

ADMINISTRATIVE RESOLUTION #7

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.

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 one whose legal residence qualifies him/her as a garage space renter, and who is current on all Association dues.
2. "Legal residence" shall be defined as the address used for voting and tax purposes. Proof of the Eligible Member's moorage address is a prerequisite for renting a garage, e.g. Oregon driving license, Oregon voter's registration, or address portion only of federal tax documents. Garage space renters must provide annual proof of legal residency, as defined above, on June 1. Failure to do so within 30 days of June 1 will nullify this rental agreement.
3. Only Association slip certificate holders who reside on the moorage in their own slip may rent a garage.
4. Any Eligible Member who is renting a garage, and who moves his/her legal residence off the moorage shall forfeit the use of the garage no later than the end of the month in which the move occurs.
5. Eligible Members may sign up on the garage waiting list for the next available garage. When a garage becomes available the next eligible member on the waiting list shall be offered the use of said garage. If the eligible member at the top of the list declines to exercise his/her right to rent the next available garage, that member may still remain at the top of the list and may exercise his/her option to rent a garage when the next one becomes available.
6. 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.

7. 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.
8. Due care and precautions shall be taken by the renter of each garage space in placement of incidental storage items with the garage space. No items shall be placed on the trusses; this could cause premature failure and collapse of the trusses.
9. 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.
10. 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 insure compliance with the provisions of this document. The garage space renter will be notified of the intention to enter the garage prior to entry.
11. Each garage space renter shall provide proof of his/her legal residency at his/her moorage address e.g. an Oregon driving license or address portion only of their federal tax return, and 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.
12. All garage space renters shall sign a garage space rental agreement that supersedes any/all previous garage space rental agreements.
13. 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.
14. A garage space renters 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 out 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.

APPROVED BY THE BOARD OF DIRECTORS on the 22nd day of November, 2010.

s/s Kate Norman _____ s/s Kate B. Cole _____

President

Secretary

[Signatures on file]