# Proposed Administrative Resolution #11

**New Resident Screening, Registration and Occupancy Policy**

*Tomahawk Destiny Association – DRAFT for Board and attorney review, prepared October 24, 2026. Bracketed text [like this] is a decision or a blank for the Board or counsel. Not legal advice; do not adopt until reviewed by the Association's attorney.*

## Resolution of the Board of Directors

**WHEREAS**, Article XI, Section 4 of the Tomahawk Destiny Association ("TDA") Bylaws provides that there shall be no leases or subleases of slips or floating homes without Board approval, and Article XI, Section 1 limits occupancy of floating homes; and

**WHEREAS**, Article II, Section 3 of the Bylaws conditions transfer of a Membership Certificate on payment of the member's indebtedness, a satisfactory credit report, and a security agreement with the Association; and

**WHEREAS**, Article IV, Section 12 of the Bylaws authorizes the Board to adopt reasonable Rules and Regulations for the management, administration and use of the Moorage, and Article XX, Section 4 authorizes administrative charges; and

**WHEREAS**, Administrative Resolution #8 (revised August 27, 2025) requires registration of new owners and renters but does not provide for screening, written criteria, a minimum lease term, or a definition of "guest"; and

**WHEREAS**, Administrative Resolution #1 prohibits short-term rentals and Administrative Resolution #10 (adopted January 26, 2026) provides the Association's enforcement and hearing procedure; and

**WHEREAS**, the Board finds that a uniform, written, consistently applied process for approving all new residents, owners and tenants alike, protects the safety, security, insurance position and peaceful enjoyment of the community, and that such a process must comply with applicable federal, state and local fair-housing and tenant-screening laws;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors adopts the New Resident Screening, Registration and Occupancy Policy set out below and in Exhibits A through D, which supersedes Administrative Resolution #8 to the extent of any conflict.

## 1. Scope

1.1 This Policy applies to every person age eighteen (18) or older who will occupy a floating home in the Moorage, including: (a) a purchaser of a Membership Certificate who will occupy the home; (b) a tenant, roommate, assignee or subtenant of a Member; and (c) any guest whose stay becomes an occupancy under Section 8.

1.2 Minor children are listed on the registration form but are not screened.

1.3 Existing residents are addressed in Section 14.

## 2. Definitions

- **Applicant** – a person seeking approval under this Policy.
- **Tenant** – any person other than a Member who occupies a floating home under a lease, rental agreement or any other arrangement involving payment.
- **Guest** – a person who stays in a Member's home as described in Section 8 and who pays nothing for the stay.
- **Screening Agent** – the third-party consumer reporting agency or screening service selected by the Board.
- **Screening Committee** – the [two (2) or three (3)] Board members or designees appointed by the Board to review screening results under this Policy.
- **Governing Documents** – the CC&Rs, Articles, Bylaws, Rules and Regulations, Administrative Resolutions and fine schedule of the Association.

## 3. Approval before occupancy

3.1 No Applicant may occupy a floating home, receive a gate card, code, mailbox key or garage-list placement, or be listed in the directory until the Applicant has been approved and registered under this Policy.

3.2 A Member who allows occupancy by an unapproved person is in violation of the Governing Documents. See Section 12.

3.3 Each Applicant, and the Member where the Applicant is a Tenant, shall sign a Pre-Approval Acknowledgment stating that submission of an application does not guarantee approval and that the Applicant is not entitled to occupy the home until approval is given in writing.

## 4. Application package

4.1 The Applicant shall submit, in person or by mail to the TDA office, or through the TDA website if the Board makes that available:

- the registration form for Owner Members or for Tenants (as in Resolution #8);
- a signed authorization for the Screening Agent to obtain the reports described in Exhibit B;
- government-issued photo identification [or other reasonable proof of identity];
- evidence of homeowner liability insurance of not less than $300,000 naming TDA as additional insured (Resolution #8, Rules and Regulations Section 7), supplied by the Member;
- the make, model and license number of any vehicle (Resolution #9) and registration and insurance information for any vessel (Resolution #[12]); and
- for a Tenant: a copy of the lease or rental agreement (the Member may redact rent and financial terms) and the signed Landlord Responsibility Addendum (Exhibit D).

4.2 Each adult Applicant shall be screened. A person who will not be responsible for rent but will occupy the home is an Applicant.

## 5. Screening and decision

5.1 **Written criteria.** The Association shall screen only against the written criteria in Exhibit B. The criteria shall be given to the Applicant before the Applicant pays any fee. Board shall not apply criteria that are not in Exhibit B.

5.2 **Screening Agent.** Credit, rental and background information shall be obtained only through the Screening Agent under the Applicant's written authorization. Volunteers shall not obtain or keep raw consumer reports.

5.3 **Review.** Only the Screening Committee reviews screening results. Members of the Screening Committee shall recuse themselves if they have a personal or business relationship with the Applicant or the Member.

5.4 **Individualized assessment.** No single factor in Exhibit B is an automatic bar unless Exhibit B states otherwise on the advice of counsel. The Screening Committee shall consider the nature, age and relevance of any adverse information and any information the Applicant provides.

5.5 **Owner purchasers.** For a purchaser of a Membership Certificate, the Association relies on its authority under Bylaws Article II, Section 3 (payment of indebtedness, satisfactory credit report, and security agreement). [Counsel to advise whether and on what grounds the Association may decline a purchaser beyond Article II, Section 3, and whether the Bylaws should be amended to say so.]

5.6 **Order of processing.** Complete applications shall be processed in the order received. [Counsel to confirm whether Portland's FAIR ordinance requires this, and in what circumstances, for Tenants.]

5.7 **Timing.** The Association shall decide within [ten (10) business days] after it receives a complete application and the screening report.

5.8 **Adverse decisions.** If the Association denies or conditions approval, it shall promptly give the Applicant a written notice stating the reason, identifying the Screening Agent, and including the notices required by the Fair Credit Reporting Act and any other applicable law. A copy of the denial reasons shall go to the Applicant. [Counsel to confirm whether the Member should also be told.]

5.9 **Reconsideration.** An Applicant may request reconsideration in writing within [fifteen (15)] days after notice of denial. The Board shall decide at its next regular meeting and give written notice of its decision.

5.10 **Reasonable accommodation.** The Association shall consider reasonable requests to modify this Policy for persons with disabilities. Service and assistance animals are not subject to pet limits or fees.

5.11 **Non-discrimination.** Nothing in this Policy permits a decision based on race, color, national origin, religion, sex, sexual orientation, gender identity, marital status, familial status, disability, source of income, age or any other class protected by law.

## 6. Fees

6.1 Fees are stated in Exhibit C. They are payable by the Applicant or the Member, and an unpaid fee is a special assessment against the Member.

6.2 **Screening fee.** The screening fee passes through the actual charge of the Screening Agent for each adult Applicant, without markup. The Association shall give a receipt on request.

6.3 **Registration fees.** The Board sets registration fees to recover documented administrative cost. The Board shall keep a cost worksheet supporting each fee and review the fees at least annually. The Tenant registration fee may exceed the Owner registration fee only to the extent the worksheet shows the added administrative cost of Tenant registration, screening, lease review and ongoing landlord liaison. [Counsel to review Exhibit C amounts and the worksheet before adoption.]

6.4 Fees are not refundable once screening has begun. A registration fee for an Applicant who is withdrawn before screening shall be refunded.

## 7. Minimum lease term and rentals

7.1 No Member may lease or rent a floating home, or any part of it, for a term of less than [three (3) months]. Nightly, weekly and other short-term or extended-stay rentals are prohibited.

7.2 Advertising a home on any public platform (including Airbnb, VRBO and similar services) for a period shorter than the minimum term is deemed an intention to make a prohibited short-term rental, whether or not a booking occurs.

7.3 A lease shall be in writing and shall have a stated term and rent. Month-to-month holdover after the stated term is allowed only if the original Tenant remains and the Member notifies the Association.

7.4 This Section implements and does not replace Administrative Resolution #1 and Bylaws Article XI, Section 4.

## 8. Guests and additional occupants

8.1 A Guest may stay in a home for up to [twenty-one (21)] days in total in any calendar year, consecutive or not, if the Member or Tenant is not absent for the whole stay [or, if absent, the Member has told the office in advance].

8.2 Any person who stays longer than the limit in Section 8.1, who pays or exchanges value for the stay, or who receives mail or a vehicle registration at the home, is an occupant and must be registered and screened under this Policy before the limit is exceeded.

8.3 A roommate, partner, adult family member or other adult who will live in the home must be registered and approved before moving in. The Member or Tenant shall notify the office within [ten (10)] days of any other change in occupants.

## 9. Access credentials

9.1 Gate cards, codes and mailbox keys shall be issued only to approved, registered occupants, and only after registration is complete. Tenant credentials are issued through the Member as provided in Resolution #8.

9.2 Credentials shall not be lent, given or copied (Rules and Regulations Section 16). Lost or replacement cards are charged as stated in Exhibit C.

## 10. Member responsibility

10.1 A Member remains fully responsible to the Association for the conduct of every Tenant, Guest and occupant and for every fine, assessment and charge arising from their acts, whether or not the Member knew of them.

10.2 Each lease shall (a) incorporate the Governing Documents and require the Tenant to comply with them; (b) acknowledge that the Association may enforce the Governing Documents against the Member and the occupant; and (c) be accompanied by the signed Landlord Responsibility Addendum (Exhibit D).

10.3 The Member shall notify the office in writing within [ten (10)] days after a Tenant moves out, a lease ends or is terminated, or a lease is renewed, extended or changed in any way that affects occupants or the term.

10.4 The Association does not guarantee any lease remedy. The rights and procedures for ending a tenancy are set by state and local law and the lease, and are the Member’s responsibility. Nothing in this Policy requires or authorizes a Member to violate those laws.

## 11. Records and confidentiality

11.1 Screening reports, identification and related records are confidential. They shall be kept separately from general Association files, accessible only to the Screening Committee and the Board as necessary, and kept for [two (2) years] after the decision or longer if required by law, and then securely destroyed.

11.2 The Association shall not disclose screening results to Members, other residents or the public. The directory shall list only information the occupant has agreed to share.

11.3 Each Applicant shall be told how his or her information will be used and kept.

## 12. Violations and enforcement

12.1 Occupancy by an unregistered or unapproved person, a short-term rental, a lease shorter than the minimum term, an unreported change in occupants, or false information on an application is a violation of the Governing Documents and shall be treated as a Use Restriction violation under the Fine Schedule in Administrative Resolution #10, Exhibit B.

12.2 Violations are enforced under Administrative Resolution #10: written notice, a right to request a hearing within fifteen (15) days, and a written decision. Gate cards and codes may be deactivated for any person who is not approved. The Board may also use any remedy in Bylaws Article IX.

12.3 Fines and costs are special assessments against the Member (Bylaws Article VIII, Section 4; Article XX, Section 4; Resolution #3). Disputes are subject to Bylaws Article XIX.

## 13. Reviews

13.1 The Board shall review this Policy and Exhibits B and C at least annually and after any change in applicable law. Changes take effect after members have been notified.

## 14. Existing residents and transition

14.1 Owner Members and Tenants living in the Moorage on the effective date are not screened because of this Policy, but must register under Resolution #8 by [one hundred eighty (180) days] after the effective date if they have not already done so.

14.2 A Tenant is screened under this Policy when (a) a new lease with a new adult occupant begins, or (b) the Member adds an adult occupant, whichever comes first. A renewal with the same occupants is not rescreened. [Board and counsel to decide whether existing Tenants should be screened at renewal.]

14.3 Leases signed before the effective date are not required to meet the minimum term in Section 7 until they expire or are renewed. They remain subject to the prohibition on short-term rentals.

## 15. General

15.1 In any conflict, the Bylaws supersede this Resolution (Rules and Regulations Section 24).

15.2 If any part of this Policy is held invalid, the rest remains in effect.

15.3 **Effective date.** This Policy takes effect [thirty (30) days] after adoption and distribution to the members. The Secretary shall distribute a copy to every Member within [thirty (30)] days after adoption and post the Policy and the application forms on the TDA website.

## Certification

The undersigned, being the duly elected Secretary of the Tomahawk Destiny Association, certifies that the foregoing Resolution was duly adopted by the Board of Directors on the ____ day of _____***, 20***, and remains in full force and effect.

_____ Secretary

_____ President

## Exhibit A – Process summary

1. The Member or Applicant picks up or downloads the registration form and Exhibit B criteria. No fee is due yet.
2. The Applicant submits the complete package (Section 4) and pays the screening and registration fees.
3. The Association sends the authorization to the Screening Agent.
4. The Screening Committee reviews results against Exhibit B only, and decides within [ten (10)] business days after receiving the complete application and report.
5. Approval: written notice to the Applicant and Member. The Applicant signs the Pre-Approval Acknowledgment, the Landlord Responsibility Addendum is on file, and credentials are issued.
6. Denial or conditions: written notice with reasons and legal notices. Reconsideration may be requested in writing within [fifteen (15)] days and is decided at the next regular Board meeting.
7. The Member reports any later change in occupants, lease, or move-out within [ten (10)] days.

## Exhibit B – Screening criteria

**[TO BE WRITTEN BY THE ASSOCIATION'S ATTORNEY. Do not adopt without it.]**

This Exhibit should state, in writing and in objective terms, each factor the Association will consider. Suggested categories for counsel to complete:

- **Identity verification** – [what is accepted].
- **Rental history** – [for example, eviction judgments, within what lookback period].
- **Income or ability to pay** – [if used at all; confirm the limits Portland's FAIR ordinance sets on income tests and whether they reach an association's screening].
- **Credit information** – [how it is used, whether a score is used at all, and the opportunity to explain adverse items].
- **Criminal history** – [which offenses, which look back periods, how the individualized assessment works, and the notice and opportunity to respond that applicable law requires].
- **References** – [number and type].
- **Other Governing Document requirements** – willingness to sign the Pre-Approval Acknowledgment, the Landlord Responsibility Addendum, and any security agreement.

**Drafting cautions:** avoid blanket bars and fixed credit-score floors; do not copy another community's criteria; confirm whether FAIR, ORS 90.295, the Fair Housing Act or Oregon fair-housing law constrains the criteria, the fee, the timing or the notices; and confirm that the criteria are applied the same way to owner purchasers and Tenants to the extent the Bylaws allow.

## Exhibit C – Fee schedule

- **New Owner registration** – $600 (existing, Resolution #8). [Board to confirm the documented cost basis.]
- **Tenant registration** – [$200?] per household, based on the Board's cost worksheet. (Resolution #8 currently charges $25.)
- **Screening fee** – actual charge of the Screening Agent, per adult Applicant, no markup.
- **Additional adult occupant** – [$_____] registration plus the actual screening charge.
- **Replacement gate card** – [$_____] (see Rules and Regulations Section 16).
- **Late or incomplete registration** – no separate fee. Treated as a Use Restriction violation under Resolution #10 if occupancy begins before approval.

## Exhibit D – Landlord Responsibility Addendum (outline)

The Member and the Tenant each sign. Counsel to convert this into a form.

1. The Tenant acknowledges receiving the Governing Documents and agrees to comply with them.
2. The Member remains responsible to TDA for all dues, fines, assessments and charges and for the Tenant's conduct.
3. The Tenant understands that gate cards, codes and mailbox keys are available only after TDA approval and may be deactivated if the Tenant is not approved or violates the Governing Documents.
4. The lease term is at least [three (3) months]. No short-term rental or advertising is permitted.
5. The Tenant will not allow additional adult occupants or guests beyond the Guest limit without TDA registration and approval.
6. The Member will tell TDA within [ten (10)] days of any move-out, termination, renewal or change.
7. TDA may send notices of violations to both the Member and the Tenant.
8. The Tenant maintains renter's liability insurance of at least [$_____] naming TDA as additional insured [counsel to confirm whether to require this in addition to the Member's $300,000 policy].
9. Nothing in this Addendum changes the parties' rights under state or local landlord-tenant law.

## Notes for the Board and counsel (remove before adoption)

1. **FAIR and ORS 90.295.** Portland's screening ordinance and Oregon's screening-charge statute may apply to Members who rent out their homes, and it is unclear whether they reach TDA's own screening. This draft therefore uses written criteria, individualized review, cost-based fees and adverse-action notices, but counsel should decide what is actually required.
2. **Owner purchasers.** The Bylaws give TDA a clear credit-report and security-agreement condition on transfers, but may not support broader screening of buyers. Consider whether a Bylaws amendment is needed. Note that amending the Bylaws requires a vote of more than 50% of the total membership (Article XXI).
3. **Tenant fee.** A higher Tenant fee is easiest to defend if tied to a written cost worksheet. A flat, uncosted differential is the weakest position.
4. **Minimum term.** The draft uses three months, as JBMI does. Columbia Crossings uses thirty days. The Board may choose either.
5. **Cross-references.** This draft refers to a vessel registration and insurance resolution ("Resolution #[12]") that does not yet exist. Delete or replace that reference if the Board does not adopt one.
6. **Rules and Regulations.** If adopted, consider conforming Rules Section 12 (Guests) and Section 16 (Security) so that they match Sections 8 and 9.