

**BYLAWS
OF
OREGON CASCADE RV CO-OP
An Oregon nonprofit, mutual benefit Cooperative Corporation
A Seniors RV Park**

Revision 8 - September 15, 2011

ARTICLE 1

1. Plan of Cooperative Ownership.

1.1 Name: The name of the Cooperative is Oregon Cascade RV Co-op, hereinafter referred to as the "Association." The principal office of the Association shall be located at 56640 McKenzie Highway, McKenzie Bridge, Oregon, 97413.

1.2 Purpose: The purpose of the Association is to provide a Seniors Park that is in compliance with HUD, Fair Housing and Equal Opportunity and a place for the Membership to meet for pleasure and recreational activities; to provide a high quality of Recreational Vehicle and mobile home living.

The Association is a not for profit organization and no part of the income of the Association shall be used to enrich or financially benefit a Member (except for wages paid to Members employed by the Association for work performed) nor shall such income be distributable to its Members.

1.3 Application: The provisions of these Bylaws are applicable to the Recreational Vehicle cooperative Project known as Oregon Cascade RV Co-op, located in Lane County, Oregon. All present and future Members of the Association and their tenants, future tenants, employees, and any other Persons that might use the facilities of the Association in any manner, are subject to the regulations set forth in these Bylaws and the Rules and Regulations of the Association.

ARTICLE 2

2. Definitions. Unless otherwise expressly provided, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified.

2.1 Architectural Review Committee: "Architectural Review Committee" shall mean the Architectural Review Committee created pursuant to Article 8 hereof.

2.2 Architectural Review Committee Rules: "Architectural Review Committee Rules" shall mean the Rules adopted by the Architectural Review Committee pursuant to Article 8, hereof.

2.3 Articles: “Articles” shall mean the Articles of Incorporation of the Association, as filed with the Oregon Secretary of State on December 27, 1988, as such Articles may be amended pursuant to ORS 62.555 et seq.

2.4 Assessment, Annual: “Annual Assessment” shall mean a charge against an Owner and his/her Membership and Lease, representing a portion of the costs of maintaining, improving, repairing, managing and paying taxes on the Project and all other Common Expenses, which are to be paid by each Owner, to the Association pursuant to these Bylaws.

2.5 Assessment, Capital Improvement: “Capital improvement Assessment” shall mean a charge against each Owner and his/her Membership and Lease, representing a portion of the cost to the Association for the installation or construction of any capital improvements or other addition on any of the Project, which the Association may from time to time authorize. Such charge shall be levied equally among all of the Owners in the Project.

2.6 Assessment, Reconstruction: “Reconstruction Assessment” shall mean a charge against the Owners and their respective Memberships and Leases, representing a portion of the cost to the Association for reconstruction of any capital improvements on any of the Project which the Association may from time to time authorize. Such charge shall be levied equally among all of the Owners in the Project.

2.7 Assessment, Special: “Special Assessment” shall mean a charge against a particular Owner and his/her Membership and Lease, directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of these Bylaws, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in these Bylaws. Special Assessments shall not include any late payment penalties, interest charges or cost incurred by the Association (including attorneys' fees) in the collection of annual, Capital Improvement and Reconstruction Assessments.

2.8 Association: “Association” or “Co-op” shall mean Oregon Cascade RV Co-op its successors and assigns.

2.9 Beneficiary: “Beneficiary” shall mean the legal recipient of a Certificate, defined in 2.13, through a Trust or Will disposition.

2.10 Board or Directors: “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

2.11 Budget: “Budget” shall mean a written, itemized estimate of the income and Common Expenses of the Association in performing its functions under these Bylaws, which Budget shall be prepared pursuant to these Bylaws.

2.12 Bylaws: “Bylaws” shall mean the amended and restated Bylaws of the Association as such Bylaws may be amended from time to time.

2.13 Certificate: “Certificate” shall mean a Membership Certificate, issued by the Association and registered in the books and records of the Association. Each Certificate, and the Memberships represented thereby, is appurtenant to the Lease of a particular Space in the Project and the appurtenant Membership and Lease shall not be separately transferred, assigned or conveyed. No Member may at any time hold more than two (2) Certificates.

2.14 Closing Date: “Closing Date” shall mean the date on which a Lease of a Space and Certificate representing the appurtenant Membership in the Association is issued or transferred to a new Owner.

2.15 Common Expenses: “Common Expenses” shall mean the actual or estimated costs of: Ownership, maintenance, management, operation, repair and replacement of the Project facilities (including unpaid Annual Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments).

2.16 Entity: An organization that has an identity separate from those of its members such as a corporation or trust.

2.17 Family: Subject to the provisions of Article 2.37, “Family” shall mean one or two natural adult persons, with one such person being 55 years of age or older, each related to the other by blood, marriage or adoption, or one of two natural persons not so related, who maintain a common household in a Residence, (or, if the Person is an Entity, a principal owner or trustee of that Entity) provided however, in the event any statute or court ruling in any Oregon or Federal Court applicable to the Association deems it unlawful to limit residence in the Project to persons who are 55 years of age or older, then, for the purposes of this definition, the phrase “with one such person being 55 years of age or older” shall be stricken.

2.18 Fiscal Year: “Fiscal Year” shall mean the fiscal accounting and reporting period of the Association which shall be July 1 to June 30.

2.19 Improvements: “Improvements” shall mean all facilities, structures and appurtenances thereto of every type and kind.

2.20 Lease: “Lease” shall mean the Master Lease Agreement or agreements entered into between the Association and its Members.

2.21 Maintenance Funds: “Maintenance Funds” shall mean the accounts created for the receipts and disbursements of the Association.

2.22 Manager: “Manager” shall mean the Person or Persons, if any, employed by the Association, pursuant to and limited by Article 3, Section 3.5 hereof, and delegated the duties, powers or functions of the Association as limited by said section.

2.23 Member, Membership: “Member” shall mean and refer to those Persons entitled to Membership. Each Membership shall be evidenced by a Certificate. When voting there is one vote per Membership.

2.24 Mobile Home: “Mobile Home” shall mean a mobile home as authorized by the Board, to be kept in the Project in Spaces M1 through M11.

2.25 Mortgage: “Mortgage” shall mean any pledge, assignment, encumbrance, installment contract or other hypothecation or transfer of Lease and the appurtenant Membership and Certificate as security, to secure the performance of an obligation, which pledge, assignment, hypothecation or conveyance will be released or re conveyed upon the completion of such performance. The term “Deed of Trust” or “Trust Deed” when used herein shall be synonymous with the term “Mortgage.”

2.26 Mortgagee, Mortgagor: “Mortgagee” shall mean a Person to whom a Mortgage is made. “Mortgagor” shall mean a Person who Mortgages his/her or its property to another (i.e., the maker of the Mortgage).

2.27 Notice and Hearing: “Notice and Hearing” shall mean written notice of, and a hearing before the Board, at which the Owner’s concerns shall be heard in a manner as further provided in these Bylaws.

2.28 Owner: “Owner” shall mean the Owner, whether one or more Persons, of a Lease and the appurtenant Membership in the Association, but excluding those Persons holding such Lease and Membership, or the Certificate representing such Membership, as security for the performance of an obligation.

2.29 Person: “Person” shall mean a natural individual, a corporation, a trust or any other Entity with the legal right to Lease property.

2.30 Plot Plan: “Plot Plan” shall mean the drawing showing the relative locations of the Spaces or lots. A copy of the Plot Plan is attached to the Master Lease Agreement.

2.31 Post, Posting, Posted: Post, posting, posted shall mean to post a notice/message on the Oregon Cascade RV Co-op web site, place a printed copy on Laundry Room bulletin board and send a copy, by United States Postal Services, to those Members not having access to the web site. The Secretary shall maintain a list of Members who have access to the web site, and such list shall be conclusive evidence of such access, unless and until a Member on the list notifies the Secretary, in writing, that said Member has no access or otherwise desires to be sent a copy of such notice/message by United States Postal Services.

2.32 Project: “Project” shall mean the Property owned by the Association which includes all common grounds, trees, plantings, Spaces, Project improvements and Project buildings, excluding Owner’s Mobile Homes, Recreational Vehicles, sheds and decks placed on the Spaces.

2.33 Recreational Vehicle: "Recreational Vehicle" shall mean a Recreational Vehicle or other vehicle, including Park Models, authorized by the Board to be kept in the Project on Spaces 1 through 52.

2.34 Residence: "Residence" shall mean a Space together with any Recreational Vehicle or Mobile Home thereon.

2.35 Restrictions: "Restrictions" shall mean these Bylaws, the Rules and Regulations and the Architectural Review Committee Rules.

2.36 Rules and Regulations: "Rules and Regulations" shall mean the Rules and Regulations adopted by the Board pursuant to these Bylaws, as such Rules and Regulations may be amended from time to time.

2.37 Senior Park: "Senior Park" shall mean for eighty percent (80%) of the Members, one Person (or if the Person is an Entity, a principal owner or trustee of that Entity) must be 55 years of age or older, and for the remaining twenty percent (20%) of the Members, a Person (or if the Person is an Entity, a principal owner or trustee of that Entity) must be 50 years of age or older.

2.38 Space: "Space" shall mean a Space within the Park intended to be used to park Recreational Vehicles or Mobile Homes as defined in the Architectural Review Committee Rules and Regulations.

ARTICLE 3

3. Duties and Powers of the Association.

3.1 Duties and Powers: The duties and powers of the Association are those set forth in the Articles and these Bylaws. The Association shall further have the right to install or construct capital improvements on the Project as provided herein. The Association may at any time, and from time to time, reconstruct, replace or refinish any Improvement or portions thereof upon the Project, replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Project, as further provided herein. The Association may employ personnel necessary for the effective operation and maintenance of the Project, including the employment of legal and accounting services, as provided in these Bylaws.

3.2 Repair and Maintenance Duties of Association: Subject to Article 12 pertaining to destruction of improvements, and subject to Section 3.3 pertaining to repairs by Owners, the Association shall paint, maintain, repair and make necessary Improvements to the Project, or shall contract for such maintenance, repair and Improvements, to assure the Project remains in good condition and repair. All such maintenance, repairs and Improvements to the Project, which are specifically identified as the responsibility of the Association, shall be paid for as Common Expenses out of the Maintenance Funds as provided in these Bylaws. All work performed for and on behalf of an Owner shall be charged to such Owner as a Special Assessment, as herein provided.

The Association shall have the responsibility of owning and administering the Project, approving the annual Budget and activities for the coming year, establishing and collecting all Assessments applicable to the Project, and arranging for overall architectural control of the Project.

3.3 Repair and Maintenance by Owner: Each Owner shall maintain, repair, replace and restore at his/her sole cost and expense, his/her Space and all improvements thereon, including his/her Recreational Vehicle or Mobile Home, excluding removal of dead trees or the outdoor utilities consisting of cable TV, water, electricity and sewer, which are all the Association's responsibility. It shall further be the duty of each Owner to pay when due any and all charges for all utility services that are not centrally metered, but are separately metered to his/her Space.

3.4 Rights of Entry: The Board of Directors, and its authorized representatives, shall have a limited right of entry in and upon all areas of the Project, including all Spaces, for the purpose of inspecting the Project, and taking whatever corrective action may be deemed necessary or appropriate by the Board of Directors, consistent with the provisions of these Bylaws. Such requests for entry by either the Board or by another Owner shall be made in advance and entry shall be at a time reasonably convenient to the Owner whose Space is to be entered; provided the entered Space is left in substantially the same condition as it existed immediately preceding such entry. In case of emergency, such right of entry shall be immediate.

3.5 Use of Manager: The Board of Directors, on behalf of the Association, may contract with a professional Manager for other activities on behalf of the Association. The term of such contract, except as provided in Section 6.2, or any contract for the furnishing of services to the Association, shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods, and such contract shall be terminable by the Board, or at the request of a majority vote of the Association, at any time: (1) For cause upon written notice thereof, and (2) Without cause nor the payment of a termination fee upon thirty (30) days written notice.

ARTICLE 4

4. Membership and Voting.

4.1 Membership: Every Person, upon becoming the Owner of a Lease, shall automatically become a Member of the Association. Ownership of a Lease shall be the sole requirement for Membership; provided, however, as a condition to the issuance or re issuance of a Membership Certificate or other evidences or entitlement of Association Membership, the transferor and the transferee may be required by the Association to pay a transfer fee, as well as fees for the issuance of a new Certificate and reissue of documents. At no time shall there be issued and outstanding on the books and records of the Association more Membership Certificates than the total number of Spaces in the Project.

4.2 Transfer: Memberships shall not be transferred separately from the Lease to which they are appurtenant. Upon written notification to the Association by the transferor and transferee of the completion of such sale, together with documentation evidencing such sale, the transfer to the purchaser of the Owner's Certificate and corresponding Membership and Lease shall be recorded in the books and records of the Association. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

4.3 Shares and Voting: The Association shall have one and only one class of Membership. At any meeting of the Association, each Member shall be entitled to cast no more than one vote for each Space which is appurtenant to a Membership owned by such Member. While there is more than one Person owning a Membership, all of the Persons owning the Membership may attend any meeting of the Association, but only one Person who owns the Membership need attend for the purpose of that Member being present. Notwithstanding the attendance by more than one Person owning a single Membership at any meeting of the Association, only one Person owning that Membership shall be entitled to vote for that Membership.

4.4 Majority of Quorum: Unless otherwise expressly provided in these Bylaws or the Articles, any action which may be taken by the Membership may be taken by a majority of a quorum of the Members of the Association.

4.5 Quorum: Except as otherwise provided in these Bylaws, the presence in person of at least thirty-five percent (35%) of the voting power of the Membership of the Association shall constitute a quorum of the Membership. 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 to leave less than a quorum.

4.6 No Proxies: As provided in ORS 62.265(2), Members shall not be allowed to vote by proxy, but a Member that is an Entity may designate a representative to cast its vote, provided such designation is in writing from the Member. In the absence of such designation, any principal officer or trustee of the Member shall be deemed authorized to cast the vote of that Member.

4.7 Death of a Member: In the event of the death of a Member who is comprised of a single individual, the personal representative, trustee, heirs, or devisees, as appropriate, shall have the same voting rights of the deceased Member provided documentation of authority or distribution of the Membership in a form satisfactory to the Association is presented prior to the exercise of such voting rights.

ARTICLE 5

5. Membership Meetings.

5.1 Place and Time of the Annual Meeting of Members: The Annual Meeting of the Members shall be held in two sessions at the Oregon Cascade RV Park, 56640 McKenzie Hwy., McKenzie Bridge, OR, at 10:00 AM, on the second and fourth

Thursdays of July each year. The meeting will be conducted using Robert's Rules of Order.

5.2 Annual Meeting of Members: At the first session of each annual meeting there shall be elected, by secret written ballot of the Members, a Board of Directors of the Association, in accordance with the requirements of Section 6.4 of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

5.3 Special Meetings of Members: It shall be the duty of the Board to call a special meeting of the Members, as directed by resolution of a majority of the Board of Directors, or upon receipt by the Secretary of a petition signed by Members representing at least ten percent (10%) of the total voting power of the Association. The notice of any special meeting shall be given within twenty (20) days after adoption of such resolution or receipt of such petition and shall state the time and place of such meeting and the purpose thereof. The special meeting shall be held not less than thirty-five (35) days or more than ninety (90) days after adoption of such resolution or receipt of such petition. No business shall be transacted at a special meeting except as stated in the notice, and unless a quorum is present.

5.4 Notice of Meetings of Members: It shall be the duty of the Secretary to cause a notice to be sent of each annual or special meeting, by first-class mail and/or E-mail at least twenty (20), but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member of record, and to each first Mortgagor which has filed a written request for notice with the Secretary. The notice may set forth an agenda, time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given to Members.

5.5 Adjourned Meetings: If any meeting of Members cannot be organized because a quorum is not present, the Members who are present may by a majority vote adjourn the meeting to a time not less than twenty-five (25) days nor more than forty-five (45) days from the time the original meeting was called, at which meeting the quorum requirements shall be the presence in person of the Members holding at least twenty-five percent (25%) of the voting power of the Association. Such an adjourned meeting requires notice thereof as provided in Article 5. Notwithstanding the foregoing, if such adjourned meeting is actually attended, in person by Members having less than twenty percent (20%) of the total voting power of the Association, then notwithstanding the presence of a quorum, no matter may be voted on except such items listed in the notice which was given pursuant to Section 5.4 hereof.

5.6 Order of Business: The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector(s) of elections; (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (l) new business.

5.7 Action Without Meeting: Any action which may be taken at a meeting of the Members (except for removal of Directors) may be taken without a meeting by written ballot of the Members. The Board may cause to be submitted by mail ballot any question to be voted on at any Member meeting, including the election of Directors. In such event the secretary shall cause a mailing to each Member along with the notice of the meeting, the ballot on each such question and a voting envelope. The ballot may be cast only in a sealed envelope which is authenticated by the Member's signature. A vote so cast shall be counted as if the Member were present and voting in person.

5.8 Minutes, Presumption of Notice: Minutes or a similar record of the proceedings of meeting of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Such minutes will be presented to the next meeting of Members for information, comment and approval.

ARTICLE 6

6. Board of Directors.

6.1 Number and Qualification: The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom must be an Owner. The Members may change the authorized number of Directors by a duly adopted amendment to these Bylaws. Directors shall not receive any salary or compensation for his/her services as Directors. A Member that is also a salaried employee may be a director, but they shall not be involved in salary matters or any other business that could be considered a conflict of interest as found in ORS 62.284. (Revised by written vote 9/15/2011)

6.2 Power and Duties: The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by Law or by these Bylaws directed to be exercised and done by the Members. The Board may employ a Manager, caretaker or independent contractor, or such other employee as they deem necessary and prescribe their duties. No Member of the Association may be hired by the Board except on a temporary basis, not to exceed 90 days. Any extension beyond 90 days must be approved by a majority vote of a quorum of the Membership. The Board of Directors shall also not enter into any contract for providing goods or services to the Association or the Project for a term in excess of one (1) year, without the vote or written consent of the Members representing a quorum, except for: (a) any contract of a minimum term with a public utility company regulated by the Public Utilities Commission which required a term in excess of one (1) year; (b) a management contract within the limitations set forth in these Bylaws; (c) prepared casualty or liability insurance policies not to exceed three years in duration, provided the policies permit short rate cancellation by the Association, and (d) agreements or Leases for cable television service or laundry room equipment not to exceed five (5) years in duration.

6.3 Special Powers and Duties: Without prejudice to such foregoing general powers and duties and subject to the provisions of these Bylaws, the Board of Directors is vested with the power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such Rules and Regulations consistent with Oregon law and with the Articles of Incorporation and these Bylaws, as the Board may deem necessary or advisable.

6.4 Election and Term of Office: Directors shall be elected by secret written ballot of the Members. Each Director shall hold office until his/her successor has been elected or until his/her death, resignation, removal or judicial adjudication of mental incompetence. The term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be for two (2) years. The term of office of each Director elected to fill a vacancy created by the resignation, death or removal of his/her predecessor shall be the balance of the un served term of his/her predecessor.

6.5 Books, Audit: The following financial information shall be prepared and distributed by the Board to all Members, and to any and every institutional holder of a first Mortgage on a Certificate who has filed a written request with the Board:

A pro forma operation Budget for each Fiscal Year, consisting of at least the following information, shall be distributed prior to or at the Annual Membership Meeting: (a) the estimated revenue and Common Expenses of the Association computed on an accrual basis; (b) a report reflecting income and expenditures of the Association for the previous year; (c) the amount of the total cash reserves of the Association currently available for replacement or major repairs to the Project and for contingencies; (d) a balance sheet as of 30 June of each year; (e) for any Fiscal Year in which the gross income to the Association exceeds \$100,000.00, a copy of a review of the annual report prepared in accordance with generally accepted accounting principles by a certified public accountant duly licensed in the State of Oregon.

If the report referred to above is not prepared by an independent accountant, it shall be accompanied by a certification of an authorized officer of the Association stating the statement was prepared from the books and records of the Association without independent audit or review.

6.6 Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining Directors, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for the purpose of filling the vacancy or removing a Director.

6.7 Removal of Directors: As provided in ORS 62.280(6), at any duly called regular or special meeting of the Members any one individual Director or the entire Board may be removed prior to the expiration of his/her terms of office, if written reasons for removal of the director are included in the notice of the meeting, by the secret written ballot/vote of Members present at the meeting, provided a quorum is

present. Any Director whose removal has been proposed by a Member(s) shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed at the meeting, new Directors may be elected at the same meeting. If any Board Member misses more than two (2) meetings in one year he/she may be subject to removal by vote of the remaining Directors.

6.8 Organization Meeting of Board: The first meeting of a newly elected Board of Directors ("Organization Meeting") shall be held before the second day of the Annual Membership Meeting. The organizational meeting is closed to the Membership.

6.9 Regular Meetings of Board: Regular meetings of the Board of Directors shall be open to all Members, provided Members who are not Directors may not participate in any deliberation or discussion at such regular meetings, unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. A notice of all regular meetings of the Board must be Posted at least seven (7) days prior to each meeting. Board members may participate in a regular meeting by teleconference. Meetings will be conducted using Robert's Rules of Order.

6.10 Special Meetings of Board: Special meetings may be called by the President, or any three (3) Directors in person or electronically. At least 2 weeks notice shall be given to each Director and Posted to the Membership. The minutes of Special Meetings will be available to all Members within fourteen (14) days. Teleconference Board Meetings may be held when needed. Bylaws 6.11 and 6.13 are to be adhered to.

6.11 Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive personal notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to such Directors. Attendance by a Director at any meeting of the Board shall be a waiver of personal notice by him/her of the time and place thereof. If all Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as a meeting duly held after a regular call and notice, if: (a) a quorum be present; (b) notice to the Members of such meeting was Posted, and (c) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding such meeting, or an approval of the minutes hereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

6.12 Action Without Meeting: Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. An explanation of any action taken by unanimous written consent without a meeting shall be Posted by the Board within seven (7) days after the written consents of all Directors have been obtained.

6.13 Quorum and Adjournment: Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall

constitute a quorum for the transaction of business, and the acts of the majority of those Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

The Board of Directors may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session. The nature of any and all business to be considered in executive session shall first be announced in open session. An executive session can be scheduled, but must be Posted four (4) days prior to the meeting, with a brief explanation of business to be conducted.

6.14 Fidelity Bonds: The Board of Directors shall have the power to require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

6.15 Committees: The Board of Directors, by resolution, may from time to time designate such committees as it shall desire.

ARTICLE 7

7. Officers.

7.1 Designation: The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Officers other than the President need not be Directors.

7.2 Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new board of Directors, and each officer shall hold his/her office at the pleasure of the Board of Directors.

7.3 Removal of Officers: Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

7.4 Compensation: Agents and employees of the Association shall receive such reasonable compensation for their services as may be authorized or ratified by the Board.

7.5 President: The President, in conjunction with the Board of Directors, shall have general supervision, direction and control of the business of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors.

7.6 Vice-President: The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent, disabled, refuses or is unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint another Director to do so on an interim basis.

7.7 Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall preferably not be a Member of the Board. The Secretary shall not be in attendance at Executive Sessions if he/she is not a Board Member.

7.8 Treasurer: The Treasurer shall be the chief financial officer of the Association and shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall preferably not be a Member of the Board.

ARTICLE 8

8. Standing Committees.

8.1 Architectural Review Committee:

The Architectural Review Committee Chair shall be appointed by the Board of Directors from the Membership of the Association. The Committee Chair shall appoint four (4) additional committee members to be approved by the Board.

The Committee shall consider and act upon any and all Plot Plans and specifications submitted for its approval pursuant to these Bylaws and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans, appropriate Architectural Review Committee Rules and Regulations governing Recreational Vehicles and Mobile Homes, and permanent and temporary improvements to Leased occupied and un-occupied Spaces and common areas. Upon approval by a majority of the Board of Directors, such Rules become temporary and applicable to all subsequent architectural activity on such Spaces unless and until rescinded by the Committee, the Board or the Membership. Such Rules shall become permanent upon approval by a majority vote at the next regular or special meeting of the Membership. Such Rules shall be amended in like manner.

The requirements and authority of the Architectural Review Committee for securing approval are in effect year round.

8.2 Other Committees: The Board of Directors shall have the right to form other committees for such purposes as are not inconsistent with these Bylaws and the purposes of the Association. All such committees shall be under the direct control of the Board of Directors and shall be comprised of a committee chair and such other committee members as the Board of Directors shall determine.

Any committee that handles funds shall ensure those funds are under the control of more than one person. A financial report shall be submitted to the Treasurer on a periodic basis and reported to the Membership at the Annual Membership Meeting.

All standing committees shall coordinate with the Architectural Review Committee and Board of Directors for any major changes to the assets of the Co-op or Improvements.

ARTICLE 9

9. Association Maintenance Funds and Assessments.

9.1 Personal Obligation of Assessments: Each Owner, by acceptance of a Lease of a Space and the appurtenant Membership, is deemed to covenant and agree to pay to the Association all Annual Assessments for Common Expenses and all applicable Special Assessments, Reconstruction Assessments and Capital Improvement Assessments. The payment of all such Assessments, together with interest, costs, and reasonable attorney's fees, shall be a separate, distinct and personal obligation of the Person who was the Owner of such Lease and appurtenant Membership at the time when the Assessments fell due, and shall bind his/her heirs, personal representatives, successors and assigns. This personal obligation cannot be avoided by abandonment of the Owner's Lease and appurtenant Membership and Certificate, or by an offer to waive use of the Project facilities.

9.2 Purpose of Assessments: The Assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Spaces and for the operation, replacement, improvement and maintenance of the Project.

9.3 Basis of Maximum Annual Assessment: If the Board of Directors determines the Annual Assessment is insufficient to meet the Common Expenses of the Association during the next Fiscal Year, the Board of Directors may, by majority vote, increase that Annual Assessment by not more than fifteen percent (15%) above the maximum Annual Assessment for such year reflected in the approved Budget for the Association. Any proposed increase in the Annual Assessment which exceeds fifteen percent (15%) shall require approval of a majority of the Association Membership. Assessments shall be assessed equally against the Owners and their Memberships. Written notice of the Annual Assessments shall be sent to every Member subject thereto.

If the Board of Directors determines the estimate of total charges for the current year is, or will become inadequate to meet all expenses of the Project for any reason, it shall immediately determine the approximate amount of such inadequacy. The Board of Directors shall have the authority to levy, at any time by majority vote, a supplemental Annual Assessment, reflecting a revision of the total charges to be assessed against each Certificate and the Memberships and Lease evidenced thereby. In no event shall the sum of all increases in Annual Assessments levied by the Board in any Fiscal Year exceed fifteen percent (15%) of the maximum Annual Assessment for the previous Fiscal Year, unless such excess increase has first been approved by the vote or written consent of Members representing at least fifty-one percent (51%) of the voting power of the Association. Written notice of any change in the amount of Annual Assessments levied by the Association, through the Board of

Directors, shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

Each Owner shall pay to the Association his/her current Annual Assessment in one annual installment, due and payable on the 1st of July each year.

9.4 Capital Improvement Assessments: Should the Board of Directors determine the need for a capital improvement or other addition to the Project, the cost of which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for the then current Fiscal Year, then the vote or written consent of Members representing at least a majority of the voting power of the Association shall be required. Capital Improvement Assessments may be levied by the Board without the consent of the Members if the aggregate cost of the expenditure does not exceed five percent (5%) of the budgeted gross expenses of the Association for the then current Fiscal Year (not including property taxes assessed against the Association).

9.5 Delinquency and Acceleration: Any installment of an Assessment provided for in these Bylaws shall become delinquent if not paid with fifteen (15) days of the due date as established by the Board of Directors of the Association. Any assessment not paid within fifteen (15) days of the date it is due shall be assessed a late fee of 10% of the past due sum. In addition thereto, any sums more than 30 days past due shall accrue interest at the rate of 12% per annum or the maximum rate established by law, whichever is less, from the due date until paid. Notwithstanding anything to the contrary herein, the Board of Directors may waive late charges and interest upon a showing of good cause by the delinquent Member.

9.6 Renewal of Lease: All obligations as listed in Section 9.1 of this Article 9 must be paid in full; and the Member must not be in default under any provisions of these Bylaws or the Master Lease Agreement before any Master Lease Agreement is automatically renewed for an additional five (5) years, or before any transfer of the Master Lease Agreement or Certificate can be finalized. The Member shall be informed, in writing, prior to the fifth anniversary of their Lease renewal of their failure to pay their financial obligations or of their condition of default; otherwise, in the absence of written notice, their Lease agreement shall automatically renew for an additional period of five (5) years.

9.7 Enforcement: Any delinquent sums payable by any Member to the Association may, at the option of the Board of Directors, become subject to a lien on the leasehold interest and appurtenant Membership of the Member. In such event the Board of Directors shall record any necessary documents to perfect such lien, and may foreclose the leasehold interest and Membership pursuant to Oregon Law.

ARTICLE 10

10. Residence and Use Restrictions. All of the Project shall be used and enjoyed subject to the following limitations and restrictions:

10.1 Residential Use: No Space shall be used for any purpose other than single Family residential purposes and shall not be occupied by more than one Family, as defined in Section 2.17, except that guests may also occupy the Space, provided that occupancy is not more than defined in the Rules and Regulations. No gainful occupation, profession, trade or other nonresidential use shall be conducted within the Project. The provisions of this section shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the Space for residential purposes.

10.2 Insurance Rates: Nothing shall be done or kept in the Project which will increase the insurance rate on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any property maintained by the Association or which would be in violation of any law.

10.3 Subdivision: No Owner shall subdivide or sell a portion of his/her Space.

10.4 Signs: No signs, posters, displays or other advertising device of any kind shall be erected or maintained anywhere in the Project or on any public street abutting or visible from the Project, or shown or displayed from any Space, without the prior written consent of the Architectural Review Committee. Each Owner shall be entitled to maintain one sign or notice of customary and reasonable dimensions which states the Owner's interest in the Space is for sale, so long as such sign is consistent with the standards established by the Architectural Review Committee.

10.5 Nuisances: All rubbish and debris shall be placed in the receptacles provided by the Association. No odor shall be permitted to arise from an Owner's rubbish so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No activity shall be permitted to exist or operate upon any portion of the Project, so as to be offensive, hazardous or detrimental to any other property in the vicinity thereof or to its occupants, and the Board shall have the right to determine if any noise, odor or activity producing same constitutes a nuisance.

10.6 Drainage: There shall be no interference with the established drainage pattern over the Project, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Review Committee.

ARTICLE 11

11. Insurance.

11.1 Duty to Obtain Insurance--Types: The Board shall obtain and continue in effect adequate blanket public liability insurance (including medical payments), with such limits as may be considered advisable by the Board of Directors (but not less than one million dollars (\$1,000,000/.00) covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily

injury, death and property damage arising from the activities of the Association and its Members, with respect to the Project (other than the Residences) and any other property under its jurisdiction. The Board shall also obtain and continue in effect fire and casualty insurance with extended coverage in an amount as near as possible to the full replacement value of the Project (other than the Residences), including, without limitation, all Improvements and built-in appliances, without deduction for depreciation. Such insurance shall be maintained by the Board of Directors for the benefit of the Association, the Owners, and the Mortgagors, as their interest may appear as named insured, subject however to loss payment requirements as set forth herein. The Board of Directors shall purchase such other insurance, as necessary to cover such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Fidelity bond coverage, if approved by the Board, must be obtained by the Association for any person or Entity handling funds of the Association, including, but not limited to, officers, Directors, trustees and employees of the Association and employees of any professional Manager of the Association.

11.2 Waiver of Claims Against Association: As to all policies of insurance maintained by the Association and the Owners which will not be voided or impaired thereby, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by negligence of or breach of any agreement by any of said Person(s).

11.3 Rights and Duty of Owner to Insure: It shall be the responsibility of each Owner to provide insurance on his/her personal property and upon all other property within his/her Space which is not insured by the Association's blanket policy.

11.4 Trustee for Policies: The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Board.

11.5 Actions as Trustee: Except as otherwise specifically provided in these Bylaws, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to a majority of the Association.

11.6 Annual Insurance Review: The Board shall review the insurance carried by the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to above.

ARTICLE 12

12. Destruction of Project Property. In the event of destruction of any portion of the Project, it shall be the duty of the Board of Directors to authorize and direct restoration and repair of same to its former condition as promptly as practical, unless alternative

action is approved by a two-thirds (2/3) vote of a quorum of the Membership at a regular or special meeting thereof.

ARTICLE 13

13. Indemnification of Directors and Officers.

13.1 Non-Liability: Except as provided in this Article 13, no right, power, or responsibility conferred on the Board or the Architectural Review Committee by the Articles or these Bylaws or the Leases shall be construed as a duty, obligation or disability charged upon the Board, the Committee, any Member of the Board or of the Committee, or any other officer, employee or Manager of the Association. No such Person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damages resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his/her Association duties (Official Acts), except to the extent such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent such injuries or damage result from such Person's gross negligence or willful or malicious misconduct.

13.2 Indemnification: The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any Person as a result of any action or threatened action against such Person to impose liability on such Person for his/her official acts, provided: (a) the Board determines such Person acted in good faith and in a manner such Person reasonably believed to be in the best interest of the Association; (b) in the case of a criminal proceeding, the Board determines such Person had no reasonable cause to believe his/her conduct was unlawful; and (c) in the case of an action or threatened action by or in the right of the Association, the Board determines such Person acted with such care, including reasonable inquiry, as an ordinary prudent Person in a like position would use under similar circumstances.

Any determination of the Board required under Section 13.2 must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote of a majority of a quorum of the Members of the Association voting at a meeting of the Association called for such purpose, provided the Person to be indemnified shall not be entitled to vote.

ARTICLE 14

14. Default or Termination.

14.1 Notice of Hearing for Breach of Agreement: In the event the Association acting through its Board of Directors deems a Member has not complied with a provision of these Bylaws, the Master Lease Agreement and its attachments, the

Rules and Regulations or Architectural Review Committee of the Association, it shall cause a written notice to be sent to the Member (either by personal delivery or by first class postal mail, return receipt requested, to the Member's last known address on file with the Association) deemed to be in breach, and specify in detail the failure by the Member alleged to be in violation, the proposed action and the reasons therefore. Such notice shall specify a date and time for hearing before the Board at which the Member may be heard orally or in writing. No action against such Member arising from the alleged violation shall take effect prior to the expiration of twenty-one (21) days after the Member's receipt of the notice required herein. The failure of the Board to enforce any provision of the Rules and Regulations of the Association, the Architectural Rules, these Bylaws or the Master Lease Agreement shall not constitute a waiver of the right to enforce the same thereafter.

14.2 Conduct of Hearing: The hearing shall be held before the Board in executive session pursuant to notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. The Board may invite other Members into the hearing to give evidence of any alleged violations. The respondent Member may offer witnesses, written, or oral evidence in defense of an alleged violation. The Oregon Rules of Evidence shall not be controlling. Any decision declaring the offending Member to be in default shall be arrived at by a majority of the Directors attending the hearing. The decision shall be in writing and shall state the findings and remedy to be applied. A copy of the signed decision shall be served on the offending Member, either in person or by first class postal mail, return receipt requested.

14.3 Appeal and Arbitration: Any Member found in violation pursuant to Section 14.1 and 14.2 above shall have the right to appeal the decision of the Board of Directors by requesting, in writing, within fifteen (15) days following service of the signed decision of the Board of Directors, binding arbitration. The arbitration shall be conducted pursuant to the arbitration rules of the Lane County Circuit Court then in effect, provided that the decision of the arbitration shall be binding and may not be appealed.

The parties shall attempt to mutually select an arbitrator. If they cannot do so, each party shall select an arbitrator and the two arbitrators so chosen shall select a third, in which event the arbitration shall be conducted by all three arbitrators and the decision of a majority of the arbitrators shall control.

Any decision of the arbitrators may be filed with any court of competent jurisdiction.

The prevailing party in such arbitration shall be entitled to reimbursement of all costs, as well as all reasonable attorney fees incurred, from the non-prevailing party. The arbitrator (or arbitrators) shall have the sole right to determine the prevailing party in any such action.

14.4 Remedies: Upon being declared in violation by the Board of Directors, or upon the decision of the arbitrators in the event such decision is appealed, provided

such decision is adverse to the Member, said Member shall have fifteen (15) days to fully cure all violations (including the payment of all sums owed to the Association). If all violations are not cured within that time, the Association shall have the following remedies:

A. If the violation is for failure to pay any sums assessed against the Member, including any Special Assessments, as defined in Section 2.7, the Association may proceed to foreclose the leasehold interest and Membership of the Member, pursuant to the procedures provided under Oregon law;

B. In any event, the Association may terminate the leasehold interest of the Member, and proceed to evict the Member through a Forcible Entry and Detainer action; and

C. If the matter is arbitrated, the Association may pursue any remedy to which it may be entitled pursuant to the decision of the arbitrator(s); and/or

D. The Association may pursue any other remedy allowed under Oregon law.

All such remedies shall be cumulative, and the pursuit of one remedy shall not preclude the pursuit of any other remedy except as otherwise prohibited by law.

ARTICLE 15

15. General Provisions.

15.1 Legal Proceedings: The failure of any Owner, his/her family, guests, employees, invitees or tenants to comply with any of the Restrictions, the Master Lease Agreement, Bylaws and Articles of Incorporation shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, unlawful detainer, or any combination thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. The Board or any Owner (not at the time in default hereunder), shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of these Bylaws or the Restriction. Any judgment rendered in any action or proceeding to enforce the Restrictions shall include a sum for Attorney's fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, cost of collection and court costs. Each remedy provided for in these Bylaws shall be cumulative and not exclusive or exhaustive.

15.2 Fines and Penalties: Any fines or penalties levied against a Member pursuant to Article 14.4 shall be deemed to be a Special Assessment to such Owner, and shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in these Bylaws.

15.3 Severability: The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of

any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

15.4 Interpretation: The provisions of these Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a Recreational Vehicle cooperative development and for the maintenance of the Project, and any violation of these Bylaws shall be deemed to be a nuisance. The article and section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall mean the same.

15.5 Use of Facilities: The Board of Directors shall have the right to limit the number of guests an Owner may permit to use the commonly shared facilities of the Project, and the Board shall have the right to set further reasonable restrictions on the time and manner of use of the facilities in accordance with the Rules and Regulations.

15.6 Notices: Except as provided in these Bylaws, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one Owner of a Certificate or, if the Person is an Entity, a principal owner or trustee of that Entity, shall be deemed delivery to all Owners or to the Entity, as the case may be.

15.7 Notice of Mortgagor: Upon request, every Owner who has a Mortgage on his/her Membership shall notify the Association through the Manager, or through the Secretary in the event there is no Manager, of the name and address of his/her Mortgagor; and the Association shall maintain such information in a book entitled "Mortgagors of Members." Upon request, each Member shall likewise notify the Association as to the release or discharge of any such Mortgage.

15.8 Membership Book: The Association shall keep and maintain in its office for the transaction of business a Membership and Certificate number and number of the Space allocated to each Member and his/her respective Certificate. Termination or transfer of Membership shall be recorded in the book, together with the date on which Membership ceased or was transferred, in accordance with the provisions of these Bylaws.

15.9 Execution of Documents: The Board of Directors may authorize any officer or officers, Manager or Managers, 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 of Directors, no officer, Manager or employee shall have any authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

15.10 Inspection of Bylaws: The Association shall keep in its office for the transaction of business the original or a copy of these Bylaws, as amended or otherwise altered to date which shall be open to inspection by any Member.

15.11 Conflicting Provisions: In case any of these Bylaws conflict with any provisions of the Laws of the State of Oregon, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Master Lease Agreement and these Bylaws, these Bylaws shall control.

15.12 Lost Certificate: Upon presentation of adequate evidence, including a statement signed by the holder of any first Mortgage encumbering such Certificate, stating a Certificate previously issued by the Association has been lost or destroyed ("Lost Certificate"), the Board of Directors may direct the Lost Certificate be cancelled and a new Certificate be issued in place of the Lost Certificate, upon the payment to the Association of a reasonable fee, which may be established by the Board of Directors.

15.13 Code of Conduct: Each Member has the duty and obligation to preserve the tranquility of the Project and to ensure they conduct themselves with due consideration and courtesy with regard to each other Member and to create a healthy and safe environment within the Project. To this end, each Member shall refrain from using obscenities, verbal or physical threats, slander, or engaging in any activity which may be dangerous, create a health or safety hazard or create a hostile environment within the Project. Violation of this provision shall be subject to resolution by the Board of Directors in accordance with any provision(s) contained in these Bylaws.

ARTICLE 16

16. Amendment.

16.1 Vote on Amendment: These Bylaws may only be amended by the Membership by vote or written consent of fifty-one percent (51%) of all Members of the Association.

16.2 Record of Votes: The Association shall maintain in its files the record of all written consents or votes cast to amend these Bylaws for a period of at least five (5) years.

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KNOW ALL PERSONS BY THESE PRESENT:

Bylaws Revision 8

We, the undersigned Directors of Oregon Cascade RV Co-op, do hereby certify that a change was made to Revision 7 of the Bylaws, as authorized by a written vote of the Membership counted on and effective as of September 15, 2011, and the foregoing Revision 8 of the Bylaws constitutes the current Bylaws of the Oregon Cascade RV Co-op as of the effective date stated below.

Adopted:

September 15, 2011

SIGNED:

Carl Knudsen, President

Tom Pope, Vice-President

Karen Harms

Chris Snyder

Bob Walker