

AFTER RECORDING RETURN TO:

Eugene L. Grant, Esq.  
1800 Pacwest Center  
Portland, OR 97204

BOOK 1883 PAGE 1944

AMENDMENT TO  
DECLARATION OF

FOUNTAIN PLAZA CONDOMINIUM NO. 1

PROVINCE OF ONTARIO, CANADA )  
City of Ottawa ) an.  
Regional Municipality of Ottawa- )  
Carlton )

COME NOW, ZEEV VERED and J. MICHAEL CASEY, who on oath  
depose and say that they are the President and Secretary,  
respectively, of the Fountain Plaza Condominium No. 1 Association,  
and that the owner of more than seventy-five percent (75%) of the  
units of Fountain Plaza Condominium No. 1 has adopted the  
following amendment:

WITNESSETH:

The Declaration submitting Fountain Plaza Condominium  
No. 1 to the Oregon Condominium Act which was recorded June 14,  
1984, in Book 1754 on Page 324 in the records of Multnomah County,  
Oregon, is hereby amended by replacing Sections 9.1 and 9.4  
thereof with the following:

"9.1 Sale or Lease. Any Owner other than the  
Declarant or an institutional first Mortgagee  
who wishes to sell or lease (for a term  
exceeding thirty-six (36) months, including  
options) a Dwelling Unit (or any lessee of any  
Dwelling Unit wishing to assign or sublease  
such Dwelling Unit for a term exceeding  
thirty-six (36) months, including options)  
shall give to the Board not less than thirty  
(30) days' prior written notice of the terms  
of any contemplated sale or lease, together  
with the name, address and financial and  
character references of the proposed purchaser  
or lessee and such other information  
concerning the proposed purchaser or lessee as  
the Board may reasonably require. The members  
of the Board acting on behalf of the other  
Owners shall at all times have the first right

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C-860210

THIS DOCUMENT IS RECORDED AS AN ACCUMULATED  
BY SALES TITLE INSURANCE AND MAINTAINS NO  
RESPONSIBILITY AS TO THE EFFECT OR PROVISIONS  
OF THIS DOCUMENT

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and option to purchase or lease such Dwelling Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Dwelling Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction or wishes to change the terms thereof within said ninety (90) days, the Dwelling Unit again shall become subject to the Board's right of first refusal as herein provided. For purposes of this Section 9.1, the term "institutional first Mortgagee" shall mean an entity which has or had a first lien on a Unit and which is a bank, savings and loan, mortgage company or other similar business entity which, in the ordinary course of its business, regularly makes loans to individuals secured by first liens against residential real estate. The conveyance of a Dwelling Unit to an institutional first Mortgagee by means of a deed in lieu of foreclosure shall not be considered a sale for purposes of this Section 9.1.

9.4 Involuntary Sale. In the event any Dwelling Unit or interest therein is sold at a judicial or execution sale (other than a judicial or non-judicial Mortgage foreclosure sale or the acceptance of a deed in lieu of foreclosure) the person acquiring title through such sale before taking possession of the Unit so sold shall give thirty (30) days' written notice to the Board of an intention so to do, whereupon the members of the Board acting on behalf of the Owners shall have an irrevocable option to purchase such Dwelling Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Dwelling Unit. The Board shall be deemed to have exercised its option if it tenders the

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required sum of money to the purchaser within  
said thirty (30) day period."

DATED this 16<sup>th</sup> day of December, 1985.

FOUNTAIN PLAZA CONDOMINIUM  
NO. 1 ASSOCIATION

By: Zeev Verad  
Zeev Verad, President

By: J. Michael Casey  
J. Michael Casey, Secretary

The foregoing Amendment to Declaration is hereby  
approved this 21<sup>st</sup> day of January, 1986.

MORELLA LARSEN  
Real Estate Commissioner

By: Alberte Raethke

The foregoing Amendment to Declaration is hereby  
approved this 3 day of February, 1986.

ASSESSOR AND TAX COLLECTOR FOR  
MULTNOMAH COUNTY, OREGON

By: James J. Gnowski

The undersigned owner of more than seventy-five percent (75%) of the units in Fountain Plaza Condominium No. 1 hereby consent to this Amendment.

FOUNTAIN PLAZA CONDOMINIUM, INC.

By: [Signature]  
Zeev Vered, President

By: [Signature]  
J. Michael Casey  
Assistant Vice President

PROVINCE OF ONTARIO, CANADA )  
City of Ottawa )  
Regional Municipality of Ottawa- )  
Carlton )

ss. DATED: December 16, 1985

Personally appeared ZEEV VERED and J. MICHAEL CASEY who, being duly sworn, did say that they are the President and Secretary, respectively, of FOUNTAIN PLAZA CONDOMINIUM NO. 1 ASSOCIATION, an Oregon nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledge that instrument to be its voluntary act and deed.

[Signature]  
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

PROVINCE OF ONTARIO, CANADA )  
City of Ottawa )  
Regional Municipality of Ottawa- )  
Carlton )

ss. DATED: December 16, 1985

Personally appeared ZEEV VERED and J. MICHAEL CASEY who, being duly sworn, did say that they are the President and Assistant Vice President, respectively, of FOUNTAIN PLAZA CONDOMINIUM, INC., an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledge that instrument to be its voluntary act and deed.

[Signature]  
NOTARY PUBLIC FOR PROVINCE OF ONTARIO

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STATE OF OREGON

BOOK 1883 PAGE 1948

009429

STATE OF OREGON  
Multnomah County

L. S. Deery for the Plaintiff in Complaint, in and for  
his heirs and assigns, vs. J. M. Deery, et al., as  
defendants, and received for record and recorded in the record  
of said County

1986 FEB -6 PM 12: 25

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

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Witness my hand and seal of office at Salem  
Recorder of County

*M. B. Deery*  
Deery

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