

The Association of Unit Owners of St. Johns Court Condominium

Resolution of the Board of Directors

Electric Vehicle Charging Stations

Background

1. The Association of Unit Owners of St. Johns Court Condominium oversees the affairs and operations of the St. Johns Court Condominiums.
2. The Association and the Owners are governed by the following documents, recorded in the records of Multnomah County, Oregon:
 - 2.1. Restated Declaration Submitting St. Johns Court Condominium to Condominium Ownership, recorded as document number 2006-080853; and
 - 2.2. Bylaws of the The Association of Unit Owners of St. Johns Court Condominium.
3. The Oregon Condominium Act, ORS Chapter 100, authorizes the installation of electric vehicle charging stations (“EVCS”) by individual unit Owners.
4. The Condominium was not designed or built to easily accommodate the installation of EVCS. As a result, Owners should expect to pay significant costs and expenses for the installation of EVCS.
5. Any Owner who is authorized to install an EVCS is responsible for all costs and expenses relating to the use and installation of the EVCS, and is liable for any and all property damage, personal injury, repairs, or expenses relating to the installation and use of an EVCS.

Resolution

1. Application

- 1.1. Prior to the installation of an EVCS, the Owner must submit an application to the Board of Directors. No work or installation of an EVCS may commence until the application is approved.
- 1.2. The application must include the following information:
 - 1.2.1. A statement that the EVCS will be used for personal and noncommercial use;
 - 1.2.2. Drawing or sketch showing the installation location of the EVCS (including an elevation profile) and location of the vehicle within the confines of the parking space;
 - 1.2.3. Name of the installation contractor, including the contractor's Oregon CCB identification and general liability insurance carrier and policy number;
 - 1.2.4. A description identifying how the EVCS will receive electrical power, including the location of any outlets or wiring which will be used;
 - 1.2.5. The names of any other Owner or resident which may be affected by the installation of the EVCS;
 - 1.2.6. The make, model, and technical specifications of the EVCS;
 - 1.2.7. Proposed dates and times of the EVCS installation;
 - 1.2.8. A signed indemnification and hold harmless agreement;
 - 1.2.9. Copies of any required permits; and
 - 1.2.10. Any other information or documentation requested by the Board of Directors.
- 1.3. Upon receiving a completed application, the Association will notify the Owner within 90 days whether the application is approved or

denied. If the application is denied, the Association will provide the reasons for denial.

2. Costs and Expenses

- 2.1. All costs and expenses relating to the installation of an EVCS shall be the obligation of the Owner. Costs and expenses include, but are not limited to:
 - 2.1.1. The Owner agrees to install an appropriate metering system approved and used by the utility company for billing of the Owner for electricity used in charging vehicles at that station.
 - 2.1.2. The Owner agrees to reimburse the Association for all reasonable attorneys, architects, consultants, or other fees for services rendered with respect to the work described or proposed herein.
 - 2.1.3. The cost of any required permits.
 - 2.1.4. In the event that an Owner makes a request to pre-wire or install an EVCS, and the existing electrical circuit is at capacity (either with existing EVCS and/or pre-wired junction boxes for future EVCS), the Owner shall be responsible for all costs and expenses to install an additional electrical circuit.
 - 2.1.5. Any required electrical upgrades affecting the common element wiring.
- 2.2. Multiple Owners may share the cost of any work or electric upgrades which service more than one EVCS. The Association shall have no responsibility in coordinating or overseeing the sharing of costs. No Owner may seek contribution or reimbursement against future Owners who benefit from electrical work or upgrades which service multiple EVCS.

3. Pre-Installation Requirements

- 3.1.1. At least 30 days prior to the installation of an EVCS, the Association will notify any Owner or resident who may be affected by the installation of the EVCS, including Owners with parking spaces near or adjacent to the installation location.

- 3.1.2. If the installation of the EVCS requires the temporary use of adjacent parking spaces, it is the responsibility of Owner to secure written consent from the respective Owners.
- 3.1.3. At least 20 days prior to the installation of an EVCS, the Owner must schedule and hold a pre-installation meeting with the Association's management company. The purpose of the meeting is to agree on a construction schedule and ensure that all pre-installation requirements are satisfied.

4. **Additional Conditions**

- 4.1. **Electrical and Cable Wiring.** All electrical and cable wiring must be encased in conduit that meets or exceeds Portland Fire Department regulations for parking garages and meets the design standards of the building. The installation of an EVCS charging station may require the replacement of the existing electrical panel with one that meets new City Codes. Power supply shall not be increased above the load currently being delivered, without the written consent of the Board. All electrical and cable work shall comply with all applicable laws, including but not limited to the Electrical Safety Law, ORS 479.510 et seq. Wiring and other components of the EVCS must be neatly kept and stored within the boundaries of the parking space when not in use.
- 4.2. **Parking of Vehicles.** The Association does not guarantee parking for contractor vehicles. All vehicles must be parked within the confines of the parking space. In the event that an installed EVCS prevents parking of a vehicle within the confines of the parking space, the EVCS must be removed.
- 4.3. **Professional Construction of Charging Station.** Any alterations will be implemented in a proper and workmanlike manner with high quality materials that shall be of a quality and style in keeping with the general character of the building. Should there be any doubt concerning the quality or style of the work or the materials, the Board shall be the sole arbiter in resolving the doubt.
- 4.4. **Work Hours.** All alterations shall be done in such manner and at such times as not to unduly disturb other residents of the building and/or operation of the building services. All work is to be done between the hours of 8:00 a.m. and 5:00 p.m., exiting the building no later than 5:30 p.m. Monday through Friday. No work shall be

performed on Saturdays, Sundays, or holidays (emergency repairs excluded).

- 4.5. **Rubbish, Storage and Common Area Cleaning.** All rubbish, rubble, discarded equipment or other materials, empty packing cartons, paint cans, and the like are to be promptly removed from the premises at the Owner's expense. The Association reserves the right to have improperly stored material removed/disposed of and charges assessed to the Owner.
- 4.6. **Parking, Loading and Unloading.** The Association does not provide parking for contractors or work vehicles. City Parking Permits may be obtained from the City for limited parking along public streets. The parking areas are active and no materials are to be left overnight in the parking areas.
- 4.7. **Flammable Materials.** No flammable materials (turpentine, paint thinner, lacquer/rags, gas, etc.) are to be left overnight on the premises. Work areas shall be properly ventilated by mechanical means, if necessary, to prevent migration of odors and fumes to other units or any common areas and to ensure the safety of workers and all occupants of the building. No machinery operated by flammable materials (gasoline, diesel, etc.) will be allowed on the premises.
- 4.8. **No Endorsement.** In granting the consent requested, it is understood that neither the Association, Association consultants, nor the Management Company makes any representation as to the design, feasibility or efficiency of the proposed alterations, and if the operation of the building or any of its equipment is in any way adversely affected by reason of these alterations, Owner agrees at his/her expense to promptly remove the cause thereof upon being advised thereof by the Management Company.
- 4.9. **Right of Entry/Denial of Entry.** The Management Company and the Board shall have the right to enter the work area at any time work is underway to see that the work is in compliance with this Policy. The Management Company may deny current and future access to any contractor or worker who does not comply with this Policy or other Association Rules.
- 4.10. **Successor Owners.** The terms and conditions of this Resolution shall apply to successor Unit owners. It is the obligation of the Owner to

notify any prospective Unit buyer of this Resolution and any other requirements relating to the installation and use of an EVCS.

- 4.11. **Completion Requirement.** Only after the Association has inspected and deemed all work finished to its satisfaction shall the work be considered completed.
- 4.12. **Additional Rules and Regulations.** The Board of Directors may adopt additional rules and regulations governing the use of EVCS.

5. **Liability**

- 5.1. **Indemnification and Hold Harmless.** Owner shall indemnify, hold harmless, protect and defend the Association, Board Members, the Management Company and other owners of units in the Condominiums against any and all claims arising from or in any way related to the approval of the work or the work itself, including but not limited to, any and all acts, omissions, or claims arising in connection with the approval, construction, maintenance, repair, or use of said EVCS charging station. If requested by the Association, Owner shall procure a bond or agreement from an insurance company, acceptable to the Association or its designee, insuring performance by Owner under the provisions of this paragraph.
- 5.2. **Loss or Damage to Common Areas and/or other Owners' Units or Property.** The Owner shall be liable (a) to the Association for any damages caused to the Common Areas, (b) to Owners of any adjacent damaged parking area or vehicle(s) and (c) to the affected Owner for any damages to a Unit caused by the construction, maintenance, repair, use and removal of the EVCS charging station.
- 5.3. **Mechanic's Liens.** In the event that one or more mechanic's liens are filed for work done, or material furnished in connection with said work, Owner shall, at Owner's sole expense, cause such mechanic's lien or liens to be immediately discharged. Should the Owner fail to take action and the Association incurs costs and/or fees relating to the removal of such liens, then the Owner shall be assessed for all such fees and costs.
- 5.4. **Losses Not Covered by Association Insurance.** In the event the Association's insurance policy is triggered due to construction, maintenance, repair, use and/or removal of the EVCS charging station, or any loss or damage caused thereby the deductible amount

and any amounts not covered by the Association's insurance policy shall be the responsibility of Owner and such obligation shall be collectible as an assessment and constitute a lien against Owner's Unit.

6. Recording

- 6.1. As a condition to final approval, Owner will be required to sign a recordable agreement that sets forth the obligations of current and subsequent Owners covering subject matter such as that set forth in this Policy relating to approval, installation, maintenance and removal of the EV charging station. Such an Agreement shall memorialize the conditions under which the work was approved, and the rights and responsibilities of the Association, Owner, and future Owners of the Unit. The Association shall provide the Owner with a copy of any such recorded Agreement. Unless otherwise provided in such an Agreement, the following shall apply to all EVCS charging stations, regardless of whether expressly included in a separate written agreement: (a) Owner will indemnify, hold harmless and defend the Association, all Board Members, Management Company, Association representatives and owners of units in the Condominiums from any claims arising from or related to the approval of the work and the work itself; (b) Owner will be responsible to maintain, repair and replace all aspects of the EVCS charging station and/or reimburse the Association for such costs; (c) Consent to occupy any common area is granted as a "license" which may be revoked by the Association for failure to maintain, repair and/or replace any facet of the EVCS charging station or failure to comply with the conditions of approval; (d) Owner agrees to maintain condominium Unit property damage and liability insurance and such other insurance as is required by the Association; (e) Owner shall be required to remove the EVCS charging station upon transfer of ownership of the Unit or provide to the Association a signed agreement by the buyer/transferee that he/she/they agree to abide by all conditions of this Policy and recorded agreement; and (f) All of Owner's successors will also be bound to the Owner's obligations.

7. Distribution and Acknowledgement of Resolution.

- 7.1. A copy of this Resolution shall be provided to all Owners upon approval by the Board of Directors. Each Owner must submit a signed copy of this Resolution with the initial EVCS installation application.

Approved on: 10-04-2018

[Handwritten Signature]

President

Maxine S. Fountain

Secretary

READ AND UNDERSTOOD:

Owner Name: _____

Unit No.: _____

Parking Unit: _____

Contact Info: _____

Date: _____