

**After Recording Return to:**  
Patrick T. Foran  
WYSE KADISH LLP  
900 SW Fifth Avenue, Suite 2000  
Portland OR 97204  
Phone: 503.228.8448

Multnomah County Official Records  
E Murray, Deputy Clerk

**2021-055972**

04/05/2021 04:15:06 PM

COND-BYLA Pgs=2 Stn=25 ATRA  
\$10.00 \$11.00 \$10.00 \$60.00

\$91.00

---

**FOURTH AMENDMENT TO THE BYLAWS OF  
ELIZABETH LOFTS CONDOMINIUMS OWNERS' ASSOCIATION**

This Fourth Amendment to Bylaws of Elizabeth Lofts Condominiums Owners' Association is made effective as of the date this Amendment is recorded by Elizabeth Lofts Condominiums Owners' Association, an Oregon nonprofit corporation ("Association").

The Bylaws of Elizabeth Lofts Condominiums Owners' Association were recorded as an exhibit to the Declaration of Condominium Ownership of Elizabeth Lofts Condominiums dated January 24, 2005, in the Multnomah County, Oregon, Records as Instrument No. 2005-018624, and have been amended by the First Amendment to Bylaws recorded April 20, 2005 as Instrument No. 2005-069705, the Second Amendment to Bylaws recorded August 10, 2007 as Instrument 2007-144538, and the [Third] Amendment to Bylaws recorded June 13, 2012 as Instrument No. 2012-072320.

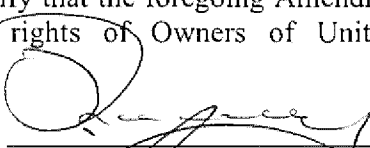
The necessary percentage of unit owners of Elizabeth Lofts Condominium have voted to amend the Bylaws to lengthen the minimum required initial term of any lease or rental of a Unit from 30 days to 90 days.

**NOW, THEREFORE,** the Bylaws are hereby amended by deleting Section 7.1 and replacing it in its entirety as follows:

**"7.1 Rental.** The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 7.1. "Leasing or Renting" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether or not in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership. With the exception of a lender in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of a foreclosure, no Owner shall be permitted to Lease or Rent his Unit for hotel or transient purposes, which shall be defined as Leasing or Renting for any period less than 90 days."

Capitalized terms used in this Amendment shall have the same meaning set forth in the Association's Declaration or Bylaws, as applicable. All other provisions of the Bylaws remain in full force and effect.

The Chairperson and Secretary certify that the foregoing Amendment was duly adopted by the necessary percentage of voting rights of Owners of Units in Elizabeth Lofts Condominiums.

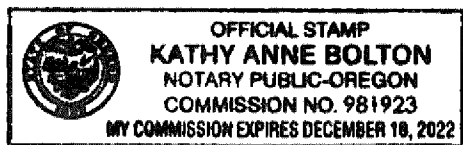
  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary

STATE OF OREGON            )  
  ) ss.  
County of Multnomah )

April 5, 2021

Personally appeared before me the above-named James Kennedy who, being duly sworn, did say that he is the **Chairperson** of the Elizabeth Lofts Condominiums Owners' Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



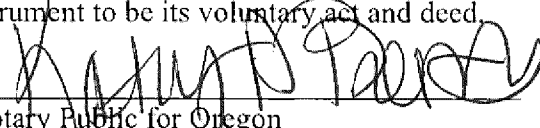
  
\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON            )  
  ) ss.  
County of Multnomah )

April 5, 2021

Personally appeared before me the above-named Paul Mollomo who, being duly sworn, did say that he is the **Secretary** of the Elizabeth Lofts Condominiums Owners' Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



  
\_\_\_\_\_  
Notary Public for Oregon