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Lincoln County, Oregon 07/24/2017 09:26:30 AM

DOC-AM/BYLAWS

2017-06965

Cnt=1 Pgs=18 Stn=0

\$138.00

\$90.00 \$11.00 \$10.00 \$20.00 \$7.00

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.



Dana W. Jenkins, Lincoln County Clerk

NAME OF DOCUMENT:	2017 AMENDED AND RESTATED BYLAWS OF PACIFIC SHORES RV RESORT OWNERS ASSOCIATION Original Bylaws not recorded
PARTIES:	PACIFIC SHORES RV RESORT OWNERS ASSOCIATION, Grantor N/A, Grantee
CONSIDERATION:	N/A
LEGAL:	Outdoor Resorts Motorcoach Resort & Outdoor Resorts Motorcoach Resort No. 2

Background

- 1. Pacific Shores RV Resort Owners Association is an Oregon nonprofit corporation.
- 2. The Association oversees the affairs and operations of Outdoor Resorts Motorcoach Resort and Outdoor Resorts Motorcoach Resort No. 2, located in Lincoln County, Oregon.
- 3. The Association, the owners, and the subdivision are governed by the following documents:
 - 3.1. Declaration of Covenants, Conditions, Restrictions and Easements for Outdoor Resorts Motorchoach Resort, recorded in Book 385, Page 0189;
 - 3.2. The First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Outdoor Resorts Motorchoach Resort, recorded in Book 403, Page 1799;
 - 3.3. Bylaws of Pacific Shores RV Resort Owners Association (unrecorded);
 - 3.4. First Amendment to the Bylaws of Pacific Shores RV Resort Owners Association (unrecorded);
 - 3.5. The Plat of Outdoor Resorts Motorcoach Resort, recorded in Plat Book 16, Page 33; and
 - 3.6. The Plat of Outdoor Resorts Motorcoach Resort No. 2, recorded in Plat Book 16, Page 41.
- 4. The Association and owners have approved and adopted the following 2017
 Amended and Restated Declaration of Covenants, Conditions, Restrictions and
 Easements for Outdoor Resorts Motorcoach Resort.
- The 2017 Amended and Restated Declaration supersedes and replaces, in its entirety, the Declaration of Covenants, Conditions, Restrictions and Easements for Outdoor Resorts Motorcoach Resort, recorded in Book 385, Page 0189.
- 6. Upon recording in the records of Lincoln County, Oregon, the terms and conditions of the 2017 Amended and Restated Declaration become effective.

2017 AMENDED AND RESTATED BYLAWS OF PACIFIC SHORES RV RESORT OWNERS ASSOCIATION

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1. Name and Location

1.1. The name of the corporation is PACIFIC SHORES RV RESORT OWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Outdoor Resorts Pacific Shores Motorcoach Resort located at 6225 N. Coast Highway 101, Newport, Oregon, but meetings of members and directors may be held at such places within the County of Lincoln, State of Oregon, as may be designated by the Board of Directors.

2. Definitions

2.1. Unless otherwise specifically provided herein, the capitalized terms in these Bylaws shall have the same meanings as are given to such terms in the Declaration of Covenants, Conditions, Restrictions, and Easements for Outdoor Resorts Pacific Shores Motorcoach Resort located at 6225 N. Coast Highway 101, Newport, Oregon ("Declaration"), as or to be recorded in the Official Records of Lincoln County.

3. Membership And Voting Rights

3.1. The membership and voting rights provisions contained in Article 4 of the Declaration are incorporated herein by reference.

4. Meetings of Members

4.1. Annual Meetings.

Regular meetings of members of the Association shall be held not less frequently than once each calendar year. However, in no event shall the meeting of the Members be held later than twelve (12) months after the closing of the sale of the first subdivision interest without regard to the number of subdivision interests authorized for sale in the first public report. Each subsequent regular annual meeting of the Members shall be held within ninety (90) days of the anniversary of the first annual meeting at a date and time to be determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

4.2. Special Meetings.

Special meetings of the Members may be called at any time by a majority of a Quorum of the Board of Directors, or upon written request signed by Members who are entitled to vote at least ten percent (10%) of all of the votes of the entire membership.

4.3. Notice of Meetings.

Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or Person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than fifty (50) days, before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association provided for the purpose of notice. The notice shall specify the place, day and hour of the meeting and the matters the Board of Directors intends to present for action by the Members. However, except as otherwise provided by law, any proper manner may be presented at the meeting for action.

4.4. Quorum.

The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, at least a majority of the votes of the entire membership shall constitute a Quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such Quorum shall not be present in person or by proxy at any such meeting, a majority of the Members entitled to vote thereat may adjourn the meeting to another time, but may not transact any other business. An adjournment shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date, without notice other than the announcement at the meeting. If a time and place for the adjourned meeting is not fixed or if for any reason a new date is fixed after adjournment, notice of the time and place of the adjourned meeting shall be given in the manner prescribed in Section 3. The Quorum requirements for an adjourned meeting shall be thirty-three and one third percent (33 1/3 %) of the total voting power of the entire membership.

4.5. Other Quorum Requirements.

Notwithstanding Section 4 of this Article, the Quorum required for any action requiring Members' assent under the Articles of Incorporation shall be not less than the number or percentage of the entire membership required to take action under the applicable Article.

4.6. Proxies and Voting.

Each Person entitled to vote shall have the right to do so either in person or by one or more agents authorized by written proxy, signed by the Person and filed with the Secretary of the Association. Proxies may not be used to vote for the election of members to the Board of Directors, but may be used for any other matter that requires a Member vote. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by a Member or the Member's attorney in fact. Any form of proxy or written ballot distributed by any Person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted on. The proxy or written ballot shall provide that when the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy shall also identify the Person who is authorized to exercise the proxy and the length of time it will be valid. A proxy may be revoked by written notice to the corporation of such revocation, or by a new proxy presented to the meeting, or by the voting in person by the Member giving the proxy. A proxy is not revoked by the death or incapacity of the maker or the termination of a membership as a result thereof, unless, before the vote is counted, written notice of the death or incapacity is received by the Board of Directors.

4.7. Place of Meetings.

All meetings of the membership shall be held in a location within the Project, if possible, or at a site as close thereto as possible. Unless unusual conditions exist, Members meetings shall not be held outside the County of Lincoln.

4.8. Action by Written Ballot.

Unless prohibited or limited by the Articles of Incorporation, any action that may be taken at any annual or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter as provided in ORS 94.647 or delivers an electronic ballot to every Owner entitled to vote on the matter as provided in ORS 94.661. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action will be deemed to be approved by written or electric ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide Owners with at least 10 days notice as required by ORS 94.647(2) (b) before written ballots are mailed or otherwise delivered. If, at least three days before ballots are scheduled to be mailed or otherwise distributed, at least 10 percent of the Owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for making and returning the ballot. If electronic ballots are used, the electronic ballot must be secret. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed. An electronic ballot is effective when it is electronically transmitted to the address, location, or system designated by the Board of Directors for that purpose.

5. Board Of Directors - Selection - Term Of Office

5.1. Number.

Commencing as of the date of the first annual meeting and continuing thereafter, the Board shall consist of five (5) directors, each of whom must be either a Member of the Association. The number of Directors may be changed by a duly adopted amendment to the Bylaws.

5.2. Qualification.

Directors must be Members of the Association. If a Unit is owned by more than one owner, only one owner of that Unit may serve on the Board of Directors at any one time.

5.3. Nomination.

Nomination for election to the Board shall be made by a Nominating Committee consisting of three Persons. The Nominating Committee shall consist of a chairman, who shall be a director, and two other Members of the Association. Each member of the Nominating Committee shall be appointed by the Board and shall serve for a period of one year, and vacancies thereon shall be filled by the Board. The Nominating Committee may make as many nominations as it desires but not less than the number of positions to be filled. The Nominating Committee shall adopt procedures that provide for a reasonable opportunity for nominees to communicate their qualifications and reasons for candidacy to the Members and to solicit votes, and for a reasonable opportunity for all Members to choose among the nominees. Without authorization of the Board, no Association funds may be expended to support a nominee for director.

5.4. Election of Directors.

At the first annual meeting, the Members shall elect directors to fill all the positions on the Board. Unless the office is vacated sooner as provided in Section 6 of this Article, each director shall hold office until his or her

term expires and a successor has been elected and qualified. At the first meeting of the Association, the Members shall elect two (2) Directors for a term of one (1) year, and three (3) Directors for a term of two (2) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. The election of directors shall be by secret written ballot and subject to the provision regarding specially elected directors in Section 5 of this Article, the Persons receiving the highest number of votes up to the number of positions to be filled shall be elected. Any director may resign effective on giving written notice to the president, the secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation.

5.5. Vacancies.

A vacancy or vacancies on the Board shall exist on the occurrence of any of the following: (i) the death of any director, (ii) the effective date of any director's resignation, (iii) the removal of a director pursuant to Section 7 of this Article, (iv) the declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (v) the increase in the authorized number of directors, or (vi) the failure of the Members, at any meeting of the Members at which any director or directors are to be elected, to elect the number of directors required to be elected at the meeting. Any vacancy on the Board may be filled by a majority of the directors then in office, whether or not less than a Quorum, or by a sole remaining director, except for a vacancy created by removal of a director by vote of the Members or a vacancy of a specially elected director position, which vacancies shall be filled by the Members. In addition, the Members may fill any vacancy not filled by the directors. Any director elected to fill a vacancy shall hold office until the expiration of the term of his or her predecessor and until a successor has been elected and qualified.

5.6. Removal of Directors.

At any regular or special meeting of the Members duly called, any one individual director or the entire Board may be removed prior to the expiration of their terms of office, with or without cause, by the vote of Members representing a majority of the voting power of the Association. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7. Compensation.

A director shall not receive any compensation for any services rendered to the Association as a director, provided that directors may be reimbursed for actual out-of-pocket expenses incurred in the performance of his or her duties.

6. Meetings Of Directors

6.1. Regular Meetings.

Regular meetings of the Board of Directors shall be held at a time and at a meeting place fixed by the Board from time to time. The meeting place shall ordinarily be within the Project itself unless, in the judgment of the Board, a larger meeting room is required than exists within the Project, in which case the meeting room selected shall be as close as possible to the Project.

6.2. Notice of Meetings.

Notice of the time and place of a regular meeting shall be posted at a prominent place or places within the Common Area and shall be communicated to the Board members not less than four (4) days prior to the meeting (unless the time and place of meeting is fixed by these Bylaws, or unless a longer period of notice is provided for in these Bylaws) provided, however, notice of a meeting need not be given to any Board member who has signed a waiver of notice or a written consent of holding of the meeting. If the Common Area consists only of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate. Notice may be mailed or delivered to each Unit in the Project, or by newsletter or similar means of communication.

6.3. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors other than the president, after not less than seventy-two (72) hours notice to each director, which notice must specify the time and place of such meeting and the nature of any special business to be considered. A copy of such notice shall be posted as outlined in Section 2 above. Notice of the meeting need not be given to any director who signs a waiver of notice or consent to the holding of the meeting.

6.4. Quorum.

A majority of the number of directors shall constitute a Quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a Quorum is present shall be regarded as the act of the Board.

6.5. Board Meetings Open to Members.

Except for executive sessions, all meetings of the Board will be open to any and all Members of the Association; however, no Association Member will have a right to participate in the Board's meetings unless the Member is also a member of the Board. The President will have authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions: (a) consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters; (b) personnel matters, including salary negotiations and employee discipline; (c) negotiations of contracts with third parties; (d) collection of assessments; and (e) any other matters permitted by law.

6.6. Board Voting.

Except in the case of an emergency, the Board must vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board must state the general nature of the action to be considered, as precisely as possible, and when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

6.7. Minutes of Board Meetings.

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes of any meeting of the Board of Directors, other than an executive session, shall be available to Members within thirty (30) days of the meeting. The minutes, proposed minutes or summary minutes shall be distributed to any Member of the Association upon request and upon reimbursement of the Association's costs in making that distribution. Members of the Association shall be notified in writing at the time that the pro forma budget required by the Declaration is distributed, or at the time of any general mailing to all the Members of the Association, of their right to have copies of the minutes of meetings of the Board of Directors, and how and where such minutes may be obtained.

7. Powers and Duties of the Board

7.1. Powers.

The Board of Directors shall have the power necessary for the administration of the affairs of the Association and may do all such acts as are not by law or by the Governing Documents directed to be exercised and done by the Members. Without limiting the generality of the foregoing, the Board shall have the power:

- 7.1.1. To adopt and amend administrative Rules and Regulations governing the details of operation and use of the Common Area and administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration, or any rules or regulations promulgated thereunder. However, any such Rules and Regulations must be subject to rescission or amendment by the Association on a majority vote of Owners present at any properly called meeting;
- 7.1.2. To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration:
- 7.1.3. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without excuse by majority vote of the Board from three (3) consecutive regular meetings of the Board of Directors:
- 7.1.4. To employ a Manager, an independent contractor, Managing Agent (which may be a corporation) or such other employees as they deem necessary, and to prescribe their duties;
- 7.1.5. To establish, levy and assess, and collect the assessments or charges referred to in Article 6 of the Declaration;
- 7.1.6. To enforce the Declaration, Articles, Bylaws and any other Governing Documents for the ownership, management and control of the Project; and
- 7.1.7. To institute, defend, settle or intervene on behalf of the Association in litigation, arbitration, mediation, or administrative proceedings in matters pertaining to (i) enforcement of the Governing Documents, (ii) damage to the Common Areas; or any other matter of collective interest to the Membership.

7.2. Duties.

The Board of Directors shall be responsible for the performance of the duties of the Association as set forth in the Declaration and other Governing Documents, and shall supervise all Officers, agents and employees of the Association for the proper performance of their duties. In addition, it shall be the duty of the Board to cause to be kept a complete record of all its acts and corporate affairs.

8. Committees

8.1. The Board shall appoint an Architectural Review Committee as provided in the Declaration, and the Board shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its functions and duties. Such other committees shall be appointed by Board resolution adopted by a majority of a Quorum of the directors then in office.

9. Officers and Duties

9.1. Enumeration of Officers.

The Officers of the Association shall be a president, a secretary, and a treasurer. The Association may also have, at the discretion of the Board, such other Officers as may be appointed in accordance with the provisions of Section 4 of this Article.

9.2. Election of Officers.

The Officers, except those appointed under Section 4 of this Article, shall be chosen annually by the Board and shall serve at the pleasure of the Board. The president and the treasurer must be chosen from amongst the members of the Board. The other Officers need not be directors.

9.3. Term.

Each Officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4. Special Appointments.

The Board may elect such other Officers as the affairs of the Association may require, 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.

9.5. 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 or receipt of such notice or at any later time specified therein, and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

9.6. Vacancies.

A vacancy in any office may be filled in the manner prescribed for regular election. The Officer elected to such vacancy shall serve for the remainder of the term of the Officer he replaces.

9.7. Multiple Offices.

Any number of offices may be held by the same person.

9.8. Duties.

The duties of the Officers are as follows:

- 9.8.1. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.
- 9.8.2. The Vice President, if any, shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- 9.8.3. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- 9.8.4. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed

by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; and keep proper books of account

9.9. The above duties may be changed by action of the Board of Directors.

10. Books And Records

The books, records and papers of the Association shall at all times, during 10.1. reasonable business hours, be subject to inspection by any Member. The books, records and papers of the Association shall also be available during reasonable business hours for inspection by any holder, insurer or guarantor of a first Mortgage secured by a Unit in the Project, so long as such inspection is reasonably related to the purpose of protecting such first Mortgage. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member and by any holder, insurer, or guarantor of a first Mortgage secured by a Unit in the Project at the principal office of the Association, where copies may be purchased at reasonable cost. The Board shall establish rules regarding the notice the Owners must give to the custodian of the records to obtain access, the hours and days of the week when the records may be inspected and copied, and the charges imposed by the Association for copying records requested by the Owners. Every member of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled. The right of inspection by a Board member includes the right to make extracts and copies of documents. The Board shall review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared with the current year's budget, and an income and expense statement from the Association's operating and reserve accounts.

11. Indemnification

11.1. The Association must indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding.

Indemnification will be made regardless of whether the action is civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding. This indemnification

applies if the person acted in good faith and in a manner that the person 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 no reasonable cause to believe that the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, will not of itself create a presumption that a person did not act in good faith and in a manner that the person 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 the person's conduct was unlawful. Payment under this Article 12 may be made during the pendency of the claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of the payment from the person, should it be proven at a later time that the person had no right to the payment. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent will have a right of contribution over and against all other Directors, officers, employees, or agents and Members of the Association who participated with or benefited from the acts that created the liability.

12. Assessment Collection Costs; Suits And Actions

12.1. An Owner must pay reasonable fees and costs (including, but not limited to, attorneys' fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from the Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines, and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due under or for the enforcement of any provisions of the Declaration, the Articles, or these Bylaws, the Owner or Owners, jointly and severally, must pay, in addition to all other obligations, the costs of the suit or action, including actual administrative expenses incurred by the Association because of the matter or act that is the subject of the suit, reasonable attorneys' fees to be fixed by the trial court, and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by the appellate court.

13. Amendments

13.1. These Bylaws may be amended by a vote of a majority of a Quorum of the total voting power of the Association.

14. Miscellaneous

14.1. Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year and shall begin on the date of incorporation.

14.2. Conflict.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles, the Declaration shall control.

14.3. Waiver.

No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation, or provision was not enforced.

CERTIFICATION

Association, an Oregon nonprofit corbeen approved in accordance with O	ecretary of the Pacific Shores RV Resort Owners poration, hereby certify that these Bylaws have RS 94.625.
В	Chairperson Secretary
STATE OF OREGON	
County of LINCOln)	ss
The foregoing instrument was acknown and on behalf of, Pacific Shores RV Re	arry J. Brunetto, Chairperson,
OFFICIAL STAMP GARY LANE JONES NOTARY PUBLIC-OREGON COMMISSION NO. 954188 MY COMMISSION EXPIRES SEPTEMBER 05, 2020	Notary Public for Oregon My Commission Expires: September 05, 2020
STATE OF OREGON County of Lincoln	3S
The foregoing instrument was acknow	unie J. Coury, Secretary, and on

2017 Amended & Restated Bylaws

OFFICIAL STAMP
GARY LANE JONES
NOTARY PUBLIC-OREGON
COMMISSION NO. 954188
MY COMMISSION EXPIRES SEPTEMBER 05, 2020

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Notary Public for Oregon My Commission Expires: September 05, 2020