

**FIRST AMMENDMENTS TO
AMMENDED BYLAWS DATED MAY 18, 1993**

OF

**THE ASSOCIATION OF UNIT OWNERS OF
MARINA RIVERHOUSE**

Dated October 18, 1996

Filed and Recorded Ocotber 20, 1996

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at

Recording Section Multnomah CO., Oregon

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FIRST AMENDMENTS

TO

AMENDED BYLAWS DATED MAY 18, 1993

OF

THE ASSOCIATION OF UNIT OWNERS OF MARINA RIVERHOUSE

The following amendments to the Amended Bylaws dated May 18, 1993, of the Association of Unit Owners of Marina Riverhouse were adopted by the unit owners:

ARTICLE VI, Paragraph 6.4 is amended to read as follows:

ARTICLE VI

6.4 Reports and Audits. The annual report of the receipts and expenditures of the Association shall be rendered by the board of directors to all unit owners within ninety (90) days after the end of each fiscal year. Annually, the board of directors, at the expense of the Association, may obtain a financial review of the books and records pertained to the Association and furnish copies thereof to owners upon request. At any time any owner may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE VII, Paragraph 7.1(a) is amended to read as follows:

ARTICLE VII

7.1 (a) Units. All maintenance or and repairs to any unit shall be made by the owner of such unit, who shall keep the same in good order, condition and repair and shall do all redecorating, painting and staining which at any time may be necessary to maintain the good appearance and condition of the unit. In addition each unit owner shall be responsible for the maintenance, repair or replacement of windows, doors, decks and the forced air furnace, any

AFTER RECORDING RETURN TO:

Stanley E. Erickson
Weinstein, Fischer, Riley,
Erickson & Wolf, P.S.
P.O. Box 547
Tualatin, OR 97062

plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces, refrigerators, dishwashers, ranges, or other appliances and accessories and common elements known as decks that may be in or connected with the unit.

ARTICLE VII, Paragraph 7.2(a) is amended to read as follows:

ARTICLE VII

7.2 Additions, Alterations or Improvements.

(a) A unit owner shall not, without first obtaining written consent of the board of directors and without obtaining proper permits, make or permit to be made any structural alteration, improvement, or addition in or to his unit, or in and to the exterior of the buildings or other common elements. The unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, or reduce the value thereof, or impair any easement unless the written consent of all unit owners affected is obtained and the consent of the board of directors is obtained. A unit owner shall not paint or decorate any portion of the exterior of the buildings or other common elements without first obtaining written consent of the board of directors.

ARTICLE VII, Paragraph 7.5(h) is amended to read as follows:

ARTICLE VII

(h) Leasing and Rental of Units. Except with the written consent of the board of directors of the Association or the manager and except for a lender in possession following default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure no unit owner may lease or rent his or her entire unit and no unit owner may rent his or her unit for transient or hotel purposes. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and these bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the board of directors finds that a lessee or tenant has violated any provision of the declaration, these bylaws or the rules and regulations, the board may require the unit owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any unit owner to lease or rent his unit.

ARTICLE VII, Paragraph 7.6(a) is amended to read as follows:

PAGE 2 - AMENDED BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
MARINA RIVERHOUSE

ARTICLE VII

(a) to request the proper authorities to enter the unit in which or as to which such violation exists and to summarily, abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board of directors shall not thereby be deemed guilty of any manner of trespass; or

DATED, in Portland, Oregon this 18th day of October, 1995.

David M. Donaldson
DAVID M. DONALDSON, Chairperson

Richard Rydman
RICHARD RYDMAN, Secretary

CERTIFICATION

DAVID M. DONALDSON, as Chairperson and RICHARD RYDMAN, as Secretary of The Association of Unit Owners of Marina Riverhouse, hereby certify that this Amendment has been adopted in accordance with the Amended Bylaws of the Association of Unit Owners and the provisions of ORS 100.410 and that no less than 75% of the unit owners have approved these amendments.

David M. Donaldson
DAVID M. DONALDSON, Chairperson

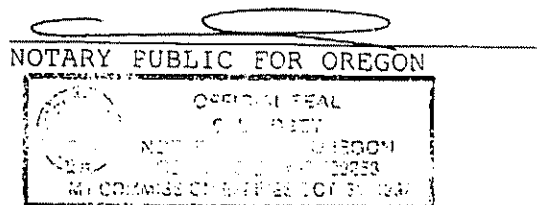
Richard Rydman
RICHARD RYDMAN, Secretary

STATE OF OREGON)
) ss
County of Multnomah)

On October 18, 1995, personally appeared the above-named DAVID M. DONALDSON and RICHARD RYDMAN, who being duly sworn, did say that they are the Chairperson and Secretary of the Board of Directors of the Association of Unit Owners of Marina Riverhouse, and that said instrument was signed on behalf of said Association, and acknowledged said instrument to be their voluntary act and deed.

Before me:

EX-1051A (ORPW) MARINA BYLAWS AND



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STATE OF OREGON }
Multnomah County }

ss

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County.

95 OCT 20 AM 11:38

RECORDING SECTION
MULTNOMAH CO. OREGON

Vol 7 Page

95 129632

Witness my hand and seal of office affixed

Recorder of Conveyances

C Swick

Deputy

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CWS