

**RESOLUTION OF THE
TANGLEWOOD HILLS CONDOMINIUM ASSOCIATION
REGARDING MAINTENANCE OF DECKS
2014 - 001**

The following Resolution is adopted by the Board of Directors of Tanglewood Hills Condominium Association (the "Association") to interpret the provisions of the declarations relating to the cleaning and maintenance of decks.

RECITALS

A. The Association is governed by the Condominium Declaration for Tanglewood Hills Condominium, recorded on December 7, 2000, as Fee No. 2000-078878 Records of Clackamas County, Oregon; the Supplemental Declaration Submitting Stage 2 of the Tanglewood Hills Condominium to Condominium Ownership, recorded on June 1, 2001 as Fee No. 2001-041144 Records of Clackamas County, Oregon; and the Supplemental Declaration Submitting Stage 3 of the Tanglewood Hills Condominium to Condominium Ownership, recorded on December 26, 2002 as Fee No. 2002-127552 Records of Clackamas County, Oregon (referred to collectively as "Declaration") and all amendments thereto; the Oregon Condominium Act, ORS Chapter 100 and the Bylaws of Tanglewood Hills Condominium ("Bylaws") and all amendments thereto.

B. The declarations classify all decks therein as limited common elements, meaning that they are reserved for the exclusive use of the owners and occupants of the units to which they are appurtenant. Being constructed of wood, these decks require periodic maintenance and repair or replacement.

C. Section 5.2 of the original Declaration provides that "except as otherwise specifically provided in this Declaration, the cost of maintenance, repair and replacement of the limited common elements shall be a common expense, which shall be assessed and apportioned pursuant to Section 10.6 of this Declaration, and the performance of such work shall be the responsibility of the Association."

D. The obligation of the Association to maintain the decks is somewhat broad and ambiguous; leading one or more unit owners to contend that the Association is responsible for all routine cleaning of the decks, including the removal of fallen leaves and routine power-washing.

E. The Board considers that contention unreasonable because it is inconsistent with Section 6.8.1 of the Bylaws which provides that every owner shall "prevent any negative effect on the common elements of the Condominium." In addition, some of the decks are not readily accessible to the Association's contractors for such routine cleaning because they are elevated or in fenced areas.

F. Likewise, it is also inconsistent with Section 3.1 of the Bylaws which provides that "the owners of the Units constitute the members [of the] Association, which has the responsibility of...management and maintenance of the Condominium..." Requiring the Association to conduct routine cleaning of the decks would be time consuming and costly.

G. The Board deems it to be in the Association's best interest to adopt a reasonable interpretation of the terms maintenance in said provision, in order to facilitate consistent budgeting and expenditure of Association funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. As used in the declarations, the maintenance and repair of the limited common element decks by the Association is interpreted to include only:

- a. The re-staining or repainting of decks on a schedule or at times determined by the Board of Directors, including power-washing in conjunction with such work; and
- b. The replacement of deteriorated, rotted, or damaged boards, joists, beams, posts, or other component parts of the decks.

2. Interim cleaning of decks that may be necessary or appropriate, including the removal of leaves, other debris and power-washing on a regular basis, are the responsibility of the owners of the unit to which the deck is appurtenant.

3. In the event premature deterioration or rotting of deck materials is caused by the failure of a unit owner to perform interim cleaning of the owner's deck, the cost of replacing and staining or painting such materials shall be assessed against said unit owner pursuant to Section 5.2 of the Declaration, which provides, in part, "any damage caused by the negligence or intentional act of an owner or his invitee, guest or servant shall be repaired by the Association at such owner's sole cost and expense." This remedy is in addition to any other remedy of the Association or the Board of Directors to enforce the provisions of the declarations, bylaws, or rules of the Association.

4. It is further RESOLVED that a copy of this resolution shall be mailed to all unit owners at their last known addresses.

IN WITNESS WHEREOF, the Chairperson and Secretary hereby certify that the foregoing resolution was adopted by the Board of Directors at a duly called and noticed meeting on _____, 2014.

Chairperson
Tanglewood Hills Condominium Association

Secretary
Tanglewood Hills Condominium Association