

TOMAHAWK DESTINY ASSOCIATION

Board Review Package

Good Standing Definition, Garage Rental Eligibility, & Related Corrections

Summary of Proposed Changes

This package presents three coordinated changes for Board and, where applicable, Membership consideration. Together they remove moorage residency (as evidenced by driver's license, voter registration, or tax documents) as a condition of garage-rental eligibility, and replace it with a defined “Good Standing” standard that also incorporates ARC (architectural) compliance.

1. Bylaws Amendment — adds a defined term, “Member in Good Standing,” to Article I, Section 1 (Definitions). Requires membership vote under Article XXI (affirmative vote of more than 50% of total membership).
2. Administrative Resolution #7 (Revised) — removes the legal-residency requirement for garage rental eligibility (Items 1–4 and Item 11 of the original resolution) and replaces it with the Good Standing standard. Requires Board majority vote under Bylaws Article IV, Section 12(j).
3. Rules and Regulations, Rule 15 (Parking — Garages) — corrects the cross-reference from “Administrative Resolution #6” to “Administrative Resolution #7” and aligns the eligibility language with the new Good Standing standard. Requires Board majority vote under Rule 23.

Note to Board: The Bylaws amendment should be adopted first, or concurrently, since Resolution 7 and Rule 15 both cross-reference the Article I definition. If the Board prefers to act on the Resolution and Rule 15 before a membership vote can be scheduled on the Bylaws amendment, consider adopting the same definition text directly into Resolution 7 as an interim measure, then replacing it with a cross-reference once the Bylaws amendment passes.

Part 1 — Proposed Bylaws Amendment

Article I, Section 1 (Definitions) — New Subsection

Adds a new definition following existing subsection (n). Existing subsections (a)–(n) are unchanged.

Proposed new text — Article I, Section 1(o):

(o) “Good Standing” or “Member in Good Standing” as a Member who, at the time of determination:

- (1) Owns and resides in the Moorage and is not currently a landlord, renting out their TDA home.
- (2) Financial Compliance. Is current on all Association assessments, dues, garage rental fees, fines, and other charges owed to the Association, with no amount more than ten (10) days past due, consistent with Article IX, Section 2;

(3) General Rule Compliance. Has no uncured violation of the CC&Rs, Articles, these Bylaws, or the Rules and Regulations for which the applicable notice and cure period under Article IX, Section 2 has expired without cure;

(4) Architectural Compliance. Has no uncured violation of the Architectural Review Committee's approved plans, guidelines, or determinations under Article X, and has not undertaken any unapproved structure, improvement, alteration, or landscaping requiring ARC approval under Article X, Section 1;

(5) No Active Enforcement Action. Is not currently subject to a suspension of rights or privileges, a revocation of Exclusive Use Property rights, or any other active enforcement remedy under Article IX;

(6) Security Deposit. Has satisfied any security deposit obligation imposed by the Board under Article IX, Section 3.

A Member who cures the applicable delinquency or violation within any cure period afforded under these Bylaws or the Rules and Regulations shall be restored to Good Standing upon such cure.

Adoption requirement:

Per Article XXI (Amendments to Bylaws), this amendment requires “affirmative vote of more than fifty percent (50%) of the total membership” — i.e., a majority of all Membership Certificates, not merely a majority of those present or voting at a meeting. The Board should plan for a written-ballot process (Article III, Section 5) if a live quorum vote at the annual or a special meeting is not expected to reach 50%+ of total membership.

Part 2 — Administrative Resolution #7 (Revised)

Rental and Use of Garage Spaces — Revised to Reflect Good Standing Eligibility Standard

Summary of changes from the original November 22, 2010 resolution:

- Item 1: “Eligible Member” redefined by reference to Good Standing (Bylaws Article I, Section 1(o)), in place of legal residency plus dues status. Is not a landlord, renting out their TDA home.
- Item 2 (legal residence / proof of residency): struck in full.
- Item 3 (residency restriction on who may rent): struck in full.
- Item 4 (forfeiture upon moving off the moorage): struck in full.
- Item 5 (waitlist offer mechanics): revised to condition offers on Good Standing rather than residency, and to address a Member who is not in Good Standing at the time of offer.
- Item 11 (residency-proof-plus-inspection-access provision): revised to retain the inspection-access requirement only.
- Items 6–10 and 12–14: unchanged.

The revised resolution is set out below in full, clean form for adoption.

ADMINISTRATIVE RESOLUTION #7 (Revised)

Rental and Use of Garage Spaces

WHEREAS, the Bylaws of the Tomahawk Destiny Association (“Association”) grant power to the Board of Directors to conduct Association business, and

WHEREAS, it is the responsibility of the Board of Directors to maintain the safety and protection of property owned by the Association, and

WHEREAS, it is the desire of the Board to maintain adequate parking for all residents, and

WHEREAS, it is the desire of the Board to maintain the garages for the convenience of its members, and

WHEREAS, the number of parking spaces is in compliance with the requirements of the City of Portland, as set forth in planning and building code ordinances. The number of parking spaces (including garages and 10 parking spaces outside the main gate) is limited to two (2) per Association member, and

WHEREAS, the parking capacity inside the secured area is based on 2 spaces per slip. The parking capacity includes the garage spaces. When the garages are not used for parking a vehicle, a situation is created that may not allow for residents to park their vehicles inside the secure area. Residents having vehicles in excess of 2 per slip may park their vehicles inside the secured area providing space is available. When space is not available, the excess vehicles shall be moved outside the secured area, and

WHEREAS, it is the intent of the Association that garages shall not be used for storage of personal belongings in lieu of parking an operable vehicle,

THEREFORE, let it be RESOLVED that the following policies be immediately implemented:

1. “Eligible Member” shall be defined as a Member who is in Good Standing with the Association, as defined in Article I, Section 1(o) of the Bylaws. Who Is not a landlord, renting out their home.
2. Eligible Members may sign up on the garage waiting list for the next available garage. When a garage becomes available, the Eligible Member at the top of the waiting list shall be offered the use of said garage, provided that Member is in Good Standing at the time the garage is offered. If the Eligible Member at the top of the list declines to exercise the option to rent, or is not in Good Standing at the time offered, that Member shall retain their position at the top of the list and may exercise the option to rent when the next garage becomes available, provided the Good Standing requirement is then satisfied.
3. The use of garages rented from the Association by Eligible Members is limited to the storage of an operable motor vehicle and incidental storage of general use household items that do not constitute an extraordinary hazard. Incidental storage shall be in compliance with provisions of the Uniform Building Code and Uniform Fire Code as adopted by the State of Oregon and the

City of Portland. No businesses shall be operated out of a garage, nor shall there be any activities that require the continual use of electricity such as electric cars, as electrical expenses are paid by the Association, and not by the individual garage renters.

4. Specifically prohibited uses/operations inside the garage spaces include, but are not limited to, the following: (a) the application of coatings producing flammable vapor (e.g., spray painting); (b) woodworking and those operations producing significant quantities of flammable/combustible dust that constitute a fire hazard; (c) operations for and/or storage of materials used in a commercial business; (d) storage of flammable/combustible liquids in excess of an accumulative total of 5 gallons; (e) storage of hazardous materials in excess of provisions within the Uniform Fire Code; (f) the continuous, long-term operation of electrical appliances such as space heaters, refrigerators, or freezers.
5. Due care and precautions shall be taken by the renter of each garage space in placement of incidental storage items within the garage space. No items shall be placed on the trusses; this could cause premature failure and collapse of the trusses.
6. Failure of the renter of each garage space to comply with these and all reasonable safety measures shall nullify the agreement to use the garage and be subject to eviction from the rental space. If the Board determines that a renter of a garage space is not in compliance and seeks to evict such renter, and the renter contests the matter, the renter shall be responsible for the payment of any/all costs associated with the eviction process, including reasonable attorney fees incurred.
7. The garage spaces are subject to inspection by a Board member or a member or members of the Garage Committee at any reasonable time to ensure compliance with the provisions of this document. The garage space renter will be notified of the intention to enter the garage prior to entry.
8. Each garage space renter shall provide a key and/or combination lock information to his/her garage for emergency access and to ensure compliance, and shall authorize an inspection of his/her garage within 30 days of the signing of the garage rental agreement.
9. All garage space renters shall sign a garage space rental agreement that supersedes any/all previous garage space rental agreements.
10. The garage rental fee is due on the first day of the month. If the rental begins on any day other than the first of the month it shall be prorated for the first month. A late fee will be applied to any payment that is received later than 10 days after the due date.
11. A garage space renter who falls 2 months behind in homeowner Association dues or in garage rental fees, including all applicable late fees, shall forfeit the rights to the use of a garage space and a Notice to Vacate the garage within 30 days shall be sent to the garage space renter. This delinquent account must be paid in full, including all late fees, within 10 days of receipt of the

Notice to Vacate the garage, or the garage space renter shall vacate the garage within the prescribed 30 days.

This resolution shall be effective on the date of adoption of this resolution and shall continue in full force and effect until amended or rescinded by Board action, and supersedes the version of Administrative Resolution #7 approved November 22, 2010.

Note to Board: Item 14's two-month forfeiture trigger (loss of an existing garage rental) is intentionally left unchanged and distinct from the 10-day Good Standing threshold, which governs initial and ongoing waitlist/offer eligibility only. This preserves a more lenient standard for Members who already hold a garage versus the standard for obtaining one — confirm this is the Board's intent.

Adoption requirement:

As an Administrative Resolution (Rules and Regulations), this revision requires a majority vote of the Board of Directors, per Bylaws Article IV, Section 12(j) and Rules and Regulations, Rule 23.

Part 3 — Rules and Regulations, Rule 15 (Garages) — Correction

Corrects the resolution cross-reference and aligns eligibility language with the Good Standing standard.

Current text:

“Garages (see Administrative Resolution #6 for full description of permitted garage use and restrictions)”

“Garages may only be rented by eligible Members who are current on all Association dues. Renters are not eligible for garages.”

Revised text:

“Garages (see Administrative Resolution #7 for full description of permitted garage use and restrictions)”

“Garages may only be rented by Eligible Members who are in Good Standing, as defined in Bylaws Article I, Section 1(o) Administrative Resolution #7. Landlords/Renters are not eligible for garages.”

Adoption requirement:

Per Rule 23, revisions to the Rules and Regulations are approved by a majority vote of the Board of Directors.

Suggested Adoption Sequence

1. Board approves Resolution 7 (Revised) and the Rule 15 correction (Parts 2 and 3), both effective upon adoption, at the same meeting.
2. Board refers the Article I, Section 1(o) Good Standing definition (Part 1) to the Membership for a vote — either at the next annual meeting or by written ballot per Article III, Section 5 — requiring affirmative votes from more than 50% of total membership.
3. Upon passage of the Bylaws amendment, the Board confirms Resolution 7 and Rule 15's cross-references to Article I, Section 1(o) are effective; no further Board action is required unless the Membership vote fails, in which case the Board should revisit whether to define Good Standing solely within Resolution 7 and Rule 15 instead.

Prepared for Board review. Not a substitute for review by the Association's legal counsel prior to adoption.