



**BYLAWS
OF
SUNRIVER
OWNERS ASSOCIATION**

Revised 2/2/24

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SUNRIVER OWNERS ASSOCIATION**

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**BYLAWS OF
SUNRIVER OWNERS ASSOCIATION**

**ARTICLE I.
DEFINITIONS**

Section 1. Articles of Incorporation

“Articles of Incorporation” means the Articles of Incorporation of the Association.

Section 2. Association

“Association” means the Sunriver Owners Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 3. Association Member or Member

“Association Member” or “Member” means and includes every “Unit Owner”, “Commercial Property Owner”, and “Resort Property Owner” as each such term is defined in the Consolidated Plan of Sunriver.

Section 4. Board

“Board” means the Board of Directors of the Association.

Section 5. Consolidated Plan of Sunriver

“Consolidated Plan of Sunriver” means the instrument which is dated and recorded in the Deed of Records of Deschutes County, State of Oregon, in Volume 159, Page 198, as the same may be amended and supplemented pursuant to the terms thereof.

Section 6. Member In Good Standing

“Member in Good Standing” means a Member who is not (i) delinquent for a period longer than ninety (90) days in the payment of any fee, fine, or other monetary obligation to the Association or otherwise subject to suspension or other disciplinary action or proceeding by the Association, or (ii) otherwise disqualified due to a criminal conviction.

Section 7. Incorporation by Reference

Any terms used but not defined in these Bylaws will have the meaning found in the defined terms section (Section 1) of the Consolidated Plan of Sunriver.

**ARTICLE II.
MEMBERSHIP**

Section 1. Membership

A Member’s membership in the Association shall commence, exist and continue simply by virtue of such Member constituting a Unit Owner, Commercial Property Owner, or Resort Property Owner under the Consolidated Plan, and will expire automatically when such person(s) no longer constitutes a Unit Owner, Commercial Property Owner, or Resort Property Owner under the Consolidated Plan, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2. Membership List

The Secretary shall maintain at the principal office of the Association a membership list showing the names and addresses of each Member. The Secretary may accept as satisfactory proof of such

ownership a duly executed contract of sale, a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board.

Section 3. Voting Rights

Voting rights of the Members are set forth in Article III, Section 6, herein.

Section 4. Suspension of Membership

During any period in which a Member is in default in the payment of any regular or special assessment or fine levied by the Association or in violation of any rule or regulation, the voting rights of such Member, and/or any other membership rights of such Member, may be suspended by the Board, after written notice and an opportunity to be heard are granted to such Member, until such delinquency has been paid or compliance issue remedied.

ARTICLE III.
MEETINGS AND VOTING

Section 1. Place of Meeting

Meetings of the Members shall be held in Sunriver, Deschutes County, Oregon, or at a place designated in the notice of the meeting.

Section 2. Annual Meeting

The annual meeting of Members shall be held at such reasonable hour and on such reasonable day during the month of August each year as the President or the Board may designate.

Section 3. Special Meetings

A special meeting of the Association may be called at any time (i) by the President, (ii) by at least one third of the directors on the Board, or (iii) on the Boards receipt of a written request stating the purpose of the meeting from Members having ten percent (10%) or more of the votes entitled to be cast at an election.

Section 4. Notice of Meeting

(a) Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than fifty (50) days before the date of the meeting, either personally or by mail, or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at an election.

(b) When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the adjournment or the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5. Quorum

The votes cast in an election shall constitute a quorum.

Section 6. Voting Rights

Each Unit Owner shall have one vote on all matters submitted to the membership of the Association for each Unit owned by him, provided, however, that owners of property in resort or commercial areas shall be entitled to votes in accordance with Section 10.02b and Exhibit B of the Consolidated Plan of Sunriver. Cumulative voting will not be permitted. In cases where two or

more persons share the ownership, 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.

Section 7. Voting Procedure

(a) All voting shall be by via written or online ballot. The Association shall deliver either a written ballot (or, where applicable, notice of online ballot, which will be available on the Association's website) to every Member entitled to vote on the matter, according to the written wishes of the Member. The ballot shall:

- (1) Set forth each proposed action, and
- (2) Provide an opportunity to vote for or against each proposed action.

(b) All solicitations for votes by ballot shall:

- (1) Indicate that the votes represented by returned ballots shall constitute a quorum;
- (2) State the percentage of approvals necessary to approve each matter other than director elections, and
- (3) Specify a reasonable time by which a ballot must be received by the Association in order to be counted.

(c) A written or online ballot may not be revoked.

(d) Ballots for the annual election of directors and all other ballot measures that are voted upon in the regular annual election shall be counted not less than seven (7) days before the date fixed for the Association's Annual Meeting.

(e) Special ballot meetings may be called by the Board.

(f) The Board shall appoint an Election Committee Chair and two (2) or more additional committee members, each of whom shall be Members and none of whom may be part of the incumbent Board. The Election Committee will be responsible for administering all elections and other ballot meetings.

(g) Voted ballots will be effective if received by the Association within the time provided in the Notice of Election and material soliciting the ballot, whether such ballots are delivered by mail, by hand delivery or sent online.

(h) A proposed action may include multiple issues so long as the issues are reasonably related to one another as determined by the Board in its sole discretion.

Section 8. Majority Vote

A majority of the votes cast carries the election unless a greater proportion is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or by these Bylaws.

Section 9. Initiative/Referendum

Members have the right to petition the Board for an election or initiative or referendum.

(a) Chief petitioners (no less than two (2)) shall appear before the Board at a regularly scheduled meeting and hand deliver a Notice of Intent to File Petition for Initiative/Referendum. The notice shall indicate a proposed draft ballot measure. Arguments in favor may be presented to the Board at this time.

(b) Unless the Board takes positive action on the proposal at the next regularly scheduled Board meeting, the chief petitioners may proceed to obtain the required number of voting Member signatures. The required number of voting Member signatures for a petition shall be five hundred (500).

(c) Signers must be Association Members of record at the time the petition signatures are to be verified. Each signatory must give their Sunriver property street address and may only sign once for each parcel owned. Only one signature is permitted for each parcel of property.

(d) The signature will be verified by the Election Committee upon presentation of the completed petition to the Election Committee Chair.

(e) If the required number of signatures has been obtained and verified, the Election Committee will place the matter on the ballot for the next regularly scheduled election.

(f) An Explanatory Committee, composed of the Election Committee Chair, the Covenants Committee Chair, and one of the two Chief Petitioners, shall prepare the draft ballot title. The Election Committee Chair shall then publish the Ballot measure and solicit comments in accordance with the Association's voting procedures, rules and regulations in effect at the time.

(g) The Explanatory Committee will prepare an impartial and understandable explanatory statement of five hundred (500) words or less which explains the measure and its effects and submit it to the Association's legal counsel for review as to form and legality. The draft title and explanatory statement must be submitted to the Election Committee one hundred twenty (120) days prior to the election date and published in the official Association newspaper in accordance with the Association's voting procedures, rules and regulations in effect at the time.

(h) A statement of the Board's position will be solicited for publication in the voter pamphlet.

(i) A person or organization wishing to support or oppose a measure may have their statement of one hundred (100) words or less appear in the voter pamphlet if they submit such statement to the Election Committee at least sixty (60) days prior to the election date and pay additional cost of publication, if any.

Section 10. Ballot Retention

The Association shall retain ballots for one year from the date of the determination of any vote, except that ballots relating to an amendment to the Consolidated Plan, Bylaws or other governing document shall be retained for one year from the date the amendment is effective.

ARTICLE IV. DIRECTORS; MANAGEMENT

Section 1. Number and Qualification

The affairs of the Association shall be governed by a Board of Directors, which shall consist of nine (9) directors who shall be and shall remain Members in Good Standing. Pursuant to the Articles of Incorporation, the number of directors may be changed by amendment to these Bylaws

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; provided, however, that no change in the number of directors shall have the effect of removing any director prior to the expiration of his term of office. An individual will not be eligible for nomination, election or appointment to the Board if the individual is an employee of the Association at the time of such nomination, election or appointment. A director who wishes to become an employee of the Association must resign from the Board prior to making any application for such employee position. Only a Member in Good Standing will be qualified to serve on the Board. Board candidates will be subject to a criminal background check. A criminal conviction may be grounds for disqualification unless mitigating circumstances are established; mitigating circumstances may include the type of offense, the length of time since conviction and whether restitution and/or rehabilitation was completed. Mitigating circumstances, if any, shall be determined in the discretion of the Nominating Committee (in the case of applicants seeking nomination) and by the Election Committee Chair (in the case of Petition Candidates).

Section 2. Board Candidacy by Nomination of Nominating Committee

Board candidates may be nominated by a Nominating Committee duly appointed by the Board. Board candidates interested in being nominated must complete and timely submit an application in such form as is approved or required by the Board from time to time (“Application for Nomination”). The completed Application for Nomination must be submitted to the Nominating Committee Chair prior to the third Friday in March. The Nominating Committee Chair will verify whether such applicant is a Member in Good Standing.

(a) The Nominating Committee shall consist of a Chair and two (2) or more Association Members, none of whom may be incumbent directors. The Nominating Committee shall make as many nominations for election to the Board as the Nominating Committee deems appropriate but shall endeavor to nominate as many qualified and approved applicants as there are director vacancies plus additional applicants, if any, subject to qualification and approval.

(b) The Nominating Committee shall operate pursuant to their charter, which is approved by the Board and outlines duties and responsibilities of the Nominating Committee.

Section 3. Board Candidacy by Petition

Board candidates may, in addition to (or as an alternative to) proceeding through the Nominating Committee nomination process, seek to be placed on the ballot by petition (“Petition Candidate”); to do so, the Petition Candidate must be a Member in Good Standing, as verified by the Election Committee Chair, and must complete a petition form, in such form as is approved or required by the Board from time to time (the “Petition Form”), which, among other requirements, will require the Petition Candidate to collect no less than one hundred (100) Member signatures with verified Sunriver property addresses. A Member may sign Petition Forms for one or more Petition Candidates and may sign each Petition Form once for each parcel he or she votes, but still may only vote once per parcel, except where explicitly stated otherwise in the Bylaws or Consolidated Plan. Each Petition Candidate must submit the completed Petition Form to the Election Committee Chair prior to April 1st. Prior to placing a Petition Candidate on the elections ballot, the Elections Committee Chair will verify whether a Petition Candidates is a Member in Good Standing.

Section 4. Election and Tenure of Office

There shall be three classes of directors, with three directors in each class. A director’s term shall be three years and last until the director’s successor is duly elected and qualified. Election shall be by written ballot in July of each year. Terms will begin and end at the annual meeting of Members

in August of each year. At such annual meeting, the three new directors elected at the above described July election shall be announced. Such new directors shall replace those directors in the class whose terms expire at the end of such meeting and shall hold office until the third succeeding annual meeting.

Section 5. Vacancies

(a) A vacancy on the Board shall exist upon the death, resignation or removal of any director or if the Members fail to elect the full authorized number of directors at the annual election.

(b) Vacancies on the Board for any cause may be filled by a majority vote of the directors then in office. Each director so elected shall hold office for the balance of the unexpired term or until a successor is elected.

Section 6. Removal

All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the majority of Members in attendance entitled to vote at Board elections.

In the event of death, resignation or removal of a director, a successor shall be selected by the remaining directors and shall serve for the predecessor's unexpired term.

Section 7. Powers

The administration and management of the Association is vested in the Board, which shall exercise all powers of the Association. The Board shall organize itself to carry out its functions and shall conduct the affairs of the Association. Functions of the Board include, but are not limited to:

- (a) Planning and policy development.
- (b) Financial management and development.
- (c) Services to Association Members.
- (d) Communications.

Section 8. Managing Agent or Manager

On behalf of the Association, the Board may employ or contract for a managing agent or a manager and establish compensation. It may delegate to the managing agent or manager such duties as are appropriate to the office.

Section 9. Meetings

Meetings of the Board shall be held at such place as may be designated from time to time by the Board or other persons calling the meeting.

Section 10. Notice of Special Meetings

(a) Notice of the time and place of special Board meetings shall be posted and given orally or delivered in writing personally or by email, fax, text message, mail or telegram to each director at least 48 hours before the meeting. Notice shall be deemed sufficient if actually received at the required time or if mailed; or sent by electronic means (faxed, emailed, text messaged or telegraphed) not less than 72 hours before the meeting. Notice mailed, faxed, emailed or telegraphed shall be directed to the address or fax number shown on the records of the Association or to each director's address or fax number shown on the records of the Association or to the director's address ascertained by the person giving

the notice. As used herein, “address” shall mean either a mailing address or an electronic address, as the case may be.

(b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned except that they shall be posted.

(c) Attendance of a director at a Board meeting shall constitute a waiver of notice of such meeting except where such director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Any director who is absent for three (3) consecutive meetings may be relieved of his/her Board duties. For the purpose of this section, no petition for removal need be filed or vote taken and removal may take place at the conclusion of the third (3rd) meeting without prior notice by a majority vote of the Board.

Section 11. Open Meetings

Regular and special meetings of the Board shall be open to all Members; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless recognized by the Board Chair to so participate. Such recognition may be overruled by a vote of a majority of the directors on the Board. The Board may, with the approval of a majority of the directors on the Board, restrict the Board meeting to solely directors and meet in executive session to consult with legal counsel and/or to consider the following matters: (1) personnel matters, including salary negotiations and employee discipline; (2) negotiation of contracts with third parties; and (3) collection of unpaid assessments. The foregoing open meeting requirement does not apply to meetings of the Board for the purpose of participating in litigation, mediation or arbitration proceedings.

Section 12. Quorum and Vote

(a) A majority of the directors on the Board shall constitute a quorum for the transaction of business. A minority of the directors on the Board, in the absence of a quorum, may not transact any business.

(b) The action of a majority of the directors on the Board present at any meeting at which there is a quorum shall be the act of the Board unless a greater number is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws.

Section 13. Action Taken Without a Meeting

Notwithstanding Section 10 above, and to the extent permitted by law, any action that may be taken at a meeting of the Board may be taken without a meeting, if a consent in writing setting forth the action so taken, shall be signed by all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board and shall be documented in the minutes of the next Board meeting.

Section 14. Director Participation at Meetings

Any regular or special meeting of the Board may be by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other’s comments. Participation in such a meeting shall constitute presence in person at the meeting and shall constitute attendance for purposes of calculating a quorum.

Section 15. Nonprofit Purpose

In order to preserve the income tax-exempt status of the Association, neither the Board nor any director may do any act, or authorize or suffer the doing of any act by an officer or employee of the Association, on behalf of the Association which is inconsistent with the Articles or Bylaws or Section 501(C)(4) of the Internal Revenue Code. Any such act shall be *ultra vires* and void.

ARTICLE V.
OFFICERS

Section 1. Designation and Qualification

The officers shall be President, Vice President, Secretary, Treasurer and such other officers as the affairs of the Association may require (including without limitation, an Assistant Secretary, Assistant Treasurer, and Magistrate), each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine. The President, Vice President, Secretary and Treasurer shall be part of the Board. Any two offices may be held by the same person except the offices of President and Secretary. The officers of the Association, other than Magistrate, shall be property owners within Sunriver.

Section 2. Election and Vacancies

The officers of the Association shall be elected at the regularly scheduled Board meeting in June. Officers shall serve for one year beginning at the conclusion of the annual meeting of Association Members in August and until the end of the next annual meeting or until their successors are duly elected, whichever is later. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

Section 3. Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 4. President

The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the Board. He shall be a non-voting ex-officio member of all standing committees, except the Nominating Committee, including the Executive Committee, if any, shall have the general powers and duties of management usually vested in the office of a nonprofit corporation, and shall have other powers and duties as may be prescribed by the Board or these Bylaws.

(a) Immediate Past President

The immediate past president, if not serving as a director, shall be a non-voting ex-officio member of the Board during the year immediately following his presidency.

Section 5. Vice President

The Vice President shall perform such duties as may be assigned by the Board and in the event of the President's absence, inability or refusal to act, shall perform the duties and exercise the powers of the President.

Section 6. Absence of Officer

In absence of both the President and Vice President, a majority of the directors on the Board may appoint a director to temporarily assume the duties of the office of President. If the Secretary or Treasurer are absent or unable to act, the Assistant Secretary or Assistant Treasurer, as the case may be, shall possess all of the powers and perform all of the duties of the Secretary or the Treasurer, as the case may be.

Section 7. Secretary

(a) The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of the Board of the Association showing the time and place of the meeting, whether regular or special and, if special, how authorized, the notice given, the names of those present at all Board meetings, the number of memberships present or represented at Association meetings and the proceedings thereof.

(b) The Secretary shall give or cause to be given such notice of the meetings of the Association and of the Board as is required by these Bylaws or by law. He shall keep the seal of the Association and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(c) The original or a copy of the Bylaws and any amendments thereto, and Board resolutions certified by the Secretary, shall be open to inspection by Association Members in the manner and to the extent required by law.

Section 8. Treasurer

(a) The Treasurer shall assure that the Association maintains accurate accounting and financial records as well as provide appropriate financial reports to the Board on a regular basis. The Treasurer shall review and develop, or cause to be developed, for approval by the Board, policies regarding annual budgets, financial procedures and systems. Along with the President, Vice President and Secretary, the Treasurer shall be a signatory for bank accounts and other financial documents.

(b) The Treasurer shall serve as a member of the Board Finance Committee and shall annually review the Association's financial audit with the Board Finance Committee and appropriate Association personnel involved in the financial affairs of the Association, prior to submitting the audit report to the Board.

(c) The Treasurer shall serve as Chair of the Board Finance Committee. Where the Board consents, the Treasurer may be a member of, or designate a Board Finance Committee member to serve on, any ad hoc Association committee formed to address issues with a significant financial impact on the Association.

Section 9. Compensation of Officers

No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution adopted by Association Members. The Board may fix any compensation to be paid to other officers.

ARTICLE VI.
COMMITTEES

Subject to law, the provisions of the Articles of Incorporation and these Bylaws, the Board may appoint standing or Ad Hoc committees and task forces as may be necessary from time to time, consisting of such numbers of directors, other Association Members, individuals representing an entity within or outside Sunriver or persons living within Sunriver, but who are not Association Members.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Seal

The corporate seal shall be in the form impressed on the margin hereof.

Section 2. Notices

All notices to the Association or the Board shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time. All notices to Members shall be sent to the Member's Sunriver residence address or to such other address, such as permanent residence address or email address, as may have been designated by the Member from time to time in writing to the Board.

Section 3. Waiver of Notice

Whenever any notice to any Member is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by such Member entitled to notice shall be equivalent to the giving of notice.

Section 4. Execution of Documents

The Board may, except as otherwise provided in the Consolidated Plan of Sunriver, Articles of Incorporation, or these Bylaws, authorize, in writing, any officer or agent to enter into any contract to execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 5. Conflicts

These Bylaws are intended to comply with the Oregon nonprofit corporation law, the Consolidated Plan of Sunriver and the Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

Section 6. Robert's Rules of Order

Unless other Rules of Order are adopted by resolution of the Board:

- (a) Meetings of the Association and the Board shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.
- (b) A decision of the Association or the Board may not be challenged because the appropriate Rules of Order were not used unless the person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.
- (c) A decision of the Association and the Board is deemed valid without regard to procedural errors related to the Rules of Order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

ARTICLE VIII.
AMENDMENTS TO BYLAWS

Section 1. How Proposed

Except as otherwise provided in these Bylaws, amendments to these Bylaws shall be proposed by either one third of the Board or by Members owning thirty percent (30%) of the units. The proposed amendments must be in writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2. Adoption

The proposed amendment may be adopted by either of the following methods:

- (a) By a majority vote of the directors on the Board at a regular or special meeting called for that purpose, at which a quorum is present.
- (b) By the Members at a regular or special meeting of the Association held for that purpose, by a sixty percent (60%) vote of the Members casting ballots, provided, however, that those provisions of these Bylaws which are governed by the Consolidated Plan of Sunriver or the Articles of Incorporation of this Association may not be amended except as provided in those documents.

Section 3. Recording

Once adopted, such amendment shall be copied in the appropriate place of the Minute Book of the Association containing the original Bylaws with the date of such adoption appended. If any Bylaws are repealed, the fact of such repeal and the date on which the repeal occurred shall be stated in such book and place.

ARTICLE IX.
VOTING PROCEDURES

Section 1. Notification to Election Committee

The Board must notify the Election Committee Chair of measures to be voted upon in the regular annual election within five (5) days of the adjournment of the April Board meeting, or for special elections at least one hundred twenty (120) days prior to the election closing date. The annual election of directors shall close seven (7) days prior to the date of the annual meeting. The date for the close of election for a special election shall be set by the Board. As used hereinafter, date of election, close of election, and closing shall mean the date that all the election ballots must be received in the Association's office or post office box by 12:00PM in order to be included in the election count.

Section 2. Publication of Election to be Held

The Election Committee Chair must publish in the official Association newspaper distributed to all Members that an election will be held, that voting will be by mail, or, if available, by electronic means, according to the requested delivery method of the Member, the positions that are to be filled, any ballot measures that may be presented, and the closing date of the election. This notice must be published a minimum of three times beginning with the May issue: once in each of the three issues of the official Association newspaper which immediately precedes the election. (The third publication may include the issue of the month in which the election closes if the closing date is the tenth (10th) of the month or later.) In lieu of publishing notice of an election in the official Association newspaper, the Election Committee Chair, at the direction of the Board, may substitute

notice of an upcoming election by mailing the required notice by May 1st to all Association Members listed as Members of record with the Association.

Section 3. Candidacy Verification - List of Candidates for the Ballot

(a) Within ten (10) days of the filing period close, the Election Committee Chair will verify all the Member signatures and Sunriver property addresses on all Petition Forms, and will verify that such Petition Candidate is a Member in Good Standing. The Nominating Committee will provide the Election Committee Chair with the list of nominees they have deemed qualified. The Election Committee Chair will prepare an alphabetical list of all qualified Board candidates (both those nominated by the Nominating Committee and the Petition Candidates qualified by the Election Committee Chair) to be placed on the ballot.

(b) Ballots shall also provide write-in space for additional Board candidates.

Section 4. Ballot Measure Comments

With respect to measures to be voted upon in the regular annual election of the Association, the Election Committee Chair must publish in the May issue of the official Association newspaper distributed to all Members and posted on the Association website: 1) text of all ballot measures, 2) solicitation of pro and con statements for inclusion in the voter pamphlet, and 3) notice of the forty-five (45)-day deadline for receipt of pro and con statements.

In a special election, the Election Committee Chair must publish the text of the ballot measure(s) in the official Association newspaper for at least three issues prior to the closing date of the special election. A deadline will also be set for a minimum of forty-five (45) days prior to the release of material for printing of the ballot for all pro and con statements. For all elections, pro and con statements may only be submitted for ballot measures (not candidates).

Section 5. Voters Pamphlet

The Election Committee Chair will then direct staff to prepare a voter pamphlet which will include the background, qualifications, current photo, and a statement by each candidate, as well as an explanation of each measure to be voted on. Arguments for and against ballot measures, including those prepared by the Board, committees of the Board, and those submitted by Members, should be included. Length (word count) of arguments may be limited at the discretion of the Board.

Section 6. Ballots

The Election Committee Chair will then direct staff to prepare the ballot, which shall include a space for write-in candidates.

Section 7. Election Package

A minimum of thirty (30) days before the election closes, the Election Committee Chair shall cause to be mailed out, the following:

(a) The voter pamphlet and notice of where the pamphlet can be found on the Association's website, as applicable.

(b) The ballot and the notice of where the ballot can be found on the Association's website, as applicable.

(c) If a written ballot is sent, a secrecy envelope with printed instructions for voter use. If provided, online ballots shall ensure voter privacy.

(d) If a written ballot is sent, a blue return envelope, labeled BALLOT ENCLOSED, addressed to the Election Committee Chair, with a place for voter signature, a label which includes the voter's Sunriver property address and mailing address, and a statement regarding the need for the voter's signature, as well as the election closing date and time by which the ballot must be returned.

Section 8. Ballot Handling Procedures

The Election Committee will receive the mailed ballots, checking blue envelopes for signatures. If an envelope is unsigned, the ballot is invalid. Blue envelopes will be kept under lock until the election closing date deadline has passed. Only one ballot per secrecy envelope will be allowed. In the case of online ballots, only one ballot per Sunriver property address will be counted. The Election Committee Chair shall receive the results of the online balloting no later than 4 PM Pacific Time on the first (1st) business day following the close of the election.

(a) The Election Committee will open all blue envelopes removing the secrecy envelopes and keeping the blue envelope.

(b) On the day the election closes, the Election Committee will open the secrecy envelopes and remove the ballots. If there is more than one ballot in the envelope or if there is any writing on the ballot which identifies the voter, that ballot becomes invalid and is placed in an INVALID BALLOT envelope and signed by the Election Committee Chair.

(c) The ballots are then counted by the Election Committee using tally sheets prepared by the committee, or by computer. Each completed tally sheet shall be signed by the Committee member responsible for that bundle of ballots.

Section 9. Election Results

The Election Committee Chair will prepare and certify an election result sheet including the number of votes received by each ballot measure. The Election Committee Chair shall post the results on all official Association posting boards immediately after the count is determined, and immediately give the results to the Association's President who shall announce the results into the minutes at the next regularly scheduled Board meeting. The results of all elections shall also appear in the next issue of the official Association newspaper and posted online to the Association website.

Section 10. Postponement or Extension

Notwithstanding any provision herein to the contrary, upon the vote of a majority of the directors present at a Board meeting at which a quorum is present, the Board may postpone the election date or extend the election closing date by not more than sixty (60) days by notice to the Election Committee Chair, prior to the mailing of the ballots, on any matter other than director elections and any vote generated by referendum.

ARTICLE X.

RELEASE FROM LIABILITY AND INDEMNIFICATION

Section 1. 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.

Section 2. Indemnification of Officers, Directors, and Committee Members

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) For the purposes of determining the right to any indemnification under this Article X, Section 2, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, will not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

(f) The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding conferred in this Article X, Section 2, will 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, 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.