

GABRIEL COMMONS ASSOCIATION POLICY RESOLUTION No. 01 (Revised 5/8/2012)
MAINTENANCE RESPONSIBILITY

WHEREAS, The Bylaws of Gabriel Commons Association (hereafter referred to as "Bylaws") in Article VIII delineates the power of the Board of Directors (hereafter referred to as the "Board") to conduct the business and affairs of the Gabriel Commons Association (hereafter referred to as the "Association"), including the adoption and enforcement of rules and regulations; and

WHEREAS, Section 8.2.1 of the Bylaws establishes the duty of the Board to cause the common elements to be maintained, repaired and replaced, as necessary; and

WHEREAS, The Declaration of Unit Ownership of Gabriel Commons Association (hereafter referred to as "Declaration") in Article IX provides at Section 9.1 that "each owner shall, at the owner's expense, keep the interior of his unit, its equipment and appurtenances in good order, condition and repair"; Section 9.1 goes on to state the following: "In addition, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, fans, heaters, heating equipment, lighting fixtures, refrigerators, dishwashers, disposals, or ranges that may be in or connected with his unit.";

The Board considers heating equipment in the section above to include associated ductwork;

NOW, THEREFORE, BE IT RESOLVED THAT in order to define the maintenance responsibilities of the Association and the individual homeowners, the Board establishes a policy as follows:

Definitions:

Maintenance: Refers to repair, upkeep, preventive care, servicing and/or replacement of an item or element.

Common Elements: Article IV of the Declaration defined Common elements as follows: "... all walls, roofs, foundations and properties and shall in general consist of all portions of the structures and improvements which are not units."

The November 2004 General Rules of the Association, adopted by the Association in that year, further defines common elements to be "everything from the units' interior painted surface outward: walls, roofs, foundations, outside stairs, supports, beams, girders, attics, crawl spaces and grounds."

Article 5, Section 5.2.5 of the Declaration suggests that trees, shrubs and other improvements in the common area are themselves common elements. Section 5.2.7 of the Declaration adds that walks and driveways are part of the common elements.

Units and Common elements distinguished: The Board adopts the provisions of Oregon law, specifically the Oregon Condominium Act (ORS 100), section 100.510 as applied to the definition in the Declaration, Article IV, Section 4.1, and designates all walls, floors and ceilings as the boundaries of a unit. As so defined, section 100.510 (1) states that: "all lath, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof shall be a part of the unit except those portions of the walls, floors or ceilings that materially contribute to the structural or shear capacity of the

condominium. All other portions of the walls, floors, or ceilings shall be a part of the common elements.”

In addition, 100.510 (2) establishes that the following shall be a part of the unit:

(a) All spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the unit; and

(b) All outlets of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, refrigeration, air conditioning and waste disposal within the boundaries of the unit;

Because the distinction between Common (Association) and Unit (homeowner) elements given in the Rules of the Association (2004 edition) is not consistent in several respects with the Oregon Condominium Act (Section 100.510, 2005 edition, see <http://landru.leg.state.or.us/ors/100.html>), the Board is adopting the provisions of the Oregon Condominium Act (100.510) in order to bring Association policy in line with state law. Some of the implications of this change are given in the following paragraph A and in Schedule A attached;

A. Maintenance Responsibility List: The Board adopts the maintenance responsibility list shown on Schedule A to define by Association (A) or homeowner (O), which has responsibility for maintenance according to the building or grounds components listed in Schedule A. This list may be amended from time to time as deemed appropriate by the Board;

In addition, the Board adopts the following policy to clarify some maintenance responsibility issues not specifically mentioned in our governing documents:

B. Homeowner Responsibility for Damage to Common Area: Cost for repair of damage to common elements due to fire, flood or other causes originating from a homeowner’s unit or property will be paid for by the homeowner. Damage will be repaired by the Association and costs shall be reimbursed to the Association by the homeowner within 30 days of billing unless other arrangements have been made with the Board;

C. Homeowner Responsibility for Damage to Another Homeowner’s Property: Damage to a homeowner’s unit due to fire, flood, or other causes originating from the another homeowner’s unit or property will be paid for by the homeowner affected or by the source homeowner if negligence is involved. The homeowners involved must resolve maintenance and insurance issues between them. The Association has no mediation, insurance or repair responsibility for such events.

D. Responsibility when the Association Caused to be Installed Items in or on Common Areas or Elements. If the Association caused to be installed any such item, either as part of original construction , or by subsequent action of the Board, the Association shall be responsible for maintenance, and for any damage caused by such items to homeowner property. Examples of such association-installed items would be sump pumps, lighting, signage and drainage trenches.

E. [revised May 8, 2012] Responsibility when Homeowner Caused to be Installed Items in or on Common Areas or Elements that are the Property of the Homeowner. The present homeowner who caused the installation shall be responsible for the maintenance of such items, and for any damage to, or obstruction of, common elements they may cause, unless the Association has

agreed in writing to assume responsibility. This applies, for example, to such owner-installed items as heat pumps, rooms, hot tubs, decks, fences, exterior electrical and plumbing outlets, exterior appliances, exterior vents and antennas. This also applies to owner-installed penetrations of the roof (a common element) such as chimneys, skylights, solar tubes and roof vents with the exception that, when the next Association-funded reroofing occurs, the Association will assume responsibility thereafter for problems due to the roof penetration itself. (See Schedule A, #21 and #22).

Revised Version Approved by the Association on May 8, 2012

Signed 7/24, 2012, JK Beranek Chair, Board of Directors

Attested to by Sarah Kent, Treasurer and Member, Board of Directors

Attachments to this resolution: Schedule A (Maintenance Areas of Responsibility) and Schedule B (Specific Exceptions).

Schedule A*
Maintenance Areas of Responsibility
A=Association, O=Owner (home or unit owner)

1. Exterior Siding & Trim

A Repair, replace, paint, caulk

2. Gutters & Downspouts

A Repair, replace, paint, caulk, clean

3. Roofs, Roof Flashing & Roof Decking

A Repair, replace

4. Perimeter Wall Studs

A Repair, replace

5 Perimeter Wall Insulation

O Repair, replace

6. Perimeter Wall Interior Sheet Rock

O Repair, replace

7. Party Wall Studs

A Repair, replace

8. Party Wall Sheet Rock & Insulation

O Repair, replace

9. Building Ceiling & Floor Joists

A Repair, replace

10. Unit Interior Wall Sheetrock & Finish

O Repair, replace

11. Unit Interior Ceilings & Floors

A Ceiling & floor joists (See #9)

O Finish, sheetrock, insulation, subfloor

12. Unit Fixtures & Finishes

O Appliances, cabinets, plumbing fixtures

O Floor coverings, window treatments

13. Unit Doors, Garage Doors, & Locks - Exterior

A Paint, caulk, flash exterior door trim

O Repair/replace all doors, door casing and locks (subject to Board approval)

14. Windows & Screens

A Paint, caulk exterior window trim

O Repair, replace

15. Electrical

A Wiring from meters to unit breakers

A Electrical fixtures at front of garages and in breezeways between unattached garages; however, **O** is responsible for replacement of bulbs in those fixtures

O Unit electrical wiring, switches, breakers, fixtures, etc.

16. Plumbing

A Common supply and drain lines

A Unit water shut-off valves

Schedule B Exceptions List

BLDG	ITEM	DATE	A/O	DESCRIPTION
3835	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3837	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3839	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3841	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3843	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3845	Replaced concrete entry (south) patio with wood deck	6/1/1980	A	Association installed therefore accepts responsibility
3851	Sump pump	7/18/2003	A	Installed by Blackmore at owner's request. Reimbursed by the Assoc. 4/2004
3853	Sump pump	7/18/2003	A	Installed by Blackmore at owner's request. Reimbursed by the Assoc. 4/2004
3855	Sump pump	11/1/2009	A	Installed by Blackmore
3857	Sump pump	11/1/2009	A	Installed by Blackmore
3859	Sump pump	3/3/2003	A	Installed by Blackmore at owner's request. Reimbursed by the Assoc. 9/2008
3861	Sump pump	1/1/2010	A	Installed by Blackmore
3863	Sump pump	1/31/2011	A	Installed by Blackmore
3865	Sump pump	1/31/2011	A	Installed by Blackmore
3867	Sump pump	4/19/2005	A	Installed by Blackmore
3869	Sump pump	4/19/2005	A	Installed by Blackmore

Schedule B Exceptions List

3871	Sump pump	11/1/2009	A	Installed by Blackmore
3873	Sump pump	11/1/2009	A	Installed by Blackmore
3875	Deck between garage and kitchen		A	Original construction
3877	Deck between garage and kitchen		A	Association installed therefore accepts responsibility
3881	Deck between garage and kitchen		A	Association installed therefore accepts responsibility
3885	Drain in front of garage		A	Installed by Blackmore
3887	Fireplace		A	Original construction
3887	Sump Pump	12/29/2011	A	Installed by Blackmore
3889	Sump Pump	12/29/2011	A	Installed by Blackmore
3891	Fireplace		A	Original Construction
3893	Fireplace		A	Original construction
3895	Fireplace		A	Original construction
3895	Courtyard deck	8/1/2002	A	Association installed therefore accepts responsibility.
3897	Fireplace		A	Original Construction
3897	Courtyard deck & stairs (Replaced concrete steps with wood)	8/1/2002	A	Association installed therefore accepts responsibility.
3897	Drain in front of garage	5/7/2007	A	Installed by Blackmore @ owner's request and expense. Association accepted responsibility.