 50 days before such meeting, and shall specify the place, the day and the hour of such meeting and shall generally state those matters which the Board, at the time of mailing of the notice intends to present for action by the Members (but

any proper matter may be presented for action at such meeting). The notice of any meeting at which Directors are to be elected shall include the names of those who are nominees at the time the notice is sent to Members.

Section 3. Special Meetings.

(a) **General.** Special meetings of Members, for any purpose or purposes whatsoever, may be called at any time by the President of the Association or by the Board or by any two or more Directors or by Members representing 10 percent or more of the total voting power of all Members; provided that no special meeting may be held or called prior to the organization meeting. Except in special cases where other express provision is made by statute, these Bylaws or the Declaration, notice of such special meetings shall be given in the same manner as for annual meetings and may be given by any person or persons entitled to call such meeting. Notices of any special meetings shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted (and no other business may be transacted).

If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, any Vice-President or the Secretary of the Association. The Officer receiving the request shall cause notice to be given to the Members entitled to vote, that a meeting will be held, and the date for such meeting. The date of such meeting shall be not less than 30 nor more than 50 days from the date such notice is given. If the notice is not given within 20 days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board.

(b) **Transition and Turnover of Administrative Responsibility.** Within 60 days after the Declarant has conveyed Real Property Interests representing 50% of the votes in the Association, but not later than 30 days before the organization meeting is held, the Declarant shall call a meeting of the Members for the purpose of selecting a transitional advisory committee; provided, however, that if Declarant has not so acted the Board shall call such a meeting in the manner of calling a special meeting as provided in this section. The Members other than Declarant shall select two members of this transitional advisory committee and Declarant may select no more than one member. The transitional advisory committee shall have reasonable access to all information and documents which Declarant shall turn over to the Association at the turnover meeting specified in this Article and shall make itself familiar with such information and documents and take all steps reasonably necessary to assume administrative responsibility from Declarant at the time of the turnover meeting.

(c) **Turnover Meeting: Transfer of Administration.** At a time which is the earlier of the date of the organization meeting or 120 days after Real Property Interests representing 75% of the votes of the Association have been conveyed by Declarant, Declarant shall convene a meeting for the purpose of turning over administrative responsibility for the Eagle Crest Planned Community to the Association; provided, however, that if Declarant does not call such meeting it shall be called by the Board, the transitional advisory committee, or any Member in the manner set forth in subsection (a) of this Section. At the turnover meeting the Declarant shall relinquish administrative control of the Association to the Board and the Board shall accept such responsibility from Declarant. At said meeting Declarant shall deliver to the Board the following:

- (i) The original or a photocopy of the recorded Declaration and copies of the Bylaws and the Articles of Incorporation, if any, of the Association and any supplements and amendments to the Articles or Bylaws;
- (ii) A deed (or copy of a previously recorded deed) to the Master Association Property in the Planned Community, unless otherwise provided in the Declaration;
- (iii) The minute books, including all minutes, and other books and records of the Association and the Board of Directors;
- (iv) All Policies and Procedures adopted by the Declarant;
- (v) Resignations of officers and members of the Board of Directors who are required to resign because of the expiration of any period of Declarant control reserved pursuant to ORS 94.600;
- (vi) A report on the present financial position of the Association, consisting of a balance sheet and an income and expense statement for the prior 12 month period or a period following the recording of the Declaration, whichever period is less;
- (vii) All funds of the Association and control of the funds;
- (viii) All tangible personal property that is property of the Association, and an inventory of the property;
- (ix) Records of all property tax payments for the Master Association Property to be administered by the Association;
- (x) Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns;
- (xi) All bank signature cards;
- (xii) The reserve account established in the name of the Association under ORS 94.595;
- (xiii) An operating budget for the portion of the Planned Community turned over to Association administration and a budget for replacement and maintenance of the Master Association Property;
- (xiv) A copy of the following as it pertains to the Master Association Property, if available:
 - (A) The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - (B) The original specifications, indicating all subsequent material changes;
 - (C) The plans for underground site service, site grading, drainage and landscaping together with cable television drawings;
 - (D) Any other plans and information relevant to future repair or maintenance of the property; and
 - (E) A list of any general contractor and the electrical, heating and plumbing subcontractors responsible for construction or installation of Master Association Property.
- (xv) Insurance policies;
- (xvi) Copies of any occupancy permits issued for the Planned Community;
- (xvii) Any other permits issued by governmental bodies applicable to the Planned Community in force or issued within one year before the date on which the owners assume administrative responsibility;
- (xviii) A list of any written warranties on the Master Association Property that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;
- (xix) A roster of owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;
- (xx) Leases of the Master Association Property and any other leases to which the Association is a party;
- (xxi) Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

(xxii) Any other contracts to which the Association is a party.

In order to facilitate an orderly transition during the 90 day period next following said turnover meeting, the Board shall inquire of Declarant with respect to any information which may be needed in order to allow the Board to assume full administrative control as contemplated pursuant to this Section.

Section 4. Notice of Certain Agenda Items. If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice of written waiver or notice states the general nature of the proposal(s):

- (i) Removing a Director without cause;
- (ii) Filling vacancies on the Board by the Members;
- (iii) Amending the Articles;
- (iv) Adopting a contract or transaction in which a Director has a material financial interest;
- (v) Approving a plan of distribution of assets, other than cash, in liquidation when the Association has more than one class of memberships outstanding.

Section 5. Manner of Giving Notice. Notice of any meeting of the Members shall be given either personally or by first-class mail, telegraphic or other written communication, charges prepaid, addressed to each member either at the address of any Real Property Interest in the Project owned by the Member or the address given by the Member to the Association for the purpose of notice. If no address appears on the Association's books and no other has been given and the Member does not reside at the address of the Real Property Interest owned by him, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or telegraphic or other written communication to the Association's principal executive office, or (ii) notice is published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication. An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the Secretary, Assistant Secretary, or any other agent of the Association giving the notice, and if so executed, shall be filed and maintained in the minute book of the Association.

Section 6. Quorum. The presence either in person or by proxy at a Members' meeting of Members representing and entitled to cast at least 30 percent of that number of votes (the "Net Total Votes") which is equal to the difference between the total number of votes in the Association (the "Total Votes") and the number of votes as to which voting rights are suspended at the time of the subject meeting in accordance with these Bylaws, shall constitute a quorum for any action by the Members, unless a different requirement is imposed by these Bylaws, the Articles or the Declaration, and a majority of the Net Total Votes present at a meeting at which a quorum is present shall prevail at such meetings unless a different percentage is required by these Bylaws, the Articles or the Declaration. Subject to the provisions of Section 4 of this Article V and unless otherwise expressly authorized by these Bylaws or the Declaration, all action required or permitted to be taken by the Members may be taken only at a duly called and properly noticed organization, annual or special meeting at which a quorum is present.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members so that less than a quorum is present if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

Section 7. Adjourned Meetings and Notices Thereof. Any membership meeting, organization, annual or special, whether or not a quorum is present, may be adjourned from time to time by the affirmative vote of a majority of the votes entitled to be cast and represented at such meeting in person or by proxy, but in the absence of a quorum, no other business may be transacted at any such meeting unless these Bylaws or the Declaration otherwise provide.

If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a change to the date fixed for the adjourned meeting is made after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. No meeting may be adjourned for more than 45 days. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjournment meeting, other than by announcement at the meeting at which such adjournment is taken, provided, however, if any meeting cannot be held because a quorum is not present, a majority of the Members present either in person or by proxy and entitled to vote, may adjourn the meeting to a time not less than 5 days nor more than 30 days from the time the original meeting was called at which meeting the quorum requirement shall be 25 percent of the Net Total Votes.

Section 8. Consent of Absentees. The transactions of any meeting of Members, either organization, annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote and not present in person or by proxy signs a written waiver of notice or a consent of the holding of such meeting or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of the matters specified in Section 4 of Article V, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Waiver by Attendance. Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business due to the inadequacy or illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be so included in the notice of the meeting, if that object is expressly made at the meeting.

Section 10. Action Without Meeting. Any action other than election of Directors, which under the provisions of law may be taken at a meeting of the Members, may be taken without a meeting and without prior notice if (a) the written ballot of every Member is solicited specifying the proposed action and providing an opportunity to specify approval or disapproval of any proposal, (b) the required number of signed approvals in writing, setting forth the action so taken, is received, (c) the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Ballots shall be solicited in a manner consistent with the requirements of law. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

Subject to any applicable provisions by law, any Member casting a ballot, or the proxyholders of a Member or a transferee of a membership or a personal representative of the Member or their respective proxyholders, may revoke the ballot, or substitute another, by a writing received by the Association prior to the time specified in the solicitation pursuant to the preceding paragraph, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the Association.

Section 11. Record Date. The Board of Directors may fix a date in the future as a record date for the determination of the Members entitled to notice of and to vote at any meeting of Members.

To determine the Members entitled to notice of and to vote at any meeting of Members, the record date shall not be more than 50 nor less than 10 days prior to the date of the meeting. When a record date is so fixed, only Members of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of or issuance of membership certificates on the books of the Association after the record date. If no record date is fixed, Members at the close of business on the business day preceding the day on which notice is given or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of and to vote at the meeting of members.

The record date for determining those Members entitled to vote by written ballot on corporate action without a meeting shall not be more than 60 days before the day on which the first written ballot is mailed or solicited. If no record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

For purposes of this section, a person holding membership as of the close of business on the record date shall be deemed the Member of record.

Section 12. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Association prior to the commencement of the meeting at which the proxy is to be exercised. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Member executing it, before the vote cast pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked by a subsequent proxy executed by such Member, or by personal attendance and voting at a meeting by such Member, or (ii) if written notice of the death or incapacity of the maker of the proxy is received by the Association before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of 11 months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be 3 years from the date of execution. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of law. In any election of Directors, any form of proxy that is marked by a Member "withhold", or otherwise marked in a manner indicating that the authority to vote for election of Directors is withheld, shall not be voted either for or against the election of a Director. Failure to comply with this paragraph shall not invalidate any corporation election taken, but may be the basis for challenging the proxy at a meeting.

ARTICLE VI

DIRECTORS

Section 1. Number, Qualifications, Term of Office. The affairs of the Association shall be managed by a Board of 5 Directors who shall be Members of the Association or representatives of Declarant designated by Declarant. At the organizational meeting, the Members shall elect 5 Directors. The Commercial Project Director and two Residential Project Directors, as herein defined, shall hold office for 3 years. The 2 Vacation Resort Ownership Project Directors, as herein defined, shall hold office for 2 years. At each annual meeting of the Members thereafter, a new Director shall be elected to fill each vacancy created by the expiration of a prior Director's term of office. Such new Directors shall serve for a term of 2 years or until the later election of their successors. Prior to the organization meeting, and thereafter until their successors are elected, the Incorporator of the Association or the first Directors appointed by the Incorporator shall serve as Directors of the Association. The number of Directors may be increased or decreased from time to time (but in no event shall be less than 5) by an amendment to these Bylaws by the Members as hereinafter provided in these Bylaws. Election of the Directors shall comply with the following special election procedures.

(a) **Vacation Resort Ownership Project Directors.** In the event one or more Vacation Resort Ownership Projects have been formed in the Planned Community at the time of such election, at least forty percent of the directors (rounded up to the nearest whole number, but not less than two) shall be elected by the vote of the Vacation Resort Ownership Units. Any Member or appointee of Declarant so long as Declarant owns one or more Intervals who is a member of the Board of any Vacation Resort Ownership Project within the Eagle Crest Planned Community shall be eligible as a candidate for the position of Vacation Resort Ownership Project Director. Nomination shall be made as set forth in Section 2 of this Article VI. The Vacation Resort Ownership Project Directors shall be elected as follows: The Secretary of the meeting shall call for additional nominations, if any, from the floor. Any person so nominated to stand for election shall have his or her name added to the written ballots to be used in the conduct of the election. Following the closing of nominations, the election of Vacation Resort Ownership Directors shall be conducted by secret ballot cast by the Members entitled to vote who are also members of the association of owners of all Vacation Resort Ownership Projects in the Planned Community, which votes shall be cast in the manner specified in the Declaration(s) or Bylaws applicable to such Vacation Resort Ownership Projects.

(b) **Residential Project Directors.** In the event five or more Assessable Estate Lots or five or more Condominiums are included in the Planned Community at the time of such election, at least forty percent of the Directors (rounded up to the nearest whole number but not less than two) shall be elected by the consolidated vote of the owners of the Assessable Estate Lots and Condominiums. Any Member or appointee of Declarant so long as Declarant owns one or more Estate Lots or Condominiums who is a member of the Board of any Estate Lot Sub-Association and/or Condominium Sub-Association within the Eagle Crest Planned Community shall be eligible as a candidate for the position of Residential Project Director. Nomination shall be made as set forth in Section 2 of this Article VI. The Residential Project Director shall be elected as follows: The Secretary of the Meeting shall call for nominations, if any, from the floor. Any person so nominated to stand for election shall have his or her name added to the written ballots to be used in the conduct of the election. Following the closing of nominations, the election of Residential Project Directors shall be conducted by secret ballot cast by the Members entitled to vote who are also Members of the Association of Owners of all Estate Planned Communities and/or Condominium Projects in the Planned Community, which votes shall be cast in the manner specified in the Declaration(s) or Bylaws applicable to such Estate Lot Planned Communities or condominium Projects.

(c) **Commercial Project Directors.** The remaining Directors not elected pursuant to subparagraph (a) or subparagraph (b) hereinabove shall be elected by the Members who are also Owners of Commercial Lots in the Eagle Crest Planned Community. Any appointee of Declarant so long as Declarant owns one or more Commercial Lots or Member who is also an Owner of a Commercial Lot and entitled to vote at the meeting pursuant to the provisions of these Bylaws shall be eligible as a candidate for the position of Commercial Project Director. Nominations shall be made as set forth in Section 2 of this Article VI. The procedure for election of such Director position shall be as follows: The Secretary of the meeting shall call for additional nominations, if any, from the floor. Any person so nominated to stand for election shall have his or her name added to the written ballots to be used in the conduct of the election. Following the closing of nominations, the election of the Commercial Project Director shall be conducted by secret ballot of each of the Members entitled to vote who are also Owners of Commercial Lots.

Section 2. Nominating Committee. The President of the Association shall appoint a committee to select qualified candidates for election to the Board at least 95 days before the date of the election, and the Secretary shall forward to each member, with the notice of meeting required by Article V, Section 2, a list of candidates nominated, by office. The Nominating Committee shall consult with the Board of Directors of each Sub-Association within the Eagle Crest Planned Community and from such consultations develop the nominations for membership to the Board. The nominee or nominees for the Interval Ownership Project Director positions shall be selected by the Nominating Committee from those candidates certified by each applicable board of directors as having met the requirements set forth in the applicable Supplemental Declaration. The nominee or nominees for the Residential Project Director positions shall be selected by the Nominating Committee from those candidates certified by each applicable board of directors as having met the requirements as set forth in the applicable Supplemental Declaration for nomination to candidacy for the Board. Nominees for the Commercial Project Director position shall be selected from among all of the Members of the Association who own a Commercial Lot, or designees of Declarant so long as Declarant owns one or more Commercial Lots.

Members representing 5 percent of the membership may nominate candidates for directorships at any time before the 50th day preceding such election. On timely receipt of a petition signed by the required number of Members, the Secretary shall cause the names of the candidates named by the nominating committee. At the meeting to elect directors, any Member present at the meeting, in person or by proxy, may place names in nomination.

Section 3. Removal, Vacancies and Resignation. The entire Board or any individual Director may be removed from the office, with or without cause, at any duly called, noticed and held annual or special meeting of the Members at which a quorum is present, by a majority of the total votes present at such meeting either in person or by proxy, and entitled to vote for election of the Director being removed, as set forth in Section 1. Removal of any director by the Members shall be invalid unless the matter of removal is an item on the agenda, and the notice of the meeting shall state that such action is to be voted upon at the meeting.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Director, or if the Members shall increase the authorized number of Directors, but shall fail at the meeting at which such increase is authorized or any adjournment thereof to elect the additional Director so provided for, or in the event that Members fail at any time to elect the full number of authorized Directors. Except for a vacancy created by removal of a Director, vacancies on the Board may be filled by a majority of Directors then in office, whether or not less than a quorum, or by a sole remaining Director. In the event of an increase in the authorized number of Directors, no more than one Director may be appointed by the Board, rather than elected by the Members, to fill a vacancy created thereby. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

A vacancy in the Board created by the removal of a Director shall be filled by votes of the Members authorized to elect a Director to the position vacated, as set forth in Section 1, at a duly called and noticed annual or special meeting, and each Director so elected shall hold office until his successor is elected at an annual meeting of Members or at a special meeting duly called for that purpose.

Any Director may resign effective upon giving written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the board accepts the resignation of a Director tendered to take effect at a future time, the Board shall have the power to elect a successor to take office when the resignation shall become effective.

In the event that any Member of the Board shall be absent from 4 consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said fourth absence occurs, declare the office of said absent Director to be vacant.

Any Director elected or appointed to fill a vacancy pursuant to this Section 3 shall be nominated from those Members (or designees), qualified to serve as Director in the vacated position as set forth in Section 1.

Section 4. Place of Meeting. All meetings of the Board shall be held within the Project if reasonably possible, otherwise at a place as close thereto as reasonably possible and within the County of Deschutes, as designated at any time by resolution of the Board or by written consent of a majority of the members of the board.

Section 5. Organization Meeting of the Board. Immediately following the organization meeting and each annual meeting of the Members, the Board shall hold a regular meeting at the same place for the purpose of organization, election of Officers and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 6. Other Regular Meetings. Other regular meetings of the Board shall be held at a time and at such place within the Planned Community or as close thereto as reasonably possible, which place may be designated by the Board from time to time. Notice of the time and place of such meeting shall be posted at a prominent place or places within the Master Association Property at least 72 hours prior to such meeting and shall be communicated to each Director not less than 4 days prior to the meeting. Regular meetings of the Board shall be held at least once every 3 months.

Section 7. Special Meetings. Special meetings of the Board for any purpose or purposes may be called by written notice at any time by the President, or if he is absent or unable or refuses to act, by any Vice President or by any two Directors.

Notice of the time and place of special meetings and of the nature of any special business to be considered shall be given to each Director by written notice at least 72 hours prior to the scheduled time of such meeting; provided notice need not be given to any Director who signs a waiver of notice or a written consent to the holding of the meeting. Notice of the time and place of all special meetings shall be posted at a prominent place or places within the Master Association Property no later than 72 hours prior to the meeting.

Whenever any Director has been absent from any special meeting of the Board and notice of such meeting has been duly given to such Director, an entry in the minutes to the effect that notice has been duly given shall be made.

Section 8. Meetings by Telephone. Only emergency meetings of the Board may be held by conference telephone or similar communication equipment, in which event any member of the Board may participate by conference telephone or similar communications equipment in a meeting at which other Members of the board are physically present, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

Section 9. Quorum Requirement, Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present, unless a quorum is expressly not required pursuant to these Bylaws, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 10. Action Without Meeting. Any action required or permitted to be taken by the board by law, according to the Articles or according to these Bylaws or the Declaration may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceeding of the Board, and shall have the same force and effect as a unanimous vote of such Directors.

If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the Master Association Property within 3 days after the written consents of all Directors have been obtained.

Section 11. Quorum. A majority of the board shall constitute a quorum thereof. Every act done or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present, in person or by telephone, shall be regarded as the act of the Board, unless the provisions of these Bylaws, the Articles or the Declaration (especially those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors) shall require or permit the particular action involved to be taken by the Board under other circumstances.

Section 12. Adjournment. A quorum of the directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at the Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. Open Meetings. Regular and special meetings of the Board shall be open to all Members of the Association provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. Any Member may request to be and shall be connected by telephone conference call to a Meeting by telephone held pursuant to Section 8 of this Article. If the number of Members requesting such connection makes the telephone conference call impractical or impossible, a Meeting by telephone may not be held.

The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 14. Compensation. No Director of the Association shall receive any salary or other compensation for services rendered as a Director or Officer of the Association. However, Directors and Officers shall be reimbursed for expenses incurred in connection with the business of the Association and authorized by the Board. Nothing herein shall preclude any Director from serving the Association in any capacity other than as an Officer or a Director and receiving compensation therefor as authorized and approved by the Board. Any Director receiving any special compensation for services in such other capacity shall be excluded from deliberations and voting by the Board relative to the authorization thereof and fixing compensation with regard thereto.

Section 15. Committees. The Board shall have the power to appoint an Executive Committee and other committees of its members and to delegate to such committees any of the powers and authority of the Board in the management of the business and affairs of the Association except the power to:

- (a) adopt, amend or repeal the Bylaws or the Articles of Incorporation;
- (b) fill vacancies on the Board or in any committee which has the authority of the Board;
- (c) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) appoint any other committees of the Board or the members of these committees;
- (e) approve any transaction (1) to which the Association is a party and one or more Directors have a material financial interest or (2) between the Association and one or more of its Directors or (3) between the Association and any entity in which one or more of its Directors have a material financial interest.

Each Committee shall be composed of 2 or more Directors (one member of the Executive Committee shall be the President) and shall keep regular written minutes of the proceedings and report the same to the Board.

Section 16. Powers and Duties. Subject to the limitations of the Articles, these Bylaws, the Declaration and law as to action required to be taken, authorized or approved by the Members of the Association, or a portion or percentage thereof, all Association powers and duties including those set forth in the Declaration shall be exercised by, or under the authority of the Board and the business and affairs of the Association shall be controlled by the Board.

Section 17. Financial Statements. The responsibilities of the Association with respect to preparation and distribution of the annual financial statement required pursuant to ORS 94.670 and other reporting responsibilities of the Association are hereby delegated to the Board to be performed in the manner specified in Section 2.4(h) of the Declaration.

ARTICLE VII

OFFICERS

Section 1. Enumeration of Officers. The Officers of the Association shall be a President, Vice President, a Secretary, a Chief Financial Officer and such other Officers as the Board may deem necessary. Any person may hold more than one office, provided that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President. The President, Vice-President and Secretary shall be members of the Board. The Chief Financial Officer may be, but need not be a member of the Board.

Section 2. Subordinate Officers. The Board may appoint, and may authorize the President or another Officer to appoint, any other Officers that the business of the Association may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified in these Bylaws or determined from time to time by the Board.

Section 3. Election. The initial Officers shall be chosen by a majority vote of the Directors at the first meeting of the Board, and thereafter, Officers shall be removed or chosen at any subsequent meeting of the Board by a majority vote of the total number of Directors on the Board.

Section 4. Term. All Officers shall hold office at the pleasure of the Board.

Section 5. Resignation of Officers. Any Officer may resign at any time by giving written notice to the Board. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association under any contract to which the Officer is a party.

Section 6. President. The President shall be the Chief Executive Officer of the Association and shall, subject to the control of the Board, have supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the Members and at all meetings of the Board. He shall be an ex-officio member of all standing committees, including the Executive Committee, if in existence, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws. The President shall sign all written instruments, and co-sign all checks and promissory notes, of the Association.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or by these Bylaws.

Section 8. Secretary. The Secretary shall keep or cause to be kept, a book of minutes at the principal office of the Association or such other place as the Board may order, of all meetings of Directors and Members, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those persons present at the Directors' meetings, the number of Members present or represented at Members' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board required by the Bylaws or by law to be given, except that notice of the organization meeting may be given by the Declarant, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board or these Bylaws.

The Secretary shall keep, or cause to be kept, at the principal executive office, as determined by resolution of the Board, a record of the Association Members, showing the name of all Members, their address, and the class of membership held by each.

Section 9. Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all times be open to inspection by any Director. The Chief Financial Officer shall sign all checks and promissory notes of the Association and shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. The Board may delegate the performance of the foregoing duties, subject to supervision by the Chief Financial Officer, to a professional manager retained by the Association.

Section 10. Administration for Maintenance, Upkeep and Repair. In addition to any authorization pursuant to Section 2 of Article IX of these Bylaws, the President and Vice President or Secretary may enter into employment contracts with one or more managers who shall be employees of the Association charged with the responsibility of maintenance, upkeep and repair of the Master Association Property as specified in the Declaration. Said Manager or Managers shall be and hereby are authorized to hire employees, and to enter into contracts with agents and subcontractors for the proper purposes of the Master Association. Effective as of the date of hiring the first employee of the Master Association, the Manager or if such Manager has not yet been designated, the Officers hereinabove empowered to hire such Manager, shall ascertain that the Association has made provision for all insurance and other benefit programs as may be required by the laws of the State of Oregon, including without limiting the generality of the foregoing, any workers' compensation, unemployment or similar employee protections and safeguards. All employees of the Association shall be supervised and managed by the Manager hired pursuant to this Section; provided, however, that prior to any termination for cause, any such employee shall have the right to a hearing before the Board with respect to justification for such termination or discipline. The Chief Financial Officer or any two subordinates designated by him, shall be and hereby are empowered to sign any payroll checks for employees of the Master Association. The payment of any invoices tendered by agents or subcontractors of the Master Association with respect to maintenance, upkeep and repair of the Master Association Property may be made by Manager so long as such invoice applies to, and is an amount not exceeding, the budgeted amount for such maintenance, upkeep and repair; provided, however, that such authority may be restricted or conditioned by resolution of the Board as the Directors in their judgment may deem appropriate.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. Definitions. For the purpose of this Article:

(a) "agent" means any person who is or was a Director, Officer, employee, or other agent of this Association, or is or was serving at the request of this Association as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;

(b) "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and

(c) "expenses" includes, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 2. Successful Defense By Agent. To the extent that an agent of this Association has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Section 3 through 5 of this Article shall determine whether the agent is entitled to indemnification.

Section 3. Actions Brought by Persons Other Than The Association. Subject to the required findings to be made pursuant to Section 5 below, this Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Association, or by an Officer or Director on the ground that the defendant Director was or is engaging in self-dealing, by reason of the fact that such persons is or was an agent of this Association, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

Section 4. Action Brought By or On Behalf of the Association.

(a) **Claims settled out of court.** If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Association, with or without approval, the agent shall receive no indemnification for their amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

(b) **Claims and suit awarded against agent.** This Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Association by reason of the fact that the person is or was an agent of this Association, and for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 5 of this Article below must be made in the manner provided for in that section; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Section 3 and 4 of this Article above is conditioned on the following:

(a) **Required standard of conduct.** The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Association or that he had reasonable cause to believe that his conduct was unlawful.

(b) **Manner of determination of good faith conduct.** The determination that the agent did act in a manner complying with Paragraph (a) above shall be made by:

(i) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(ii) The affirmative vote or written ballot of a majority of the votes of the Members represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum), with the persons to be indemnified not being entitled to vote thereon; or

(iii) The court in which the proceeding is or was pending. Such determination may be made on application brought by this Association or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this Association.

Section 6. Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b)(iii), in any circumstance when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Association before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount of the advance which undertaking shall be subject to an ultimate determination that the agent is entitled to be indemnified as authorized in this Article.

Section 8. Contractual Rights of Nondirectors and Nonofficers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and Officers of this Association, or any subsidiary hereof, may be entitled by contract or otherwise.

Section 9. Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Association would have the power to indemnify the agent against that liability under the provision of this Section.

ARTICLE IX

MISCELLANEOUS

Section 1. Checks, Drafts, Vouchers, Etc. Except as otherwise provided herein, all checks, drafts, vouchers or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed by any two of (i) the Chief Financial Officer, (ii) the President, or (iii) a Vice-President of the Association.

Section 2. Contracts, Etc. How Executed. The Board hereby authorizes the President and Secretary acting together, and, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Association by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Maintenance and Inspection of Articles and Bylaws. The Association shall keep in its principal office the original or a copy of the Articles of Incorporation and these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 4. Maintenance and Inspection of Other Corporate Records. The Association shall keep the following records at such place or places designated by the Board or, in the absence of such designation, at its principal executive office:

(a) Adequate and correct books and records of account;

(b) Minutes of the proceedings of the Members, Board of Directors and any committee(s) of the Board;

(c) A record of the names and addresses and the class of membership of each Member.

The minutes shall be kept in written or typed form, and the other accounting books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed or printed form. These records shall be open to inspection on the written demand of any Member, at any reasonable time during usual business hours, for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts.

The Board shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of records by the Member desiring to make the inspection. A Member who wishes to inspect and copy the record of all Members' names, addresses and voting rights, must give five (5) business days prior written demand to the Association which demand shall state the purpose for which the inspection rights are requested.

(b) Hours and days of the week when such an inspection may be made.

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Each Director shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 5. Accounting Year. The accounting year of the Association shall terminate on December 31st of each year.

ARTICLE X

SPECIAL OBLIGATIONS OF MEMBERS

Section 1. Payment of Assessments. The Board shall annually levy the assessments provided for in Article III of the Declaration. If the Master Association Annexable Property, or any portion thereof, shall be annexed to the regime of the Declaration from time to time, the levy of assessments by the Board next following such annexation shall encompass such annexed property and the apportionment of such assessments shall be as provided in the Declaration. At the time of adopting such resolution, the Board shall direct the Secretary of the Master Association to prepare billings to be sent to each Sub-Association which has been empowered to collect the Master Association assessments directly from its Members or, alternately, to each Member of the Master Association which is not subject to such collection by a Sub-Association. The Secretary thereupon shall mail at least 15 days prior to the date required for payment a billing for the installment due from each Member and a statement of the date when such payment must be received; provided, however, that in the case of a Sub-Association, the Secretary shall make one mailing including a schedule of assessments levied with respect to the Owners along with directors to the Sub-Association as to when such payment must be tendered to the Association. The total amount of the assessment, the apportionment thereof among the Real Property and the remedies in the event of nonpayment with respect thereto shall be as provided in Article III of the Declaration.

Section 2. Special Insurance Requirements.

(a) **Insurance required to be carried by the Master Association.** Insurance for all insurable improvements in the Master Association Property against loss or damage by fire or other hazards, including extended coverage vandalism and malicious mischief, and insurance for public liability with respect to damage or injury occurring on the Master Association Property shall be procured by the Association and kept in full force and effect as required in the Declaration. Premiums for insurance so obtained shall be included in the assessments to the Members.

(b) **Special Insurance Required of the Members.** Unless and until the Association assumes by action of the Board any responsibility for maintenance, repair or restoration of improvements located on property other than the Master Association Property, the Association shall not require any special insurance coverage by the Members with respect to privately owned property. Notwithstanding the foregoing, if any Member acquires insurance the terms of which contradict or in any way affect the insurance coverage pursuant to the Association Policies, the relationship between any insurance of the Association and the insurance of the Owners shall be as governed in the Master Declaration, and insurance of the Master Association may not be brought into contribution with that of any Owner.

ARTICLE XI

EVIDENCE OF MEMBERSHIP, SEAL

Section 1. Evidence of Membership. The Board shall have the power, but not the obligation, to cause the issuance of evidence of membership in the Association to the Members in such form as the Board shall determine.

Section 2. Seal. The Association shall have a seal in circular form having within its circumference the name of the Association, its date of incorporation and such other matters as may be required by the laws of Oregon.

ARTICLE XII

AMENDMENTS, CONFLICTS

Section 1. Amendments. Any amendment to these Bylaws shall require the vote or written assent of a Majority of Owners unless such amendment is considered for action at a meeting of the Members, in which event the vote of a majority of those Members who collectively are entitled to exercise more than 50% of all votes which may be exercised by such Members at such meeting at which a quorum is present shall be required; notwithstanding the foregoing, however, the percentage of the voting power of the Association necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision, and if a provision required to be included in the Declaration pursuant to ORS 94.580 is included in these Bylaws, the voting requirements for amending the Declaration shall govern the amendment of that provision of the Bylaws. Amendments shall be kept by the Secretary with the other records and books of the Association and shall become effective upon the execution of such written instrument as required by this Section without any further action or requirement.

Section 2. Conflicts. In the event of any inconsistency between these Bylaws and the Articles, the Articles shall control, and in the event of any inconsistency between these Bylaws or the Articles and the Declaration, the Declaration shall control.

CERTIFICATE OF SECRETARY

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of The Eagle Crest Master Association, an Oregon non-profit corporation, and that the above and foregoing Bylaws were duly adopted as the Bylaws of said corporation by the Board of Directors by unanimous written consent dated June 24, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of June, 1985.

/s/ Karen L. Smith