

**Exhibit A**  
**Proposed Amendments to Consolidated Plan Section 9.01**  
**SECTION 9 ADMINISTRATOR**

**9.01 Powers and Responsibilities of the Administrator.** In addition to such other powers and responsibilities as shall be granted to or imposed upon it by the Consolidated Plan of Sunriver and by any Sunriver Declaration, the Administrator shall have the following powers and responsibilities:

- a. Maintenance of all private ways, common areas, semi-public recreational or service areas, leased scenic areas and the improvements thereon;
- b. Construction of such improvements on the private ways, common areas, leased scenic areas and semi-public recreational or service areas as it deems to be of benefit to the residents of Sunriver and their guests in accordance with the Sunriver Rules and Regulations. provided, however, that nothing herein contained shall be deemed to confer upon the Administrator power to incur capital expenditures or levy special assessments except as expressly herein provided and subject to the limitations herein set forth;
- c. Responsibility for the enforcement of all covenants and restrictions contained in the Consolidated Plan of Sunriver and any Sunriver Declaration;
- d. Responsibility for the promulgation and enforcement of the Sunriver Rules and Regulations and the enforcement of the Design Committee rules and the decisions of the Design Committee;
- e. Responsibility for payment of all ad valorem taxes and assessments imposed on any of the common areas, private ways, leased scenic areas or semi-public recreational or service areas within Sunriver;
- f. Responsibility for the provision of such services to the owners of Sunriver as shall be deemed to be of benefit to the owners of Sunriver;
- g. Responsibility for procurement and maintenance of insurance on all improvements constructed on the common areas, leased scenic areas or semi-public recreational or service areas;
- h. Responsibility for collection of maintenance assessments, user fees and other charges as may be levied within any village in the manner provided in the Consolidated Plan of Sunriver and any previous declaration and responsibility for action on delinquencies;
- i. Responsibility for fixing of fees for use of recreational and service facilities within the common areas and in the semi-public recreational or service areas and for the collection thereof for payment into the Maintenance Fund;

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j. Responsibility to make certain that the annual operating budget and long term budgets for capital improvements and reserve for replacements are arranged;

k. Responsibility for maintenance of books and records to a standard sufficient to permit their audits as outlined in Section 7.06;

l. Responsibility for the organization of village associations, committees and advisory groups as may be required from time to time to assist the Administrator in the performance of its functions;

m. The right to contract with any owner, group of owners or association of owners of any property subject to the Master Plan of Sunriver as described in Section 4 hereof for the maintenance of roadways, bicycle paths, recreational facilities or service facilities and administrative services connected therewith provided such contract is deemed to be beneficial to the Association;-

n. Responsibility for fixing of fees on the transfer of real property located in Sunriver (including transfers by operation of law and other indirect transfers of ultimate beneficial ownership), to support new amenities, equipment, and infrastructure that will provide a direct benefit to Owners, and for promulgating rules to govern the collection and administration of such fees; provided, however, that such fees shall not exceed one-half of one percent (0.5%) of the purchase price and shall not apply to the following transactions: transfers to the transferor's family or Household; transfers that do not change the beneficial ownership of real property; transfers between spouses; transfers arising out of a foreclosure or similar proceeding; or to any other transfers identified by the Administrator by rule.

**9.02 Delegation of Functions and required transfer.** Appointment of Manager. The Administrator may, from time to time, delegate all or portions of its authority hereunder, to a manager pursuant to an appropriate management contract; provided, however, that in no event shall any such management contract, or contract for services equivalent to management services, have a term in excess of three (3) years. In connection with any contract exceeding one year, the Administrator must obtain approval of the Board of Directors of the Sunriver Owners Association. The Administrator may delegate to any village association responsibility for the performance of any duty or function of the Administrator with respect to the applicable village; provided, however, that the Administrator shall arrange to pay the particular village association expenses which it shall reasonably incur in the performance of such duties.

**9.03 Limitation of Liability.** The Administrator shall not be liable for failure to carry out or perform any duty or responsibility required by it to be performed pursuant to the Consolidated Plan of Sunriver where such performance is made impossible or unfeasible by lack of sufficient funds in the Maintenance Fund. Where such insufficiency exists, the Administrator shall have discretion to determine for which authorized purposes monies in the Maintenance Fund shall be spent, including the power to determine how much shall be held in reserve. Neither the Administrator nor any officer or director thereof shall be liable to any owner, to any resident of Sunriver or to any village association on account of any action or failure to act of the Administrator, provided, however, that the action has been taken in good faith in accordance with the actual knowledge possessed by the Administrator.

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**9.04 Performance of Functions and Required Transfer.** The functions to be performed by the Administrator or imposed upon it by the Consolidated Plan of Sunriver or by any Sunriver Declarations, will convey to the Sunriver Owners Association all of its right, title and interest in and to the private ways, common areas, limited common areas, private recreational areas, leased scenic areas and semi-public recreational or service areas and will transfer over to the Sunriver Owners Association all monies then in the Maintenance Fund with a complete accounting therefor and the Sunriver Owners Association shall accept the same. The Developer shall be relieved of any further obligations with respect to performance of the functions of the Administrator from and after the date of the transfer. The Developer is the Administrator as of the date hereof and commits for itself, its successors and assigns to turn over the administrative functions as herein contemplated in accordance with the provisions of this paragraph.

**9.05 Board of Directors Act as Administrator.** The Board of Directors of the Owners Association shall be the Administrator and shall perform all the duties, have the responsibilities and possess the authority to carry out the business affairs of the Owners Association and the provisions in the Consolidated Plan, not otherwise reserved in or assigned to the owners.