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April 15, 2013

5371-001

Arbor Ridge P.U.D. Homeowners Association
c/o The Management Group; Attn: Lynda DuLong
1800 SW First Avenue, Suite 260
Portland, OR 97201

Re: *Association and Owners Maintenance Obligations*

Dear Board of Directors,

It is my understanding that some questions have arisen regarding the Association's versus the owners' responsibility to maintain, repair and replace trees, water main line, and sidewalk areas. In order to analyze these issues, it makes sense to explain some of the history of the development of the Association. The Association was created with the recording of the Declaration of Protective Covenants, Conditions and Restrictions, Establishment of a Homeowners Association, Declaration of Initial Fees Arbor Ridge Planned Unit Development ("Declaration"), which was recorded on 1/31/2000. This Declaration covered Arbor Ridge Phases 1 through 3. The Declaration also carved out certain landscaping responsibilities and additional assessments for Phase 2, which apply to Lots 127-249. On 10/5/2000, an Addendum to Arbor Ridge PUD was recorded and it created Phase 4 and it included wetland protection provisions. On 12/14/2000, a second Addendum to Arbor Ridge PUD was recorded and it created Phase 5, established an irrigation easement, created a maintenance agreement for Tract V, and reduced the assessments of Lot 182. On 6/21/2001, a third Addendum to Arbor Ridge PUD was recorded and it created Phase 6. On 8/9/2001, a fourth Addendum to Arbor Ridge PUD was recorded and it contained provisions related to turnover and Lots 530-535, 550-558, 564-565, and 567-571 and set up landscape obligations and an additional assessment. On 11/6/2001, a fifth Addendum to Arbor Ridge PUD was recorded and it addressed annual assessments for Lots 373-535, 550-558, 564-565, and 567-571 and removal of sideyard fence and gate restrictions on Cottage Lots. The fifth Addendum subjected Lots 373-530 to additional landscape obligations and an additional assessment. For the purposes of this letter, the term "Declaration" will include the original Declaration and all of the Addendums. The Bylaws of Arbor Ridge PUD Homeowners Association ("Bylaws") was adopted on 2/1/2000.

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It is important to understand how the different Phases of the Association fit together in order to understand the obligations of the Association and the owners with respect to each lot. As a general matter, when an owner purchases a lot, that owner is required to perform all maintenance, repair and replacement on the lot, including maintenance on the utility lines under the lot, unless such maintenance, repair or replacement is expressly reserved for the Association. Because the Association does not have any maintenance, repair or replacement responsibility over the sidewalks and main water line, it is the owner's responsibility to address those items on the lot. Further, Section A(18) under the Architectural and Construction Standards, Residential Covenants of the Declaration, makes it clear that owners are responsible for maintenance of the sidewalks.

With respect to the trees, Section B under Homeowners Association Provisions of the Declaration states that any landscaping installed by the Declarant will be maintained by the Arbor Ridge P.U.D. Homeowners Association. Further, on Lots 127-249 and Lots 373-535, 550-558, 564-565, and 567-571, the Declarant installed landscaping, street trees, and irrigation system(s) with water meter(s) dedicated solely to the irrigation of front and side yards facing any street landscaping. All of the landscaping improvements must be maintained by the Association, and owners within these Lots are subject to a separate assessment.

The Board of Directors clearly has the authority to identify and replace trees in the Association that are in need of replacement, where the Association is given the authority and obligation to maintain the trees. The Board has the exclusive authority to remove and replace the trees in a manner that the Board sees fit. The Board has implemented a plan to remove and replace trees that it feels is in the best interest of the Association.

If there are further questions or concerns regarding maintenance, repair and replacement responsibility, do not hesitate to contact me.

Very truly yours,

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