

**ARTICLES OF AMENDMENT
TO
THE ARTICLES OF INCORPORATION
OF
THE SUNRIVER OWNERS ASSOCIATION**

The undersigned President and Secretary of the Sunriver Owners Association, an Oregon nonprofit corporation (the "Company") hereby certify that the following amendments were adopted to the Company's Articles of Incorporation at an Annual Meeting of the Sunriver Owners Association on August 5, 1989, by at least two-thirds of the votes which members present at such meeting or represented by proxy were entitled to cast, a quorum having been present:

Article VIII, Section (b) is hereby amended to read in its entirety as follows:

(b) Each unit owner shall have one vote on all matters submitted to the membership of the Association for each unit owned by him within Sunriver; provided, however, that any unit owned by the Association shall not be voted or counted in determining the total number of units in Sunriver for voting or quorum purposes. There shall be no cumulative voting allowed.

IN WITNESS WHEREOF, the President and Secretary of the Company have hereunto set their hands as of the 14th day of October, 1989.

SUNRIVER OWNERS ASSOCIATION

By _____ Jack Sageser
President

By _____ Labrot Edwards
Secretary

**ARTICLES OF AMENDMENT
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OF
THE SUNRIVER OWNERS ASSOCIATION**

The undersigned president and secretary of the Sunriver Owners Association, an Oregon nonprofit corporation ("Company"), hereby certify that the following amendments to the Company's Articles of Incorporation were adopted at an annual meeting of the Sunriver Owners Association on August 2, 1997 by at least two-thirds (2/3rds) of the votes entitled to be cast, a quorum having been present.

Article X is hereby added as a new section as follows:

**ARTICLE X
RELEASE FROM LIABILITY**

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, no director shall be held personally liable to the Association or its members for monetary damages for conduct as a director.

Article XI is hereby added as a new section as follows:

**ARTICLE XI
INDEMNIFICATION**

The Association shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act, any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was an unpaid director, officer, committee member or agent of the Association, or an unpaid fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall

be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association shall pay for or reimburse any and all reasonable expenses incurred by an unpaid director, officer, committee member, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

The Association may indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was a paid officer, committee member, employee or agent of the Association, or a paid fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association may pay for or reimburse any and all reasonable expenses incurred by a paid officer, committee member, employee, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding conferred in this Article XI shall not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, Action by the Board of Directors, vote of the members or otherwise, and shall continue as to any person who has ceased to be a director, officer, committee member, employee, agent or fiduciary of the Association, and shall insure to the benefit of the heirs, executors, and administrators of such person.

IN WITNESS WHEREOF, the president and secretary of the Company have hereunto set their hands as of this 12th day of September, 1997.

SUNRIVER OWNERS ASSOCIATION

By _____ **Thomas C Gunn**
President

By _____ **Gail Mitchell**
Secretary

**ARTICLES OF INCORPORATION
OF
THE SUNRIVER OWNERS ASSOCIATION**

The undersigned natural persons of more than 21 years of age, acting as incorporators under the Oregon Nonprofit Corporation Law, adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is **THE SUNRIVER OWNERS ASSOCIATION** (hereinafter call the "Association") and its duration shall be perpetual.

**ARTICLE II
PURPOSES**

The purposes for which the Association is organized are to provide for the management, maintenance, protection, and preservation of Sunriver, a real estate development located in Deschutes County, Oregon, and to promote the health, safety, welfare and other general benefit of its members, not for profit, but for the mutual advantages to be derived therefrom, as contemplated in the Plan of Sunriver, recorded on June 20, 1963, in Volume 159 of the Records of deeds of Deschutes County, Oregon, at Page 198, as the same may be subsequently amended and supplemented by instruments of record (hereinafter call the "Plan of Sunriver"). The definitions contained in the Plan of Sunriver are hereby adopted by reference.

ARTICLE III

(a) The Association shall at any time and from time to time accept any responsibilities of Sunriver Properties, Inc. (hereinafter call "Developer") contained in the Plan of Sunriver which Developer may delegate to the Association, provided that Developer shall provide funds from the maintenance fund to the Association necessary to enable it to carry out the responsibilities which it assumes. The Association shall accept title to the private ways, common areas, limited common areas, leased scenic areas and semi-public recreational or service areas within Sunriver, provided the Association and Developer mutually agree to such conveyance to the Association.

(b) The Association shall exercise and perform all of the following powers and obligations:

(i) The powers and obligations delegated, conveyed or otherwise assigned to the Association by Developer;

(ii) The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of the State of Oregon; and

(iii) Any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Plan of Sunriver or otherwise promoting the general benefit of unit owners within Sunriver.

ARTICLE IV REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Association is Great Hall, Sunriver, Oregon 97701, and the name of its initial registered agent at such address is Lorraine Brooks.

ARTICLE V DIRECTORS

(a) The powers of the Association shall be exercised, its properties controlled and its affairs conducted by a Board of Directors. The initial Board of Directors shall be composed of five directors. Thereafter, the number of directors may be changed by a Bylaw adopted by not less than a two-thirds vote of the members present in person or by proxy at a meeting called for that purpose. The initial directors shall serve until the first annual meeting and until their successors are elected for a one year term of office and shall serve until their successors are elected and shall qualify.

(b) The names and addresses of the persons who are to serve as directors until the first annual meeting and until their successors are elected and shall qualify are:

**John Fishburn
PO Box 77
Sunriver OR 97701**

**Ann Follansbee
PO Box 203
Sunriver OR 97701**

**WF Goddard
PO Box 224
Sunriver OR 97701**

**Lorraine Brooks
PO Box 85
Sunriver OR 97701**

**Rodney Johnson
25 Monticello
Lake Oswego, OR 97034**

**ARTICLE VI
INCORPORATORS**

The names and addresses of the incorporators are:

**John Fishburn
PO Box 77
Sunriver OR 97701**

**Ann Follansbee
PO Box 203
Sunriver OR 97701**

**WF Goddard
PO Box 224
Sunriver OR 97701**

**ARTICLE VII
DISSOLUTION**

In the event the Association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In that event all of the powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and

evidenced by appropriate conveyances and assignments by the Articles of Incorporation and Bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS

(a) Every unit owner (as that term is defined in the Plan of Sunriver) within Sunriver shall, during the entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

(b) Each unit owner shall have one vote on all matters submitted to the membership of the Association for each unit owned by him within Sunriver; provided, however, that any unit owned by the Association shall not be voted or counted in determining the total number of units in Sunriver for voting or quorum purposes. Every member entitled to vote at any election of directors may cumulate votes and give any one candidate a number of votes equal to the number of units owned by the member multiplied by the number of directors to be elected, or distribute such votes on the same principle among any number of each candidates. A director may not be removed from office if the number of votes cast against removal would be sufficient to elect him if then cumulatively voted at any election of directors.

(c) In any case in which two or more persons share the ownership of any unit, the vote or consent of any one or more of such persons shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

ARTICLE IX AMENDMENT

Amendments to these Articles shall be made in the following manner:

(a) The majority of the Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at an annual or special meeting of the members. Written or printed notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote at such meeting within

the time and in the manner provided in the Bylaws for the giving of notice of meetings of members.

(b) The proposed amendment shall be adopted upon receiving at least two-thirds of the votes which members present at such meeting or represented by proxy are entitled to cast.

John Fishburn

Ann Follansbee

WF Goddard

We, John Fishburn, Ann Follansbee and WF Goddard, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

DATED, this 31st day of December, 1973.

John Fishburn

Ann Follansbee

WF Goddard