

**Resolution of the Board of Directors  
of  
King City Highlands Homeowner Association, Inc.**

**WHEREAS**, "Declaration" is the Amended and Restated Declaration of Covenants, Conditions and Restrictions of King City Highlands;

**WHEREAS**, Article VI, Section 11 of the Declaration and Article V of the Bylaws authorizes the Board of Directors to adopt rules and regulations governing the conduct of persons and the operation and use of the Property within King City Highlands Homeowners Association ("Association") as it may deem necessary;

**WHEREAS**, Article V of the Bylaws vests the Board of Directors of the Association with all powers, duties and authority available under Oregon law to administer the affairs and needs of the Association;

**WHEREAS**, the Board of Directors deems it necessary to formally interpret Article IV, Section 2, of the Declaration entitled "Street Trees" and clarify the scope of activities that said Section 2 was intended to effect;

**WHEREAS**, The Association of Unit Owners of Highland Park Condominium ("Condominium") wishes to retain responsibility for "Street Trees" located on Condominium Common Property as provided for in Article V of the Condominium's Bylaws;

**NOW, BE IT RESOLVED**, that Article IV, Section 2, of the Declaration shall be interpreted and administered as follows:

1. The Association shall retain all responsibilities for all trees on the Association common property and all "Street Trees." Street Trees shall be those trees on both private lots throughout the project and adjacent to the streets of the Condominium. Those Street Trees within the boundaries of the Condominium shall be "Condo Street Trees" and those Street Trees outside of the boundaries of the Condominium shall be "Lot Street Trees."
2. The Condominium shall retain all responsibilities for "Condo Street Trees" on Condominium common property and all other trees on the Condominium common property.
3. The Association shall reimburse the Condominium for a portion of the expenses incurred for the maintenance of "Street Trees" by the Association in an amount that is proportional to the "Street Tree" distribution between the Condo Street Trees and the Lot Street Trees.
  - 3.1. The reimbursed amount shall be the total amount spent by the Association on all "Street Trees," divided by the total number of "Street Trees," then multiplied by the total number of Condo "Streets Trees."


Reimbursement =  $\frac{[\text{Amount spent on all "Street Trees"}]}{[\text{No. of Street Trees}]}$  x [No. of Condo trees]  
Total number of all "Street Trees"

3.2 The agreed upon tree count shall be seventy eight (78) for the Condo Street Trees and two hundred forty (240) for the Lot Street Trees. The tree count may be adjusted annually by agreement of the two association boards.

3.3 Reimbursable expenses shall include any and all costs related to or incurred by the Association because of the "Street Trees," including, but not limited to, pruning, spraying, fertilizing, root cutting and removal, tree removal or replacement, and damage to persons or property caused by the trees or their roots.

3.4 Reimbursement payment shall be made annually in the month of December to the Condominium.


ATTEST:

  
\_\_\_\_\_  
President  
King City Highlands Homeowners Association

  
\_\_\_\_\_  
Secretary  
King City Highlands Homeowners

AGREED:

  
\_\_\_\_\_  
Chairman  
Association of Unit Owners of Highland Park  
Condominium

  
\_\_\_\_\_  
Secretary  
Association of Unit Owners of Highland Park  
Condominium

Date: 10/15/2000