



29799 SW Town Center Loop E, Wilsonville, OR 97070
Phone: 503.682.4960 Fax: 503.682.7025
Web: www.ci.wilsonville.or.us

Planning Division Development Permit Application

Final action on development application or zone change is required within 120 days in accordance with provisions of ORS 227.175

A pre application conference is normally required prior to submittal of an application. Please visit the City's website for submittal requirements

Pre-Application Meeting Date: _____

Incomplete applications will not be scheduled for public hearing until all of the required materials are submitted.

Applicant:

Name: Scott Miller
Company: SAMM-MILLER, LLC
Mailing Address: 10211 SW Barber St.
City, State, Zip: Wilsonville, OR 97070
Phone: (503) 819-3610 Fax: _____
E-mail: smiller@marquiscompanies.com

Authorized Representative:

Name: Steve Miller
Company: Emerio Design, LLC
Mailing Address: 6445 SW Fallbrook Pl., Ste 100
City, State, Zip: Beaverton, OR 97008
Phone: (541) 318-7487 Fax: _____
E-mail: stevem@emeriodesign.com

Property Owner:

Name: David Kersten
Company: _____
Mailing Address: 28500 SW Canyon Creek Rd.
City, State, Zip: Wilsonville, OR 97070
Phone: _____ Fax: _____
E-mail: _____

Property Owner's Signature:

Printed Name: David Kersten Date: _____

Applicant's Signature: (if different from Property Owner)

DocuSigned by:
Scott Miller
FA4E7B3C95864FA
Printed Name: Scott Miller Date: _____

Site Location and Description:

Project Address if Available: 28600 SW Canyon Creek Rd. S Suite/Unit _____
Project Location: 28600 SW Canyon Creek Rd. S.
Tax Map #(s): 31W13BD Tax Lot #(s): 6200 County: Washington Clackamas

Request:

Zone change to PDA-3, Comp Map to 4-5, Site Design Review, Type C Tree Removal Plan and Type C Permit, Stage 1 plan, 6-lot Preliminary Plat, and Planned Development.

Project Type: **Class I** **Class II** **Class III**

Residential Commercial Industrial Other: _____

Application Type(s):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Comp Plan Map Amend | <input type="checkbox"/> Parks Plan Review |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Major Partition | <input type="checkbox"/> Minor Partition | <input type="checkbox"/> Request to Modify Conditions |
| <input checked="" type="checkbox"/> Plan Amendment | <input checked="" type="checkbox"/> Planned Development | <input checked="" type="checkbox"/> Preliminary Plat | <input checked="" type="checkbox"/> Site Design Review |
| <input type="checkbox"/> Request for Special Meeting | <input type="checkbox"/> Request for Time Extension | <input type="checkbox"/> Signs | <input checked="" type="checkbox"/> Stage II Final Plan |
| <input type="checkbox"/> SROZ/SRIR Review | <input type="checkbox"/> Staff Interpretation | <input checked="" type="checkbox"/> Stage I Master Plan | <input type="checkbox"/> Variance |
| <input checked="" type="checkbox"/> Type C Tree Removal Plan | <input checked="" type="checkbox"/> Tree Permit (B or C) | <input type="checkbox"/> Temporary Use | <input type="checkbox"/> Other (describe) |
| <input type="checkbox"/> Villebois SAP | <input type="checkbox"/> Villebois PDP | <input type="checkbox"/> Villebois FDP | |
| <input checked="" type="checkbox"/> Zone Map Amendment | <input type="checkbox"/> Waiver(s) | <input type="checkbox"/> Conditional Use | |



EMERIO *Design*

CIVIL ENGINEERS, SURVEYORS & PLANNERS

SUPPLEMENTARY PARTITION NARRATIVE

DATE: March 21, 2018

REQUEST: The applicant requests approval of a two (2) lot partition. The partition request is part of a larger request for a zone change and comprehensive map amendment to PDR-3, along with Stage I and II Site Development Review and Planned Development approval for a six (6) lot single-dwelling residential subdivision.

APPLICANT: SMM-Miller, LLC
10211 SW Barber St.
Wilsonville, OR 97070

Contact: Scott Miller
Ph. (503) 819-3610
Email: smiller@marquiscompanies.com

OWNER: David Kersten
28600 SW Canyon Rd. S.
Wilsonville, OR 97070

**ENGINEER/
PLANNER:** Emerio Design, LLC
6445 SW Fallbrook Pl., Suite 100
Beaverton, OR 97008

Contact: Steve Miller
(541) 318-7487
stevem@emeriodesign.com

LOCATION: The subject property is located at 28600 SW Canyon Creek Road S.

LEGAL DESCRIPTION: 31W13BD; Tax Lot 6200

Background Information: The applicant currently has an application pending with the City for the review and approval of a zone change and comprehensive map amendment to PDR-3, along with Stage I and II Site Development Review and Planned Development approval for a six (6) lot single-dwelling residential subdivision on the subject property. Since that application was filed with the City, the property owner requested that the applicant partition the property into two (2) lots in order to separate the existing dwelling from the rest of the project. As such, the applicant is now submitting a two (2) lot partition request as part of the original proposal.

The purpose of the proposed partition is to separate the existing dwelling from the larger remainder parcel, which will be subdivided separately as Aspen Meadows phase 2. The reason for partitioning the property prior to subdividing the land is to keep the existing dwelling separate from the Aspen Meadows subdivision and CC&R's.

In order to accomplish the goals of the applicant's request, the City will need to process the zone change and comprehensive map amendment first in order to zone the property PDR-3. Provided the City approves the zone change request, then the second step for the City would be to approve the 2-lot partition to separate the existing dwelling from the land to be subdivided. The final step in the review process for the City would then be to approve the Stage I and II Site Development Review and Planned Development for a six (6) lot single-dwelling residential subdivision. Lastly, as a condition of any final approval, the City will need to condition the overall approval so that the partition is required to be recorded prior to the recording of the subdivision request. By executing the reviews and approvals of the applicant's request as outlined above, it will ensure that each step is accomplished in a coordinated fashion.

The subject property is comprised of one (1) tax lot with an existing house and detached barn/shed. The barn/shed will be removed as part of the larger subdivision project, but the existing house will remain in its present location on what will be Parcel 1 of the proposed 2-lot partition.

Primary access for both proposed parcels will from SW Canyon Creek Road South. Parcel 1 currently has an existing access for the dwelling. Sewer, water and storm are available from existing lines in SW Canyon Creek Road South. The site also contains SROZ area on the eastern portion of the property. This area will not be disturbed or developed in any way as part of the proposed partition. The site does not contain any flood plain, wetlands or fish and wildlife habitat.

Section 4.113 Standards Applying to Residential Developments In Any Zone

(.01) Outdoor Recreational Area In Residential Developments

- 5. Outdoor recreational area shall be considered to be part of the open space required in the following subsection.**

Response: The proposed two (2) lot partition is not proposing any outdoor recreational area/open space.

With the subdivision of Parcel 2, the proposed six (6) lot subdivision will be Phase 2 of the previously approved Aspen Meadows Ph. 1 subdivision located immediately to the north. The outdoor recreational area that was provided as part of the Aspen Meadows Ph. 1 subdivision is being made available for use for Phase 2 as well. The previously approved Aspen Meadows Ph. 1 plan identifies Tract B as the open space area. Tract B is comprised of a combination of usable park area and non-usable SROZ. The usable area is 12,418.2 square feet. The usable area added to the portion of SROZ contained within Tract B totals 93,222.9 square feet. Included in the usable area is a bark path leading from the public street, through the park and through a portion of the SROZ. The portion of the bark path contained in the SROZ has been included in the calculation for usable area since the path itself is usable even if the rest of the SROZ area is not.

(.02) Open Space Area shall be provided in the following manner:

Response: As noted above the proposed two (2) lot partition is not proposing any outdoor recreational area/open space.

However, with the subdivision of Parcel 2, the entire developed square footage of the Aspen Meadows project is for residential use as a twenty (20) lot single-family dwelling residential subdivision (Ph. 1 = 14 units and Ph. 2 = 6 units). A usable park area outside of the SROZ has been provided in Phase 1 the amount of 12,418.2 square feet which exceeds the minimum ¼-acre usable park area requirement for 100 or less lots where SROZ is greater than 25% of the developable area.

The gross acreage of Phase 2 is 2.21 acres or 96,547 square feet. After deducting the 8,965 square feet of private and public street area, the remaining net square footage of the entire site is 87,582 square feet. The site has 53,534 square feet of non-usable SROZ which equates to 61% of the net acreage, which is greater than the minimum 25% requirement. The entire open space area of 93,222.9 square feet in Phase 1 includes most of the SROZ area (portions of the SROZ area are calculated into the square footages of Lots 3, 4, 5 and 6)

and the usable park area which includes a bark path leading from the public sidewalk adjacent to the public street, through the usable park and through a portion of the SROZ area, ending midway through the SROZ area.

As noted in the previously approved Aspen Meadows Ph. 1, the usable park area is not intended to be a standard, generic play park with flat, lawn areas and swing sets. Rather, the intent behind the proposed park is to create an extension of the natural and native feel of the SROZ area, but in a space that can be utilized on a daily basis by residents of the subdivision for family gatherings and barbecues. The applicant proposes to provide a barbecue and table and benches in the flatter area of the park to act as a gathering area for small family events and other small neighborhood get-togethers. To preserve the native vegetation/natural feel of the park, the provided pathway extending from the public sidewalk to the pathway in the SROZ area, will be a man-made bark pathway in keeping with the pathway being provided in the SROZ area. The usable park area pathway will not be graded so as to retain the natural vegetation and natural feel of this area, as well as to provide a very small-scale "hiking trail experience" for the residents of the subdivision and their guests. There are significant grade changes in the usable park area. These are purposely being retained, again, to provide more of a forest-type "hiking and adventure" setting for active physical activity rather than lounging on flat grass.

(.03) Building Setbacks (for Fence Setbacks, see subsection .08)

B. For lots not exceeding 10,000 square feet:

1. Minimum front yard setback: Fifteen (15) feet, with open porches allowed to extend to within ten (10) feet of the property line.

Response: As shown on the submitted partition plans, the existing dwelling on Parcel 1 satisfies all required setbacks.

As per the requirements of the Code for the future subdivision of Parcel 2, the front setbacks will meet the minimum Code requirements for the future dwellings. The fronts of the proposed houses will be a minimum of 15 feet from the front property line. Open front porches will be a minimum of ten feet from the front property line. The minimum required setbacks are reflected on the preliminary plan and will be reviewed for compliance during the building permit process.

2. Minimum side yard setback: One story: five (5) feet; Two or more stories: seven (7) feet. In the case of a corner lot, abutting more than one street or tract with a private drive, the side yard on the street side of such lot shall be not less than ten (10) feet.

Response: As shown on the submitted partition plans, the existing dwelling on Parcel 1 satisfies all required setbacks.

As per the requirements of the Code for the future subdivision of Parcel 2, one-story houses will meet the minimum of five feet from the side property lines, and houses two or more stories will meet the minimum required setback of seven feet.

Street side yard setbacks shall be a minimum of ten feet as per the requirement of the Code. The required side and street side setbacks are reflected on the Preliminary Plat. Continued compliance with the required setbacks will be verified through the building permit application process.

3. In the case of a key lot, ...

Response: This project does not propose any key lots.

4. No structure shall be erected within the required setback for any future street...

Response: This project does not propose any structures within any required setbacks for any future street areas. The existing dwelling on Parcel 1 meets all required setbacks.

5. Minimum setback to garage door or carport entry: Twenty (20) feet. Wall above the garage door may project to within fifteen (15) of property line, provided that clearance to garage door is maintained.

Response: The existing dwelling on Parcel 1 complies with the standards of the above criterion.

All future garage door and/or carport entries that are part of the future subdivision on Parcel 2 will be a minimum of 20 feet from the property line. Walls above the garage door will possibly project over the garage to within 15 feet of the property line, and clearance to the garage door will be maintained. The minimum setbacks are reflected on the preliminary subdivision plan and will be verified through the building permit review process.

6. Minimum rear yard setback: One story: fifteen (15) feet. Two or more stories: Twenty (20) feet. Accessory buildings on corner lots must observe the same rear setbacks as the required side yard of the abutting lot.

Response: As shown on the submitted plans, the existing dwelling on Parcel 1 complies with all required setbacks.

With the subdivision of Parcel 2, all single-story dwellings will be at least 15 feet from the rear property line. Dwellings more than two stories will be at least 20 feet from the rear property line. No accessory buildings are proposed as part of this application. The minimum setbacks are reflected on the preliminary plan and will be verified for compliance through the building permit review process.

(.04) Height Guidelines

In the R-5 District: A. The permitted residential density shall be no more than five (5) units per acre and no less than four (4) units per acres, except as permitted by Section 300-2 or by 302-6.2 below; and B. A lot shall be at least fourteen thousand (14,000) square feet in area in order to be divided.

Response: The subject site does not have any scenic vistas of Mt. Hood or the Willamette River. The proposal is for a two (2) lot partition with an existing single-family dwelling on Parcel 1 and a future residential subdivision on Parcel 2. Multifamily dwellings are not proposed and will not be part of the development. This is not a building permit application and specific building plans have yet to be determined, but it's anticipated that the houses will be either one-story or two-story dwellings, not exceeding 35 feet in height.

(.05) Residential uses for treatment or training

Response: The proposed partition does not propose any Residential Homes or Residential Facilities. This section is not applicable.

(.06) Off Street Parking

Response: The Code requires one off-street parking space per single-residential dwelling unit. The required space is currently provided for the existing dwelling on proposed Parcel 1 via an on-site driveway that is a minimum of 20 feet long by 12 feet wide. Parcel 2 will be subdivided as part of Aspen Meadows Ph. 2 and all future lots will be able to accommodate at least one (1) off-street parking space. It is anticipated that each future house will have at least a one-car garage, which will provide an additional parking space, for a total of two (2) off-street parking spaces.

(.07) Signs

Response: No signage is proposed as part of this application or development.

(.08) Fences

Response: No new fences are being proposed as part of the two (2) lot partition.

(.09) Corner Vision

Response: Any future fencing and landscaping on Parcel 1 will be installed to meet the vision clearance requirements as specified in Section 4.177. At this time no new fencing or landscaping is being proposed for Parcel 1.

(.10) Prohibited Uses

Response: This application is not for anything other than a two (2) lot partition. The proposal does not include any trailers, travel trailers or mobile coaches as residences. The development also does not propose any outdoor advertising displays, advertising signs or advertising structures.

(.11) Accessory Dwelling Units

Response: This application is not for accessory dwelling units. None are being proposed at this time.

(.12) Reduced Setback Agreements

Response: Reduced setback agreements are not being proposed as part of this application. All required setbacks will be met.

(.13) Bed and Breakfasts

Response: This application does not include any proposals for any bed and breakfasts.

Section 4.120. Zones. RA-H Residential Agricultural - Holding Zone.

(.01) Purpose. It is the purpose of this zone to serve as a holding zone to preserve the future urban level development potential as undeveloped property designated for more intensive development. This zone has been applied to all urbanizable properties within the city which are planned for development and which have not previously received development approval in accordance with the Comprehensive Plan.

(.02) Uses Permitted Outright:

- A. One single-family dwelling, with not more than one accessory dwelling unit per lot. Where the Comprehensive Plan calls for future non-residential zoning of the site, the building permit for any proposed residential development shall not be granted until a statement has been recorded**

applying to the title of the subject property, notifying any potential buyer that future development in the area is expected to be non-residential.

- B. Except for existing lots of record of less than two acres, recorded prior to the effective date of this Code, partitioning or subdivision of properties designated for development shall only be considered in conjunction with or following a zone change in conformance with the Comprehensive Plan. Said zoning shall confirm the adequate provision of public facilities and the protection of future urban development potentials.***
- C. If the proposed development is for a less intensive interim density consisting of large lots, a pre-plat and Site Plan review shall be required that provides for future development of the property in accordance with the uses and densities shown in the Comprehensive Plan. Said plat shall be filed on the City's Lien Docket as an obligation toward the property, together with an agreement of non-remonstrance towards the formation of any local improvement district which may serve the subject site.***

Response: The subject property is currently zoned RA-H. The purpose of this zone is to preserve the future urban level development potential of the property. The City's Code states the following: **"It is the purpose of this zone to serve as a holding zone to preserve the future urban level development potential as undeveloped property designated for more intensive development. This zone has been applied to all urbanizable properties within the City which are planned for development and which have not previously received development approval in accordance with the Comprehensive Plan."**

It is because of the stated purpose of the RA-H zone, as stated by the City, that this application is proceeding. Part of this application requests a zone change to PDR-3 to allow development of the site as a single-dwelling residential planned development and allow it to realize its full development potential, pursuant to Section 4.120 of the Code.

The subject property is part of the original Bridle Trail Ranchetts. A review of the tax map shows that all the original Ranchetts lots on the west side of Canyon Creek South have been developed with the PDR-3 zone, and the Ranchetts lots on the east side of Canyon Creek South that have been developed as Crosscreek have also been developed with the PDR-3 zone. This application is not breaking new ground, setting any precedents or seeking high density zoning. In fact, this application is seeking the same zoning that has been given to the surrounding subdivisions to the west and north, namely Renaissance and Crosscreek. This application is also a continuation of the previously-approved Aspen Meadows subdivision that was approved in 2016. Additionally, the

subdivision adjacent to the east of the subject parcel is, in fact, a higher density zone of PDR-4. However, the applicant did not want a higher density zone for this application feeling that it would not be in keeping with the character of the surroundings – even though there is precedent to the east.

- D. For properties designated in the City's Comprehensive Plan for nonresidential use, the intensity of use shall be restricted to activities which do not require construction of a permanent structure and which will not tend to restrict, obstruct, or adversely affect the future development of the property for its designated use. Except, however, that the development of a single-family dwelling shall be permitted as specified in subsection (.02), above.***

- E. Temporary structures or uses, subject to the procedures for temporary uses set forth in Section 4.163.***

- F. Agriculture, horticulture, greenhouses, nurseries (provided that any commercial sales of products shall require the approval of a conditional use permit), timber growing, grazing, and the small scale raising of livestock and animals.***

- G. Public parks, playgrounds, recreational and community buildings and grounds, public golf courses, tennis courts, and similar recreational uses, all of a non-commercial nature. Any principal building or public swimming pool shall be located not less than forty-five (45) feet from any other lot in a residential or RA-H district.***

Response: The above criteria do not apply to the proposed two (2) lot partition as none of those activities are being contemplated or proposed as part of the request.

Section 4.124.3

PDR-3

- (.01) Average lot size: 7,000 square feet***
- (.02) Minimum lot size: 5,000 square feet***
- (.03) Minimum density at build out: One unit per 8,000 square feet.***

Response: The proposed partition request has two (2) residential lots ranging in size from 11,948 square feet to 84,601 square feet. The average lot size for the partition is 48,275 square feet. As proposed, the project meets the minimum average lot size of 7,000 square feet. The square footage of the site, less the SROZ area, is 43,013 square feet. That square footage divided by 8,000 equals 5.38, thus the minimum density at build out requirement will be met as part of the subdivision proposal.

(.04)

Other standards:

- A. Minimum lot width at building line: Forty (40) feet**
- B. Minimum street frontage of lot: Forty (40) feet**
- C. Minimum lot depth: Sixty (60) feet**
- D. Setbacks: per Section 4.113(.03)**
- E. Maximum building or structure height: Thirty-five (35) feet**
- F. Maximum lot coverage: Fifty percent (50%) for lots containing less than 7000 square feet. Forty-five percent (45%) for lots between 7000 and 8000 square feet. Forty percent (40%) for lots exceeding 8000 square feet.**

Response: As can be seen on the submitted preliminary plat, the proposed parcels are at least a minimum of 40 feet wide at the building line, 40 feet at the street frontage and 60 feet deep. The setbacks for the existing dwelling on Parcel 1 are shown on the submitted preliminary plat as well. All required setbacks are met (15-foot front; 10-foot open front porch; 20-foot garage door; 10-foot street side; 15-foot rear for single story and 20-foot rear for two or more stories; 5-foot side for single story; 7-foot side for two or more stories). No new buildings are being proposed as part of the partition request.

Finally, both proposed parcels will exceed 8,000 square feet, so the maximum lot coverage for these parcels will be 40% as required by Code. Parcel 1, which will contain the existing dwelling, does not exceed 40% lot coverage.

LAND DIVISIONS

Section 4.210 Application Procedure

Response: As has been previously noted earlier in this narrative, the proposed two (2) lot partition is part of a larger request, and the applicant has attended a pre-application conference for this project. A licensed land surveyor, King Phelps, has signed and stamped the Existing Conditions Map. A professional engineer, Eric Evans, has certified the Preliminary Plat and other plan sheets.

The City provided the application form which has been completed and contains the signatures of the property owners. The application fee has been submitted with the application, along with the appropriate number of copies of the plans. Items 1 through 26 under Section 4.210(.01)B have been included as part of the overall submission package, are included on the plan sheets and/or have been addressed in the narrative.

Section 4.236 General Requirements - Streets

Response: No new streets are being proposed as part of the proposed partition request. The property currently has frontage along SW Canyon Creek Road South, which will provide access to both proposed parcels. SW Canyon Creek Road South is currently improved with a 25-foot wide paved surface and sidewalks have been added in some locations as a result of new developments. No improvements to SW Canyon Creek Road South are warranted or proposed as part of this partition request. All future improvements to SW Canyon Creek Road South will be addressed with the proposed subdivision.

Section 4.237 General Requirements – Other

Response: Blocks – This section of the code does not apply to the proposed two (2) lot partition as no new blocks will be created as part of the request.

Easements – No public utility easements are necessary to serve the proposed two (2) lot partition. The site does not contain any water courses.

Pedestrian and bicycle pathways – No new pedestrian and/or bicycle pathways are being proposed as part of the partition request. All future pedestrian and bicycle pathways are addressed as part of the subdivision request.

Tree Planting – No new trees are being proposed as part of the partition request.

Lot Size and Shape – The proposed lots meet the minimum lot width, depth and size standards, as well as the minimum street frontage.

Access – Both proposed parcels meet the minimum frontage requirement of 40 feet at the street. Parcel 1 will have 95-feet of frontage, and Parcel 2 will have 50-feet of frontage along SW Canyon Creek Road South.

Through Lots – The proposal does not have any through lots.

Lot side lines – All the side lot lines run at right angles to the street or private street tract.

Large lot land divisions – The proposed partition request is part of a larger request that will ultimately subdivide the property to its maximum potential. Thus, even though the partition request will result in a larger remainder parcel, the applicant has a subsequent request submitted to subdivide Parcel 2 into Phase 2 of the adjacent Aspen Meadows Subdivision. As such, the subject property will be divided to its maximum potential.

Building line – All the minimum building setbacks are being met in the proposed development.

Build-to line – The applicant is unaware of, or proposing, any build-to lines. The applicant is proposing adherence to the Code.

Land for public purposes – No land for public purposes is being proposed as part of the partition request. As such, the section does not apply to the partition request.

Corner lots – No corner lots are being proposed as part of the partition request.

UNDERGROUND UTILITIES

Section 4.300 General

Response: No new utilities are being proposed as part of the partition request. All future utilities serving the proposed subdivision, which is part of this development request, will be installed underground. A note will be placed on all engineering and construction drawings and the final plat indicating installation of underground utilities shall take place in accordance with the Code requirements.

TREE PRESERVATION AND PROTECTION

Section 4.600.50 Application For Tree Removal Permit

Response: Section 4.600.50(.02) states that where a site is proposed for development necessitating plat review, application for a Tree Removal Permit shall be made as part of the site development application. Pursuant to this requirement, this application submittal includes the non-refundable application fee and the completed application for a Tree Removal Permit as part of the overall development request. The current application is for a zone change and comprehensive map amendment to PDR-3, along with Stage I and II Site Development Review, two (2) lot partition, and Planned Development approval for a six (6) lot single-dwelling residential subdivision on the subject property.

House designs, elevations and floor plans are not part of the application and have not yet been chosen or determined. A preliminary plat has been submitted with this package. The project is not proposing any signage. Architectural drawings and a Color Board are not applicable as this application does not include any structures.

Section 4.610.10 Standards For Tree Removal, Relocation Or Replacement

(.01) *Except where an application is exempt, or where otherwise noted, the following standards shall govern the review of an application for a Type A, B, C or D Tree Removal Permit:*

A. Standard for the Significant Resource Overlay Zone.

Response: There aren't any existing trees being removed from the Significant Resource Overlay Zone area as part of the partition request.

B. Preservation and Conservation.

Response: No tree removal is contemplated as part of the partition request. All trees in the SROZ area are being retained as part of the partition.

C. Developmental Alternatives.

Response: No tree removal is contemplated as part of the partition request. All trees in the SROZ area are being retained as part of the partition.

D. Land Clearing.

Response: No land clearing is being contemplated as part of the partition request, therefore, this criterion does not apply to the two (2) lot partition.

E. Residential Development.

Response: No new residential development is being proposed as part of the partition request.

F. Compliance With Statutes and Ordinances.

Response: The applicant acknowledges that all activity pertaining to trees will comply with the applicable statutes and ordinances.

G. Relocation or Replacement.

Response: Tree replacement and protection of the remaining trees has been addressed in detail in comments for Section 4.620.00.

H. Limitation.

Response: As part of the overall development proposal, a tree survey has been performed by a certified arborist and is part of Sheet 3, the Tree Preservation and Removal Plan. As mentioned previously, no tree removal is proposed or contemplated as part of the partition request.

I. Additional Standards for Type C Permits.

1. Tree survey.

Response: As part of the overall development proposal, a tree survey has been provided on Sheet 3 of the submitted site plan drawings.

2. Platted Subdivisions.

Response: This request is for a two (2) lot partition, therefore, this criterion does not apply to the partition request.

3. Utilities.

Response: No new utilities are being proposed as part of the partition request. All future utilities to the site will be installed as part of the proposed subdivision request.

Section 4.610.40

Type C Permit

(.01) *Approval to remove any trees on property as part of a site development application may be granted in a Type C permit. A Type C permit application shall be reviewed by the standards of this subchapter and all applicable review criteria of Chapter 4. Application of the standards of this section shall not result in a reduction of square footage or loss of density, by may require an applicant to modify plans to allow for buildings of greater height. If an applicant proposes to remove trees and submits a landscaping plan as part of a site development application, an application for a Tree Removal Permit shall be included. The Tree Removal Permit application will be reviewed in the Stage II development review process, and any plan changes made that affect trees after Stage II review of a development application shall be subject to review by DRB. Where mitigation is required for tree removal, such mitigation may be considered as part of the landscaping requirements as set forth in this Chapter. Tree removal shall not commence until approval of the required Stage II application and the expiration of the appeal period following that decision. If a decision approving a Type C permit is appealed, no trees shall be removed until the appeal has been settled.*

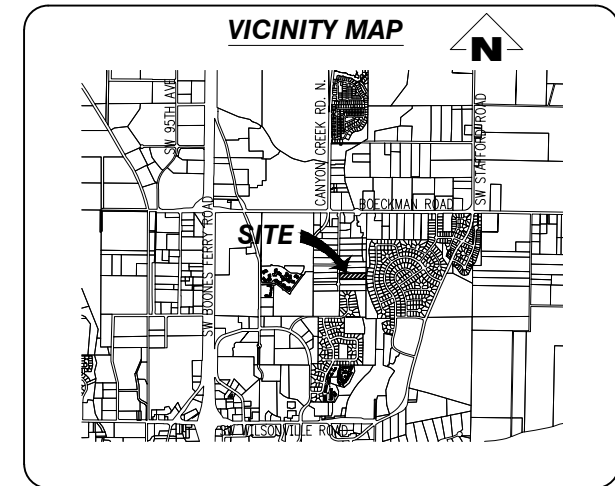
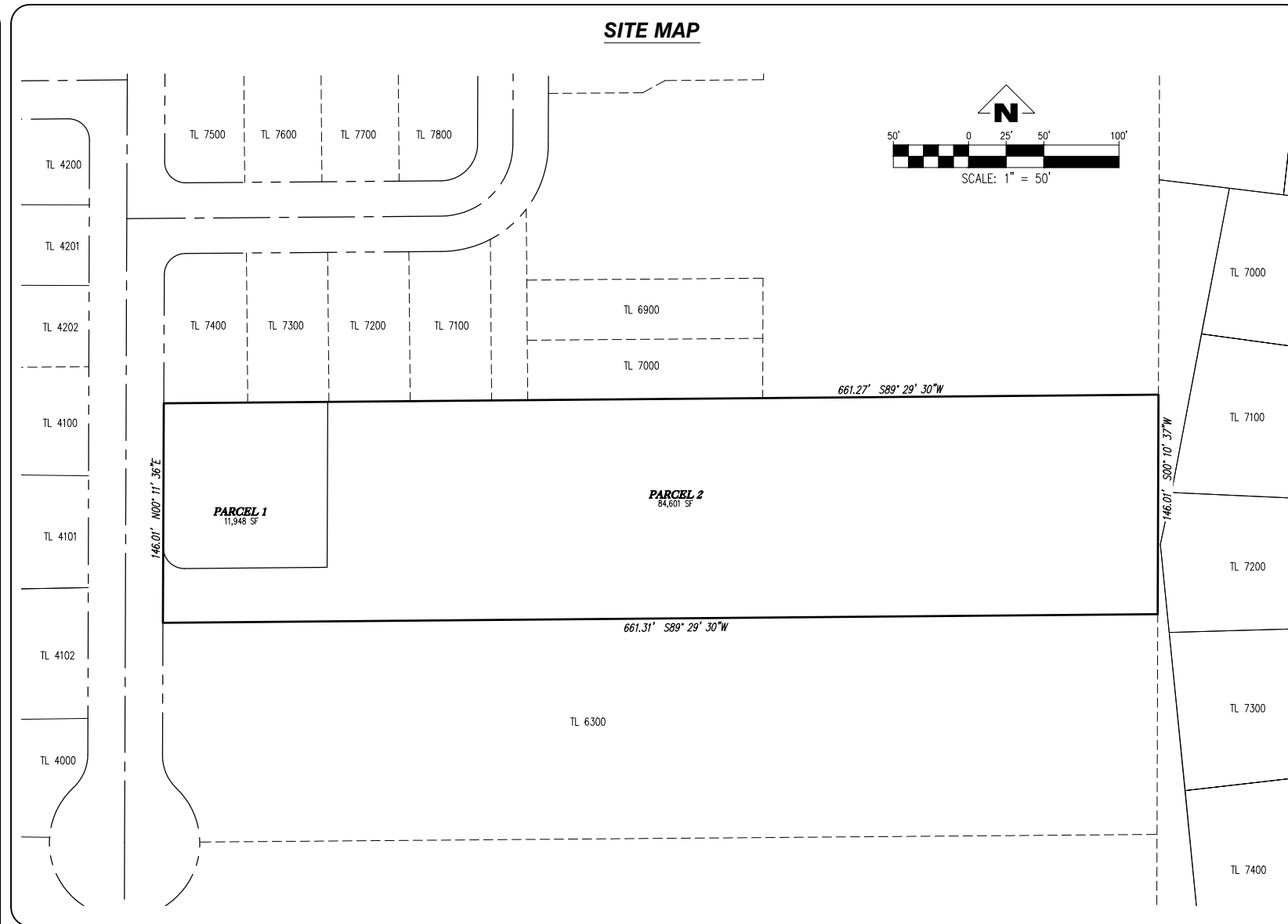
Response: A Type C Tree Removal Permit has been included as part of the overall development proposal, but is not part of the partition request. No trees will be removed as part of the partition.

CANYON CREEK SOUTH 2-LOT SUBDIVISION

2 LOT SUBDIVISION
 NW 1/4 SECTION 13, T. 3S, R. 1W, W.M.
 CITY OF WILSONVILLE, OREGON

LEGEND

	LANDSCAPE HEDGE
	FLOW LINE
	FENCE
	EXISTING MAJOR CONTOUR LINE
	EXISTING MINOR CONTOUR LINE
	PROPOSED MAJOR CONTOUR LINE
	PROPOSED MINOR CONTOUR LINE
	SIGNIFICANT RESOURCE OVERLAY ZONE (SROZ)
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	WATER LINE
	OVERHEAD UTILITIES LINE
	UNDERGROUND UTILITIES LINE
	COMMUNICATIONS LINE
	ELECTRIC LINE
	FIRE HYDRANT
	AIR RELEASE
	WATER BLOWOFF
	WATER METER/SERVICE
	WATER VAULT
	IRRIGATION SPRINKLER HEAD
	CULVERT / OUTFALL
	STORM DRAIN MANHOLE
	CATCH BASIN / AREA DRAIN
	SANITARY SEWER MANHOLE
	UTILITY MANHOLE
	UTILITY CLEAN OUT
	UTILITY VALVE
	UTILITY POLE
	UTILITY GUY POLE
	UTILITY GUY WIRE
	UTILITY/LIGHT POLE
	LIGHT POLE
	LIGHT POLE WITH ARM
	LIGHT SIGNAL JUNCTION BOX
	JUNCTION BOX
	ELECTRIC METER/SERVICE
	ELECTRIC PEDESTAL
	ELECTRIC VAULT
	TELEPHONE MANHOLE
	COMMUNICATIONS PEDESTAL
	COMMUNICATIONS VAULT
	GAS METER/SERVICE
	GAS PEDESTAL
	DECIDUOUS TREE
	EVERGREEN TREE
	SIGN POST
	MAILBOX
	SIDEWALK TO BE INSTALLED AT TIME OF STREET CONSTRUCTION



ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

BENCHMARK INFORMATION

THE DATUM FOR THIS SURVEY IS BASED NAVD (GEOID 2012A) BASED ON (RTK) CORRECTIONS FROM THE OREGON STATE REFERENCE NETWORK.

DATUM = NAVD 88

SITE DATA

AREA:	2.21 Ac.
PROPOSED ZONING:	PDR-3
TAX MAP:	31W13BD
TAX LOT:	6200
NO. OF LOTS:	2

NOTICE TO EXCAVATORS:

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER.
 (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503)-232-1987.)

POTENTIAL UNDERGROUND FACILITY OWNERS

Dig Safely.

Call the Oregon One-Call Center
 DIAL 811 or 1-800-332-2344

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS	503-226-4211 Ext.4313
M-F 7am-6pm	503-226-4211
AFTER HOURS	503-464-7777
PGE	1-800-491-0118
CENTURY LINK	1-800-921-8101
FRONTIER	503-681-3600
CLEAN WATER SERVICES	503-718-2591
CITY OF TIGARD PUBLIC WORKS	

PROJECT CONTACTS

APPLICANT:

SAMM-MILLER LLC
 10211 SW BARBER ST.
 WILSONVILLE, OR 97070
 (503) 819-3610

OWNERS:

DAVID & JEANETTE KERSTEN
 28600 SW CANYON CREEK RD S
 WILSONVILLE, OR 97070

LAND USE, CIVIL ENGINEER AND SURVEYOR:

EMERIO DESIGN, LLC
 6445 SW FALLBROOK PL, SUITE 100
 BEAVERTON, OR 97008
 LAND USE CONTACT: STEVE MILLER
 ENGINEER CONTACT: ERIC EVANS
 SURVEYOR CONTACT: KING PHELPS
 (503) 746-8812 (P)
 (503) 639-9592 (F)

CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

COVER SHEET

REVISIONS

NO.	DATE	DESCRIPTION
0	X/XXXX	1ST SUBMITTAL

EMERIO
Design

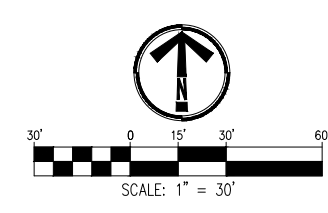
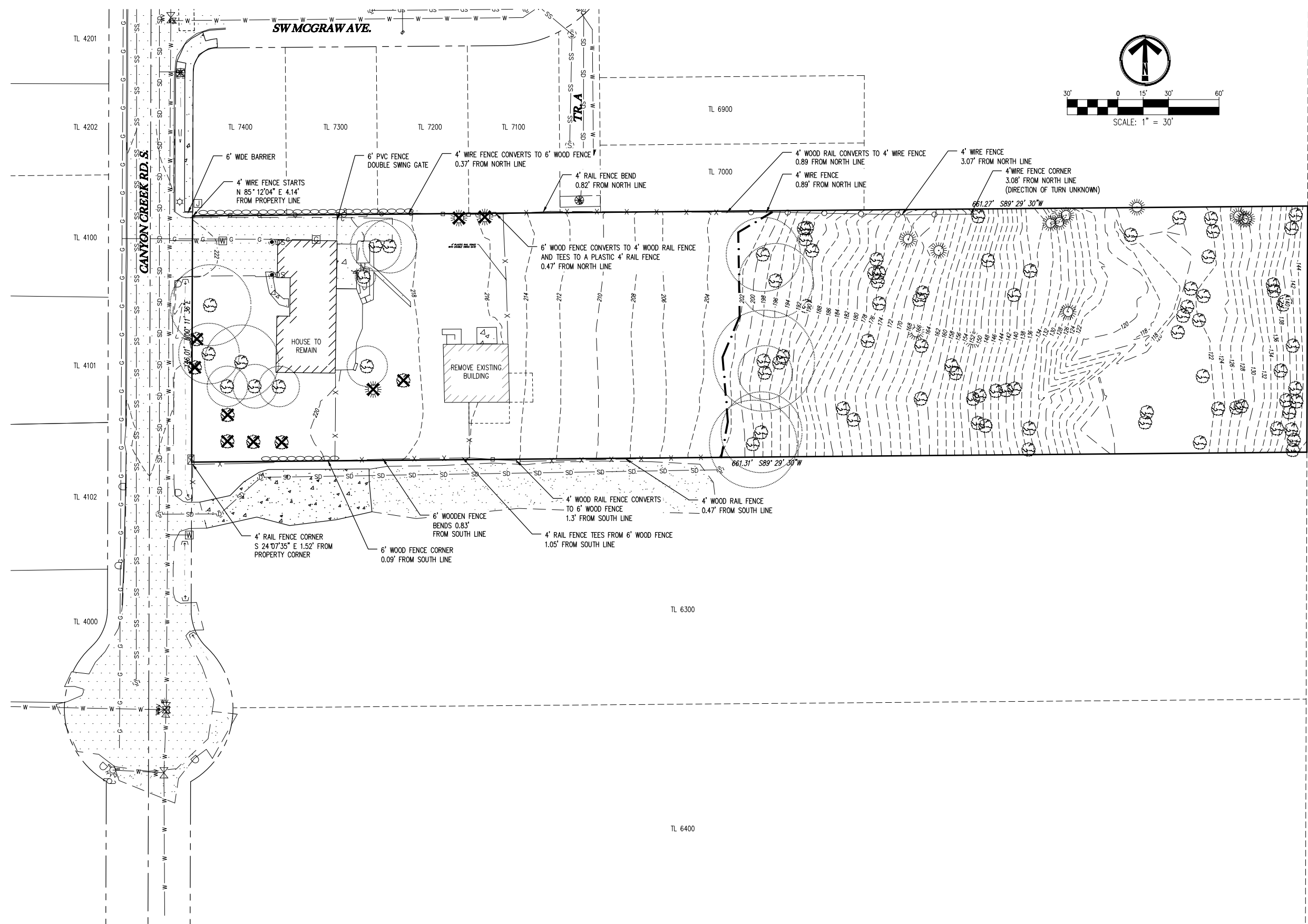
6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

SHEET

1

OF

4



CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

**EXISTING CONDITIONS
 MAP**

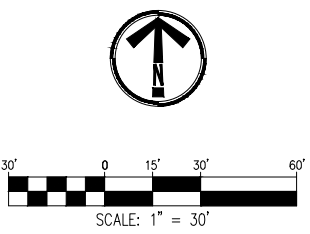
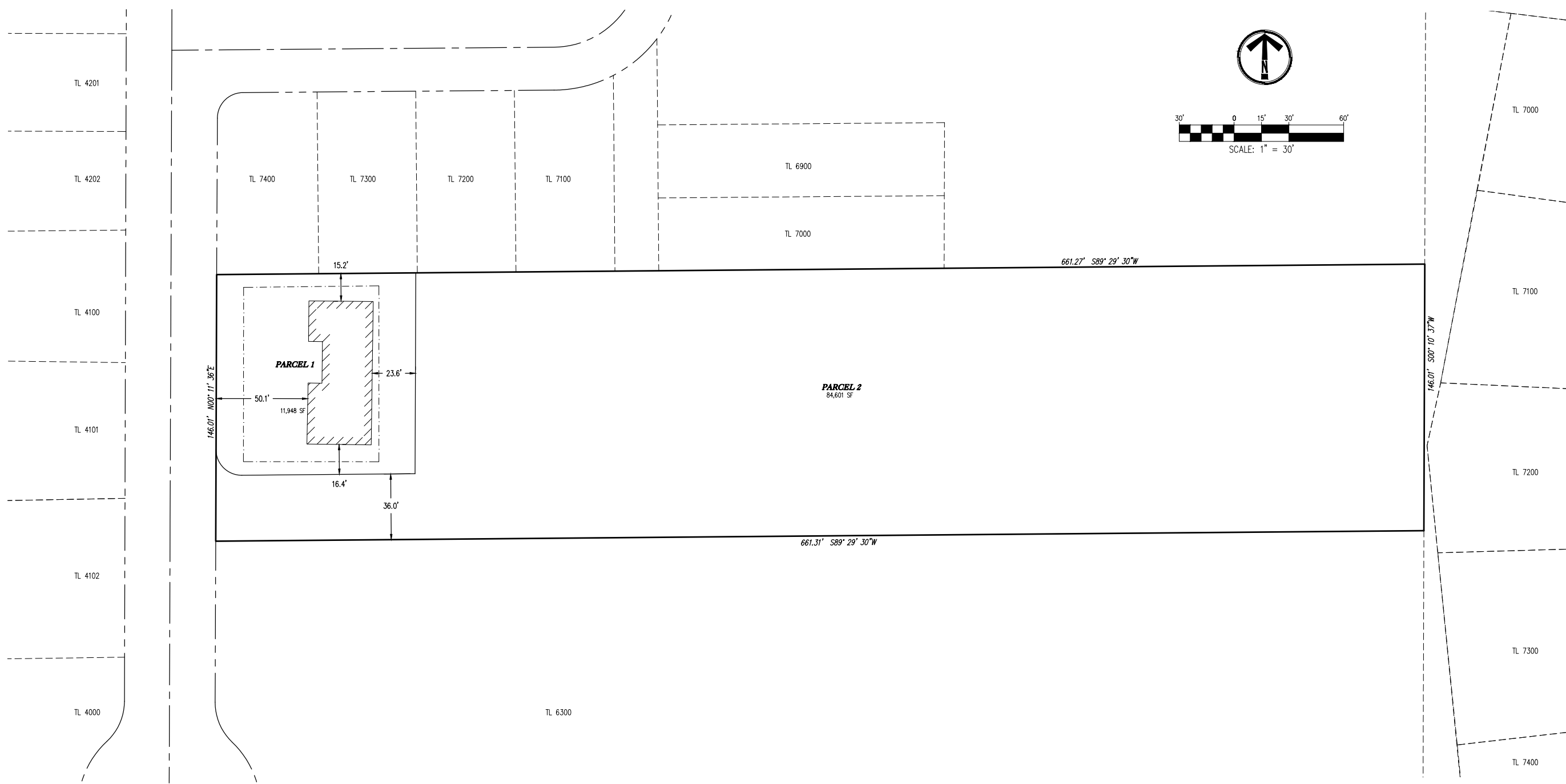
REVISIONS	
NO.	DESCRIPTION
0	1ST SUBMITTAL

EMERIO
Design

6445 SW FALLBROOK PLACE, SUITE 100
 BEASLEY, OREGON 97105
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

SHEET
2
 OF
4

FILE: P:\463-002 Canyon Creek S PH 2\Map\plan\463-002_PLA_topo Layout: PLA EXISTING CONDITIONS MAP, Plot Date: 3/19/2018 11:14 AM, by: Russell Walker



LEGEND

	SETBACK LINES
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	LOT LINE

PARCEL DATA

AREA:	2.22 Ac.
PROPOSED ZONING:	PDR-3
TAX MAP:	31W13BD
TAX LOTS:	6200
NO. OF LOTS:	2

MINIMUM SETBACKS

FRONT:	15'
OPEN FRONT PORCH:	10'
SIDE: 7' FOR TWO OR MORE STORIES	
STREET SIDE:	10'
GARAGE DOOR:	20'
REAR:	20' TWO OR MORE STORIES
MAX HEIGHT:	35'
MAX LOT COVERAGE:	
• 50% FOR LOTS CONTAINING LESS THAN 7,000 SQ. FT.	
• 45% FOR LOTS BETWEEN 7,000-8,000 SQ. FT.	
• 40% FOR LOTS EXCEEDING 8,000 SQ. FT.	
MIN LOT WIDTH:	40'

SITE DATA

ZONE:	PDR-3
TOTAL SITE AREA:	2.21 ACRES (96,549 SQ. FT.)
PARCEL 1	0.27 ACRES (11,948 SQ. FT.)
PARCEL 2	1.94 ACRES (84,601 SQ. FT.)
AVG. LOT SIZE	1.11 ACRES (48,275 SQ. FT.)

CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

PARTITION PLAT

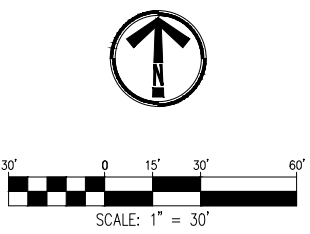
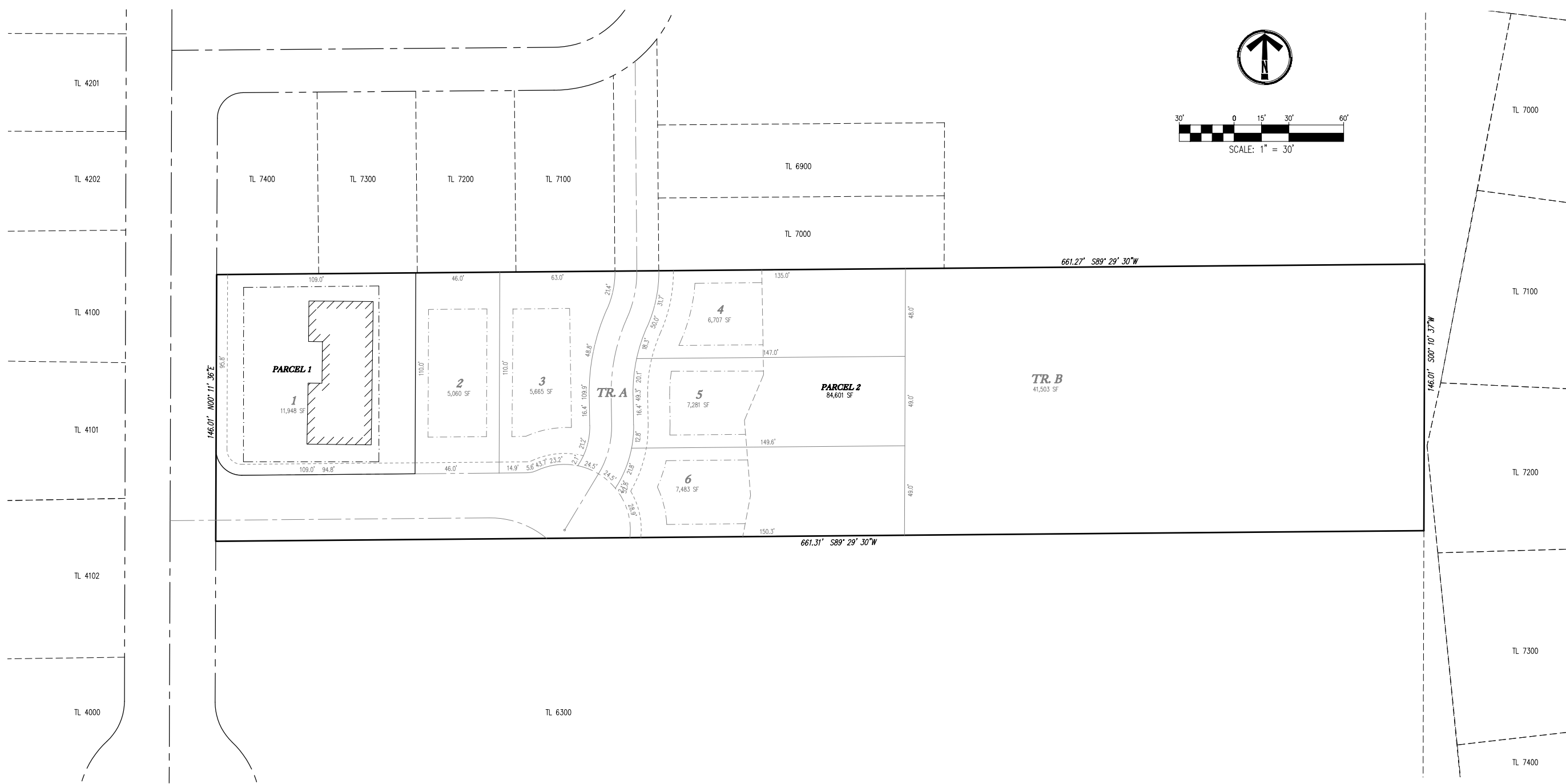
REVISIONS

NO.	DATE	DESCRIPTION
0	x/xxxx	1ST SUBMITTAL

EMERIO Design

6445 SW FALLBROOK PLACE, SUITE 100
WILSONVILLE, OREGON 97150
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com

FILE:P:\463-002 Canyon Creek S PH 2\463-002_PLA_Layout: PARTITION PLAT, Plot Date: 3/20/2018 8:58 AM, by: Russell Walker



LEGEND

	SETBACK LINES
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	LOT LINE

PARCEL DATA

AREA:	2.22 Ac.
PROPOSED ZONING:	PDR-3
TAX MAP:	31W13BD
TAX LOTS:	6200
NO. OF LOTS:	2

MINIMUM SETBACKS

FRONT:	15'
OPEN FRONT PORCH:	10'
SIDE: 7' FOR TWO OR MORE STORIES	
STREET SIDE:	10'
GARAGE DOOR:	20'
REAR:	20' TWO OR MORE STORIES
MAX HEIGHT:	35'
MAX LOT COVERAGE:	
• 50% FOR LOTS CONTAINING LESS THAN 7,000 SQ. FT.	
• 45% FOR LOTS BETWEEN 7,000-8,000 SQ. FT.	
• 40% FOR LOTS EXCEEDING 8,000 SQ. FT.	
MIN LOT WIDTH:	40'

SITE DATA

ZONE:	PDR-3
TOTAL SITE AREA:	2.21 ACRES (96,549 SQ. FT.)
PARCEL 1	0.27 ACRES (11,948 SQ. FT.)
PARCEL 2	1.94 ACRES (84,601 SQ. FT.)

CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

SHADOW PARTITION PLAT

REVISIONS

NO.	DATE	DESCRIPTION
0	X/XXXX	1ST SUBMITTAL

EMERIO Design

6445 SW FALLBROOK PLACE, SUITE 100
BEASLEY, OREGON 97105
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com

FILE: P:\463-002 Canyon Creek S PH 2\463-002_Plat_Layout\463-002_Plat_04.dwg, Plot Date: 3/20/2018 8:59 AM, by: Russell Walker

EMERIO *Design*

CIVIL ENGINEERS, SURVEYORS & PLANNERS

DATE: February 26, 2018

REQUEST: The applicant requests approval for a zone change and comprehensive map amendment to PDR-3, along with Stage I and II Site Development Review and Planned Development approval for a five (5) lot single-dwelling residential subdivision.

APPLICANT: SAMM-Miller, LLC
10211 SW Barber St.
Wilsonville, OR 97070

Contact: Scott Miller
Ph. (503) 819-3610
Email: smiller@marquiscompanies.com

OWNER: David Kerstern
28600 SW Canyon Rd. S.
Wilsonville, OR 97070

**ENGINEER/
PLANNER:** Emerio Design, LLC
6445 SW Fallbrook Pl., Suite 100
Beaverton, OR 97008

Contact: Steve Miller
(541) 318-7487
stevem@emeriodesign.com

LOCATION: The subject property is located at 28600 SW Canyon Creek Road S.

LEGAL DESCRIPTION: 31W13BD; Tax Lot 6200

Background Information: The applicant requests approval for a zone change and comprehensive map amendment to PDR-3, along with Stage I and II Site Development Review and Planned Development approval for a five (5) lot single-dwelling residential subdivision. The subject property is made up of one (1) tax lot with an existing house and detached barn/shed. The barn/shed will be removed as part of this project, but the existing house will remain in its present location on what will be a partitioned lot separate from the proposed subdivision.

The primary access will take place from a new public street off SW Canyon Creek Road South. This street will be located along the southern property boundary and extend approximately 220-feet into the site. At that point the street will terminate at southern-most edge of the site and dead-end as a stub street, as required by the City of Wilsonville code for connectivity with future southern development. In addition to the proposed public street, the applicant also proposes to extend the existing private street stubbed along the northern property boundary of the site. The private street is part of the Aspen Meadows Phase 1 subdivision, which is owned by the applicant. All the lots will have driveway access off of the new public street, with the exception of Lots 3 and 4, which will take access off of the private street tract. As noted above the existing single-family dwelling will be part of a partitioned lot and it will continue to take direct access from the existing driveway on SW Canyon Creek Road South.

Sewer, water and storm are available from existing lines in SW Canyon Creek Road South. These lines will be extended through the new public street, with individual services provided to each lot. Storm water will be detained in LIDA planters and discharged to the creek to the east.

The site contains SROZ area on the eastern portion of the property. This area will not be disturbed or developed in any way. The site does not contain any flood plain, wetlands or fish and wildlife habitat. Care has been taken to retain all the trees in the SROZ area.

WILSONVILLE CODE (Code)
CHAPTER 4 - PLANNING AND LAND DEVELOPMENT

Section 4.008 Application Procedures – In General

Response: This application represents a request for a Stage I and Stage II Site Development Permit, Quasi-judicial zone change, Quasi-judicial change to the map of the Comprehensive Plan and a five (5) lot subdivision developed as a Planned Development. The subject property is 2.22 acres in size, which is more than 2 acres in

size, and as such the requested zone is PDR- 3. The required usable and non-usable open space is shown on Sheet 5 of the submitted plans. A traffic study was completed by DKS Associates on January 30, 2018.

Section 4.009 *Who May Initiate Applications*

Response: The subject site consists of one (1) tax lot, addressed as 28600 SW Canyon Creek Road S. and owned by David L. and Jeanette J. Kersten. The current property owner has signed the application.

Section 4.010 *How To Apply*

Response: A pre-application conference was held on November 9, 2017. The applicable application has been completed, signed by the current property owners and submitted with the required documents and exhibits.

Section 4.011 *How Applications are Processed*

Response: The required filing fee is \$21,550 and it has been submitted with the application. Staff will review the application for completeness as outlined in the Code.

Section 4.012 *Public Hearing Notices*

Response: Pursuant to Section 4.0102, City Staff will publish and mail the required notices and perform any required property postings.

Section 4.013 *Hearing Procedures*

Response: The applicant acknowledges that public hearings are necessary for this application and that the hearing body shall approve, conditionally approve or deny the application. The applicant further acknowledges that a final decision shall be made within 120 days of the application being deemed completed.

Section 4.014 *Burden of Proof*

Response: The applicant acknowledges that the burden of proving that the necessary findings of fact can be made for approval of this application rests with the applicant. The applicant feels that the materials that have been submitted as attachments to the application, along with all items addressed in this narrative, provide enough information that the City can make the appropriate findings to approve this application.

Section 4.015 *Findings and Conclusions*

Response: The applicant acknowledges that the Findings and Conclusions may or may not contain conditions of approval and that any graphic or written information submitted or presented shall automatically be included as requirements of any approval.

Section 4.113 Standards Applying to Residential Developments In Any Zone

(.01) Outdoor Recreational Area In Residential Developments

- 5. Outdoor recreational area shall be considered to be part of the open space required in the following subsection.**

Response: The proposed five (5) lot subdivision will be Phase 2 of the previously approved Aspen Meadows Ph. 1 subdivision located immediately to the north. The outdoor recreational area that was provided as part of the Aspen Meadows Ph. 1 subdivision is being made available for use for Phase 2 as well. The previously approved Aspen Meadows Ph. 1 plan identifies Tract B as the open space area. Tract B is comprised of a combination of usable park area and non-usable SROZ. The usable area is 12,418.2 square feet. The usable area added to the portion of SROZ contained within Tract B totals 93,222.9 square feet. Included in the usable area is a bark path leading from the public street, through the park and through a portion of the SROZ. The portion of the bark path contained in the SROZ has been included in the calculation for usable area since the path itself is usable even if the rest of the SROZ area is not.

(.02) Open Space Area shall be provided in the following manner:

Response: The entire developed square footage of the Aspen Meadows project is for residential use as a twenty (19) lot single-family dwelling residential subdivision (Ph. 1 = 14 units and Ph. 2 = 5 units). A usable park area outside of the SROZ has been provided in Phase 1 the amount of 12,418.2 square feet which exceeds the minimum ¼-acre usable park area requirement for 100 or less lots where SROZ is greater than 25% of the developable area.

The gross acreage of Phase 2 is 2.21 acres or 96,547 square feet. After deducting the 8,965 square feet of private and public street area, the remaining net square footage of the entire site is 87,582 square feet. The site has 53,534 square feet of non-usable SROZ which equates to 61% of the net acreage, which is greater than the minimum 25% requirement. The entire open space area of 93,222.9 square feet in Phase 1 includes most of the SROZ area (portions of the SROZ area are calculated into the square footages of Lots 3, 4, 5 and 6) and the usable park area which includes a bark path

leading from the public sidewalk adjacent to the public street, through the usable park and through a portion of the SROZ area, ending midway through the SROZ area.

As noted in the previously approved Aspen Meadows Ph. 1, the usable park area is not intended to be a standard, generic play park with flat, lawn areas and swing sets. Rather, the intent behind the proposed park is to create an extension of the natural and native feel of the SROZ area, but in a space that can be utilized on a daily basis by residents of the subdivision for family gatherings and barbecues. The applicant proposes to provide a barbecue and table and benches in the flatter area of the park to act as a gathering area for small family events and other small neighborhood get-togethers. To preserve the native vegetation/natural feel of the park, the provided pathway extending from the public sidewalk to the pathway in the SROZ area, will be a man-made bark pathway in keeping with the pathway being provided in the SROZ area. The usable park area pathway will not be graded so as to retain the natural vegetation and natural feel of this area, as well as to provide a very small-scale "hiking trail experience" for the residents of the subdivision and their guests. There are significant grade changes in the usable park area. These are purposely being retained, again, to provide more of a forest-type "hiking and adventure" setting for active physical activity rather than lounging on flat grass.

(.03) Building Setbacks (for Fence Setbacks, see subsection .08)

B. For lots not exceeding 10,000 square feet:

1. Minimum front yard setback: Fifteen (15) feet, with open porches allowed to extend to within ten (10) feet of the property line.

Response: The front setbacks will meet the minimum Code requirements. The fronts of the proposed houses will be a minimum of 15 feet from the front property line. Open front porches will be a minimum of ten feet from the front property line. The minimum required setbacks are reflected on the preliminary plan and will be reviewed for compliance during the building permit process.

2. Minimum side yard setback: One story: five (5) feet; Two or more stories: seven (7) feet. In the case of a corner lot, abutting more than one street or tract with a private drive, the side yard on the street side of such lot shall be not less than ten (10) feet.

Response: As per the requirements of the Code, one-story houses will meet the minimum of five feet from the side property lines, and houses two or more stories will meet the minimum required setback of seven feet.

Street side yard setbacks shall be a minimum of ten feet as per the requirement of the Code. The required side and street side setbacks are reflected on the Preliminary Plat. Continued compliance with the required setbacks will be verified through the building permit application process.

3. In the case of a key lot, ...

Response: This project does not propose any key lots.

4. No structure shall be erected within the required setback for any future street...

Response: This project does not propose any structures within any required setbacks for any future street areas.

5. Minimum setback to garage door or carport entry: Twenty (20) feet. Wall above the garage door may project to within fifteen (15) of property line, provided that clearance to garage door is maintained.

Response: All garage door and/or carport entries will be a minimum of 20 feet from the property line. Walls above the garage door will possibly project over the garage to within 15 feet of the property line, and clearance to the garage door will be maintained. The minimum setbacks are reflected on the preliminary plan and will be verified through the building permit review process.

6. Minimum rear yard setback: One story: fifteen (15) feet. Two or more stories: Twenty (20) feet. Accessory buildings on corner lots must observe the same rear setbacks as the required side yard of the abutting lot.

Response: Single-story dwellings will be at least 15 feet from the rear property line. Dwellings more than two stories will be at least 20 feet from the rear property line. No accessory buildings are proposed as part of this application. The minimum setbacks are reflected on the preliminary plan and will be verified for compliance through the building permit review process.

(.04) Height Guidelines

In the R-5 District: A. The permitted residential density shall be no more than five (5) units per acre and no less than four (4) units per acres, except as permitted by Section 300-2 or by 302-6.2 below; and B. A lot shall be at least fourteen thousand (14,000) square feet in area in order to be divided.

Response: The subject site does not have any scenic vistas of Mt. Hood or the Willamette River. The proposal is for a single-family residential subdivision. Multifamily dwellings are not proposed and will not be part of the development. This is not a building permit application and specific building plans have yet to be determined, but it's anticipated that the houses will be either one-story or two-story dwellings, not exceeding 35 feet in height.

(.05) Residential uses for treatment or training

Response: This project does not propose any Residential Homes or Residential Facilities. This section is not applicable.

(.06) Off Street Parking

Response: The Code requires one off-street parking space per single-residential dwelling unit. The required space will be provided via an on-site driveway on each lot which will be a minimum of 20 feet long by 12 feet wide. It is anticipated that each house will have at least a one-car garage, which will provide an additional parking space, for a total of two (2) off-street parking spaces.

(.07) Signs

Response: No signage is proposed as part of this application or development.

(.08) Fences

Response: Except for a four-foot tall open fence that will be constructed on Lots 4, 5 and 6 along the SROZ boundary line that is contained within these lots, no other fencing is being proposed at this time as part of this application. After construction of individual houses, lot owners may choose to erect fencing along lot lines in accordance with the rules contained in this subsection.

(.09) Corner Vision

Response: Proposed fencing and landscaping will meet vision clearance requirements as specified in Section 4.177.

(.10) Prohibited Uses

Response: This application is not for anything other than single-dwelling residential lots in a subdivision. Detached single-family dwellings are proposed, and they are allowed in the requested zone. The proposal does not include any trailers, travel trailers or mobile

coaches as residences. The development does not propose any outdoor advertising displays, advertising signs or advertising structures.

(.11) Accessory Dwelling Units

Response: This application is not for accessory dwelling units. None are being proposed at this time.

(.12) Reduced Setback Agreements

Response: Reduced setback agreements are not being proposed as part of this application. All required setbacks will be met.

(.13) Bed and Breakfasts

Response: This application does not include any proposals for any bed and breakfasts.

Section 4.118 Standards applying to all Planned Development Zones

(.01) Height Guidelines: In "S" overlay zones, the solar access provisions...

Response: The subject property is not located in an "S" overlay zone, therefore, these standards are not applicable to this application.

(.02) Underground Utilities shall be governed by Sections 4.300 to...

Response: Sections 4.300 to 4.320 are addressed later in this narrative.

(.03) Notwithstanding the provisions of Section 4.140 to the contrary, the Development Review Board, in order to implement the purposes and objectives of Section 4.140, and based on findings of fact supported by the record may:

A. Waive the following typical development standards:

Response: No waivers are being requested as part of this application, therefore, these standards are not applicable to this application.

New street over 200 feet in length that dead-ends without a turn-around. The proposed public street is slightly over 200 feet in length in order to connect with the existing private street tract in Aspen Meadows Phase 1, as well as to provide connectivity with the parcel to the south for its future development. Future connectivity extensions/stub streets are required by the City. Providing a turn-around at the very end of the street would, therefore, be on the adjoining property over which the applicant has no control.

A private street for access to Lots 3 and 4 has been strategically placed, however, at the end of the new public street. While the project hasn't provided a turn-around at the end of the dead-end/stub street, the project has still provided a turn-around via the proposed private street tract. The turn-around happens to be located at the end of the public street, but the turnaround has been provided regardless, and breaks up the length of the new public street.

The applicant feels this meets the intent of the requirement, namely providing turnaround access for emergency service vehicles and waste disposal trucks. Jason Arn at Tualatin Valley Fire and Rescue has indicated in the past for Aspen Meadows Phase 1 that this private street is an acceptable turn-around alternative for emergency services purposes. Waste disposal trucks will not go past the curvature of the new public street. Rather, residents of Lots 4 and 5 will roll their trash and recycling bins to the point of curvature. The waste disposal trucks will then empty the bins at the point of curvature and turn-around using the private street tract.

B. The following shall not be waived by the Board, unless there is substantial evidence in the whole record to support a finding that the intent and purpose of the standards will be met in alternative ways:

- 1. Open space requirements in residential areas;**
- 2. Minimum density standards of residential zones;**
- 3. Minimum landscape, buffering and screening standards;**

Response: The open space requirement is being met and exceeded with approximately 12,418.2 square feet of usable park area located in Aspen Meadows Phase 1, which exceeds the minimum ¼-acre requirement. The minimum density standards of the PDR-3 zone are being met and have been addressed in detail later in this document under Section 4.124. The minimum landscape standards are all being met as shown on the Landscaping Plan.

C. The following shall not be waived by the Board, unless there is substantial evidence in the whole record to support a finding that the intent and purpose of the standards will be met in alternative ways, and the action taken will not violate any applicable, federal, state or regional standards:...

Response: None of these items are being requested as waivers.

(.04) The Planning Director and Development Review Board shall, in making their determination of compliance in attaching conditions, consider the effects of this action on availability and cost. The provisions of this section shall not be used in

such a manner that additional conditions, either singularly or cumulatively, have the effect of unnecessarily increasing the cost of development. However, consideration of these factors shall not prevent the Board from imposing conditions of approval necessary to meet the minimum requirements of the Comprehensive Plan and Code.

Response: The applicant acknowledges the Planning Director and Development Review Board will not attach conditions that will unnecessarily increase the cost of the development, and further acknowledges that conditions that are attached are done so to meet the minimum requirements of the Comprehensive Plan and Code.

(.05) The Planning director, Development Review Board, or on appeal, the City Council, may as a condition of approval for any development for which an application is submitted, require that portions of the tract or tracts under consideration be set aside, improved, conveyed or dedicated for the following uses:

- A. Recreational Facilities: The Director, Board, or Council, as the case may be, may require that suitable area for parks or playgrounds be set aside, improved or permanently reserved for the owners, residents, employees or patrons of the development consistent with adopted Park standards and Parks and Recreation Master Plan.**
- B. Open Space Area**
- C. Easements**

Response: The proposed development does not include any recreational facilities. The main street providing access will be a public street, dedicated to the City and under the City's jurisdiction. The proposed five (5) lot subdivision will be Phase 2 of the Aspen Meadows subdivision. As such, the required usable Open Space Area for Phase 2 will be Tract B of the previously platted Aspen Meadows Phase 1. As discussed during the pre-application meeting, the applicant will amend the CC&R's to include Aspen Meadows Phase 2 as part of the HOA. A 6-foot public utility easement is shown on the Preliminary Plat.

(.06) Nothing in this Code shall prevent the owner of a site that is less than two (2) acres in size from...

Response: The subject property is more than two (2) acres in size. This subsection is not applicable to the application.

(.07) Density Transfers. In order to protect significant open space or resource areas, the Development Review Board may authorize the transfer of development densities from one portion of a proposed development to another. Such transfers may go to

adjoining properties, provided that those properties are considered to be a part of the total development under consideration as a unit.

Response: Because the site does contain SROZ area, a significant portion of the site is non-developable and non-buildable. This application utilizes the density transfer available pursuant to this subsection. The calculations are noted in detail later in this document under Section 4.124(.05).

(.08) Wetland Mitigation and other mitigation for lost or damaged resources.

Response: The subject property does not contain any wetlands. This section of the Code is therefore not applicable to this application.

(.09) Habitat-Friendly Development Practices. To the extent practicable, development and construction activities of any lot shall consider the use of habitat-friendly development practices, which include:

- A. Minimizing grading, removal of native vegetation, disturbance and removal of native soils, and impervious area;**
- B. Minimizing adverse hydrological impacts on water resources, ...**
- C. Minimizing impacts on wildlife corridors and fish passage, ...**
- D. Using the practices described...**

Response: The subject property does not contain any wildlife corridors or fish passages. The site does contain SROZ area which has been deemed as non-developable and non-buildable on the submitted plan set. No vegetation will be removed from the SROZ area. Grading on the non-SROZ portion of the site will be limited to only that necessary to install the required site improvements and construct houses. There will not be any grading in the SROZ area. Water, sewer and storm water are available and will be designed and constructed in accordance with the Code to minimize adverse impacts on the site, surrounding properties and environment.

Section 4.120 Zones. RA-H Residential Agricultural – Holding Zone

Response: The subject property is currently zoned RA-H. The purpose of this zone is to preserve the future urban level development potential of the property. The City's Code states the following: **"It is the purpose of this zone to serve as a holding zone to preserve the future urban level development potential as undeveloped property designated for more intensive development. This zone has been applied to all urbanizable properties within the City which are planned for development and which have not previously received development approval in accordance with the Comprehensive Plan."**

It is because of the stated purpose of the RA-H zone, as stated by the City, that this application is proceeding. Part of this application requests a zone change to PDR-3 to allow development of the site as a single-dwelling residential planned development and allow it to realize its full development potential, pursuant to Section 4.120 of the Code. The subject property is part of the original Bridle Trail Ranchetts. A review of the tax map shows that all the original Ranchetts lots on the west side of Canyon Creek South have been developed with the PDR-3 zone, and the Ranchetts lots on the east side of Canyon Creek South that have been developed as Crosscreek have also been developed with the PDR-3 zone. This application is not breaking new ground, setting any precedents or seeking high density zoning. In fact, this application is seeking the same zoning that has been given to the surrounding subdivisions to the west and north, namely Renaissance and Crosscreek. This application is also a continuation of the previously-approved Aspen Meadows subdivision that was approved in 2016. Additionally, the subdivision adjacent to the east of the subject parcel is, in fact, a higher density zone of PDR-4. However, the applicant did not want a higher density zone for this application feeling that it would not be in keeping with the character of the surroundings – even though there is precedent to the east.

Section 4.124 Standards Applying To All Planned Development Residential Zones

(.01) Examples of principal uses that are typically permitted:

Response: This proposal is for a five (5) lot subdivision that will contain detached single-family dwelling units and open space. Both these uses are listed as examples of principal uses that are typically permitted in a planned development. The project meets this standard.

(.02) Permitted accessory uses to single family dwellings:

Response: This application is only for single-family dwellings. Accessory uses or structures are not part of this application.

(.03) Permitted accessory uses for multiple-family dwelling units:

Response: This standard is not applicable to this application as the project will not contain any multiple-family dwelling units.

(.04) Uses permitted subject to Conditional Use Permit requirements:

Response: This application does not include any conditional use permit requests.

(.05) Appropriate PDR zone based on Comprehensive Plan Density:

Response: This application includes a request for a zone change to PDR-3 and a comprehensive plan density of 4-5 units per acre as per Table 1 in this subsection of the Code. The minimum and maximum densities for this project are as follows:

Total Gross Acreage: 2.21 acres
Total SROZ: 1.22 acres
Total Usable Acreage: 0.98 acres (gross – SROZ)

SROZ acres $1.22 \times 4 \text{ du/ac} = 4.88 \times .50$ (50% SROZ transfer credit) = 2.44 or **2**
SROZ acres $1.22 \times 5 \text{ du/ac} = 6.1 \times .50$ (50% SROZ transfer credit) = 3.05 or **3**

Usable acres $0.98 \times 4 \text{ du/ac} = 3.92$ or **3 minimum lots**
Usable acres $0.98 \times 5 \text{ du/ac} = 4.9$ or **4 maximum lots**

2 transfer credit lots + 3 = 5 minimum lots
3 transfer credit lots + 4 = 7 maximum lots

The project proposes five (5) lots which equal to the minimum, but less than the maximum by two lot, thus meeting the standard.

(.06) Block and access standards:

Response: Three (3) blocks will be created with the proposed Aspen Meadows Phase 2 subdivision. The block length between SW McGraw Ave. to the north and proposed Street “A” along Canyon Creek Rd. South will be 250 feet in length. The block length within the proposed subdivision will be approximately 210 feet long and stretch from Canyon Creek Rd. South east into the subdivision and intersect with the proposed private street in Tract “A”. Looping the block back to Aspen Meadows Phase 1 along the proposed private street will create a third block length of 250 feet and connect with SW McGraw Ave. This block will also provide access from Phase 2 to the park within Phase 1 via a pedestrian pathway. All other block lengths within the surrounding area have either already been created as part of other developments, or don’t exist at this time. Additionally, the entire eastern portion of Block 2 is non-usable SROZ that will not be developed.

(.07) Signs

Response: This project is not proposing any signs.

(.08) Parking

Response: The requirements of Section 4.155 will be addressed in detail later in this narrative.

(.09) Corner Vision Clearance

Response: The landscaping and fencing that is proposed as part of this application will meet all requirements of Section 4.177.

Section 4.124.3 PDR-3

- (.01) Average lot size: 7,000 square feet**
- (.02) Minimum lot size: 5,000 square feet**
- (.03) Minimum density at build out: One unit per 8,000 square feet.**

Response: The proposed project consists of one (1) parcel and five (5) residential lots ranging in size from 5,060 square feet to 11,948 square feet. The average lot size is 7,190 square feet. As proposed, the project meets the minimum average lot size of 7,000 square feet. The square footage of the site, less the SROZ area, is 43,013 square feet. That square footage divided by 8,000 equals 5.38, thus the minimum density at build out requirement has been met.

(.04) Other standards:

- A. Minimum lot width at building line: Forty (40) feet**
- B. Minimum street frontage of lot: Forty (40) feet**
- C. Minimum lot depth: Sixty (60) feet**
- D. Setbacks: per Section 4.113(.03)**
- E. Maximum building or structure height: Thirty-five (35) feet**
- F. Maximum lot coverage: Fifty percent (50%) for lots containing less than 7000 square feet. Forty-five percent (45%) for lots between 7000 and 8000 square feet. Forty percent (40%) for lots exceeding 8000 square feet.**

Response: As can be seen on the submitted preliminary plat, all the proposed lots are at least a minimum of 40 feet wide at the building line, 40 feet at the street frontage and 60 feet deep. The setbacks are shown on the submitted preliminary plat as well. All required setbacks are met (15-foot front; 10-foot open front porch; 20-foot garage door; 10-foot street side; 15-foot rear for single story and 20-foot rear for two or more stories; 5-foot side for single story; 7-foot side for two or more stories). Maximum building height will be 35 feet. Three (3) of the proposed lots are less than 7,000 square feet (i.e. Lots 1, 2, and 3), so the maximum lot coverage for these lots will be 50% as required by the Code. Two (2) of the proposed lots will be between 7,000 – 8,000 square feet (i.e. Lots 4 and 5), so the maximum lot coverage for these lots will be 45% as required by the Code.

Section 4.139 Significant Resource Overlay Zone (SROZ) Ordinance



Response: The subject site has an identified SROZ area. The SROZ area is on the eastern portion of the subject property and is clearly demarcated on the submitted site plans with cross-hatching. The SROZ area consists of 41,503 square feet. The required 25-foot buffer area has also been shown on the submitted plans in a hatched area. There are three (3) lots that have SROZ and SROZ-buffer area on their eastern rear portion. This entire area on each of the three (3) lots has been designated as a non-usable, non-buildable residential conservation easement. The developer will construct a four-foot tall open fence on these lots along the SROZ boundary line. The SROZ area will not have any development. None of the existing trees in the SROZ area are being removed. Since no development can or will take place in the SROZ area, the density transfer allowed pursuant to Section 4.139.11 is included as part of this project. The calculations are given earlier in this narrative under Section 4.124(.05).

Section 4.140 *Planned Development Regulations*

- (.01) *Purpose***
- (.02) *Lot Qualification***
- (.03) *Ownership***
- (.04) *Professional Design***
- (.05) *Planned Development Permit Process***
- (.06) *Staff Report***
- (.07) *Preliminary Approval (Stage One)***

Response: The subject property is more than two acres in size and is being zoned to PDR-3 which meets the lot qualification requirements for a Planned Development. The property owners are listed on the application and have signed the application as the property owners. Appropriate professionals consisting of a registered landscape architect (Gretchen Vadnais), a professional planner (Steve Miller), a registered engineer (Eric Evans) and a licensed land surveyor (King Phelps) are representing this project.

The applicant acknowledges that, prior to issuance of any building permit, the approvals must be obtained for the PDR-3 zone, the planned development permit and Development Review Board/City Council approval. The applicant has had a pre-application conference, as noted earlier in this narrative. This application represents the preliminary review of the planned development. It also represents the zone change and zone boundary amendment to PDR-3 which must be approved by City Council. City staff will review this submittal for completeness and the applicant will re-submit any revised or missing materials.



The submitted application, obtained from the City Planning Department, has been signed by the property owners. The professional design team has been noted above, with the registered engineer being the designated coordinator for the project. The development will not include any mixed uses; rather, it will be solely single-family dwellings.

The submitted Existing Conditions Map (Sheet 2) shows the boundary and topography of the property and has been stamped and signed by King Phelps, a licensed land surveyor. Sheet 5 of the submitted plan set shows the site data as follows:

Total Site Area:	96,547 square feet
Public/Private Street:	8,965 square feet
SROZ Area:	41,503 square feet

The intention is to proceed to commence construction of the project within two (2) years after approval of the development plan. Phasing is not proposed at this time.

The applicant acknowledges that a public hearing will be scheduled for this approval and that the Board may approve or disapprove the application or require changes or impose conditions of approval necessary to ensure conformity to the criteria and regulations of the Code.

Section 4.154 On-site Pedestrian Access and Circulation

Response: The subject site is only 2.21 acres in size and results in a one-phase 5-lot subdivision that is fully connected via the one public street and proposed private street tract that will provide a connection to Aspen Meadows to the north. A public sidewalk will be provided along north side of the proposed ½ street and along the subject property's SW Canyon Creek Road South frontage. A sidewalk will also be provided on the east side of the private street tract and connect with the existing stubbed sidewalk in Aspen Meadows Phase 1. This sidewalk will be located on the front of the adjacent lots in sidewalk easement. All the proposed sidewalks will provide safe pedestrian interconnectivity for all the lots and residents throughout the development. All lots immediately front public sidewalks.

In addition, a five-foot wide bark pathway is proposed in the park area leading from the public sidewalk, through the park, to the SROZ area and ending in the SROZ area. This pathway effectively provides a safe and usable connection for residents and guests of the subdivision to walk from their houses, to the public sidewalk, then along the public sidewalk to the park and SROZ area. By being directly connected with the

proposed sidewalks, which are directly connected to street frontage in front of houses, direct pedestrian access will be available throughout the development.

With the addition of the sidewalk on the north side of the public street, the east side of the private street tract, along the subject property's SW Canyon Creek Road South frontage, and connectivity with the park pathway system in Aspen Meadows Phase 1, on-site pedestrian access and circulation will safely and effectively take place.

Section 4.155 General Regulations – Parking, Loading and Bicycle Parking

Response: This project is for a detached single-family dwelling residential subdivision. On-street parking is not required and will not be provided because the applicant is only able to make a half street improvement. Once the property to the south re-develops and constructs the other half of the street, then there will be space available to allow on-street vehicle parking. Parking structures or parking lots are not required for this type of development. All required off-street parking for the future detached single-family will be provided on each lot via the driveways, which will be a minimum of 20 feet long by 12 feet wide. This will provide a minimum of one off-street parking space per dwelling units which meets the Code requirement of one space per dwelling unit. Additionally, proposed houses will have at least a single-car garage which provides yet another parking space. For single-dwelling residential use, there are no parking maximums and no bicycle parking requirements.

Section 4.167 General Regulations – Access, Ingress and Egress

Response: This project is for a planned development. It does not contain any building permit requests at this time, nor have house designs been chosen. At the time of requesting building permits for each lot, an individual site plan will be prepared showing the location of the house and the location and dimensions of the driveway for that specific lot. The proposed driveway locations will meet all Code requirements for ingress and egress and will be reviewed for compliance during the building permit process.

Section 4.171 General Regulations – Protection of Natural Features and Other Resources

Response: The site does not contain any hillside areas, flood plains or other significant landforms. There is a Significant Natural Resource Overlay zone on the eastern portion of the site which has been deemed as non-usable area in a separate tract. This area will not be disturbed at all. Topography is shown on the Existing Conditions Map, and a Preliminary Grading Plan has been included in the plan set submittal. All grading, filling and excavating for the development shall be done in accordance with the Code. The development has been designed to limit the extent of disturbance of soils. The site does

not include any erosion areas, lakes, rivers, streams or fish habitats. Any wildlife habitat or wetlands are contained in the SROZ which is non-developable and non-usable. Vegetation in the SROZ will remain undisturbed.

The subject property does not have any slopes greater than 25%.

A Tree Preservation and Removal Plan has been included with the plan sheets showing the size, condition, location and action of all existing trees on the site as certified by an arborist. Every effort has been made to retain all trees except those that are in the way of the required frontage improvements, the new public street, the proposed private road or future dwellings. The site currently has a total of 205 existing trees. The arborist has determined that 10 of those 205 existing trees are non-viable, dead, diseased, dying, or they will impede construction of infrastructure, street improvements, driveways and future building sites and, as such, should be removed. Those 10 identified non-viable trees are, therefore, shown as trees being removed on the Tree Preservation and Removal Plan. All the remaining 195 viable trees are being retained.

A Landscaping Plan has also been included with the submittal showing proposed trees and other plantings proposed for the development.

The subject property does not have any high voltage powerline easements or rights-of-way or any petroleum pipeline easements.

The site does not have any earth movement hazard areas, soil hazard areas or flood plain areas.

Section 4.175 Public Safety and Crime Prevention

Response: While this application is only a Stage I/II application, the applicant acknowledges that all addressing for future home sites and directional signage shall be done in accordance with the Code. The project does not have any parking or loading areas to trigger the need for surveillance or exterior parking lot lighting.

Section 4.176 Landscaping, Screening, and Buffering

Response: This project is a residential subdivision and does not contain any parking lots, therefore there aren't any requirements for parking lot landscaping or parking lot landscaped planter islands. The site will not contain any commercially-used waste or recycling bins, loading areas or exterior mechanical and utility equipment that will require screening from public view.

The existing SROZ area is remaining undisturbed. All existing trees and vegetation will remain to aid in conserving and protecting natural resources and any wildlife habitat that may be residing in the SROZ area.

Additionally, the Preliminary Storm Water and Utilities Plan depicts the proposed location of all proposed street trees. The purpose of this depiction is to illustrate the placement of the proposed street trees in relation to proposed and existing utilities and to show the proposed placement complies with the placing requirements of the Public Works Standards. The Preliminary Plat also notes that all street tree placement shall meet the standards of Public Works Standards. Installation, maintenance, irrigation, root barriers and tree planting details are shown on Sheet L1, with a Street Tree Planting Detail. The Street Tree Planting Detail notes the placement standards required by Public Works. Notes have also been placed on Sheet L1 reflecting placement requirements for the proposed street trees.

Section 4.177 Street Improvement Standards

Response: There will be two internal streets – one a public street accessing off of SW Canyon Creek Road South and extending to the site's southern property line and ending in a stub to provide connectivity for future development to the south; and the second, a private street Tract A. Lots 4 and 5 will access off of the private street. Lot 6 may access off of either the private street or the public street depending upon house layout. In no event shall more than three (3) lots access off of the proposed private street tract. A sidewalk will be constructed on the north side of the proposed public street and along the east side of the private street. No on-street parking will be available on the public street since the applicant is only able to construct a half-street improvement. Sidewalk will be installed along the site's SW Canyon Creek Road South frontage as well. The full length of the proposed public street exceeds the 200-foot maximum for a dead-end street. However, the project does contain a private street towards the end of the public street, providing an outlet and turn-around for emergency services.

A public street is being provided, so a multiuse pathway is not being provided. Transit improvements are not required as the site is not adjacent to a major transit street. On-street bicycle facilities shall be provided as per the requirements of the Code. The proposed residential private access drive (Tract A) provides vehicular access to no more than three (3) lots (Lots 4 - 6). Tract A shall be constructed to meet all Code requirements. All future access driveway and driveway approaches shall be designed to meet all the Code requirements and shall be reviewed for compliance during the building permit process.

Section 4.197 Zone Changes and Amendments To This Code – Procedures

(.01) The following procedure shall be followed in applying for an amendment to the text of this Chapter:

B. In recommending approval of a proposed text amendment, the Planning Commission shall, at a minimum, adopt findings relative to the following:

1. That the application was submitted in compliance with the procedures set forth in Section 4.008; and

Response: This application represents a request for a Site Development Permit Review, Quasi-judicial zone change, Quasi-judicial change to the map of the Comprehensive Plan and a five (5) lot subdivision developed as a Planned Development, with one waiver request. The subject property is 2.22 acres, so it's over 2 acres in size and as such the requested zone is PDR- 3. The required usable and non-usable open space is shown on the site plan. A traffic study was completed by DKS Associates on January 30, 2018.

2. The amendment substantially complies with all applicable goals, policies and objectives set forth in the Comprehensive Plan; and

Response: The narrative addresses how this proposed project meets all the requirements of the Code. The Code is developed as a method of achieving the goals and policies in the Comprehensive Plan; therefore, compliance with the Code equals substantial compliance with the Comprehensive Plan.

3. The amendment does not materially conflict with, nor endanger, other provisions of the text of the Code; and

Response: This project only proposes a map amendment to the subject property. The project does not propose changes to any of the text of the Comprehensive Plan, nor does it propose changes to any portions of the Comprehensive Plan Map other than its own designation.

4. If applicable, the amendment is in compliance with Statewide Land Use Planning Goals and related administrative rules; and

Response: As per Oregon Revised Statute 197.013 implementation and enforcement of acknowledged comprehensive plans and land use regulations are matters of statewide concern. Oregon Revised Statute 197.005 states that cities are responsible for the development of local comprehensive plans. The City of Wilsonville has an adopted comprehensive plan which complies with Oregon Planning and Goals and Guidelines. As outlined throughout this narrative, this project has been shown to be compliant with

Wilsonville's Comprehensive Plan when developed. Therefore, when developed, the project will also be compliant with the Statewide Planning and Goals and Guidelines.

5. If applicable, the amendment is necessary to ensure that the City's Land Use and Development Ordinance complies with mandated requirements of State or Federal laws and/or statutes.

Response: As per Oregon Revised Statute 197.013 implementation and enforcement of acknowledged comprehensive plans and land use regulations are matters of statewide concern. Oregon Revised Statute 197.005 states that cities are responsible for the development of local comprehensive plans. The City of Wilsonville has an adopted comprehensive plan which is compliant with Oregon Planning and Goals and Guidelines. As outlined throughout this narrative, this project has been shown to be compliant with Wilsonville's Comprehensive Plan when developed. Therefore, when developed, the project will also be compliant with the Statewide Planning and Goals and Guidelines.

(.02) In recommending approval or denial of a proposed zone map amendment, the Planning Commission or Development Review Board shall at a minimum, adopt findings addressing the following criteria:

A. That the application before the Commission or Board was submitted in accordance with the procedures set forth in Section 4.008, Section 4.125(.18)(B)(2) or, in the case of a Planned Development, Section 4.140; and

Response: As has been previously stated in this narrative, the application was submitted in accordance with the procedures set forth in Section 4.140. The portion of the narrative under Section 4.140 addresses the application submittal in detail.

B. That the proposed amendment is consistent with the Comprehensive Plan map designation and substantially complies with the applicable goals, policies and objectives, set forth in the Comprehensive Plan text; and

Response: The narrative addresses how this proposed project meets all the requirements of the Code. The Code is developed as a method of achieving the goals and policies in the Comprehensive Plan; therefore, compliance with the Code equals substantial compliance with the Comprehensive Plan.

C. In the event that the subject property, or any portion thereof, is designated as "Residential" on the City's Comprehensive Plan Map; specific findings shall be made addressing substantial compliance with Implementation Measures 4.1.4.b, d, e, q, and x of Wilsonville's Comprehensive Plan text; and

Response: Implementation Measure 4.1.4.b refers to providing a variety of housing types and that adequate public facilities and services must be available to build and maintain a decent, safe, and healthful living environment. The City of Wilsonville is a growing area and this development will provide five (5) additional detached single-family dwellings for those families and individuals seeking detached, individual housing units rather than apartments or condominiums. Sewer, water and storm are currently available in SW Canyon Creek Road South and will be extended by the developer through the new public street. The submitted Traffic Impact Analysis has indicated no adverse impacts to traffic and that the current transportation system can adequately handle the additional trips generated through this development.

Implementation Measure 4.1.4.d encourages construction and development of diverse housing types while maintaining a balance between housing types. The City of Wilsonville has an overabundance of apartment buildings and multi-family dwellings. This project will provide detached single-family dwellings that will help equalize the current housing situation. Additionally, the range of lot sizes from 5,060 square feet to 11,948 square feet provides options for those individuals seeking a larger single-family detached dwelling with some yard or little to no yard. The smaller lots provide the “little to no yard” option.

Implementing Measure 4.1.4.e discusses targets being set to meet the City's Goals for housing and assure compliance with State and regional standards. The project will be providing an additional five (5) single-family detached dwellings to the City to assist in meeting its housing requirements for its citizens. A portion of the Comprehensive Plan states the “prevailing vacancy rates for all types of housing as of January 1987, within the City were extremely low” and that this “indicates that the demand for housing Wilsonville exceeded the supply.” The applicant provides the following statistics obtained from the best available real estate websites for the City of Wilsonville:

PSU Certified Population Estimate July 1, 2017	24,315
Available single-family homes (Zillow – 2/26/2018)	85

Breakdown of Types of Housing Units in Wilsonville:

Single-family homes	4,420
Apartment units	4,967
Condo units	563

Based on the best available information for the current housing inventory in the City of Wilsonville, less than half are single-family homes. This evidence indicates that the current housing situation has not improved much since 1987 and would seemingly indicate that there is a substantial need for additional single-family homes in the City.

Implementing Measures 4.1.4.q and 4.1.4.x refer to mobile homes, manufactured dwellings and apartments. This proposal is for single-family detached dwellings, so these portions of the comprehensive plan aren't applicable to this project.

- D. That the existing primary public facilities, i.e., roads and sidewalks, water, sewer and storm sewer are available and are of adequate size to serve the proposed development; or, that adequate facilities can be provided in conjunction with project development. The Planning Commission and Development Review Board shall utilize any and all means to insure that all primary facilities are available and are adequately sized; and***

Response: Storm, sewer and water lines currently exist in SW Canyon Creek Road South, which is the western boundary of the subject property. Extensions will take place from the main lines in SW Canyon Creek Road South through the new public street. Individual services will then be provided to each lot from the new public street. Sidewalks will be constructed along the portion of SW Canyon Creek Road South that fronts the subject site. A new public street and a new private street tract will be constructed as part of the development, with installation of sidewalks on both sides of the new public and private street.

- E. That the proposed development does not have a significant adverse effect upon Significant Resource Overlay Zone areas, an identified natural hazard, or an identified geologic hazard. When Significant Resource Overlay Zone areas or natural hazard, and/or geologic hazard are located on or abut the proposed development, the Planning Commission or Development Review Board shall use appropriate measures to mitigate and significantly reduce conflicts between the development and identified hazard or Significant Resource Overlay Zone and***

Response: The subject site does not contain any identified natural hazard or geologic hazard. The site does contain, however, a Significant Resource Overlay Zone area which has been delineated on all the submitted plan sheets. This area has been deemed as non-usable and non-buildable and will be preserved for open space area. The proposed lots that back up to the SROZ area will have a four-foot tall open fence constructed along the SROZ boundary line to prevent use of or construction in this area. Additionally, a no-build/non-usable conservation easement will be placed over the entire SROZ area.

- F. That the applicant is committed to a development schedule demonstrating that development of the property is reasonably expected to commence within two (2) years of the initial approval of the zone change; and***

Response: The applicant intends to proceed with the development process well within two years of the initial approval of the zone change.

G. That the proposed development and use(s) can be developed in compliance with the applicable development standards or appropriate conditions are attached that insure that the project development substantially conforms to the applicable development standards.

Response: This narrative describes how the proposed development complies with all the standards of the Code, acknowledging compliance with any attached conditions of approval to ensure the development proceeds in a manner consistent with the City's standards and regulations. The applicant is requesting some waivers from required standards, but the applicant has added additional features to mitigate for those waivers, which are addressed in detail under the subsection of this document pertaining to waiver.

H. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property. The applicant shall demonstrate compliance with the Transportation Planning Rule, specifically by addressing whether the proposed amendment has a significant effect on the transportation system pursuant to OAR 660-012-0060. A Traffic Impact Analysis (TIA) shall be pursued pursuant to the requirements in Section 4.133.05.(01).

Response: The proposed development will take access from an existing local street, SW Canyon Creek Road South. From this road, a new public street will be constructed. A Traffic Impact Analysis was performed by Scott Mansur of DKS on January 30, 2018. The original analysis has been included as part of the package submittal. The summary of the analysis concludes that the proposed five (5) lot subdivision is expected to generate only 5 new p.m. peak hour trips (2 in/3 out) and recommends that the developer and City coordinate to determine the design speed and required stopping sight distance for the new roads to ensure Lot 2 will not block sight distance. The applicant understands the recommendation in the TIA and will work closely with the City to assure all required sight distance issues are adequately addressed.

Section 4.198 Comprehensive Plan Changes – Adoption by the City Council

- (.01) Proposals to amend the Comprehensive Plan, or to adopt new elements or sub-elements of the Plan, shall be subject to the procedures and criteria contained in the Comprehensive Plan. Each such amendment shall include findings in support of the following:**
- A. That the proposed amendment meets a public need that has been identified;**

Response: The proposed project will provide five (5) single-family detached houses meeting the public need for detaching housing. Each of the following exhibits provide evident relating to the need for housing.

As many news articles from around the State of Oregon have noted over the past several years, the state is experiencing a significant lack of affordable housing in Oregon overall. The underlying theme in all of these articles is that the housing stock in Oregon has not kept up with demand and working families are struggling to meet their most basic needs for affordable housing.

A search on one real estate website identified only 85 homes are currently for sale in the City of Wilsonville at a median listing price of \$449,990. Some of these homes are considered "Hot Homes," meaning they're likely to sell quickly. Most homes for sale in Wilsonville stay on the market for 48 days and receive 1 offer. In the past month, 26 homes have been sold in Wilsonville. The median price per square foot in Wilsonville has increased by approximately 5.3% over the past year. In addition to detached single-family houses in Wilsonville, there were also 9 condos, 27 townhouses, and 1 multi-family unit for sale in Wilsonville as of January 2018. At the same time, inventory decreased marginally year-over-year by 6.2 percent, but a wide range of homes for sale stood on the market in this year with 60 listings for sale throughout this vicinity.

Of those 85, 24 are over \$500,000 in listing price. Of the remaining 60 listed on this site, 7 of the homes were townhomes, condos or attached houses. 1 of the listing items was for bare ground. Therefore, out of the 85 listings, there are 53 single-family detached houses available for sale at less than \$500,000 in listing price.

Average Home in Wilsonville:

PSU Certified Pop. Estimate 7/1/2017	24,315
Available single-family homes	85
Avg. Price	\$406,218
Avg. Bedrooms	2.5 beds
Avg. Bathrooms	2.49 baths

Based on the best available sales information for detached single-family dwellings units in the City, slightly more than half are detached single-family homes at less than \$500,000. This would seemingly indicate that there is still a need for additional single-family homes in the City.

B. That the proposed amendment meets the identified public need at least as well as any other amendment or change that could reasonably be made;

Response: This application seeks a zone and comprehensive plan map amendment that would allow a minimum density of five (5) lots and a maximum density of six (6) lots on the subject property. Single-family detached houses will be built on each of the proposed five (5) lots. The identified public need, as previously addressed, is for single-family detached housing. The requested amendment serves to satisfy this need better than requesting an amendment for a commercial or industrial designation – neither of which would address single-family housing. It is better than a high-density designation which would result in attached or multi-family housing, which would not meet the identified need of single-family detached houses. It is better than the lowest density designation as the lowest density designation would provide fewer lots available for single-family detached housing, and thus not address the need as well as the requested designation.

C. That the proposed amendment supports applicable Statewide Planning Goals, or a Goal exception has been found to be appropriate; and

Response: Goal 10 of Oregon’s Statewide Planning Goals is to provide for the housing needs of citizens of the State. This project addresses that goal.

D. That the proposed change will not result in conflicts with any portion of the Comprehensive Plan that is not being amended.

Response: The City of Wilsonville is a growing city with the individuals seeking individual housing units rather than attached housing, apartments, condominiums or multi-family dwelling units. This project proposes to help meet the City’s housing needs for single-family dwellings at a higher density than would be allowed by the property’s current Plan Map designation of RA-H – which only allows for one house. The proposed change will not result in conflict with any portion of the Plan as both the Comprehensive Plan and the Zoning Map are being changed as part of this request.

Additionally, the City’s Comprehensive Plan asked that the following factors are addressed in the proposed amendment:

- Suitability of the various areas for land uses and improvements – The subject property is surrounded by properties that have either had plan map and zoning designation changes or are designated as RA-H and are therefore slated for future higher density development. The subject property, then, is very suitable for the proposed use given the surrounding uses and zones.
- The land uses and improvements in the area – Again, the subject property is surrounded by housing, some at lower density and some at higher density. The proposed use of six (6) lots for single-family detached housing blends with the

development to the east, west and north of the property and future development slated for the properties to the south given their current designation of RA-H.

- Trends in land development – As has been demonstrated previously in this document, there is a need for single-family detached housing units. This application addresses the trend in developing properties for use as detached houses rather than multi-family, attached townhomes or condo units.
- Density of development – As stated previously in this narrative, the proposed development meets the minimum, and does not exceed the maximum, density requirements with five (5) lots. The intent is to provide a variety of lot sizes in the development, while not overwhelming with site with too many of a small size or too many of a large size.
- Property values – Housing plans have not yet been chosen for the development, but it's assumed most of the houses will be two-story homes with attached one- or two-car garages. The design of the subdivision with the proposed amenities, along with the houses that will eventually be selected, is aimed at increasing the property values of the surrounding properties by providing a quality development.
- The needs of economic enterprises in the future development of the area – As commerce and industry grow in Wilsonville, the number of employed people will increase resulting in a need for more housing in Wilsonville. This project seeks to accommodate the anticipated economic growth by providing housing to individuals employed in Wilsonville and thus enable them to live, work and play in the same community – that community being Wilsonville.
- Transportation access – The proposed project will be installing a new public street off the existing SW Canyon Creek Road South. There will also be a private street tract. Sidewalks are being provided on both sides of the public street and the east side of the private street. A pedestrian pathway is available in the adjoining Aspen Meadows to the north, which is a sister development to the proposed project.
- Natural resources – Most of the eastern half of the entire property is SROZ area. All the SROZ area will remain undisturbed. The vegetation and existing trees in the SROZ area are remaining and will be protected during construction. Care has been taken to route the storm drain line around any existing trees.
- The public need for healthful, safe and aesthetic surroundings and conditions – The need for single-family detached houses has been addressed throughout this narrative. The proposed project provides sidewalks, pedestrian pathways and crosswalks. The SROZ area is remaining undisturbed and will have additional native vegetative plantings to enhance the existing vegetation. A usable park area has been provided in the sister development to the north, Aspen Meadows, with a small, slightly sloped pathway for a "mini" hiking opportunity within the

community. The proposed project has access to the existing park in Aspen Meadows as the proposed project is a second phase to Aspen Meadows. The entire project, then, has been designed to provide opportunities for active recreating, while still maintaining the existing wooded, natural vegetation.

The City's Comprehensive Plan asks for certain factors to be adequately addressed in the proposed amendment. Each of these factors has been addressed above and throughout this document. Accordingly, since the applicable factors of the City's Comprehensive Plan have been adequately addressed, it stands to reason that the requested project does not conflict with any portion of the Comprehensive Plan – as applicable portions have been addressed.

Section 4.199 *Outdoor Lighting*

Response: This portion of the Code is applicable to lighting in public facilities, commercial, industrial and multi-family housing projects with common areas or to major additions or modifications to existing exterior lighting systems in public facilities, commercial, industrial and multi-family housing projects with common areas. The proposed project is not a public facility, a commercial project, an industrial project or a multi-family housing project; rather, the proposed development is for single-dwelling structures. Section 4.199 is, therefore, not applicable to this development.

LAND DIVISIONS

Section 4.210 *Application Procedure*

Response: As has been previously noted earlier in this narrative, a pre-application conference has been held for this project. A licensed land surveyor, King Phelps, has signed and stamped the Existing Conditions Map. A professional engineer, Eric Evans, has certified the Preliminary Plat and other plan sheets – except the tree plan prepared by a certified arborist and the landscaping plan prepared by a registered landscape architect.

The City provided the application form which has been completed and contains the signatures of the property owners. The application fee has been submitted with the application, along with the appropriate number of copies of the plans. The name of the subject is Aspen Meadows No. 2. Items 1 through 26 under Section 4.210(.01)B have been included as part of the submission package, are included on the plan sheets and/or have been addressed in the narrative.

Section 4.236 *General Requirements - Streets*

Response: The development proposes one public street and one private street, both of which meet the standards in Section 4.177 as addressed previously in this narrative. The public street is a 36-foot wide half-street right-of-way area with no parking. The private street is 24.4 feet wide, with a sidewalk on the east side of the private street. The public street extends to the east and then turns south, ending at the south boundary line, to provide connectivity for future development on the adjacent southern property that is not part of this project. As per the Code, a turn-around has not been provided pursuant to Section 4.236(.07) which states “the resulting dead-end street may be approved without a turn-around.” However, the proposed street system will connect the proposed private street with the existing stubbed private street that is part of Aspen Meadows Phase 1. This will allow for both emergency and other vehicles to loop through the development without having to turnaround. Neither the public nor the private street have yet been named; when names are chosen, they will not duplicate the names of existing streets.

(.06) Reserve Strips: The Planning Director or Development Review Board may require the applicant to create a reserve strip controlling the access to a street. Said strip is to be placed under the jurisdiction of the City Council, when the – Director or Board determine that a strip is necessary:

- A. To prevent access to abutting land at the end of a street in order to assure the proper extension of the street pattern and the orderly development of land lying beyond the street; or**
- B. To prevent access to the side of a street on the side where additional width is required to meet the right-of-way standards established by the City; or**
- C. To prevent access to land abutting a street of the land division but not within the tract or parcel of land being divided; or**
- D. To prevent access to land unsuitable for building development.**

Response: When the City Council approved Aspen Meadows Ph. 1, which is located to the north and immediately adjacent to the subject property, the council required a reserve strip to be installed on the private street to prevent access to abutting land. At that time the applicant had not yet secured a right to purchase the subject property, so installing a reserve strip was a reasonable condition of approval at that time. However, since the Councils approval of Aspen Meadows Ph. 1, the applicant has purchased the subject property and is now requesting that the reserve strip be removed in order to allow for the extension of the private street into Ph. 2 of the Aspen Meadows subdivision. The extension of the private street will provide access for two (2) lots and will terminate into a public street that will prevent any future extension of the private street. The

extension of the private street will be limited to the boundaries of the Aspen Meadows subdivision and it will facilitate the orderly development of the subject property.

Section 4.237 General Requirements – Other

Response: Blocks – The proposed development is made up of three blocks. Block 1 is approximately 208 feet long from west to east. Block 3 is approximately 214.30 feet long from west to east. Block 2 slightly exceeds the 330-foot long maximum; however, a bark pedestrian pathway is being provided from the park area to the SROZ area, and Block 2 also contains the SROZ area as its eastern half, which is non-developable.

Easements - Proposed public utility easements are shown on the Preliminary Grading Plan and the Preliminary Storm Water and Utilities Plan. The site does not contain any water courses.

Pedestrian and bicycle pathways – A bark pathway has been provided leading from the existing public sidewalk, through the park area and into the SROZ area in Block 2 of Aspen Meadows Phase 1 to the north. The proposed project proposes a sidewalk along the east side of the private street to connect with the existing sidewalk in Aspen Meadows Phase 1 and to ultimately connect with the existing bark pathway in Aspen Meadows Phase 1.

Tree Planting – The trees to be planted as part of this development are shown on the submitted Tree Mitigation Plan (see sheet 4) and Street Tree Plan (see sheet L1).

Lot Size and Shape – The proposed lots meet the minimum lot width, depth and size standards, as well as the minimum street frontage.

Access – All proposed lots meet the minimum frontage requirement of 40 feet at the street.

Through Lots – The proposal does not have any through lots.

Lot side lines – All the side lot lines run at right angles to the street or private street tract.

Large lot land divisions – The subject property is being divided to its maximum. No re-division is possible due to the proposed lot sizes and the non-developable SROZ area.

Building line – All the minimum building setbacks are being met in the proposed development.

Build-to line – The applicant is unaware of, or proposing, any build-to lines. The applicant is proposing adherence to the Code.

Land for public purposes – The development proposes a public street to be dedicated to the public as shown on the submitted plans.

Corner lots – All the corner lots in the proposed development have a corner radius of over ten feet as shown on the submitted preliminary plat.

UNDERGROUND UTILITIES

Section 4.300 General

Response: All utilities serving this development shall be installed underground. A note will be placed on all engineering and construction drawings and the final plat indicating installation of underground utilities shall take place in accordance with the Code requirements.

SITE DESIGN REVIEW

Section 4.421 Criteria and Application of Design Standards

Response: Preservation of Landscape – The subject site has a large SROZ area of over one acre. This entire area is being preserved as non-usable, non-developable open space. A conservation easement is being placed on the rear of Lots 3-5 to preserve the non-usable area of those lots. The landscaping in the SROZ area will not be disturbed. The viable trees on the site that can remain, will be remaining.

Relation of Proposed Buildings to Environment – Other than retaining the existing on proposed Parcel 1, this application does not include proposals for any new structures. Future structures will be single-unit dwellings which will meet the standards set forth in the Code and the conditions of approval for this development. Adherence to these standards will be reviewed during the building permit process.

Drives, Parking and Circulation – This project does not propose any commercial uses, buildings or parking lots/structures. A public street is proposed which will dead-end at the south boundary to provide connectivity for future development. Individual driveways and driveway approaches for future houses will be reviewed for compliance with the Code during the building permit process. Off-street parking requirements have been met via driveways and garages. The City does not have any on-street parking requirements.

Surface Water Drainage – A preliminary storm water plan and calculations have been submitted as part of this application package. LIDA planters are proposed and are shown on the preliminary storm water plan.

Utility Service – As has been stated previously, required public utility easements are shown on the submitted plans. Additionally, utilities for the development will be installed underground and in compliance with this Code.

Advertising Features – The project does not include any advertising features.

Special Features – The project does not include any special features.

Section 4.440 Procedure

Response: The current application is for a planned development preliminary plat, zone change and comprehensive plan map amendment. House designs, elevations and floor plans are not part of the application and have not yet been chosen or determined. A preliminary plat has been submitted with this package. A Street Trees planting plan has been provided, which is Sheet L1, and shows the actual placement location of the proposed street trees, being a combination of five (5) *Nyssa Syklvatica* Tupelo trees and one (1) *Acer Rubrum* "October Glory" Red Maple tree. The project is not proposing any signage. Architectural drawings and a Color Board are not applicable as this application does not include any structures.

TREE PRESERVATION AND PROTECTION

Section 4.600.50 Application For Tree Removal Permit

Response: Section 4.600.50(.02) states that where a site is proposed for development necessitating plat review, application for a Tree Removal Permit shall be made as part of the site development application. Pursuant to this requirement, this application submittal includes the non-refundable application fee and the completed application for a Tree Removal Permit. The current application is for a planned development preliminary plat, zone change and comprehensive plan map amendment. House designs, elevations and floor plans are not part of the application and have not yet been chosen or determined. A preliminary plat has been submitted with this package. The project is not proposing any signage. Architectural drawings and a Color Board are not applicable as this application does not include any structures.

Section 4.610.10 Standards For Tree Removal, Relocation Or Replacement

(.01) Except where an application is exempt, or where otherwise noted, the following standards shall govern the review of an application for a Type A, B, C or D Tree Removal Permit:

A. Standard for the Significant Resource Overlay Zone.

Response: There aren't any existing trees being removed from the Significant Resource Overlay Zone area.

B. Preservation and Conservation.

Response: The proposed development limits tree removal to only those that are non-viable or are immediately in the way of street construction, street frontage improvements or house pad sites. All trees in the SROZ area are being retained.

C. Developmental Alternatives.

Response: The proposed development limits tree removal to only those that are non-viable or are immediately in the way of street construction, street frontage improvements or house pad site. All trees in the SROZ area are being retained.

D. Land Clearing.

Response: As shown on Sheet 3, the Tree Preservation and Removal Plan, the only trees being removed in relation to land clearing are those in area of street rights-of-way, proposed building sites and other site improvements. Additionally, those trees identified as non-viable trees are being removed.

E. Residential Development.

Response: This is an application for a residential subdivision. The remaining trees have been left to provide the applicable lots with shade and tree canopy coverage.

F. Compliance With Statutes and Ordinances.

Response: The applicant acknowledges that all activity pertaining to trees will comply with the applicable statutes and ordinances.

G. Relocation or Replacement.

Response: Tree replacement and protection of the remaining trees has been addressed in detail in comments for Section 4.620.00.

H. Limitation.

Response: A tree survey has been performed by a certified arborist and is part of Sheet 3, the Tree Preservation and Removal Plan. The applicant and arborist have limited tree removal to only those trees that have been identified as non-viable or those that are immediately in the way of site improvements or future building sites and, as such, will not survive grading.

I. Additional Standards for Type C Permits.

1. Tree survey.

Response: A tree survey has been provided on Sheet 3 of the submitted site plan drawings.

2. Platted Subdivisions.

Response: Sheet 3 of the submitted plan drawing set is the required Tree Removal and Preservation Plan which includes all required criteria for tree protection during construction.

3. Utilities.

Response: Only those trees that are non-viable or in the way of site improvements or future building sites are being removed. A tree survey has been performed by a certified arborist and is part of Sheet 3, the Tree Preservation and Removal Plan. The applicant and arborist have limited tree removal to only those trees that have been identified as non-viable or those that are immediately in the way of site improvements or future building sites and, as such, will not survive grading.

Section 4.610.40 Type C Permit

(.01) Approval to remove any trees on property as part of a site development application may be granted in a Type C permit. A Type C permit application shall be reviewed by the standards of this subchapter and all applicable review criteria of Chapter 4. Application of the standards of this section shall not result in a reduction of square footage or loss of density, by may require an applicant to modify plans to allow for buildings of greater height. If an applicant proposes to remove trees and submits a landscaping plan as part of a site development application, an application for a Tree Removal Permit shall be included. The Tree Removal Permit application will be reviewed in the Stage II development review process, and any plan changes made that affect trees after Stage II review of a development application shall be subject to review by DRB. Where mitigation is required for tree removal, such mitigation may be considered as part of the

landscaping requirements as set forth in this Chapter. Tree removal shall not commence until approval of the required Stage II application and the expiration of the appeal period following that decision. If a decision approving a Type C permit is appealed, no trees shall be removed until the appeal has been settled.

Response: A Type C Tree Removal Permit has been included with this application. No trees shall be removed until after approval of this application.

(.02) The applicant must provide ten copies of a Tree Maintenance and Protection Plan completed by an arborist that contains the following information:

- A. A plan, including a topographical survey bearing the stamp and signature of a qualified, registered professional containing all the following information:**
- 1. Property Dimensions. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.**
 - 2. Tree survey. The survey must include:...**
 - 3. Tree Protection.**
 - 4. Easements and Setbacks.**
 - 5. Grade Changes.**
 - 6. Cost of Replacement.**
 - 7. Tree Identification.**

Response: Sheet 3 of the submitted plans is identified as the Tree Removal and Preservation Plan. Property shape and dimensions are included on the plan, as well as the site's topography, the tree survey, a statement regarding tree protection, easements and setbacks, contours and a statement regarding tree identification. New street trees being planted are shown on Sheet L1. There is an estimated cost of \$350 per tree for each tree to be planted.

Section 4.620.00 Tree Relocation, Mitigation, Or Replacement

Response: Tree planting will take place within one year of tree removal. There is a total of 205 trees currently existing on the site. All trees identified by the arborist as non-viable, diseased or dying are being removed to preserve the health of the viable trees that will remain. Any viable trees that are proposed to be removed are being removed because their existing location impedes installation of new streets, house pad sites or street frontage improvements. A tree survey has been performed by a certified arborist and is part of Sheet 3, the Tree Preservation and Removal Plan. The applicant and arborist have limited tree removal to only those trees that have been identified as non-viable or those that are immediately in the way of site improvements or future building sites and, as such, will not survive grading.

As shown on the submitted plans, the applicant is proposing the removal of ten (10) trees, which will be mitigated with the planting of ten (10) trees in the SROZ area as shown on sheet 4 of the submitted plan set.

The Street Trees plan, which is Sheet L1, shows 4 trees that are 2" or more in diameter being planted as street trees. All trees will be nursery stock meeting requirements of the American Association of Nurserymen American Standards for Nursery Stock for top grade. New tree planting locations are indicated on the submitted Sheet L1.

Section 4.620.10 Tree Protection During Construction

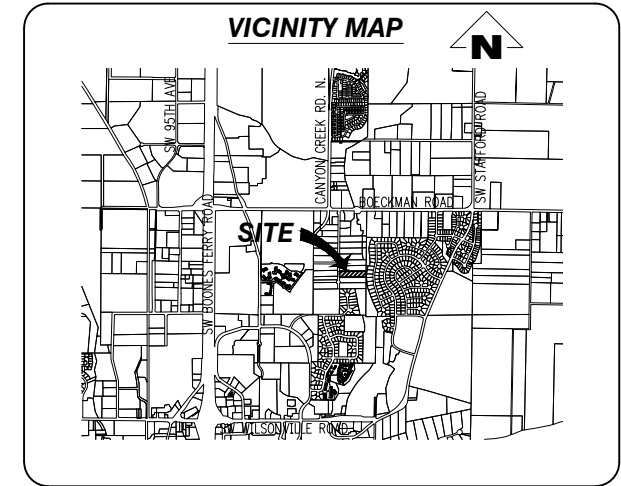
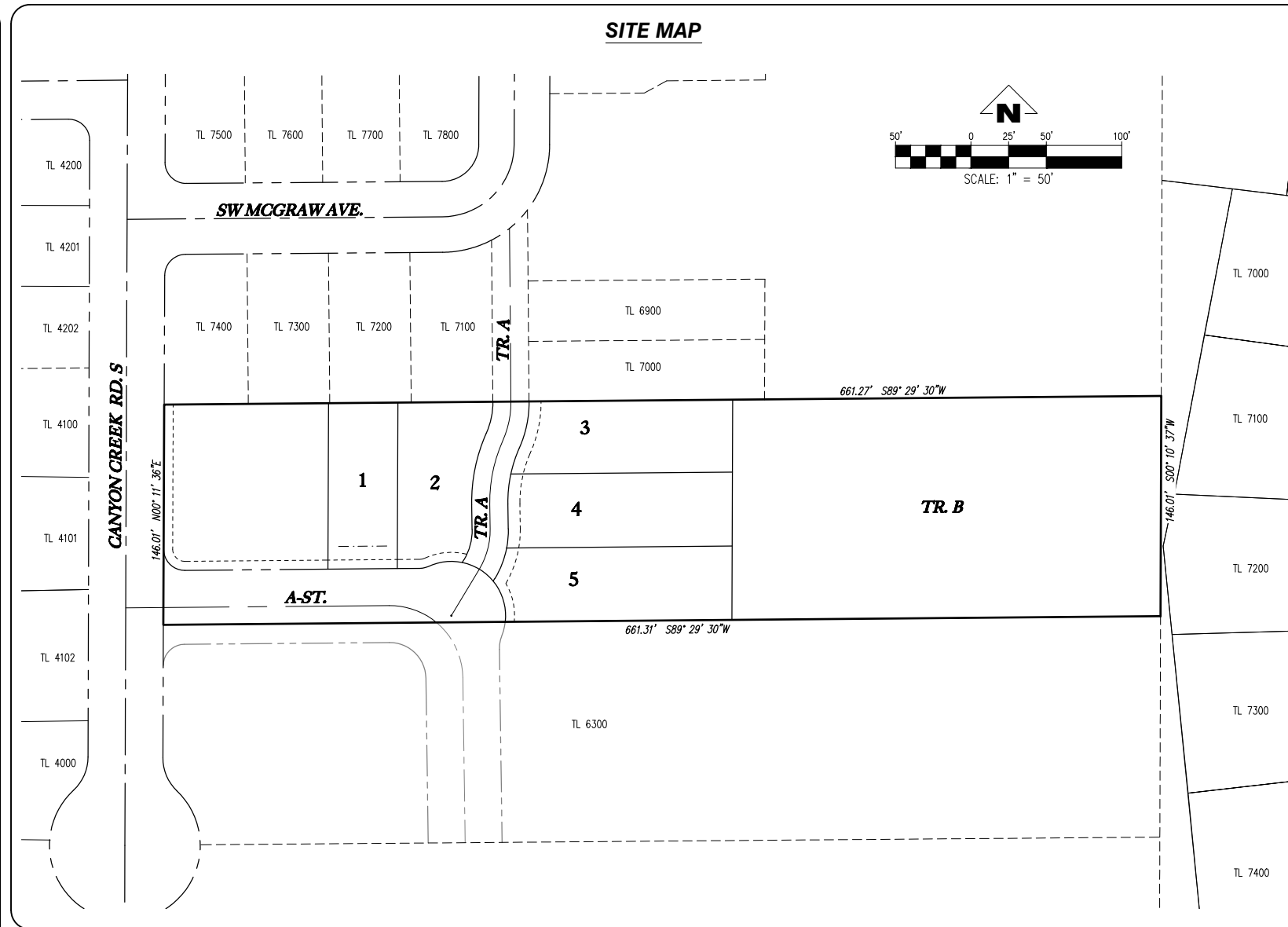
Response: Refer to Sheet 3 of the submitted site plans for notes contained therein stating that all trees being retained will be identified by numbered metal tags with the numbers identified in the site's tree survey and that they will be clearly identified on all construction documents. Remaining trees will be protected during construction through use of a six-foot high chain link fence secured to the ground with eight-foot metal posts driven into the ground.

CANYON CREEK SOUTH 5-LOT SUBDIVISION

5 LOT SUBDIVISION
 NW 1/4 SECTION 13, T. 3S, R. 1W, W.M.
 CITY OF WILSONVILLE, OREGON

GENERAL LEGEND

	LANDSCAPE HEDGE
	FLOW LINE
	FENCE
	EXISTING MAJOR CONTOUR LINE
	EXISTING MINOR CONTOUR LINE
	PROPOSED MAJOR CONTOUR LINE
	PROPOSED MINOR CONTOUR LINE
	SIGNIFICANT RESOURCE OVERLAY ZONE (SROZ)
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	WATER LINE
	OVERHEAD UTILITIES LINE
	UNDERGROUND UTILITIES LINE
	COMMUNICATIONS LINE
	ELECTRIC LINE
	FIRE HYDRANT
	AIR RELEASE
	WATER BLOWOFF
	WATER METER/SERVICE
	WATER VAULT
	IRRIGATION SPRINKLER HEAD
	CULVERT / OUTFALL
	STORM DRAIN MANHOLE
	CATCH BASIN / AREA DRAIN
	SANITARY SEWER MANHOLE
	UTILITY MANHOLE
	UTILITY CLEAN OUT
	UTILITY VALVE
	UTILITY POLE
	UTILITY GUY POLE
	UTILITY GUY WIRE
	UTILITY/LIGHT POLE
	LIGHT POLE
	LIGHT POLE WITH ARM
	LIGHT SIGNAL JUNCTION BOX
	JUNCTION BOX
	ELECTRIC METER/SERVICE
	ELECTRIC PEDESTAL
	ELECTRIC VAULT
	TELEPHONE MANHOLE
	COMMUNICATIONS PEDESTAL
	COMMUNICATIONS VAULT
	GAS METER/SERVICE
	GAS PEDESTAL
	DECIDUOUS TREE
	EVERGREEN TREE
	SIGN POST
	MAILBOX
	SIDEWALK TO BE INSTALLED AT TIME OF STREET CONSTRUCTION



DRAWING INDEX

Sheet Number	Sheet Title
01	COVER SHEET
02	EXISTING CONDITIONS MAP
03	TREE PRESERVATION AND REMOVAL PLAN
04	TREE MITIGATION PLAN
05	PRELIMINARY GRADING PLAN
06	PRELIMINARY PLAT
07	PRELIMINARY STORM WATER AND UTILITIES PLAN
08	STREET 'A' PLAN AND PROFILE
09	PRIVATE STREET PLAN AND PROFILE
10	LIGHTING PLAN
L1	STREET TREE PLAN

ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

BENCHMARK INFORMATION

THE DATUM FOR THIS SURVEY IS BASED NAVD (GEOID 2012A) BASED ON (RTK) CORRECTIONS FROM THE OREGON STATE REFERENCE NETWORK.

DATUM = NAVD 88

SITE DATA

AREA:	2.21 Ac.
PROPOSED ZONING:	PDR-3
TAX MAP:	31W13BD
TAX LOT:	6200
NO. OF LOTS:	5

NOTICE TO EXCAVATORS:

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER.
 (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503)-232-1987.)

POTENTIAL UNDERGROUND FACILITY OWNERS

Dig Safely.

Call the Oregon One-Call Center
 DIAL 811 or 1-800-332-2344

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS	
M-F 7am-6pm	503-226-4211 Ext.4313
AFTER HOURS	503-226-4211
PGE	503-464-7777
CENTURY LINK	1-800-491-0118
FRONTIER	1-800-921-8101
CLEAN WATER SERVICES	503-681-3600
CITY OF TIGARD PUBLIC WORKS	503-718-2591

PROJECT CONTACTS

APPLICANT:

SAMM-MILLER LLC
 10211 SW BARBER ST.
 WILSONVILLE, OR 97007
 (503) 819-3610

OWNERS:

DAVID & JEANETTE KERSTEN
 28600 SW CANYON CREEK RD S
 WILSONVILLE, OR 97070

LAND USE, CIVIL ENGINEER AND SURVEYOR:

EMERIO DESIGN, LLC
 6445 SW FALLBROOK PL, SUITE 100
 BEAVERTON, OR 97008
 LAND USE CONTACT: STEVE MILLER
 ENGINEER CONTACT: ERIC EVANS
 SURVEYOR CONTACT: KING PHELPS
 (503) 746-8812 (P)
 (503) 639-9592 (F)

CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

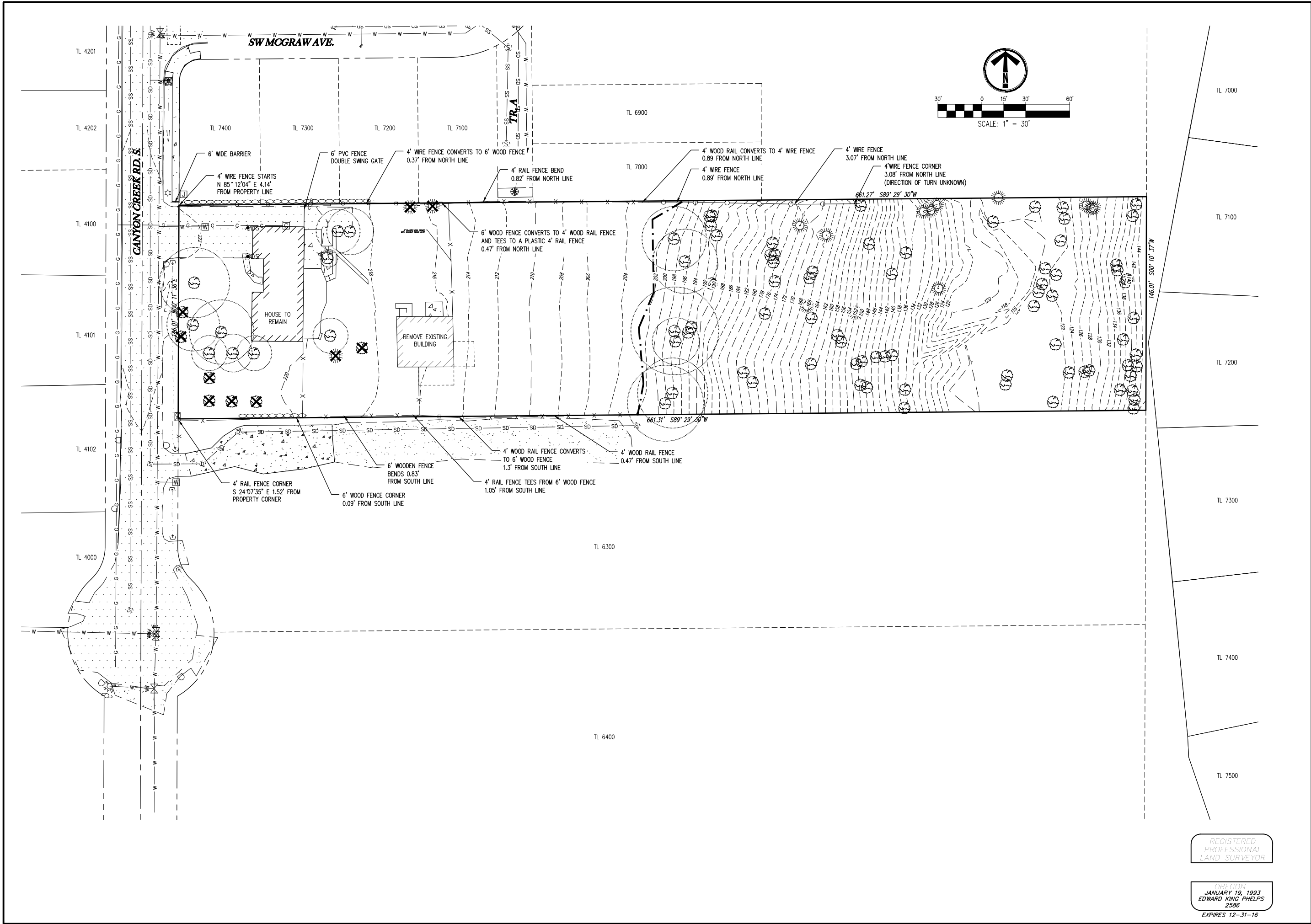
COVER SHEET

REVISIONS

NO.	DATE	DESCRIPTION
0	X/XXXX	1ST SUBMITTAL

EMERIO Design
 6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

SHEET
01 OF
10



CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

**EXISTING CONDITIONS
 MAP**

REVISIONS	
NO.	DATE
0	x/xxxx
	DESCRIPTION
	1ST SUBMITTAL

**EMERIO
 Design**

6445 SW FALLBROOK PLACE, SUITE 100
 BEASLEY, OREGON 97105
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

SHEET
02 OF
10

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 19, 1993
 EDWARD KING PHELPS
 2586
 EXPIRES 12-31-16

FILE:P:\463-002 Canyon Creek S PH 2\Map\plan\463-002_02topo, Layout: 02 EXISTING CONDITIONS MAP, Plot Date: 5/7/2018 10:46 AM, by: Russell Walker

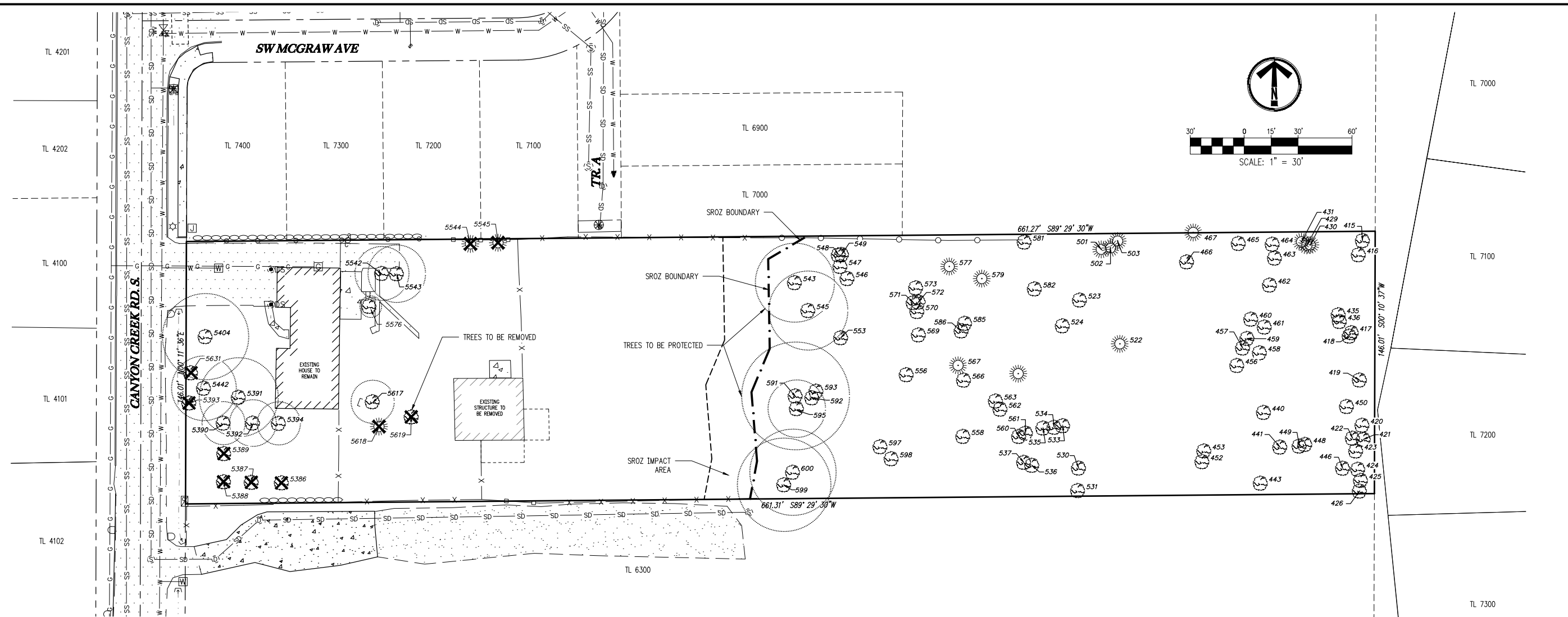
TREE PRESERVATION AND
REMOVAL PLAN

REVISIONS

NO.	DATE	DESCRIPTION
0	x/xxxx	1ST SUBMITTAL

EMERIO
Design

6445 SW FALLBROOK PLACE, SUITE 100
BEASLEY, OREGON 97105
TEL: (503) 746-8811
FAX: (503) 639-9592
www.emeriodesign.com



NO.	COMMON NAME	SPECIES NAME	DBH	C-RAD	COND	COMMENTS	LOCATION	TREATMENT
543	BLACK COTTONWOOD	<i>populus trichocarpa</i>	20	22	G	SOME PREVIOUS LATERAL BRANCH FAILURES, INHERENT SPECIES LIMITATIONS	SROZ	RETAIN
545	OREGON ASH	<i>fraxinus latifolia</i>	20	22	G	MODERATE CROWN STRUCTURE	SROZ	RETAIN
591	OREGON ASH	<i>fraxinus latifolia</i>	2X24	30	F	CODOMINANT STEMS, ONE PREVIOUSLY FAILED, SOME LOWER TRUNK DECAY, POOR CROWN STRUCTURE	SROZ	RETAIN
595	ENGLISH HAWTHORN	<i>crataegus monogyna</i>	10	16	P	INVASIVE SPECIES, POOR STRUCTURE, OVERTOPPED WITH BLACKBERRY	SROZ	RETAIN
599	BIGLEAF MAPLE	<i>acer macrophyllum</i>	10	26	F	ONE-SIDED CROWN, SOME CROWN DECAY	SROZ	RETAIN
600	BIGLEAF MAPLE	<i>acer macrophyllum</i>	16	24	G		SROZ	RETAIN
5386	APPLE	<i>malus spp.</i>	9	12	F	FRUIT TREE, LOWER TRUNK WOUND	ON-SITE	REMOVE
5387	APPLE	<i>malus spp.</i>	8,11	15	F	FRUIT TREE	ON-SITE	REMOVE
5388	APPLE	<i>malus spp.</i>	2X5	10	F	FRUIT TREE	ON-SITE	REMOVE
5389	APPLE	<i>malus spp.</i>	6,8	12	F	FRUIT TREE	ON-SITE	REMOVE
5390	APPLE	<i>malus spp.</i>	3,6	12	F	FRUIT TREE	ON-SITE	RETAIN
5391	ASH	<i>fraxinus spp.</i>	27	22	G		ON-SITE	RETAIN
5392	APPLE	<i>malus spp.</i>	4,6	13	F	FRUIT TREE	ON-SITE	RETAIN
5393	LOMBARDY POPLAR	<i>populus nigra</i>	20	4	P	MOSTLY DEAD, ADVANCED DECAY	ON-SITE	REMOVE
5394	CHERRY	<i>prunus spp.</i>	2X3,6	12	F	MULTIPLE STEMS	ON-SITE	RETAIN
5404	ASH	<i>fraxinus spp.</i>	23	24	G		ON-SITE	RETAIN
5442	EUROPEAN WHITE BIRCH	<i>betula pendula</i>	18	18	F	INVASIVE SPECIES, DEAD AND BROKEN BRANCHES	ON-SITE	RETAIN
5542	JAPANESE MAPLE	<i>acer palmatum</i>	6,8	15	G	MODERATE STRUCTURE, ONE-SIDED CROWN	ON-SITE	RETAIN
5543	SAUCER MAGNOLIA	<i>magnolia x soulangeana</i>	6,2X9,10	16	G		ON-SITE	RETAIN
5544	DOUGLAS-FIR	<i>pseudotsuga menziesii</i>	17	20	F	SEMI-MATURE, SOME TWIG DIEBACK, REDUCED VIGOR	ON-SITE	REMOVE
5545	DOUGLAS-FIR	<i>pseudotsuga menziesii</i>	16	14	F	SEMI-MATURE, SOME TWIG DIEBACK, REDUCED VIGOR	ON-SITE	REMOVE
5576	CAMPERDOWN ELM	<i>ulmus glabra 'camperdownii'</i>	9	6	G	WELL-MAINTAINED WEeping ORNAMENTAL	ON-SITE	RETAIN
5617	JAPANESE MAPLE	<i>acer palmatum</i>	12	12	G	MULTIPLE STEMS, SOME TRUNK DECAY	ON-SITE	RETAIN
5618	DOUGLAS-FIR	<i>pseudotsuga menziesii</i>	18	16	F	TOPPED IN PAST, POOR CROWN STRUCTURE	ON-SITE	REMOVE
5619	WHITE FIR	<i>abies concolor</i>	11	10	F	TOPPED IN PAST, SOME CROWN ASYMMETRY	ON-SITE	REMOVE
5631	BLUE SPRUCE	<i>picea pungens</i>	20	8	F	POOR STRUCTURE, LEANS TO STREET	ON-SITE	REMOVE
415	CW		18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
416	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
417	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
418	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
419	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
420	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
421	AL		7			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
422	AL		7			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
423	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
424	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
425	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT

NO.	COMMON NAME	SPECIES NAME	DBH	C-RAD	COND	COMMENTS	LOCATION	TREATMENT
426	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
429	YE		2X8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
430	YE		14			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
431	YE		16			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
435	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
436	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
440	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
441	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
443	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
446	AL		4X6			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
448	AL		2X10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
449	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
450	AL		2X14			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
452	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
453	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
456	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
457	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
458	CW		2X26			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
459	AL		6			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
460	AL		14			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
461	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
462	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
463	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
464	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
465	DEC		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
466	CW		2X24			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
467	EV		44			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
501	YE		18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
502	YE		2X10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
503	YE		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
522	YE		30			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
523	OA		26			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
524	DEC		16			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
530	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
531	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
533	DEC		24			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
534	DEC		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT

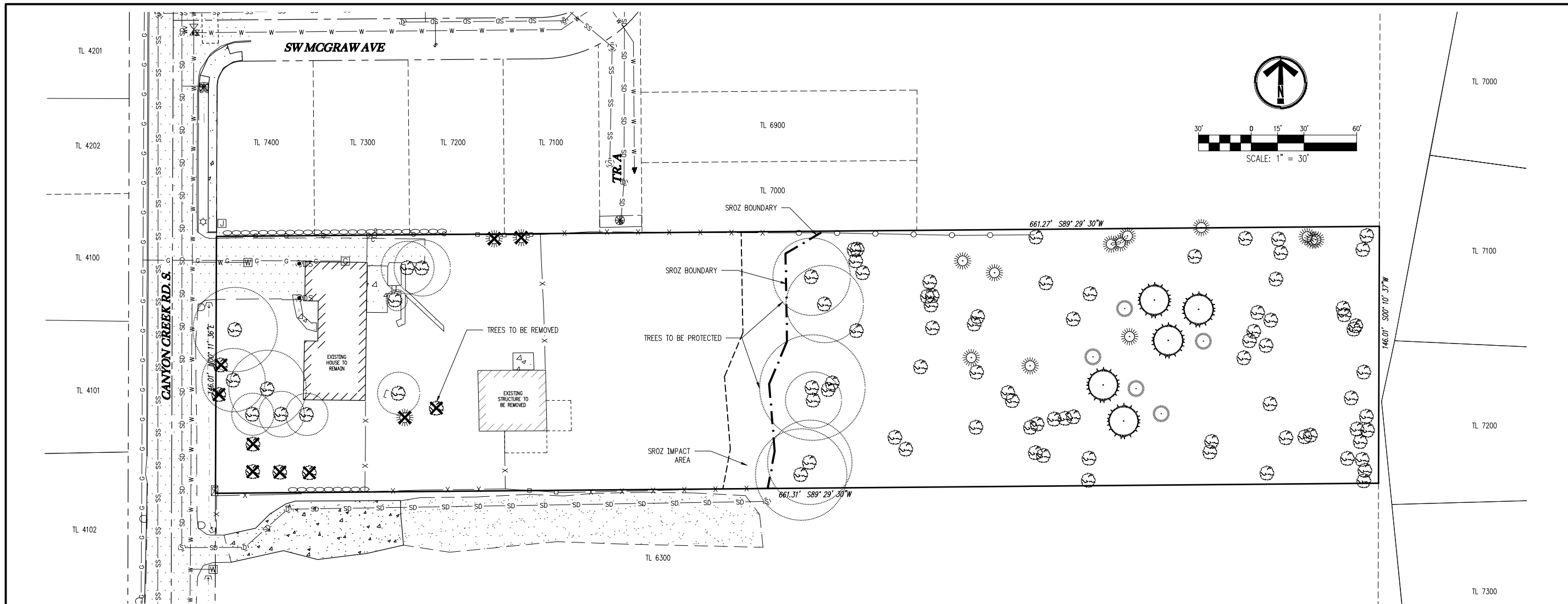
NO.	COMMON NAME	SPECIES NAME	DBH	C-RAD	COND	COMMENTS	LOCATION	TREATMENT
535	DEC		18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
536	DEC		20			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
537	DEC		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
546	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
547	AL		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
548	AL		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
549	AL		12			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
553	AL		2X8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
556	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
558	CW		34			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
560	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
561	DEC		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
562	DEC		18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
563	DEC		28			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
564	EV		30			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
566	DEC		28			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
567	FI		18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
569	CW		2X18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
570	CW		3X18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
571	DEC		6			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
572	DEC		6			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
573	DEC		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
577	FI		32			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
579	FI		28			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
581	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
582	AL		22			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
585	DEC		8			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
586	DEC		6			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
592	DEC		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
593	DEC		10,2X20			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
597	DEC		10			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT
598	DEC		10,18			NOT INVENTORIED - INTERIOR OF SROZ	SROZ	PROTECT

NOTES:

- ALL TREES BEING RETAINED WILL BE IDENTIFIED BY NUMBERED METAL TAGS WITH THE NUMBERS KEYED TO THIS TREE SURVEY MAP. THEY SHALL ALSO BE CLEARLY IDENTIFIED ON CONSTRUCTION DOCUMENTS.
- REMAINING TREES WILL BE PROTECTED DURING DEVELOPMENT WITH A 6 FOOT HIGH CHAIN LINK FENCE SECURED TO THE GROUND WITH 8' METAL POSTS.

Tree Caliper Summary Table

Total Caliper on site	769
Total non-viable removed	113
Total viable removed	346
Total removed	459
Total protected	310



PLANTING NOTES

Plant material: All plant material shall be nursery grown under climatic conditions similar to or harder than those at the site. All plants shall be of normal habit of growth, healthy, vigorous, and free of disease, insects, insect eggs and larvae.

Trees: All trees shall be healthy grown nursery stock, be a minimum of 1-1/2" caliper at 6 inches above ground level, and be at least 8-10 feet high conforming in size and grade with the standard for nursery stock ANSI Z60.1-1990 1990 ed. All trees shall have a single straight trunk, a well developed leader with tops and roots characteristic of the species, cultivar or variety. All trees must be free of insects, diseases, mechanical injury, and other objectionable features when planted. Bare root stock shall leave a root system sufficient to insure survival and healthy growth. Balled and burlap (B4B) stock shall leave a natural sound ball sufficient to insure survival and healthy growth. All trees which are grafted are to be grafted at a minimum height of 7 feet above ground level.

Topsoil: Backfill for planting holes to be 2/3 topsoil, 1/3 textural soil amendment. Shrub beds to have 6" of topsoil and 2" of textural soil amendment. Lawn areas to have minimum 4" topsoil. Any imported topsoil used is to be fertile, friable, and free of noxious weeds and debris. Textural soil amendments may be well rotted manure or commercial compost. Landscape architect shall field inspect prepared topsoil prior to any planting being done.

Fertilizer: 10-15-10 slow release on shrubs, trees, and groundcovers. All plants to receive applications of fertilizer according to manufacturer's recommendation.

Mulch: Minimum 2" medium grind, well-rotted bark mulch or commercial compost.

Planting: Stones, mortar, rubbish, and any material harmful to plant life are all to be removed from all planting areas.
 - All planting areas to be raked smooth prior to planting. Lawn areas to be raked smooth and rolled prior to planting.
 - All planting holes are to be twice the diameter of the plant root ball or system. Sides and bottom of holes are to be broken up.
 - All plants to be watered in when the planting holes have been half filled with soil. The irrigation system is not to be used to water plants in.
 - Apply fertilizer when the planting hole is 3/4 full.
 - Finished planting level of plants to be at or slightly above level grown in nursery.
 - Landscape Architect shall inspect all planting and give written approval before owner will accept the landscaping work. (from the general contractor) as being complete.

Maintenance: Begin maintenance immediately after each tree is planted. Protect and maintain plantings for a period of 60 days after acceptance. Water, weed, cultivate, maintain mulch, and reset plants to proper grades and upright positions as required.

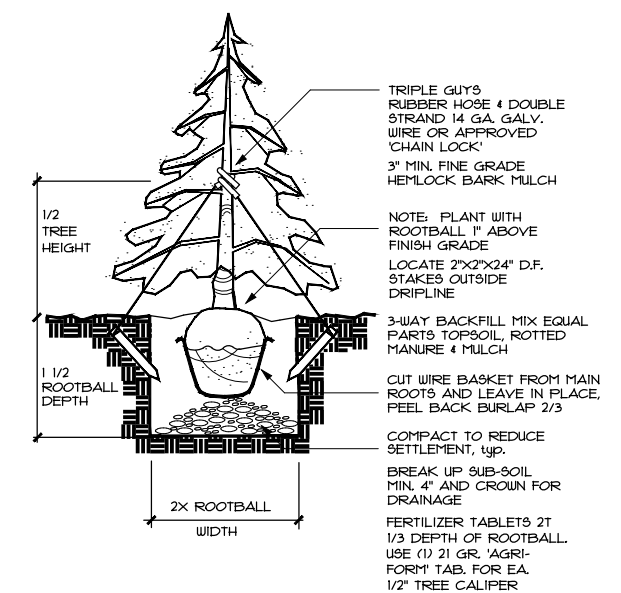
Guarantee: Guarantee all plant material after final acceptance for duration of two full growing seasons or for two years, whichever is longer. Replace plant materials not surviving or in poor condition except only loss or damage due to freezing, vandalism, or acts and neglects on the part of others.

IRRIGATION NOTES

Irrigation to be by watering truck through the guarantee period.

MITIGATION PLANTING

SYMBOL	(QUANTITY) SIZE	SCIENTIFIC NAME COMMON NAME
TREES		
	(5)	<i>Chamaecyparis nootkatensis 'Pendula'</i> Weeping Alaska Cedar
	(5) 2" Caliper	<i>Pseudotsuga menziesii</i> Douglas-fir
SEEDING		
Pro Time Companion in disturbed areas 7 lbs. per 1,000 sq. ft.		



1
L2
EVERGREEN TREE PLANTING DETAIL
SECTION
N.T.S.

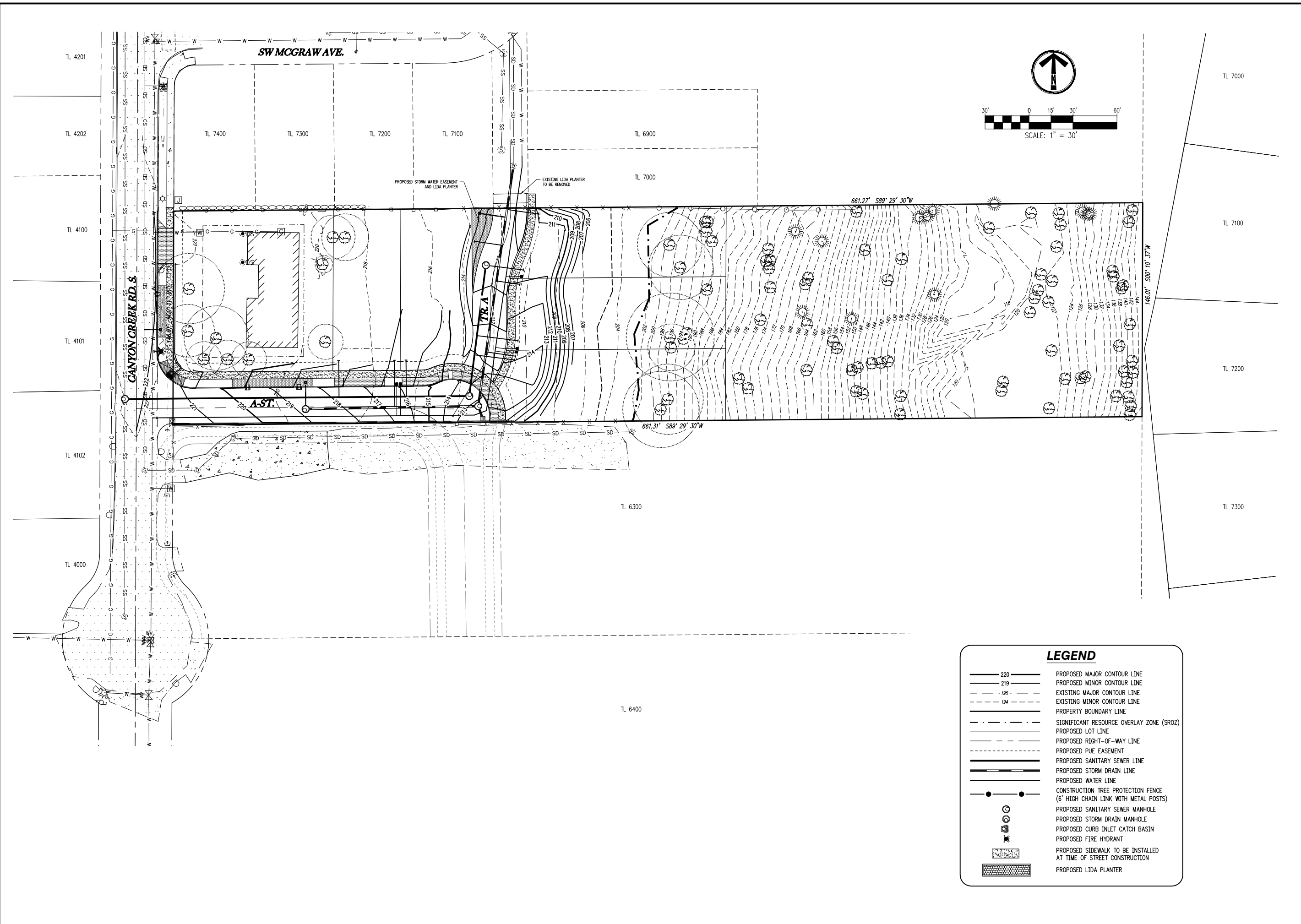
CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

TREE MITIGATION PLAN

REVISIONS	
NO.	DESCRIPTION
0	1ST SUBMITTAL

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FILE: P:\463-002 Canyon Creek S. PH. 2\Wg\plan\463-002-04tree Layout: 04 TREE MITIGATION PLAN, Plot Date: 5/7/2018 10:48 AM, By: Russell Walker



LEGEND

	220	PROPOSED MAJOR CONTOUR LINE
	219	PROPOSED MINOR CONTOUR LINE
	195	EXISTING MAJOR CONTOUR LINE
	194	EXISTING MINOR CONTOUR LINE
		PROPERTY BOUNDARY LINE
		SIGNIFICANT RESOURCE OVERLAY ZONE (SROZ)
		PROPOSED LOT LINE
		PROPOSED RIGHT-OF-WAY LINE
		PROPOSED PUE EASEMENT
		PROPOSED SANITARY SEWER LINE
		PROPOSED STORM DRAIN LINE
		PROPOSED WATER LINE
		CONSTRUCTION TREE PROTECTION FENCE (6' HIGH CHAIN LINK WITH METAL POSTS)
		PROPOSED SANITARY SEWER MANHOLE
		PROPOSED STORM DRAIN MANHOLE
		PROPOSED CURB INLET CATCH BASIN
		PROPOSED FIRE HYDRANT
		PROPOSED SIDEWALK TO BE INSTALLED AT TIME OF STREET CONSTRUCTION
		PROPOSED LIDA PLANTER

PRELIMINARY GRADING PLAN

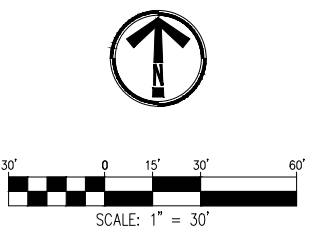
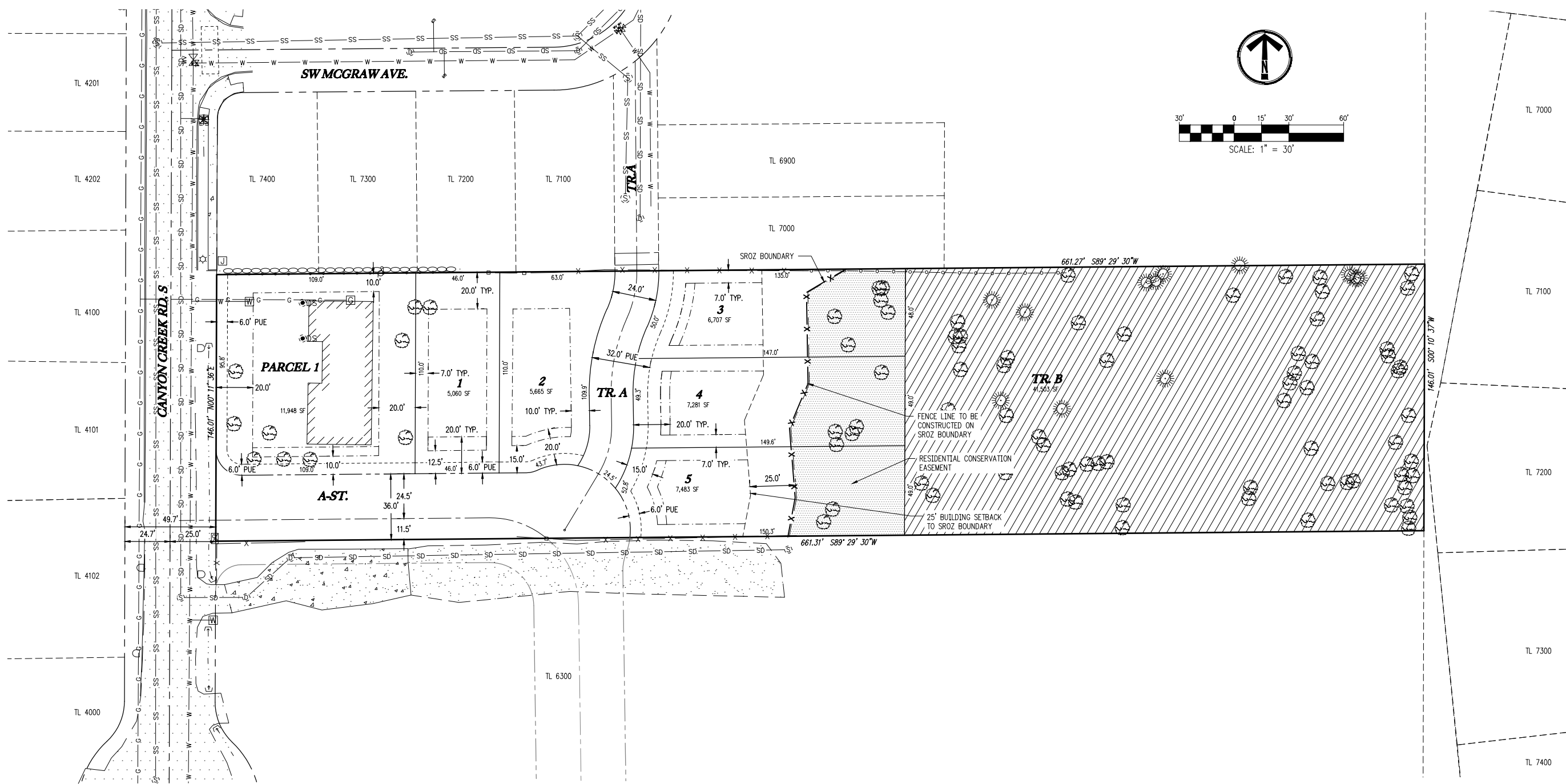
CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

REVISIONS	
NO.	DATE
0	x/xxxx
	DESCRIPTION
	1ST SUBMITTAL

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SHEET
05
OF
10



LEGEND

- RESIDENTIAL CONSERVATION EASEMENT ON LOTS 4, 5 AND 6
- NON USABLE AREA SROZ
- 6' P.U.E.
- SETBACK LINES
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- PROPOSED FENCE

PARCEL DATA

AREA: 2.22 Ac.
 PROPOSED ZONING: PDR-3
 TAX MAP: 31W13BD
 TAX LOTS: 6200
 NO. OF LOTS: 5
 PARCELS: 1

MINIMUM SETBACKS

FRONT: 15'
 OPEN FRONT PORCH: 10'
 KEY LOT: 12.5'
 SIDE: 7' FOR TWO OR MORE STORIES

STREET SIDE: 10'
 GARAGE DOOR: 20'
 REAR: 20' TWO OR MORE STORIES
 MAX HEIGHT: 35'

MAX LOT COVERAGE:

- 50% FOR LOTS CONTAINING LESS THAN 7,000 SQ. FT.
- 45% FOR LOTS BETWEEN 7,000-8,000 SQ. FT.
- 40% FOR LOTS EXCEEDING 8,000 SQ. FT.

MIN LOT WIDTH: 40'

SITE DATA

ZONE: PDR-3

TOTAL SITE AREA: 2.21 ACRES (96,547 SQ. FT.)
 PUBLIC/Private STREET: 0.21 ACRES (8,965 SQ. FT.)
 NON-BUILDABLE AREA: 1.22 ACRES (53,534 SQ. FT.)

5 LOTS/1 PARCEL
 MINIMUM LOT SIZE: 5,060 SQ. FT.
 MAXIMUM LOT SIZE: 11,948 SQ. FT.
 AVG. LOT SIZE: 7,190 SQ. FT.

TRACT 'B' DATA

USABLE AREA: 0.98 ACRES (43,013 SQ. FT.)
 NON-USABLE AREA: 1.22 ACRES (53,534 SQ. FT.)

NOTES:

- SW CANYON CREEK ROAD SOUTH AND SW DAYBREAK STREET ARE PUBLIC STREETS UNDER THE JURISDICTION OF THE CITY OF WILSONVILLE. THE PROPOSED PUBLIC STREET 'A' WILL ALSO BE UNDER WILSONVILLE'S JURISDICTION.
- FOLLOWING PLANNING APPROVAL AND PREPARATION AND APPROVAL OF REQUIRED CONSTRUCTION DRAWINGS THE FOLLOWING IMPROVEMENTS WILL BE INSTALLED: PUBLIC STREET 'A', PRIVATE STREET, SIDEWALKS ALONG ALL STREET FRONTAGES, TREE PLANTINGS AND LANDSCAPING SHOWN ON THE LANDSCAPING PLAN, AMENITIES IN PARK AS SHOWN ON LANDSCAPING PLAN AND BARK PATHWAY, ASSOCIATED UTILITIES.
- UNDERGROUND INSTALLATION OF UTILITIES SHALL TAKE PLACE IN ACCORDANCE WITH WILSONVILLE'S CODE REQUIREMENTS.
- CROSSWALKS (WHERE A PATHWAY CROSSES A PARKING AREA OR DRIVEWAY) SHALL BE CLEARLY MARKED WITH CONTRASTING PAINT OR PAVING MATERIALS (E.G. PAVERS, LIGHT-COLOR CONCRETE INLAY BETWEEN ASPHALT, OR SIMILAR CONTRAST).
- ALL STREET TREE PLACEMENT SHALL MEET THE STANDARDS OF PUBLIC WORKS STANDARDS.

CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

PRELIMINARY PLAT

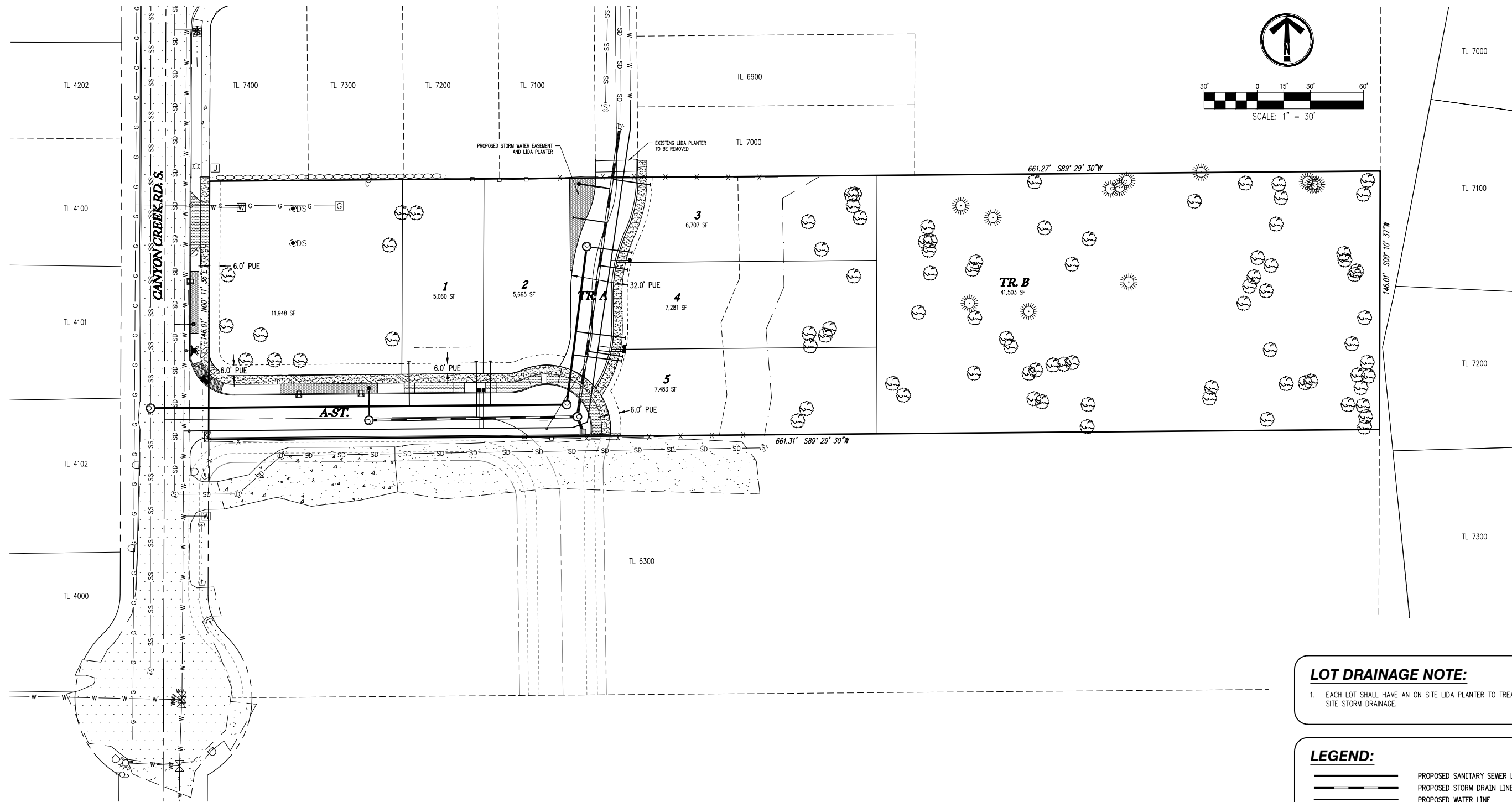
REVISIONS

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PRELIMINARY STORM WATER PLAN

SCALE: 1"=30'

LOT DRAINAGE NOTE:

1. EACH LOT SHALL HAVE AN ON SITE LIDA PLANTER TO TREAT ON SITE STORM DRAINAGE.

LEGEND:

- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED WATER LINE
- PROPOSED PUE EASEMENT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED CURB INLET CATCH BASIN
- PROPOSED FIRE HYDRANT
- PROPOSED BLOW-OFF
- LIDA PLANTER

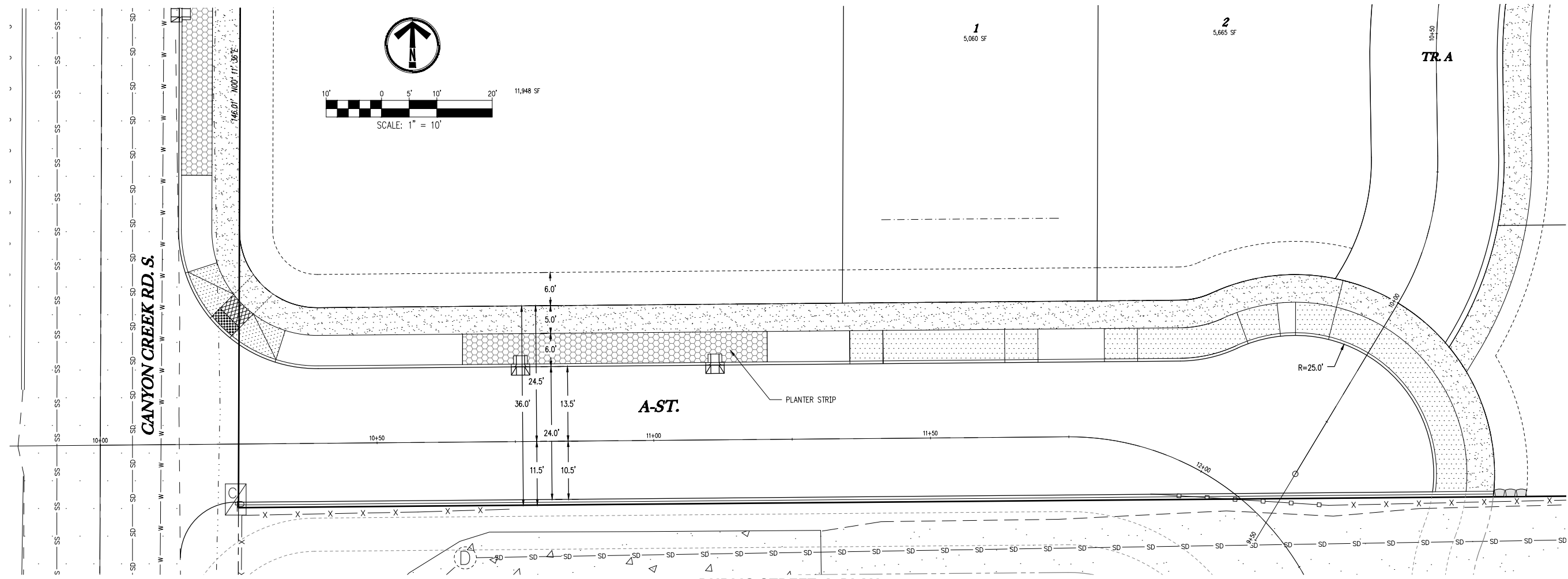
CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

**PRELIMINARY STORM
WATER AND UTILITIES
PLAN**

REVISIONS	
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	DESCRIPTION
	1ST SUBMITTAL

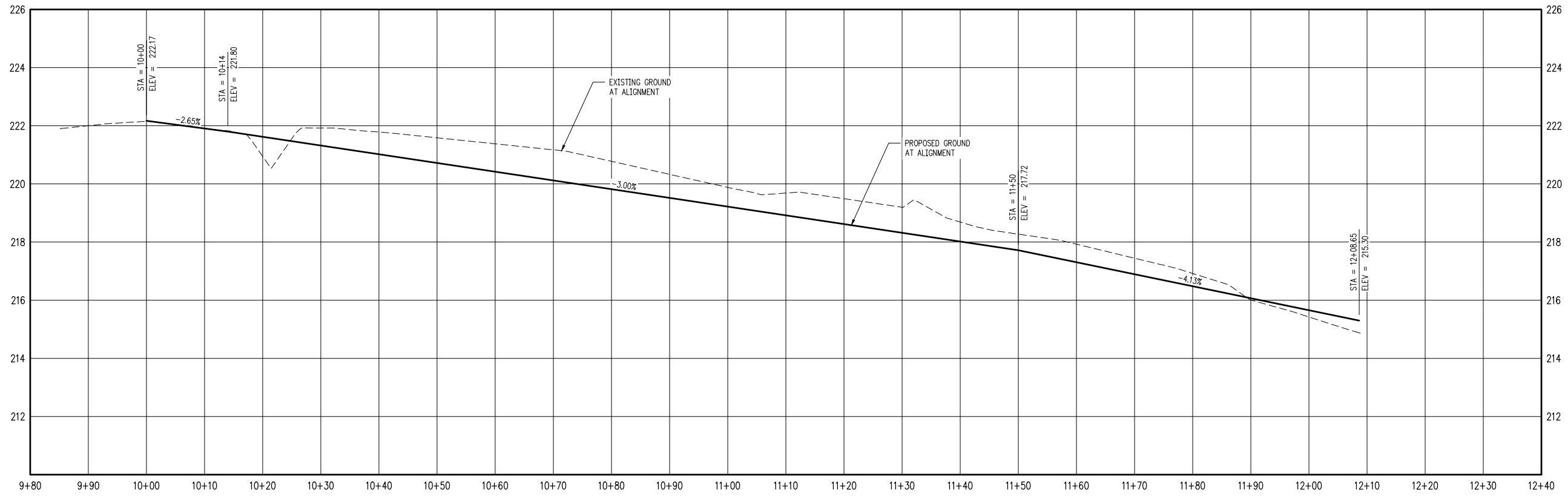
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PUBLIC STREET 'A' PLAN

SCALE: 1"=10'



PUBLIC STREET 'A' PROFILE

SCALE: 1"=10' HORIZ. 1"=5' VERT.

CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

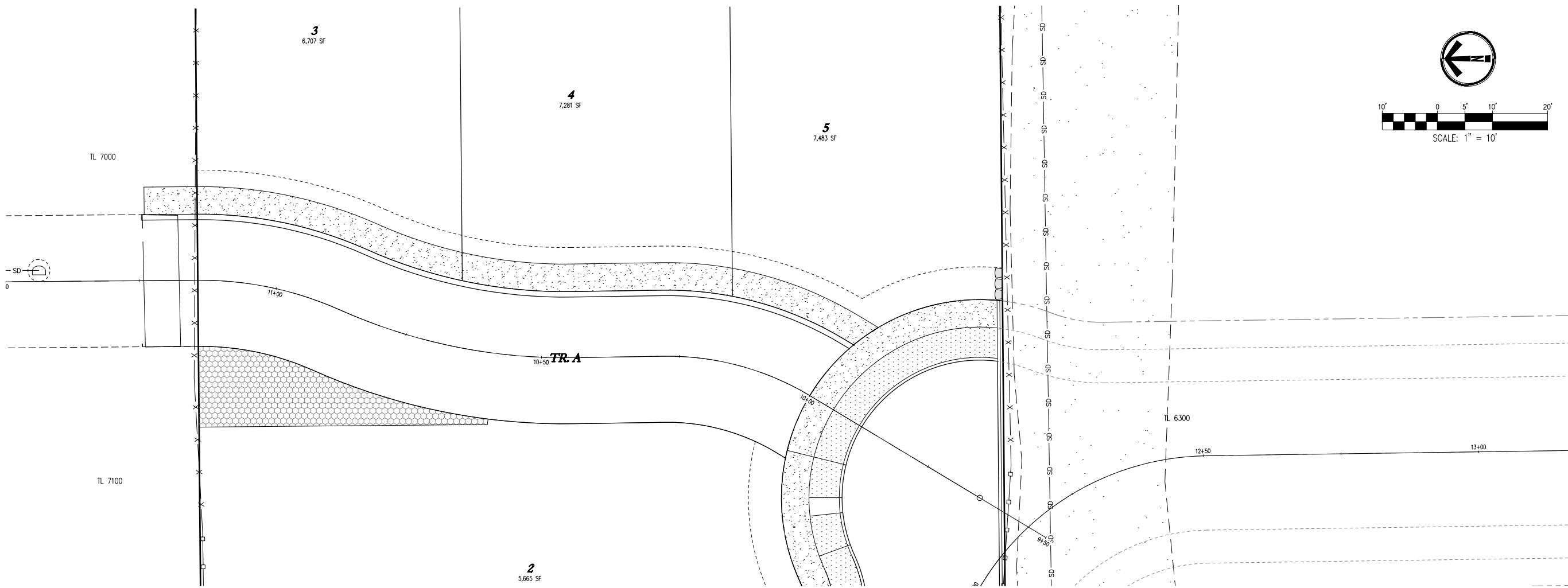
**STREET 'A' PLAN AND
PROFILE**

REVISIONS	
NO.	DESCRIPTION
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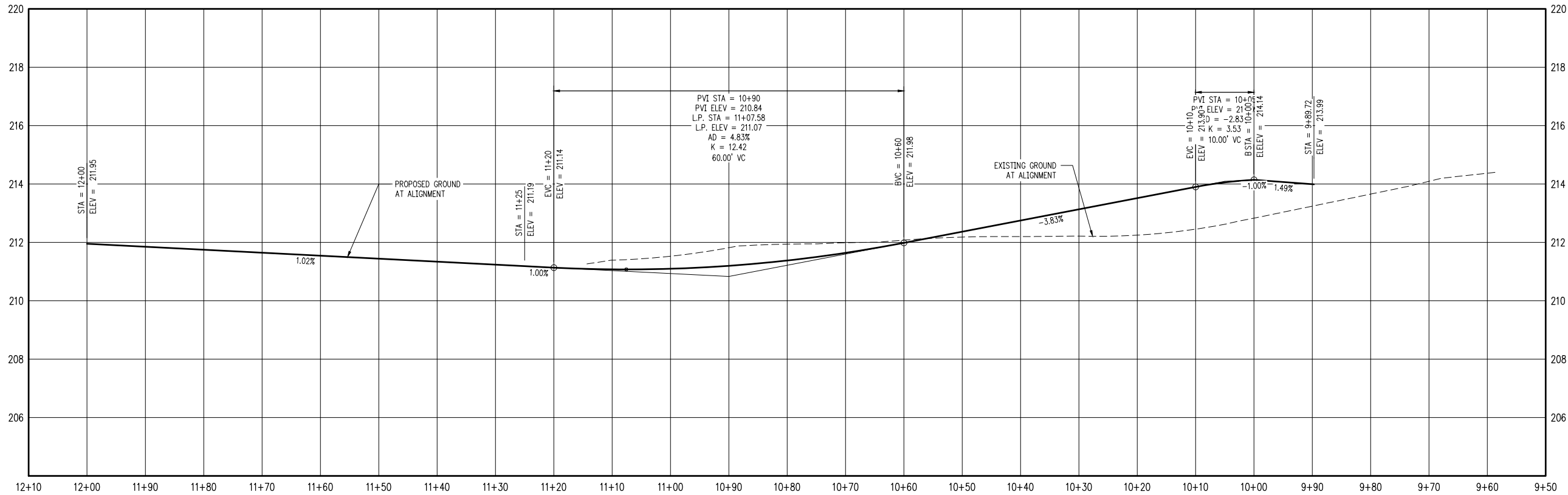
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SHEET
08
OF
10

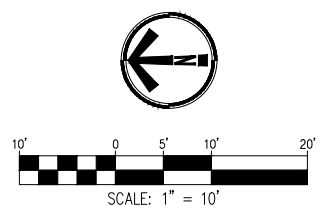
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PRIVATE STREET PLAN
SCALE: 1"=10'



PRIVATE STREET PROFILE
SCALE: 1"=10' HORZ. 1"=5' VERT.



CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON

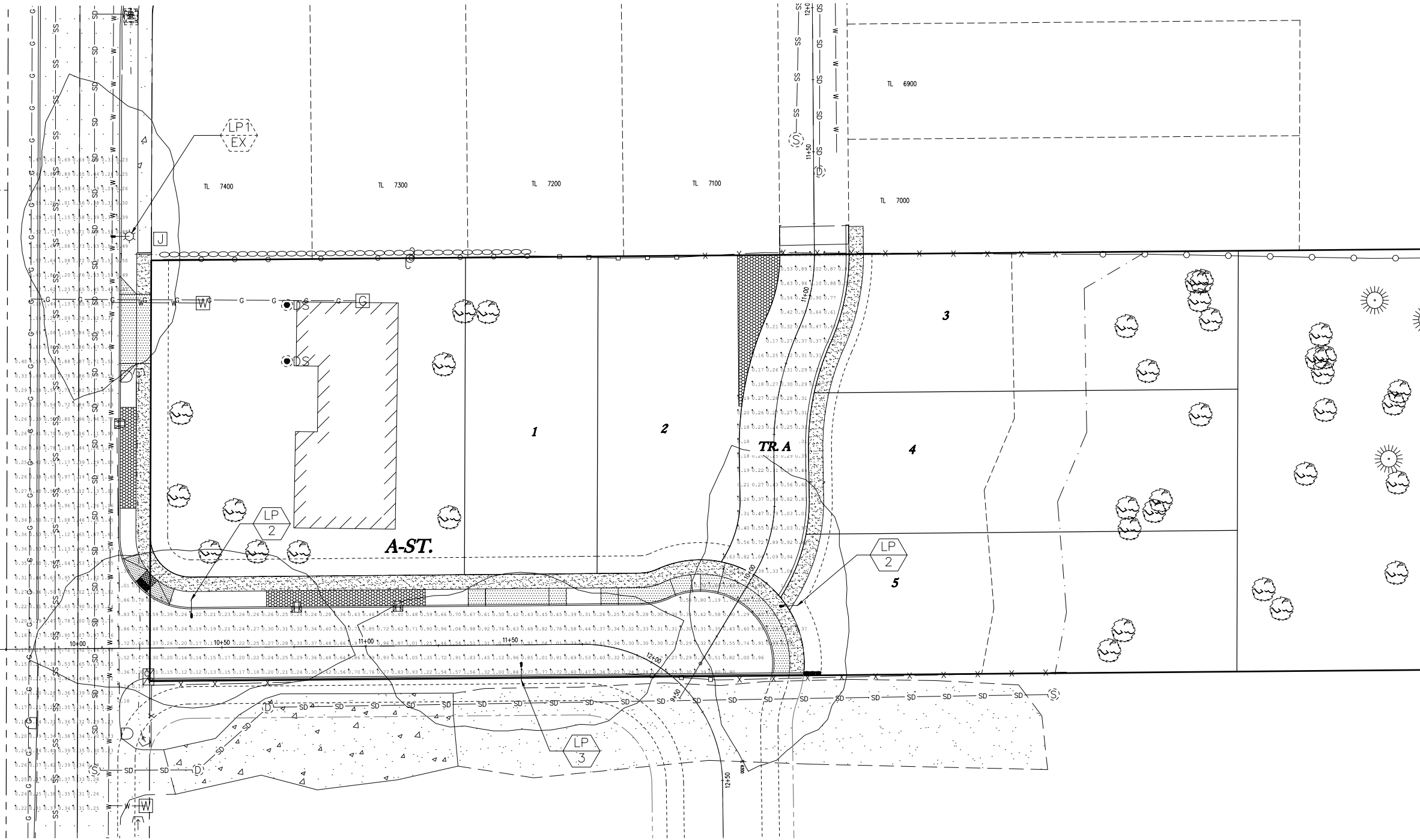
**PRIVATE STREET PLAN
AND PROFILE**

REVISIONS	
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CANYON CREEK RD. S



PRELIMINARY LIGHTING PLAN

SCALE: 1"=20'

LUMINAIRE SCHEDULE							
PROJECT: CANYON CREEK SOUTH							
QTY	LABEL	DESCRIPTION	WATTS	LUMENS	ARM	ARRANGEMENT	LLF
1	LP1-EXISTING STREETLIGHT	HPS, 'COBRAHEAD' STYLE, DROP LENS LUMINAIRE MOUNTED 25' ON A POWER POLE	100	9500	6	SINGLE	0.690
2	LP2-INSTALL STREETLIGHT	HPS, 'COBRAHEAD' STYLE, FLAT LENS LUMINAIRE MOUNTED 25' ON A FIBERGLASS POLE	100	9500	6	SINGLE	0.690
1	LP3-FUTURE STREETLIGHT	HPS, 'COBRAHEAD' STYLE, FLAT LENS LUMINAIRE MOUNTED 25' ON A FIBERGLASS POLE	100	9500	6	SINGLE	0.690

LIGHTING PLAN

REVISIONS

NO.	DATE	DESCRIPTION
0	x/xxxx	1ST SUBMITTAL

EMERIO Design

6445 SW FALLBROOK PLACE, SUITE 100
 BEASLEY, OREGON 97105
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

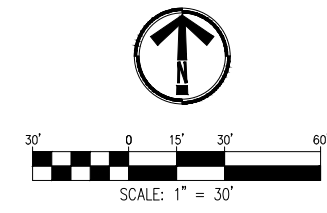
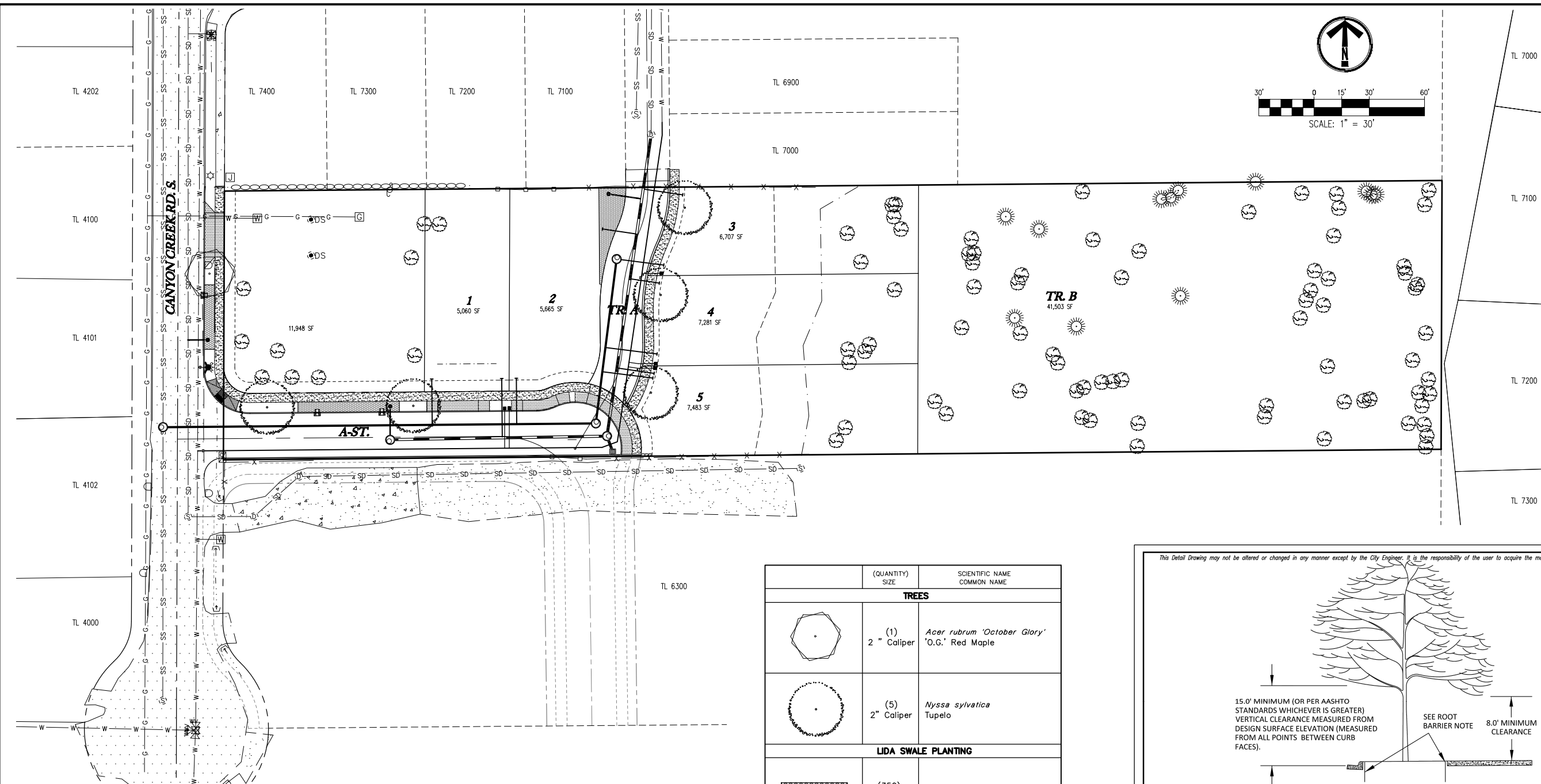
SHEET

10

OF

10

CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON



STREET TREE PLAN
SCALE: 1"=30'

	(QUANTITY) SIZE	SCIENTIFIC NAME COMMON NAME
TREES		
	(1) 2" Caliper	<i>Acer rubrum</i> 'October Glory' 'O.G.' Red Maple
	(5) 2" Caliper	<i>Nyssa sylvatica</i> Tupelo
LIDA SWALE PLANTING		
	(350) 1 gallon	<i>Juncus effusus</i> Soft Rush
	(350) 1 gallon	<i>Juncus patens</i> Spreading Rush
	(145) 1 gallon	<i>Fragaria chiloensis</i> Strawberry
NOTE: ALL STREET TREE PLACEMENT SHALL MEET THE STANDARDS OF PUBLIC WORKS STANDARDS.		

This Detail Drawing may not be altered or changed in any manner except by the City Engineer. It is the responsibility of the user to acquire the most current version.

NOTES:

- 5' MINIMUM CLEARANCE FROM UNDERGROUND UTILITIES AND LATERALS. LANDSCAPE DESIGN OF TREES AND ENGINEERING DESIGN OF UNDERGROUND SERVICES SHALL BE COORDINATED.
- TREES SHALL BE CENTERED BETWEEN CURB AND SIDEWALK.
- CITY APPROVED ROOT BARRIER METHOD TO BE USED FOR ALL STREET TREES LOCATED WITHIN 8 FEET OF ALL CURBS AND SIDEWALKS. ROOT BARRIER SHALL EXTEND TO A DISTANCE OF 20" CENTERED WITH THE TREE BASE. BARRIER SHALL BE 2"-4" FROM CURB OR SIDEWALK AND EXTEND A MINIMUM OF 24" IN DEPTH.
- WHEN TREES ARE WITHIN TREE WELLS, ROOT BARRIER SHALL BE PLACED ON ALL SIDES.
- PARALLEL PARKING: LOCATE TREE BETWEEN ON-STREET PARKING SPACES. THIS LOCATION PRECLUDES DOORS OPENING ONTO TREES AND PASSENGERS EXITING IN CONFLICT WITH TREE PLACEMENT.
- DIAGONAL PARKING: LOCATE TREE MINIMUM 3' AWAY FROM LEFT STALL LINE TOWARD THE CENTER OF THE PARKING SPACE. THIS LOCATION ATTEMPTS TO AVOID THE FRONT END OF THE PARKED CAR OVERHANGING THE CURB.

Street Tree Location and Clearances			CITY OF WILSONVILLE PUBLIC WORKS STANDARDS
DRAWING NUMBER: RD-1240	DRAWN BY: SR	SCALE: N.T.S.	
FILE NAME: RD-1240.DWG	APPROVED BY: NK	DATE: 12/31/14	

**CANYON CREEK SOUTH
TAX LOT 6200
TAX MAP 31W13BD
NW 1/4 OF SEC.13, T.3S R.1W W.M.
WILSONVILLE, OREGON**

STREET TREE PLAN

REVISIONS	
NO.	DESCRIPTION
0	1ST SUBMITTAL

**EMERIO
Design**

6445 SW FALLBROOK PLACE, SUITE 100
BEASLEY, OREGON 97105
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www.emeriodesign.com

FILE: P:\463-002 Canyon Creek S PH 2\Wkg\plan\463-002_L1Trees_Layout: L1 STREET TREE PLAN, Plot Date: 5/7/2018 10:53 AM, by: Russell Walker



5885 SW Meadows Road, Suite 150
Lake Oswego, OR 97035
Phone (503) 624-4900 Fax

WFG National Title Insurance Company
Mary Ann Hughes
5885 SW Meadows Road, Suite 150
Lake Oswego, OR 97035

Date Prepared: January 16, 2018

PRELIMINARY TITLE REPORT

Order Number: **17-113114**
Escrow Officer: Mary Ann Hughes
Phone: (503) 624-4900
Fax: (503) 210-1645
Email: MAHughes@wfgnationaltitle.com

Seller(s): Dave L. Kersten
Buyer(s): Samm-Miller, LLC and Neil Fernando

Property: 28600 SW Canyon Creek Road S, Wilsonville, OR 97070

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This Report (and any Amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report. The Report shall become null and void unless a policy is issued and the full premium paid.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lot 7, BRIDLE TRAIL RANCHETTS, in the City of Wilsonville, County of Clackamas, State of Oregon.

PARCEL 2:

Part of Section 13, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest corner of said Lot 7, BRIDLE TRAIL RANCHETTS; thence North 89° 29' 30" East, along said Northerly line of Lot 7 and the Easterly extension thereof, 649.98 feet to the North-South center line of said Section 13; thence South 00° 40' 00" West, along said North-South center line 146.01 feet; thence leaving said North-South center line South 89° 29' 30" West, parallel with the Northerly line of said Lot 7, 648.72 feet to the Easterly right-of-way line of Jensen Road; thence North 0° 10' 30" East, along said Easterly right-of-way line of Jensen Road, 146.00 feet to the point of beginning.

SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

6. Any adverse claim based upon the assertion that:
 - a) Said land or portion thereof is now or at any time has been below the high water mark of Boeckman Creek.
 - b) Said land has been removed from or brought within the boundaries of the premises by the process of erosion or an avulsive movement of Boeckman Creek or has been formed by a process of accretion or reliction or has been created by artificial fill.
 - c) Rights of the public and governmental bodies in and to any portion of the premises herein described lying below the high water mark of the Boeckman Creek, including any ownership rights which may be claimed by the State of Oregon below the high water mark.
7. Easement as shown on the plat:

For	:	Bridle trail
Affects	:	a portion of the premises herein
8. Easement, including the terms and provisions thereof:

For	:	Bridle trail
Granted to	:	Owners of lots in Bridle Trail Acres
Recorded	:	May 5, 1967
Recording No(s)	:	(book) 689 (page) 646
Affects	:	a portion of the premises herein
9. Covenants, Conditions and Restrictions, including the terms and provisions thereof, but omitting any restrictions based on race, color, religion or national origin appearing of record:

Recorded	:	June 24, 1971
Recording No(s)	:	<u>71-014366</u>
10. Agreement, including the terms and provisions thereof:

Recorded	:	July 2, 1971
Recording No(s).	:	<u>71-015298</u>

11. Easement, including the terms and provisions thereof:
 For : Bridle trail
 Recorded : November 14, 1972
 Recording No(s) : [72-034711](#)
 Affects : a portion of the premises herein
12. Unpaid Taxes for 2017 -2018
 Levied Amount : \$6,108.75
 Balance Owing : \$4,072.50, plus interest and fees, if any
 Property ID No. : 00806694
 Levy Code : 003-023
 Map Tax Lot No. : 31W13B 01100
13. City liens, if any, of the City of Wilsonville. We find none as of September 21, 2017.
14. Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
 Grantor : David L. Kersten and Jeanette J. Kersten, as tenants by the entirety
 Trustee : Ticor Title Insurance Company
 Beneficiary : Mortgagelt, Inc. and MERS solely as Nominee for Mortgagelt, Inc.
 Dated : July 14, 2006
 Recorded : July 19, 2006
 Recording No(s) : [2006-065923](#)
 Amount : \$431,250.00
15. Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
 Grantor : David L. Kersten and Jeanette J. Kersten, as tenants by the entirety
 Trustee : Ticor Title Insurance Company
 Beneficiary : Mortgagelt, Inc. and MERS solely as Nominee for Mortgagelt, Inc.
 Dated : July 14, 2006
 Recorded : July 19, 2006
 Recording No(s) : [2006-065924](#)
 Amount : \$143,750.00
16. Line of Credit Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
 Grantor : David L. Kersten and Jeanette J. Kersten, as tenants by the entirety
 Trustee : First American Equity Loan Services
 Beneficiary : KeyBank National Association
 Dated : May 31, 2013
 Recorded : May 8, 2014
 Recording No(s) : [2014-021639](#)
 Amount : \$250,000.00

END OF EXCEPTIONS

NOTE: In no event shall WFG National Title Insurance Company have any liability for the tax assessor's imposition of any additional assessments for omitted taxes unless such taxes have been added to the tax roll and constitute liens on the property as of the date of closing. Otherwise, such omitted taxes shall be the sole, joint and several responsibility of seller(s) and buyer(s), as they may determine between themselves.

NOTE: We find NO judgments or Federal Tax Liens against the name(s) of Samm-Miller, LLC and Neil Fernando.

NOTE: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the prelim and Schedule B of the policy):The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this preliminary title report:

None of Record

NOTE: The following applicable recording fees will be charged by the county:

Multnomah County-First Page	\$42.00
Washington County-First Page	\$41.00
Clackamas County-First Page	\$53.00
Each Additional Page	\$ 5.00
Non-standard Document Fee	\$20.00
E-recording Fee	\$ 5.00

NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 st through June 30 th
Taxes become a lien on real property, but are not yet payable.	July 1 st
Taxes become certified and payable (approximately on this date)	October 15 th
First one third payment of taxes are due	November 15 th
Second one third payment of taxes are due	February 15 th
Final payment of taxes are due	May 15 th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date.
No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

NOTE: THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THESE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, CONTACT THE ESCROW AGENT.

End of Report

Your Escrow Officer

Mary Ann Hughes
WFG National Title Insurance Company
5885 SW Meadows Road, Suite 150
Lake Oswego, OR 97035
Phone: (503) 624-4900
Fax: (503) 210-1645
Email: teamhughes@wfgnationaltitle.com

Your Title Officer

Jeff Knox

WFG National Title Insurance Company

12909 SW 68th Pkwy., Suite 350

Portland, OR 97223

Phone: **(503) 431-8507**

Fax: **(503) 684-2978**

Email: **JKnox@wfgnationaltitle.com**



WFG National Title Insurance Company is prepared to issue, as of the date specified in the attached Preliminary Title Report (the Report), a policy or policies of title insurance as listed in the Report and describing the land and the estate or interest set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as a General or Specific Exception or not excluded from coverage pursuant to the printed Exclusions and Conditions of the policy form(s).

The printed General Exceptions and Exclusions from the coverage of the policy or policies are listed in Exhibit One to the Report. In addition, the forms of the policy or policies to be issued may contain certain contract clauses, including an arbitration clause, which could affect the party's rights. Copies of the policy forms should be read. They are available from the office which issued the Report.

The Report (and any amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report.

The policy(s) of title insurance to be issued will be policy(s) of WFG National Title Insurance Company.

Please read the Specific Exceptions shown in the Report and the General Exceptions and Exclusions listed in Exhibit One carefully. The list of Specific and General Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy to be issued and should be read and carefully considered.

It is important to note that the Report is not an abstract of title, a written representation as to the complete condition of the title of the property in question, and may not list all liens, defects and encumbrances affecting title to the land.

The Report is for the exclusive use of the parties to this transaction, and the Company does not have any liability to any third parties or any liability under the terms of the policy(s) to be issued until the full premium is paid. Until all necessary documents are recorded in the public record, the Company reserves the right to amend the Report.

Countersigned

A handwritten signature in cursive script, appearing to read 'C. Sucker', is written in black ink.

Exhibit One
2006 American Land Title Association Loan Policy 6-17-06
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

THE ABOVE POLICY FORM MAY BE ISSUED TO AFFORD EITHER Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY 6-17-06
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.



ABOUT YOUR PRIVACY

At WFG, we believe it is important to protect the privacy and confidences of our customers. This notice is intended to explain how we collect, use, and protect any information that we may collect. It will explain the choices you may make about the use of that information.

What Information Do We Collect About You?

We collect certain types of information about you. This may consist of:

- Your name, address, and telephone number.
- Your email address.
- Your social security or government ID numbers.
- Your financial information.

We collect this information from:

- The application or other forms you fill out with us.
- The correspondence you and others direct to us.
- Our transactions with you.
- Others involved in your transaction, including the real estate agent or lender.

In some cases, we collect information from third parties. For instance, we may receive real estate information from local assessor's offices.

How Do We Use This Information?

We use the information we collect to respond to your requests. **WE DO NOT SHARE** your information with other companies.

How Can You "Opt Out?"

We do not share your information so there is no need to opt out.

The information We Collect About You On Our Website

When you enter our website, we automatically collect and store certain information. This consists of:

- Your IP Address
- (Internet Protocol Address) and domain name.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.

If you register with us or fill out an online survey, we will collect additional personal information, such as your name, telephone number, email address and mailing address.

Cookie Usage

In order to provide you with customized service, we make use of "cookies." Cookies are essentially files that help us identify your computer and respond to it. You may disable cookies on your own computer, but you may not be able to download online documents unless cookies are enabled.

How We Use Information

The information we collect concerning:

- Your browser
- The time and date of your visit
- The web pages or services you accessed

is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and to help with maintenance.

We use information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

Your Right to See and Correct Information

If you wish to see the information collected about you, please contact your settlement agent.

Children's Policy

We do not knowingly collect information from children under the age of 18. We delete any information that we discover has been provided by children.

Security

--Generally

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys will be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

--Phishing and Pretexting

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will never send you an unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at Compliance@wfgnationaltitle.com.

Oregon Residents

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt out of tracking their internet access (Do Not Track or DNT), we do not currently respond to the various DNT signals.

How to Contact Us

If you have any questions about our privacy policy, please contact WFG:

- By email: Compliance@wfgnationaltitle.com
- By telephone: 800-385-1590
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

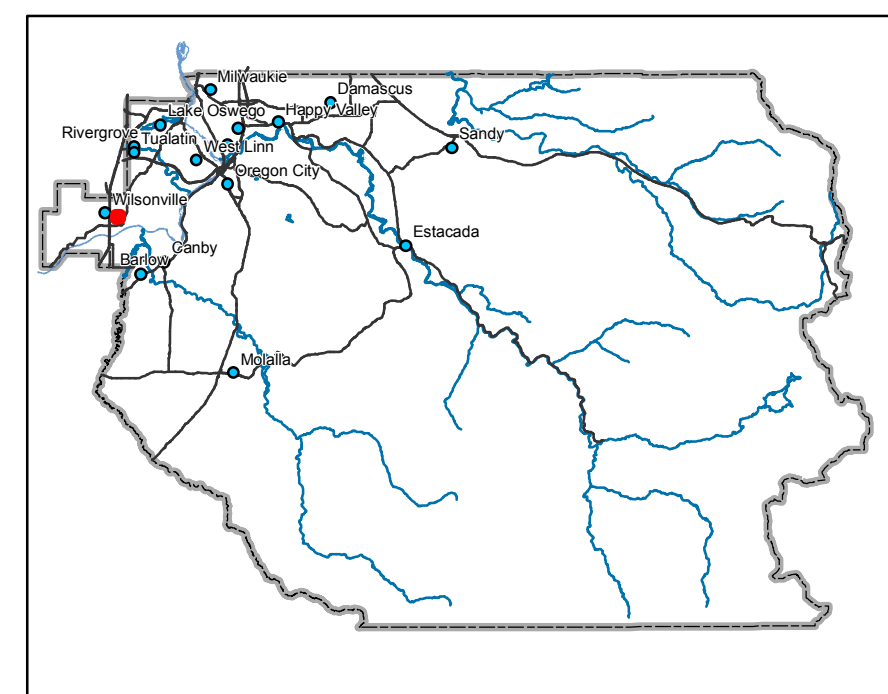
WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE



Cancelled Taxlots



- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

7/17/2017

AFTER RECORDING, RETURN TO:

**BYLAWS OF
ASPEN MEADOWS HOMEOWNERS' ASSOCIATION**

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**BYLAWS
OF
ASPEN MEADOWS HOMEOWNERS' ASSOCIATION**

**ARTICLE 1
PLAN OF LOT OWNERSHIP; DEFINITIONS**

1.1 Bylaws Applicability. These Bylaws apply to the Lots and the Common Area in Aspen Meadows, a planned community in Clackamas County, Oregon, that have been subjected to the Declaration of Covenants, Conditions and Restrictions for Aspen Meadows (the "Declaration"), as well as to the Aspen Meadows Homeowners' Association (the "Association") and the entire management structure thereof.

1.2 Lots; Property. The Lots and the Common Area may be collectively referred to in these Bylaws as the "Property" or "Project" and the Lots individually as a "Lot" or collectively as the "Lots."

1.3 Personal Application. All present or future Owners, tenants, Occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provision hereof.

1.4 Definitions. Capitalized terms used but not defined herein shall have meanings attributed to them in Article 1 of the Declaration.

1.5 Oregon Planned Community Act. The Property, all Lots and Owners thereof, the Association and all Members thereof, shall be subject to the Oregon Planned Community Act, ORS 94.550 et seq. (the "PCA").

**ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF OWNERS, QUORUM, PROXIES**

2.1 Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the Property, Lot ownership shall be determined from the records maintained by the Association. The record shall be established by the Owner filing with the Association a copy of the deed to or land sale contract for such Owner's Lot, to which shall be affixed the certificate of the recording officer of the County of Clackamas, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as an Owner unless a copy of the deed or contract has been filed with the Association as provided above showing such Owner to be the current Owner or contract purchaser of a Lot. Notwithstanding the foregoing, Declarant shall be the Owner of all previously unsold Lots, although no deed or land sale contract, with respect to such Lots, has been filed with the Association.

2.2 Voting Rights. The Association shall have two (2) classes of voting Members:

2.2.1 Class A. Class A Members shall be all Owners of Lots other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

2.2.2 Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall have three (3) votes for each Lot owned; provided, however, that Class B membership shall cease on the Termination Date, as defined in Section 3.3. After termination of Class B membership, each Owner (including Declarant) shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall equal the total number of Lots annexed to the Property and subjected to these Bylaws.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

2.3 Majority of Owners. As used in these Bylaws, the term “majority” shall mean those Owners holding over fifty percent (50%) of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. “Majority of Owners present” shall mean Owners holding over fifty percent (50%) of the votes present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners holding twenty percent (20%) or more of the outstanding votes in the Association, as defined in Section 2.2 of this Article, shall constitute a quorum.

2.5 Voting; Proxies. Owners may cast votes in person, by written ballot, or by proxy. Proxies must be filed with the Secretary of the Association (“Secretary”) before or during the appointed meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.8. Proxies and ballots must be retained by the Association for one (1) year from the date of the determination of the vote, except that proxies and ballots relating to an amendment must be retained by the Association for one (1) year from the date the amendment is effective.

2.6 Authority to Vote. All Owners, including those who have leased their Lot to a third party, shall be entitled to vote. An Owner’s right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the Lot shall be deemed the Owner thereof, unless otherwise provided in such contract.

2.7 Fiduciaries and Joint Owners. An attorney-in-fact, executor, administrator, guardian, conservator or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held by such person in such capacity, whether or not the same shall have been transferred to such person’s name, provided that such person has satisfied the Secretary that such person is the attorney-in-fact, executor, administrator, guardian, conservator or trustee holding such Lot in such capacity. Whenever any Lot is owned by two (2) or more persons jointly according to the records of the Association, the vote of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be

entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Lot shall be disregarded for all purposes, except for determining whether a quorum is present.

ARTICLE 3 **ADMINISTRATION**

3.1 Association Responsibilities. The Owners shall constitute the Members of the Association. Except as otherwise provided in the Declaration or these Bylaws, decision and legal meeting. A legal meeting in one duly called pursuant to these Bylaws at which a quorum is present, in person or by proxy at a formal gathering or, if a vote is taken by written ballots, when ballots are returned representing more than fifty percent (50%) of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

3.2 Place of Meetings. Formal meetings of the Association shall be held suitable places convenient to the Owners as may be designated by the Board of Directors of the Association (the "Board").

3.3 Turnover Meeting. Declarant shall call a meeting (which shall be the initial meeting) for the purpose of turning over administrative control of the Association from Declarant to the Members within sixty (60) days after of the earliest of the following dates (the "Termination Date"):

3.3.1 Latest Date. The date on which the last Lot in Aspen Meadows has been sold and conveyed to an Owner other than Declarant; and

3.3.2 Optional Date. The date on which Declarant delivers written notice to the Association of termination of Class B membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in these Bylaws. If Declarant does not call such meeting as required under this Section 3, the transitional advisory committee or any Owner may do so.

At the Turnover Meeting, Declarant shall relinquish control of the administration of the Association and the Owners shall assume such control and shall elect the Board in accordance with the provisions of Article 4 of these Bylaws and change the registered agent of the Association with the Oregon Secretary of State. Additionally, Declarant shall deliver to the Association all business and financial records, together with all Association bank accounts, funds and other assets as required by ORS 94.616. The turnover meeting may not be conducted by written ballot.

3.4 Transitional Advisory Committee. Declarant shall form a transitional advisory committee (the "Committee") to provide for the transition of administrative control of the Association from Declarant to the Class A Members. Within sixty (60) days after Declarant has conveyed fifty percent (50%) or more of Lots then existing in the Project to Owners other than a successor declarant, Declarant shall call a meeting of Owners for the purpose of selecting the Committee, which shall consist of three (3) Members. The Class A Members shall, by majority vote, elect two (2) Members, and Declarant shall elect one (1) Member.

The Committee's function shall be facilitating the transfer of control of the administration of the Association from Declarant to the Owners. The Committee shall have access to the information, documents and records that Declarant must turn over to the Owners under the PCA and this Article 3.

Declarant shall give notice of the meeting required under this Section 3.4 to each Owner at least seven (7), but not more than fifty (50), days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If Declarant does not call such a meeting within the time specified, an Owner may call such meeting. If the Owners, other than Declarant, do not select Members for the Committee under this Section 3.4, Declarant shall have no further responsibility to form the Committee.

3.5 Annual Meetings. The Board, by a Board action, shall cause the first annual meeting of the Association to be held during the calendar year following the calendar year in which the Turnover Meeting is held. The Board, at its discretion, from time to time, may change the meeting date, provided that the meeting is held annually. At such meetings, the Owners shall elect new members of the Board in accordance with the requirements of Section 4.7 of these Bylaws to replace those Directors whose terms have expired. The Owners also may transact such other business of the Association as may properly come before them. Annual meetings of Association may not be conducted by written ballot.

3.6 Special Meetings. The President shall call a special meeting of the Owners if so directed by a resolution of the Board or a petition, presented to the Secretary and signed by thirty percent (30%) or more of the Owners. All meetings called because of petition of Owners shall be held at a formal gathering, and not by written ballot, notice of which shall be sent within thirty (30) days after the Secretary's receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business other than that stated in such notice shall be transacted at a special meeting unless by consent of all the Owners of the Lots or as otherwise set out in the Bylaws.

3.7 Notice of Meetings. The Secretary shall mail by first class mail, hand deliver, or deliver via electronic communication, a notice of each annual and special meeting, stating the purpose thereof and the time and place where such meeting is to be held, to each Owner of record at least ten (10) but not more than fifty (50) days before such meeting or the date on which ballots for a ballot meeting are required to be returned. The Board of Directors may propose that the Owners take an action by written ballot without a meeting, pursuant to the provisions of the PCA and the Oregon Nonprofit Corporation Act. Such notices shall be mailed to the Owner's mailing or email address last given to the Secretary in writing by the Owner or such Owner's vendee. If Lot ownership is split or the Lot has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the Lot shall be sufficient. The mailing or emailing of a notice in the manner provided in this Section shall be considered notice served. Provided however, an owner may decline to receive notices or ballots via electronic communication by written notice to the Secretary.

3.8 Adjourned Meetings. If any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours or more than twenty (20) days from the time of the original meeting. The adjournment provisions of this Section do not apply to actions proposed to be taken by written ballot.

3.9 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, any action that may be taken at any annual or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter as provided in ORS 94.647. Provided, however, action by written ballot may not substitute for the turnover meeting, annual meeting, meeting to remove a director or special meeting called at the request of the Owners. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide Owners with at least ten (10) days' notice as required by ORS 94.647 before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner and instructions for making and returning the ballot. The Board of Directors may extend the date for counting the ballots of a ballot meeting, in one or more extensions, for up to ninety (90) days after the originally scheduled ballot return date if a quorum of ballots has not been returned and/or for matters on which a certain percentage approval is required and that vote has not been received nor have sufficient votes in opposition been received to negate such approval. Provided, however, if a secret ballot is required, secrecy ballots may not be examined or counted prior to the date certain specified in the notice or any extension thereof.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Number and Qualification. The Board shall be composed of three (3) persons, all of whom must be an Owner or a co-owner of a Lot; provided, however, that if a Lot is owned by more than one (1) Owner, only one (1) co-owner of that Lot may serve on the Board of Directors at any one time. An officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust or estate owns a Lot.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be done by the Owners.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall have authority to carry out and be responsible for the following matters:

4.3.1 Upkeep of Common Area and Commonly Maintained Property. Care, upkeep and supervision of the Common Area and the Commonly Maintained Property.

4.3.2 Reserves. Establishment and maintenance of replacement Reserve Accounts which the Board deems prudent for replacement of Common Area improvements or facilities

and the Commonly Maintained Property.

4.3.3 Assessment Collection. Designation and collection of assessments from the Owners, in accordance with these Bylaws and the Declaration.

4.3.4 Budget; Voucher System. Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds, in accordance with these Bylaws and the Declaration.

4.3.5 Insurance. Procurement and maintenance of insurance policies and payment of premiums therefor out of the common expense funds, as more specifically provided in Article 8 of these Bylaws.

4.3.6 Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project.

4.3.7 Financial Statements. Causing the preparation and distribution of annual financial statements of the Association to each of the Owners, as more specifically provided in the Declaration.

4.3.8 Rules. Adoption and amendment of administrative Rules and Regulations governing the details of operation and use of the Common Area and administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration or any rules or regulations promulgated thereunder. Provided, however, that any such Rules and Regulations shall always be subject to rescission or amendment by the Association upon a majority vote of Owners present at any properly called meeting.

4.3.9 Copies of Documents; Bank Accounts. Causing the Association to comply with ORS 94.670 relating to maintenance within the State of Oregon of documents delivered to the Association by the Declarant, depositing all assessments in a separate federally insured account in the name of the Association, payment of all expenses of the Association from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 94.670.

4.3.10 Tax Returns. Causing the Association to file the necessary tax returns of the Association.

4.3.11 Mailing Address. Establishing and maintaining a current mailing address for the Association.

4.3.12 Professional Services. Employment of legal, accounting, and other personnel or consultants for reasonable compensation to perform such services as may be required for the proper administration of the Association, and preparing and filing the required income tax returns or forms.

4.4 Limited Authority. The Board shall not take any of the following actions, except with the vote or written assent of a majority of the voting power of the Owners other than Declarant:

4.4.1 Third Party Contracts. Enter into a contract with a third party wherein the third person will furnish goods or services for the Common Area, the Commonly Maintained Property, or the Association for a term longer than one (1) year with the following exceptions:

(a) Management contract, the provisions of which have been approved by the Federal Housing Administration, U.S. Housing and Urban Development or Veterans Administration.

(b) A contract with a public utility company in Clackamas County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(c) A prepaid casualty and/or liability insurance policy the term of which does not exceed three (3) years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 Capital Expenditures. Incur aggregate expenditures for capital improvements (as opposed to maintenance, repair and replacement costs) to the Common Area, the Commonly Maintained Property, during any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

4.4.3 Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business;

provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 Management Agent. The Board may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws. Any such management contract must be cancelable without penalty upon ninety (90) days' written notice. Any management contract entered into by the Declarant before the Turnover Meeting may be canceled by the Board of Directors elected at the turnover meeting upon thirty (30) days' written notice given not later than sixty (60) days after the turnover meeting.

4.6 Interim Board and Officers. Declarant hereby reserves administrative control of the Association until the Turnover Meeting. Declarant, in its sole discretion, may appoint and remove members of the Board and officers of the Association whose terms of service shall end on or before the date of the Turnover Meeting. However, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

4.7 Election and Term of Office. At the Turnover Meeting of the Association, the term of office of two (2) Directors shall be fixed for two (2) years. The term of office of one (1) Director shall be fixed at one (1) year. Should the number of Directors serving on the Board be increased, the same sequential election terms shall apply as nearly as is practicable. Upon expiration of the initial term of office of each respective Director, such Director's successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the Turnover Meeting, upon agreement by vote of the Owners, the Owners may elect Directors by using a ballot that permits each Owner to vote for three (3) nominees. In such event, the two (2) nominees receiving the highest number of votes shall be the two (2) year Directors and the nominee receiving the next highest number of votes shall be the one (1) year Director.

4.8 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

4.9 Removal of Directors. At any legal annual or special meeting at which removal of a Director is on the agenda (not including actions proposed to be taken by written ballot without a meeting), any one (1) or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners and a successor may be then and there elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one (1) or more named Directors is an agenda item for such meeting. The owners must vote on removal of each Director whose removal is proposed as a separate question. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at such meeting.

4.10 Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the Association meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to hold such meeting legally, providing a majority of the newly elected Directors are present.

4.11 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board may be called by the President on at least three (3) days' notice to each Director, given personally or by mail, telephone, e-mail or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.12 Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) Directors. Special meetings of the Board may be called on at least three (3) days' notice to each Director, given personally or by mail, telephone, e-mail or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

4.13 Waiver of Notice to Directors. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

4.14 Board of Directors' Quorum. At all meetings of the Board, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.15 Board Meetings Open to All Association Members. Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Association Member shall have a right to participate in the Board's meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be done in executive sessions:

- 4.15.1 Consultation with legal counsel;
- 4.15.2 Consideration of personnel matters, including salary negotiations and employee discipline;
- 4.15.3 Negotiations of contracts with third parties;
- 4.15.4 Collection of assessments; and

4.15.5 Consideration of any other matter permitted by the PCA to be discussed in executive session.

Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

4.16 Notice to Association Members of Board Meetings. For other than emergency meetings, notice of special Board meetings shall be mailed or delivered via electronic communication to each Owner at least seven (7) days before the meeting or at least three (3) days' notice by hand delivery to each Lot Owner's address or by facsimile transmission. The Board shall give Owners notice of regular Board meetings at the beginning of each year by first class mail or other reasonable means setting out the time and place of the regular meetings. For any changed time or place, the notice requirements for special meetings shall apply.

4.17 Emergency Meetings. In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least seventy-five percent (75o/o) of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

4.18 Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the Owners.

ARTICLE 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and such officer's successor may be elected at any regular or special meeting of the Board.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident of the office of secretary.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6

OBLIGATIONS OF THE OWNERS

6.1 Assessments. All Owners are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses, as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. Declarant (before turnover) and the Board (after turnover) may, but shall not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual assessment or any installment in advance.

6.2 Investment of Reserve Account Funds. Assessments paid into Reserve Accounts shall be kept with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the Reserve Accounts are the property of the Association and are not refundable to sellers of Lots. However, nothing contained herein shall prevent sellers of Lots from treating their outstanding allocable share of Reserve Accounts as a separate or reimbursable item in a sales agreement. No Owner shall have any individual rights in any of these reserves, although it is understood that the value of an Owner's Lot may increase in proportion to such Lot's right to receive repair, maintenance and replacement therefrom.

6.3 Initial Assessment. The amount of the initial assessment due from Lot Owners other than the Declarant shall be determined by the Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors.

6.3.1 Contribution to Working Capital. At closing of the sale of each Lot, each purchaser shall contribute to the Association a sum of \$350.00 to the working capital of the Association. The working capital contribution is in addition to regular assessments and shall not be used as a prepayment of assessments by any Owner.

6.3.2 Procedures. If the Declarant or any other person pays all of the operating expenses of the Association or subsidizes such expenses, the assessment shall be reduced by such amount, but shall not be reduced to a sum less than the total amount of the replacement reserve items. With respect to Lots not yet conveyed by the Declarant, the Declarant may accrue the replacement reserve items. At the time of conveyance of the Lot for which the replacement reserve has been accrued, the accrued reserves must be paid to the Association.

The Declarant, or such other person paying all operating expenses or subsidizing such expenses, shall give ten (10) days' written notice to individual Lot Owners before their obligation to pay the full assessment begins. Thereafter, each Owner, including the Declarant or such other person, shall pay the assessments to the Association. In the event that the Declarant has collected initial assessments from Lot purchasers at closing and thereafter elects to pay or subsidize the operating expenses, thereby causing the amount of the assessment to be reduced, the one-time initial contribution collected from Lot purchasers shall be held by the Declarant in a separate Association account. On the date on which Lot Owners are required to pay full assessments, the aggregate sums held in such separate account shall be deposited to the Association's general account to be used as working capital.

6.3.3 Temporary Reduction of Assessment Amount. If the Association expenses are temporarily less than projected by the Declarant because some or most of the Lots are not yet sold or occupied, the Declarant shall have the authority to reduce temporarily the amount of the assessment to reflect the lower expenses of the project.

6.4 Income Tax Returns; Determination of Fiscal Year.

6.4.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

6.4.2 Tax Returns. The Board, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

6.5 Statement of Assessments.

6.5.1 The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

6.5.1.1 The amount of assessments due from the Owner and unpaid at the time the request was received, including:

- (a) Regular and special assessments;
- (b) Fines and other charges;
- (c) Accrued interest; and
- (d) Late payment charges.

6.5.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

6.5.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.5.2 The Association is not required to comply with Section 6.5.1 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.6 Default. Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of such Owner's obligations pursuant to these Bylaws and the Declaration. The Association shall be entitled to the remedies set forth in the Declaration.

6.7 Maintenance and Repair.

6.7.1 Lots. Except as otherwise specifically provided in the Declaration and these Bylaws, every Owner must perform promptly all maintenance and repair work to such Owner's Lot and the exterior of the improvements thereon (which do not constitute Commonly Maintained Property) and keep the same in good repair and sanitary and neat condition.

6.7.2 Common Area and Commonly Maintained Property. The Association shall repair and maintain the Common Area and the Commonly Maintained Property, subject to the provisions of subsection 6.7.3.

6.7.3 Reimbursement of Association. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area or of any Commonly Maintained Property that was damaged through such Owner's fault and that is not otherwise covered by insurance policies carried by the Owner or the Association for the Owner's and the Association's benefit. In such circumstances, the insurance obtained by the Owner shall be deemed to be the primary coverage. The Board of Directors shall have the unfettered discretion to refuse to make a claim on the Association's policy even though coverage may pertain.

Such discretion is for the purpose of maintaining the Association's insurability and controlling the amount of the premiums for the Association's insurance. Such charge shall be collectible as a reimbursement assessment as provided in the Declaration.

6.8 Right of Entry; Easements for Maintenance.

6.8.1 Emergencies. Present and future Owners, tenants, Occupants, and any other persons that occupy any portion of the Property, by virtue of acquisition, rental, or occupancy of any of the Lots, grant to the management agent or to any other person authorized by the Board or the Association the right to enter upon such Lot in the event of an emergency originating in or threatening any Owner's Lot.

6.8.2 Maintenance Easements. Declarant grants an easement to the Association in and through any Lot and the Common Area providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the Common Area and Commonly Maintained Property. If, in performing such repair and maintenance, the Association needs to alter or damage any Lot, Commonly Maintained Property or Common Area, it may do so without providing compensation, provided that it promptly restores the Lot and/or Common Area to substantially its prior condition.

ARTICLE 7
USE AND OCCUPANCY RESTRICTIONS: RULES OF CONDUCT

In addition to the restrictions and rules of conduct set forth in the Declaration, the following shall apply:

7.1 Use of the Common Area. No Owner shall place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, furniture, package or object of any kind. Common Areas shall be used for no purpose other than what is customary for such areas.

7.2 Appearance of Lots. Owners shall keep their Lots and the improvements thereon in good repair, clean, and with painted, stained or other finished exteriors compatible with the Architectural Standards, the Declaration and Rules and Regulations. Provided, however, the Association shall have such obligations with respect to the Commonly Maintained Property.

7.3 Nuisances. No Owner or Occupant shall cause or permit such Owner's representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice on the Property that is a source of annoyance to other Owners and Occupants or that interferes with other Owners' and Occupants' peaceful possession and proper use of the Property. Owners and Occupants shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other Owners and Occupants. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse or

garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse and garbage inside disposal containers. No Owner shall make or permit any use of such Owner's Lot or of the Common Area that will increase the cost of insurance upon the Common Area.

7.4 Improper, Offensive or Unlawful Use. No Owner or Occupant shall make any improper, offensive or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

7.5 Additional Rules. In addition to the rules set forth in this Article 7, the Board may promulgate and amend, from time to time, Rules and Regulations concerning other use of the Property and shall furnish copies of such Rules and Regulations to any Owner or Occupant requesting such copies.

7.6 Enforcement. The Association, through its Board of Directors, shall have the power to enforce the covenants and restrictions in these Bylaws and in the Declaration. Owners shall also have the right to bring actions or suits regarding covenants and restrictions, but shall have no right or power to require the Association or Board of Directors to take any enforcement action.

7.7 Fines. The Board of Directors may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association, provided that fines levied are based on a schedule previously adopted by Board resolution that is mailed to the mailing address of each Lot or mailed to the mailing address designated in writing by the Owner(s).

ARTICLE 8
INSURANCE

8.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article 8.

8.2 Types of Insurance Policies Maintained by the Association. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.2.1 Property Insurance. A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value of the Common Area to the extent such insurance is available and, if available at a reasonable cost, shall obtain building code and actual replacement cost endorsements and earthquake insurance.

8.2.2 Liability. A policy or policies insuring the Association, its Board, the Owners individually, and the manager against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control or use of the Property. Limits of liability under such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial General Liability form and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

8.2.3 Workers Compensation. Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.

8.2.4 Crime; Employee Dishonesty Insurance. A crime or employee dishonesty policy that covers board members, the management company, employees of the management company and a bookkeeper, if any.

8.2.5 Directors' and Officers' Insurance. Directors' and officers' insurance insuring the directors and officers.

8.3 Fidelity Bond. For the benefit of the Association and Owners, the Board may obtain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Owners as obligees, for the amount determined by the Board. The Board may pay for such bond out of the common expenses of the Association. In addition, the Board shall require that all officers and employees of the Association handling or responsible for Association funds to obtain adequate fidelity bonds and may pay for the premiums thereon.

8.4 Insurance Companies Authorized. All policies obtained under this Article 8 shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "B+" and a size rating of "IX," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and Directors.

8.5 Provisions in Insurance Policies. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

8.5.1 Waiver of Subrogation. A waiver of subrogation by the insurer as to any claims against the Board, the officers, the manager, the Owners and their respective servants, agents, guests and tenants.

8.5.2 Noncancellation for Owner Conduct. A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners.

8.5.3 Noncancellation Without Opportunity to Cure. A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer, Board member or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

8.5.4 No Other Insurance Clauses. A provision that any "no other insurance" clause in the master policy exclude individual Owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Homes, Lots or Common Area.

8.6 Home and Lot Insurance Maintained By Each Owner. The Association shall have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 8. Owners and Occupants shall procure all other insurance coverage that they deem necessary or prudent for their protection, and shall be obligated to carry liability insurance with minimum combined limits of \$100,000 per occurrence. Insurance coverage obtained and maintained by the Board of Directors may be brought into contribution with that obtained and maintained by Owners or mortgagees only in the Board of Directors' sole and unfettered discretion.

8.7 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

8.8 Deductible Provisions. The Board of Directors may negotiate the amount of the deductible in all Association insurance policies at such limits as are reasonable and customary under the circumstances and the deductible amount may be set at different levels for different insured risks. The Board shall adopt a resolution providing the responsibility for payment of the deductible. If no such resolution has been adopted, the Association shall be responsible for the deductible.

ARTICLE 9 **AMENDMENT**

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the total votes of each class of Members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, no amendment of these Bylaws may effect an amendment of the Declaration or the Articles without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act, and no amendment deleting or affecting any right of Declarant or its successor or assignee, including, without limitation, an amendment to this Article 9, may be adopted without the prior written consent of Declarant or its successor or assignee. Provided further, as long as there is Class B

membership, any amendment to these Bylaws must be approved by the U.S. Housing and Urban Development or the Department of Veterans Affairs, as applicable.

ARTICLE 10
RECORDS AND AUDITS

10.1 General Records. The Board and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board and any Board committees as required by ORS 94.670. The Board shall maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board and Board committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

10.2 Assessment Roll. The Board and the managing agent or manager, if any, shall maintain the assessment roll in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owner, the dates on which and the amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

10.3 Payment of Vouchers. The Treasurer or management agent shall pay all expenses authorized by the Board. The Treasurer or management agent shall maintain and follow reasonable procedures to assure the accounts and proper records, and to assure that all expenditures are proper. Except in cases where an emergency exists (for example, a repair must be made immediately to prevent further damage), any voucher for non-budgeted items shall require the signature of the President; provided, however, that any withdrawal from Reserve Accounts shall require the signature of two Board members or one Board member and an officer of the Association who is not a Board member.

ARTICLE 11
COMPLIANCE WITH THE PLANNED COMMUNITY ACT; CONFLICTS

These Bylaws are intended to comply with the provisions of the PCA, the provisions of which apply to Aspen Meadows. In case of any conflict among the provisions of the PCA, the Articles, the Declaration, or these Bylaws, the provisions of the PCA shall control over those of the Articles and Declaration, and the provisions of the Declaration shall be control over those of the Articles and these Bylaws.

ARTICLE 12
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and Members of the Association who participated with or benefited from the acts that created said liability.

ARTICLE 13
ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

An Owner shall be obliged to pay reasonable fees and costs (including, but not limited to, attorneys' fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from such Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Declaration, the Articles or these Bylaws, such Owner or Owners, jointly and severally, shall pay, in addition to all other obligations, the costs of such suit or action, including actual administrative expenses incurred by the Association because of the matter or act which is the subject of the suit, reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

ARTICLE 14
MISCELLANEOUS

14.1 Notices. All notices to the Association or to the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board, or if no address has been designated, then to such Owner's Lot.

14.2 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation or provision was not enforced.

14.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

ARTICLE 15
ADOPTION

It is hereby certified that these Bylaws have been adopted by JB Custom Homes, LLC Declarant of Aspen Meadows, and shall be recorded in the Deed Records of Clackamas County, together with the Declaration for said planned community.

DATED this ____ day of _____, 2017.

JB Custom Homes, LLC

By: _____
Sun Jae Yu, Chief Financial Officer

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on _____, 20__ by Sun Jae Yu as Chief Financial Officer of JB Custom Homes, LLC

Notary Public – State of Oregon

AFTER RECORDING, RETURN TO:

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ASPEN MEADOWS HOMEOWNERS ASSOCIATION**

**JB Custom Homes
Declarant**

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ASPEN MEADOWS**

THIS DECLARATION is made this _____ day of _____, 2017 by **JB CUSTOM HOMES**, an Oregon limited liability company ("**Declarant**").

RECITALS

A. Declarant has recorded the plat of "Aspen Meadows" in the plat records of Clackamas County, Oregon.

B. Declarant desires to subject the property described in such plat to the conditions, restrictions and charges set forth in this instrument for the benefit of such property, and its present and subsequent owners, and to establish such property under the Oregon Planned Community Act, ORS 94.550 to 94.783, as a Class I planned development to be known as "Aspen Meadows."

NOW, THEREFORE, Declarant hereby declares that the property described in Section 2.1 shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of all such persons.

**Article 1
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Architectural Review Committee**" or "**the Committee**" means the committee appointed pursuant to Article 7.

1.2 "**Assessments**" means all assessments and other charges, fines and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association or the provisions of the Oregon Planned Community Act, including, without limitation, General Assessments, Special Assessments, Emergency Assessments, Limited Common Area Assessments and Individual Assessments as described in Article 10.

1.3 "**Association**" means the nonprofit corporation to be formed to serve as the Owners association as provided in Article 8, and its successors and assigns.

1.4 "**Board of Directors**" or "**the Board**" means the duly appointed or elected Board of Directors of the Association, which is vested with the authority to operate the Association and to appoint the officers of the Association. Prior to the Turnover Meeting, Declarant will appoint the Board, but at/after the Turnover Meeting, the Board will be elected by the Owners.

1.5 "**Bylaws**" means the duly adopted bylaws of the Association as the same may hereafter be amended or replaced.

1.6 "**Common Areas**" means those lots or tracts designated as such on any plat of the Property, or in this Declaration, including any Improvements thereon, and shall also include Common Easement Areas, Limited Common Area, Limited Common Easement Areas and any Lots converted to Common Areas as provided in Section 3.2.

1.7 "**Common Easement Areas**" means those easements established for the benefit of all property within the Property pursuant to this Declaration or the Plat.

1.8 "**Common Maintenance Areas**" means the Common Areas and any other areas designated as such in Section 9.1 of this Declaration.

1.9 "**Common Tracts**" means Tracts 'A' and 'B' as designated on the Plat.

1.10 "**Declarant**" means JB Custom Homes, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the Property, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration. Any such successor declarant shall succeed to all of the rights and obligations of the Declarant under this Declaration, including, without limitation, the obligation to complete any Improvements required by Clackamas County as part of its subdivision approval.

1.11 "**Design Guidelines**" means the guidelines adopted from time to time by the Architectural Review Committee pursuant to Article 7.

1.12 "**Emergency Assessments**" means the Assessments described in Section 10.4(c).

1.13 "**General Assessments**" means the Assessments described in Section 10.4(a).

1.14 "**Improvement**" means every structure or improvement of any kind, including, but not limited to, a fence, wall, retaining wall, driveway, swimming pool, storage shelter, mailbox and newspaper receptacle, landscaping and any other product of construction efforts on or in respect to the Property.

1.15 "**Individual Assessments**" means the Assessments described in Section 10.4(e).

1.16 "**Limited Common Area**" means those Common Areas established for the exclusive use or enjoyment of certain Lots as designated in this Declaration.

1.17 "**Limited Common Area Assessments**" means the Assessments described in Section 10.4(d).

1.18 "**Limited Common Easement Areas**" means those Limited Common Area easements established for the exclusive use or enjoyment of certain Lots as designated in this Declaration or in the Plat.

1.19 "**Living Unit**" means a building or a portion of a building located upon a Lot within the Property and designated for separate residential occupancy, together with any permitted accessory dwelling unit.

1.20 "**Lot**" means a platted or partitioned lot within the Property, with the exception of any lot marked on a plat of the Property as being common or open space or so designated in this Declaration. Lots do not include Common Areas or Public Areas.

1.21 "**Mortgage**" means a mortgage or a trust deed, "**Mortgagee**" means a mortgagee or a beneficiary of a trust deed, and "**Mortgagor**" means a mortgagor or a grantor of a trust deed.

1.22 "**Aspen Meadows**" means the real property described in Section 2.1.

1.23 "**Occupant**" means the occupant of a Living Unit who is the Owner, lessee or any other Person authorized by the Owner to occupy the premises.

1.24 "**Operations Fund**" means the fund described in Section 10.5.

1.25 "**Owner**" means the Person or Persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other Person holding only a security interest in a Lot. If a Lot is sold under a recorded real estate installment sale contract, the purchaser (rather than the seller) will be considered the Owner unless the contract specifically provides to the contrary. If a Lot is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner during the term of the lease for the purpose of exercising any rights related to such Lot under this Declaration. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.26 "**Person**" means a human being, a corporation, partnership, Limited Liability Company, trustee or other legal entity.

1.27 "**Public Area**" means areas dedicated to the public or established for public use in the Plat or so designated in this Declaration.

1.28 "**Reserve Fund**" means the fund described in Section 10.6.

1.29 "**Rules and Regulations**" means those policies, procedures, rules and regulations adopted by the Association pursuant to the authority granted in this Declaration, as the same may be amended from time to time.

1.30 "**Sold**" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.31 "**Special Assessments**" means the Assessments described in Section 10.4(b).

1.32 "**The Property**" means Aspen Meadows.

1.33 "**This Declaration**" means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time.

1.34 "**Turnover Meeting**" means the meeting called by Declarant pursuant to Section 8.7, at which Declarant will turn over administrative responsibility for the Property to the Association.

1.35 "**Working Fund Assessments**" means Assessments as described in Section 10.4(f).

Article 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **The Property.** Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

All real property within that certain plat entitled "Aspen Meadows," filed in the plat records of Clackamas County, Oregon, as Document No. _____

2.2 **Improvements.** Declarant does not agree to build any Improvements on the Property other than as required by the City of Wilsonville, Clackamas County, or other government regulatory authority, but may elect, at Declarant's option, to build additional Improvements.

2.3 **Withdrawal of Property.** Property may be withdrawn from Aspen Meadows only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of the Property at any time prior to the sale of the first Lot in the plat of the Property subject to the prior approval of the City of Wilsonville or Clackamas County. Such withdrawal shall be by a declaration executed by Declarant and recorded in the deed records of Clackamas County, Oregon. If a portion of the Property is withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated among the remaining Lots.

2.4 **Dedications.** Declarant reserves the right to dedicate any portions of the Property then owned by Declarant to any governmental authority, quasi-governmental entity or entity qualifying under Internal Revenue Code Section 501(c)(3) or similar provisions, from time to time, for such purposes as Declarant may deem to be appropriate, including, without limitation, for utility stations, equipment, fixtures and lines; streets and roads; sidewalks; trails; open space; recreational facilities; schools; fire, police, security, medical and similar services; and such other purposes as Declarant and such governmental or quasi-governmental entity shall determine to be appropriate. Any consideration received by Declarant as a result of such dedication or by reason of any condemnation or any conveyance in lieu of condemnation shall belong solely to Declarant.

Article 3

LAND CLASSIFICATIONS

3.1 **Land Classifications.** All land within the Property is included in one or another of the following classifications:

- (a) Lots, which shall consist of Lots 1 through 14 of the plat of the Property;
- (b) Common Areas, marked as Tract(s) A and B on the plat of the Property,

plus the Common Easement Areas and Limited Common Easement Areas referred to below;

(c) Common Easement Areas, which shall be the sidewalk easements, access easements, wall easements, entry monuments with entry landscaping, and any additional easements established on the plat of the Property or in any recorded document; and

(d) Limited Common Easement Areas, which shall be the areas designated for the use or enjoyment by certain Lots, pursuant to the Plat or pursuant to this Declaration.

3.2 **Conversion of Lots to Common Areas.** Declarant may elect to build common facilities on one or more Lots and designate such Lots as Common Areas by a declaration recorded in the deed records of Clackamas County, Oregon and executed by Declarant as Owner of the Lots.

3.3 **Subdivisions.** Declarant reserves the right to subdivide any Lots then owned by it upon receiving all required approvals from Clackamas County and the City of Wilsonville. In the event any two or more Lots are so subdivided, they shall be deemed separate Lots for the purposes of allocating Assessments under this Declaration. No other Owner of any Lot in the Property may subdivide any Lot without the prior written approval of the Declarant, the City of Wilsonville, and Clackamas County prior to the Turnover Meeting and thereafter by the Architectural Review Committee, which consent may be granted or denied at the sole discretion of the Declarant or the Committee, as applicable.

3.4 **Consolidations.** Declarant shall have the right to consolidate any two or more Lots then owned by it upon receipt of any required approvals from Clackamas County and the City of Wilsonville. No other Owner may consolidate any Lots without the prior written approval of the Declarant prior to the Turnover Meeting and thereafter by the Architectural Review Committee, which may be granted or denied at the sole discretion of the Declarant or Committee, the City of Wilsonville, or Clackamas County, as applicable. An approved consolidation shall be effected by the recording of a supplemental declaration stating that the affected Lots are consolidated, which declaration shall be executed by the Owner(s) of the affected Lots and by the president of the Association. Once so consolidated, the consolidated Lot may not thereafter be partitioned, nor may the consolidation be revoked except as provided in Section 3.3. Any Lots consolidated pursuant to this section shall be considered one Lot thereafter for the purposes of this Declaration, including voting rights and allocation of Assessments.

Article 4

PROPERTY RIGHTS IN COMMON AREAS

4.1 **Owners' Easements of Enjoyment.** Subject to the provisions of this Article 4, every Owner and his or her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot. The use of the Limited Common Area and Limited Common Easement Areas, however, shall be limited to the Owners and invitees of the Lots designated in this Declaration.

4.2 **Common Maintenance Areas.** Common Easement Areas shall be reserved for signage and associated landscape features at the entry of the Property or for such other purposes as may be established in this Declaration or pursuant to the Plat. Such areas are to be maintained

by the Association, and no changes in landscaping will be permitted within such areas without written authorization by the Board of Directors. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Maintenance Areas, nor may any such areas be used by any Owner for storm water treatment purposes.

4.3 **Title to Common Areas.** Except for portions dedicated to the public or any governmental authority, title to the Common Areas, except Common Easement Areas and Limited Common Easement Areas, shall be conveyed to the Association by Declarant AS IS, but free and clear of monetary liens, on or before the Turnover Meeting. Title to Common Easement Areas and Limited Common Easement Areas, subject to the easements set forth in this Declaration shall rest in the Owners of the respective Lots within which such areas are located, or to the public if part of dedicated street rights-of-way.

4.4 **Extent of Owners' Rights.** The rights and easements of enjoyment in the Common Areas shall be subject to the following and to all other provisions of this Declaration:

(a) **Association Easements.** Declarant grants to the Association for the benefit of the Association and all Owners of Lots within the Property the following easements over, under and upon the Common Maintenance Areas:

(1) An easement for underground installation and maintenance of power, gas, electric, water and other utility and communication lines and services installed by Declarant or with the approval of the Board of Directors of the Association and any such easement shown on any plat of the Property.

(2) An easement for construction, maintenance, repair and use of such areas, including any common facilities thereon.

(3) An easement for repairing any existing structures on Common Areas.

(b) **Public and Utility Easements.** The Common Areas shall be subject to such public and utility easements as may be established in any plat of the Property. In addition, Declarant or the Association may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, city officials, and other public officials and to employees of utility companies and communications companies serving the Property.

(c) **Use of the Common Areas.** The Common Areas shall be used for the purposes set forth in any plat of the Property and not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas. Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners. No private use may be made of the Common Areas except as otherwise provided in this Declaration. No Owner shall place or cause to be placed on the Common Areas any trash, structure, equipment, furniture, package or object of any kind. Nothing in this Declaration shall prevent the placing of a sign or signs upon the Common Areas by Declarant or the Association identifying the Property or identifying pathways or items

of interest, signs restricting certain uses, or warning, traffic or directional signs, provided that such signs are approved by the Architectural Review Committee and comply with any applicable sign ordinances. The Board of Directors shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

(d) **Alienation of the Common Areas.** The Association may not by act or omission seek to abandon, partition, subdivide, encumber as security for a debt, sell, transfer or convey the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least 80 percent of the Class A voting rights and the Class B Member (as defined in Section 8.3), if any, have given their prior written approval and unless approved by Clackamas County and the City of Wilsonville. Such approvals shall not be required for dedications under Section 2.4. The Association, upon approval in writing of at least two-thirds of the Class A voting rights and the Class B Member, if any, and if approved by order or resolution of Clackamas County and the City of Wilsonville, may dedicate or convey any portion of the Common Areas to a park district or other public body. Any sale, transfer, conveyance or encumbrance permitted by this Declaration may provide that the Common Area may be released from any restrictions imposed by this Declaration if the request for approval of the action also includes approval of the release.

(e) **Leases, Easements, Rights-of-Way, Licenses and Similar Interests and Vacations of Roadways.** Notwithstanding the provisions of Section 4.4(d), the Association may execute, acknowledge and deliver leases, easements, rights-of-way, licenses and other similar interests affecting the Common Areas and consent to vacation of roadways within and adjacent to the Common Areas, subject to such approvals as are required by ORS 94.665(4) and (5).

(f) **Limitations on Use.** Use of the Common Areas shall be subject to the following:

- (1) The provisions of this Declaration;
- (2) Any restrictions or limitations contained in any deed or other instrument conveying such property to the Association;
- (3) Easements reserved or granted in this Declaration;
- (4) The Common Tracts shall not be used for the construction of residential structures at any time.
- (5) The Board's right to:
 - (A) Adopt Rules and Regulations regulating use and enjoyment of the Common Areas, including rules limiting the number of guests who may use the Common Areas;
 - (B) Suspend the right of an Owner to use the Common Areas as provided in this Declaration;

(C) Dedicate or transfer all or any part of the Common Areas, subject to such approval requirements as may be set forth in this Declaration;

(D) Impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Areas;

(E) Permit use of any recreational facilities situated on the Common Areas by Persons other than Owners, their families, lessees and guests with or without payment of use fees established by the Board;

(F) Designate areas and facilities of Common Areas as Public Areas;
and

(G) Provide certain Owners the rights to the exclusive use of those portions of the Common Areas designated as a Limited Common Area.

4.5 **Delegation of Use.** Any Owner may extend the Owner's right of use and enjoyment of the Common Areas to the members of the Owner's family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board of Directors. An Owner who leases the Owner's Living Unit shall be deemed to have assigned all such rights to the lessee of such Living Unit for the period of the lease.

4.6 **Easements Reserved by Declarant.** So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas to carry out sales and rental activities necessary or convenient for the sale or rental of Lots, including, without limitation, advertising and "For Sale" signs. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy of, use of, enjoyment of or access to an Owner's Lot by the Owner or the Owner's family, tenants, employees, guests or invitees.

4.7 **Limited Common Area.** Limited Common Area shall be subject to a reciprocal access easement for the use by the Owners of the benefited Lots for vehicular access and utilities and communication lines serving such Lots. Including the landscaping, and any monuments or walls, shall be installed, operated, maintained, replaced and improved by the Association, and the cost thereof shall be a common expense of the Association.

4.8 **Common Easement Areas.** The Drainage easements, maintenance access easements, and the sidewalk easements, the entry monument easement and other easements for the benefit of the Association as shown on the Plat shall be Common Easement Areas. Such areas are to be maintained by the Association and no changes in landscaping will be permitted within such areas without written authorization by the Board of Directors. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Easement Areas, nor may any such areas

be used by the Owner for storm water treatment purposes.

4.9 **Limited Common Easement Areas.** No changes in landscaping will be permitted within the Limited Common Easement Areas without written authorization by the Board of Directors. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Limited Common Easement Areas without prior written approval of the Board.

Article 5 PROPERTY RIGHTS IN LOTS

5.1 **Use and Occupancy.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by, and each Owner and Declarant shall comply with, the restrictions contained in Article 6, all other provisions of this Declaration and the provisions of any supplement or amendment to this Declaration.

5.2 **Easements Reserved.** In addition to any utility and drainage easements shown on any recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

(a) **Maintenance of Common Maintenance Areas.** The Owner of any Lot that includes a Common Easement Area, or a Limited Common Easement Area that is maintained by the Association, or adjoins or blends together visually with any Common Area shall, if the Association so requires, permit the Association to enter upon the Lot to perform the maintenance of such Common Area. The Owner and Occupant of each Lot shall be responsible for controlling such Owner's or Occupant's pets so as to not harm or otherwise disturb Persons performing such maintenance on behalf of the Association.

(b) **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, shown on any recorded plat. Within the easements, the Architectural Review Committee will not permit any structure, planting or other material to be placed or permitted to remain on the easement area if such structure, planting or other material may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage systems or drainage infiltration facilities in the easements, or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible, and except Common Easement Areas, which will be maintained by the Association.

(c) **Utility Inspection and Repairs.** Each utility and communication service provider and its agents or employees shall have authority to access all Lots, but not Improvements constructed thereon, and the Common Areas on which communication, power, gas, drainage, sewage or water facilities may be located for the purpose of installing, operating, maintaining, improving or constructing such facilities; reading meters; inspecting the condition of pipes, lines and facilities; and completing repairs. The Owner of any such Lot will be given

advance notice if possible. In the case of an emergency, as determined solely by the utility or communication service provider, no prior notice will be required.

(d) **Easements -for Maintenance, Emergency and Enforcement.** Upon request given to the Owner and any Occupant, any Person authorized by the Association may enter a Lot to perform necessary maintenance, repair or replacement of any property for which the Association has maintenance, repair or replacement responsibility under this Declaration, to make emergency repairs to a Lot that are necessary for the public safety or to prevent damage to Common Areas or to another Lot, or to enforce this Declaration or the Rules and Regulations. Requests for entry must be made in advance and for a reasonable time, except in the case of any emergency, when the right of entry is immediate. An emergency entry does not constitute a trespass or otherwise create a right of action in the Owner of the Lot.

(e) **Future Easements.** Declarant reserves the nonexclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the development of any of the Property. The location of any such easement shall be subject to the written approval of the Owner of the burdened Lot, which approval shall not unreasonably be withheld, delayed or conditioned.

Article 6 GENERAL USE RESTRICTIONS

6.1 **Structures Permitted.** No structures shall be erected or permitted to remain on any Lot except structures containing a single Living Unit, together with an accessory dwelling unit if permitted by applicable regulations of Clackamas County, and structures normally accessory thereto, all of which shall have first been approved by the Architectural Review Committee pursuant to Article 7. Such provision shall not exclude construction of a private greenhouse, or storage unit, provided that the location of such structure is in conformity with the applicable regulations of Clackamas County, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Committee.

6.2 **Residential Use.** Lots shall only be used for residential purposes. Except with the consent of the Board of Directors, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any such Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision. Nothing in this Section 6.2 shall be deemed to prohibit (a) activities relating to the sale of Living Units; (b) the right of Declarant or any contractor or home builder to construct Improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use one or more Living Units as sales offices or model homes for purposes of sales in Aspen Meadows; and (c) the right of the Owner of a Lot to maintain his or her professional personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls or confer with business or professional associates, clients or customers in his or her Living Unit by appointment only. The Board shall not approve commercial activities otherwise prohibited by this Section 6.2 unless the Board determines that only normal residential activities would be observable outside of the Living Unit and that the activities would

not be in violation of applicable law. The Board may specify acceptable activities in the Rules and Regulations.

6.3 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done or placed on the Property that interferes with or jeopardizes the enjoyment of the Property, or that is a source of annoyance to Owners or Occupants. Occupants shall use extreme care about creating disturbances, making noises or using musical instruments, radios, televisions, amplifiers and audio equipment that may disturb other Occupants. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Owners and other Occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, Occupants, guests or invitees, or directed at the managing agent, its agents or employees, or vendors.

6.4 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of household pets that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance. Any unrestrained or barking dog shall constitute a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective Owners. No animal shall be permitted to roam the Property unattended, and each dog shall be kept on a leash while outside a Lot or within a Common Easement Area. Dog runs and doghouses shall be fully screened or fenced from view from any Lot, and shall not be visible from the street. An Owner or Occupant may be required to remove a pet upon receipt of the third written notice from the Board of Directors of violations of any rule, regulation or restriction governing pets within the Property.

6.5 **Maintenance of Structures.** Each Owner shall maintain the Improvements on the Owner's Lot, including walkways, the driveway and retaining walls, in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting or staining, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights, perimeter fences and other exterior Improvements and glass surfaces. All repainting or restaining, any change in type of roof or roof color and any exterior remodeling or changes shall be subject to prior review and approval by the Architectural Review Committee. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Any change in appearance must first be approved by the Committee.

6.6 **Maintenance of Landscaping.** Each Owner shall keep all sidewalks, shrubs, trees, grass and planting of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weed and other unsightly material, except that the Association will be responsible for installation, Maintenance and irrigation of landscaping for all front yards of Lots and street right-of-way strips with Aspen Meadows. Landscaping equipment and settings belong to the association. No Owner or Occupant shall alter, change or tamper with such equipment or settings. The maintenance of the front yards can be further defined by the board at a later date.

6.7 **Sidewalks.** Residents are responsible for maintaining adjacent sidewalks in good clean condition, and free of any snow and/or ice as provided in the Wilsonville City Code.

6.8 **Boundary Fences.** The responsibility for and cost of maintenance, repair and replacement of fencing on boundary lines between Lots shall be shared by the Owners on either side of the fence in accordance with ORS Chapter 96.

6.9 **Fences, Hedges and Walls.** No fence, hedge, structure, wall or retaining wall shall be constructed or exist anywhere on any Lot without prior approval of the Architectural Review Committee and in accordance with its Design Guidelines. No planting or structure obstructing vision at driveways or intersections shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved by the Committee due to topographic conditions of individual Lots are the sole and absolute responsibility of the individual Lot Owner, are to be aesthetically incorporated into the landscaping of the Lot and are not the responsibility of the Association.

6.10 **Pest and Weed Control.** No Owner shall permit anything or condition to exist upon any portion of the Property that will induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin. Each Owner shall control noxious weeds on said Owner's Lot.

6.11 **Parking.** No person shall store or permit to be stored on a street or other public property, without permission of the Wilsonville City Council, a motor vehicle, boat, trailer, camper, mobile home, travel trailer, or other personal property, including portable storage containers, for a period in excess of seventy-two (72) hours, without moving at least three vehicle lengths away.

6.12 **Vehicle in Disrepair.** No Owner shall permit any vehicle that is in an extreme state of disrepair or not currently licensed to be abandoned or to remain parked on the Owner's Lot (unless screened from view) or on the Common Area or any street for a period in excess of 48 hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors determines that its presence reasonably offends the Occupants of the area due to its appearance or continued inoperability. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to him/her by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

6.13 **Traffic Regulations.** The Association may promulgate, administer and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits on private streets. Vehicular and pedestrian traffic includes, but is not limited to, motor vehicles, trailers, bicycles, skateboards and roller skates. The Association shall be entitled to enforce such provisions by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof, as long as such procedures are consistent with this Declaration and the Bylaws. Only drivers licensed to operate motor vehicles shall operate any type of motor vehicle within the Property. All vehicles of any kind that are operated within the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners, Occupants, facilities and each of the foregoing's invitees.

6.14 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed within the front yard of any Lot or inside of a first-floor, front-street-facing window of a Living Unit located on a Lot, and two such signs may be placed on a Lot during the course of initial construction of a dwelling on such Lot. "For Rent" and "For Lease" signs are prohibited. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, subject to reasonable regulations adopted by the Architectural Review Committee relating to size and length of display.

6.15 **Rubbish, Trash and Outside Storage.** No part of the Property shall be used as a dumping ground for trash or rubbish of any kind, and no rubbish, refuse or garbage shall be allowed to accumulate. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view, except the night before and during garbage pickup days. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto Lots, streets or Common Maintenance Areas. Storage areas, machinery and equipment shall be prohibited on any Lot, unless obscured from view of neighboring property and streets by an appropriate screen or enclosure approved by the Architectural Review Committee. Tarps and covers shall be prohibited except as otherwise provided in the Rules and Regulations and the Design Guidelines. Should any Owner or Occupant responsible for its generation fail to remove any such materials within 10 days following the date on which notice is mailed to the Owner or Occupant by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner.

6.16 **Construction.** The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight months from the beginning of construction so as to present a finished appearance when viewed from any angle, and the Living Unit shall not be occupied until so completed. In the event of undue hardship due to weather conditions or other causes beyond the reasonable control of the Owner, this time period may be extended for a reasonable length of time upon approval from the Architectural Review Committee. The building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility on the site during such period. Debris may not be deposited on any other Lot. All construction debris, stumps, trees, etc. must be periodically removed from each Lot by the builder or Owner, and such debris shall not be dumped in any area within the Property unless approved by the Committee. The Rules and Regulations may impose reasonable limitations on the hours during which construction activities may take place. If construction has not commenced upon any Lot within one year after acquisition thereof by an Owner other than Declarant or an affiliate of Declarant, the Owner shall install the sidewalk and landscape the area within 20 feet from the curb. The Owner shall irrigate and maintain this area. The Committee may waive this requirement if it determines that construction will commence within a reasonable time. In any case, all unimproved or unoccupied Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

6.17 **Temporary Structures.** No uncompleted building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any

Lot at any time as a residence either temporarily or permanently.

6.18 **Recreational Equipment.** Unless approved by the Architectural Review Committee or permitted by the Design Guidelines, no playground, athletic or recreational equipment or structures, including without limitation, permanently installed basketball backboards, hoops and related supporting structures, shall be placed, installed or utilized on any Lot in view from any street, sidewalk or Common Area within the Property. Portable basketball backboards, hoops, soccer goal nets, and related supporting structures may be used during daylight hours, so long as such equipment is stored out of view from any street, sidewalk or Common Area within the Property.

6.19 **Service Facilities.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. The Architectural Review Committee may develop guidelines for clotheslines that are consistent with the green sustainability objectives of Aspen Meadows. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdictions or public utility companies.

6.20 **Antennas and Satellite Dishes.** Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon any Lot except in accordance with rules established by the Architectural Review Committee in accordance with Section 7.3.

6.21 **Exterior Lighting or Noisemaking Devices.** Except with the consent of the Architectural Review Committee, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than as originally installed by the builder of the home and security alarms and fire alarms. Seasonal holiday lighting and decorations are permissible if consistent with any applicable Rules and Regulations and if installed not more than 30 days before and removed within 30 days after the celebrated holiday. The Committee may regulate the shielding or hours of use of lighting in order to reduce annoyance to neighboring properties. The location of any air conditioning compressors must be approved by the Committee prior to installation.

6.22 **Subdividing and Partitioning Lots.** Except as otherwise provided in this Declaration, no Lot may be subdivided or partitioned, nor may its Lot lines be adjusted, without the approval of Clackamas County and the Architectural Review Committee.

6.23 **Grades, Slopes and Drainage.** Each Owner of a Lot shall accept the burden of the established drainage pattern and grades, slopes and courses related thereto over any Lot or Common Area, and shall not in any manner alter, modify or interfere with such drainage pattern, grades, slopes and courses without the prior approval of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes or courses, nor shall any other activities be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct, change the direction of or retard the flow of water through drainage channels.

6.24 **Garages.** All garage doors shall remain closed except to permit entrance and exit

and in connection with outside activities. Garages shall be used primarily for parking of vehicles, and only secondarily for storage and shall not be used as office or living space without the prior approval of the Architectural Review Committee.

6.25 **Windows, Decks, Porches and Outside Walls.** To preserve the attractive appearance of the Property, the Association may regulate the nature of items that may be placed in or on windows, decks, porches and the outside walls so as to be visible from the street or Common Areas, including, without limitation, window air conditioners and fans. Window coverings, curtains, shutters, drapes or blinds, other than those of commercially produced quality, shall not be permitted to be visible from any public or private street, pathway, Common Area or adjacent property. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. Garments, rugs, laundry and other similar items may not be hung from windows, facades, porches or decks.

6.26 **Leasing and Rental of Living Units.** All leases of a Living Unit shall be by written agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations; and (ii) failure to comply with any provision of the Declaration, Bylaws or Rules and Regulations shall constitute a default under the rental agreement. The Owner shall provide each tenant a copy of the Declaration, Bylaws and Rules and Regulations. The Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations or causing tenant to do the same.

6.27 **Rules and Regulations.** In addition, the Association from time to time may adopt, modify or revoke such nondiscriminatory Rules and Regulations governing the conduct of Persons and the operation and use of the Property as it may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner. The Rules and Regulations may be adopted by the Board, except as may be otherwise provided in the Association's Bylaws.

Article 7

ARCHITECTURAL REVIEW COMMITTEE

7.1 **Architectural Review.** No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee, except that construction by Declarant or any affiliate of Declarant shall be presumed to have been approved and is thereby exempt from this review. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (i) size and dimensions of the Improvements; (ii) exterior design; (iii) approximate exterior color scheme; (iv) location of Improvements on the Lot, including setbacks, driveway and parking areas; and (v) location of existing trees to be removed. These plans and specifications shall be left with the Committee until 60 days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after inspection by the Committee, the Improvement complies substantially with the plans and specifications that were submitted and approved. The Committee

is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or any other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of construction may be set forth in Design Guidelines adopted from time to time by the Committee. The Committee may charge a reasonable fee to cover the cost of processing an application. In all cases in which the Committee's consent is required by this Declaration, the provisions of this Article 7 shall apply, except that this Article 7 shall not apply to construction by Declarant or any affiliate of Declarant.

7.2 **Committee Decision.** The Architectural Review Committee shall render its decision with respect to a construction proposal within 30 working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within 45 working days after the Committee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

7.3 **Committee Discretion.** The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines or design standards that the Committee intends for Aspen Meadows. It is the intent and purpose of this Declaration to ensure quality of workmanship and materials, to ensure harmony of external design with the existing Improvements and with respect to topography and finished grade elevations, and to ensure compliance with the setback requirements contained in the conditions of approval of Clackamas County. Considerations such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots or other effect on the enjoyment of other Lots or the Common Area, disturbance of existing terrain and vegetation, and any other factors that the Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communications Commission rules.

7.4 **Membership: Appointment and Removal.** The Architectural Review Committee shall consist of as many Persons as Declarant may from time to time appoint. Declarant, at its discretion, may appoint a single Person to serve as the Committee and may remove any member of the Committee from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the Committee. In such event, or in the event Declarant fails to appoint an Architectural Review Committee, the members of the Committee shall be appointed by, and serve on behalf of, the Board, or if the Board fails to appoint such members, then the Board shall serve as the Committee. The term of office for each member appointed by the Board shall be one year unless lengthened by the Board at the time of appointment or unless the Board serves as the Committee, in which case the terms of the members shall be the same as their terms as Board members. The Board may appoint any or all of its members to the Committee and is not required to appoint non-Board members. The Board may appoint one or more members to the Committee who are not Owners, but who have

special expertise regarding the matters that come before the Committee. In the sole discretion of the Board, such non-Owner members of the Committee may be paid for such services, the cost of which may be paid by the applicants or treated as a common expense, as determined by the Board.

7.5 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

7.6 **Liability.** Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, Occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee, and the Association shall indemnify the Committee and its members therefrom, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

7.7 **Nonwaiver.** Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.-

7.8 **Appeal.** At any time after Declarant has delegated appointment of the members of the Architectural Review Committee to the Board of Directors pursuant to Section 7.4, any Owner adversely affected by action of the Committee may appeal such action to the Board. Appeals shall be made in writing within 10 days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the Committee, the appeal shall be treated as a request for a rehearing, in which case the Board shall meet and receive evidence and argument on the matter. A final, conclusive decision shall be made by the Board within 15 working days after receipt of such notification.

7.9 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been substantially commenced in the judgment of the Committee and thereafter diligently pursued, or unless the Owner has applied for and received an extension of time from the Committee.

7.10 **Estoppel Certificate.** Within 20 business days after written request is delivered to the Architectural Review Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date of the certificate either (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration or (b) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any Mortgagee or other encumbrances, shall be entitled to

rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Committee, the Association and all Owners, and such purchaser or Mortgagee.

7.11 **Enforcement.** If during or after the construction the Architectural Review Committee finds that the work was not performed in substantial conformance with the approval granted, or that the required approval was not obtained, the Committee shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance. The Committee may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The Committee shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the Committee is required and has not been obtained or waived in writing. If an Owner fails to comply with an order of the Committee, then, subject to the Owner's right of appeal under Section 7.8, either the Committee or the Board of Directors may enforce compliance in accordance with the procedures set forth in Section 11.1.

Article 8 ASSOCIATION

Declarant has organized, or before conveyance of the first Lot shall organize, an association of all of the Owners within Aspen Meadows. Such Association, and its successors and assigns, shall be organized as an Oregon nonprofit corporation under the name "**Aspen Meadows Homeowners Association,**" and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of Lots located therein.

8.1 **Organization.** Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, the unincorporated association shall have all the property, powers and obligations of the incorporated association existing immediately prior to dissolution. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association, and shall be served by the members of the Board of Directors and the officers who served immediately prior to dissolution.

8.2 **Membership.** Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership; shall expire automatically upon termination of such ownership; and need not be confirmed or evidenced by any certificate or acceptance of membership.

8.3 **Voting Rights.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Class B

Member and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to three votes for each Lot owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(1) When all of the Lots in Aspen Meadows have been Sold and conveyed to Owners other than a successor Declarant or a builder for development; or

(2) At such earlier time as Declarant may elect in writing to terminate Class B Membership.

8.4 **General Powers and Obligations.** The Association shall have, exercise and perform all of the following powers, duties and obligations:

(a) The powers, duties and obligations granted to the Association by this Declaration.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.

(c) The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act.

(d) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions of this Declaration, accompanied by any required changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

8.5 **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, all of the following:

(a) **Maintenance and Services.** The Association shall provide maintenance and services for the Property as provided in Article 9 and other provisions of this Declaration.

(b) **Insurance.** The Association shall obtain and maintain in force policies of insurance as determined by the Board of Directors and in accordance with any requirements in this Declaration or the Bylaws of the Association.

(c) **Rulemaking.** The Association shall make, establish, promulgate, amend

and repeal Rules and Regulations as provided in Section 6.26.

(d) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article 10.

(e) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations adopted by the Association, including, without limitation, enforcement of the decisions of the Architectural Review Committee. Nothing in this Declaration shall be construed as requiring the Association to take any specific action to enforce violations.

(f) **Employment of Agents, Advisers and Contractors.** The Association, through its Board of Directors, may employ the services of any Person as manager; hire employees to manage, conduct and perform the business, obligations and duties of the Association; employ professional counsel and obtain advice from such Persons such as, but not limited to, landscape architects, architects, planners, attorneys and accountants; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract or any claim in excess of \$100,000 unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of 75 percent of the total voting rights of the Association. These limitations shall not be applicable to legal fees incurred in defending the Association or the Board from claims or litigation brought against them. The limitations set forth in this paragraph (f) shall increase by 10 percent on each fifth anniversary of the recording of this Declaration.

(g) **Borrow Money.** The Association may borrow and repay money for the purpose of performing its duties under this Declaration and, subject to Section 4.4(d), encumber the Common Areas as security for the repayment of such borrowed money.

(h) **Acquire and Hold Title to Property.** The Association may acquire and hold title to real and personal property and interests therein, and shall accept any real or personal property, leasehold or other property interests within Aspen Meadows conveyed to the Association by Declarant.

(i) **Transfers, Dedications, Encumbrances and Easements.** Except as otherwise provided in Sections 4.4(d) and 4.4(e), the Association may sell, transfer or encumber and grant easements upon all or any portion of the Common Area, or other real property to which it then holds title, to a Person, whether public or private, and dedicate or transfer all or any portion of such Common Area or property to any public agency, authority or utility for public purposes.

(j) **Create Classes of Service and Make Appropriate Charges.** The Association may, in its sole discretion, create various classes of service and make appropriate Individual Assessments or charges therefor to the users of such services, including, but not limited to, reasonable admission and other fees for the use of any and all recreational facilities situated on the Common Areas, without being required to render such services to those of its

members who do not assent to such charges and to such related Rules and Regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service upon nonpayment of Assessments or to eliminate any service for which there is no demand or for which there are inadequate funds to maintain the same.

(k) **Restoring Damaged Improvements.** In the event of damage to or destruction of Common Areas or other property that the Association insures, the Board of Directors or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes. If a decision is made not to restore the damaged Improvements, and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition. If insurance proceeds are insufficient to cover the costs of reconstruction, the Board may levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of all or some of the Owners, as appropriate, and placed in a capital Improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

(l) **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within Aspen Meadows designed to make the Property more enjoyable or safer than it otherwise might be. Neither the Association, Declarant nor any managing agent shall be considered insurers or guarantors of security or safety within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security or safety measures undertaken. No representation or warranty is made that any system or measure, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, nor that any such system or measure undertaken will in all cases prevent loss or provide the detection or protection for which it is designed or intended. Each Owner acknowledges and agrees that the Association, the Board of Directors and any managing agent are not insurers and that each Person using the Property assumes all risks for personal injury and loss or damage to property resulting from acts of third parties.

(m) **Services.** The Association may provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, landscape services, garbage and trash removal and security services.

(n) **Implied Rights and Obligations.** The Association may exercise any other right or privilege reasonably to be inferred from the existence of any right or privilege expressly given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege.

8.6 **Liability.** Neither a member of the Board of Directors nor an officer of the Association or member of the Architectural Review Committee or any other committee established by the Board shall be liable to the Association, any Owner or any third party for any

damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, so long as the individual acted in good faith; believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests; and, in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board or any officer or committee member of the Association is threatened with or made a party to any proceeding because the individual was or is a director, officer or committee member of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

8.7 **Interim Board: Turnover Meeting.** Declarant shall have the right to appoint an interim board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or until their successors take office at the Turnover Meeting following termination of Class B Membership. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 90 days after termination of the Class B Membership in accordance with Section 8.3. At the Turnover Meeting the interim directors shall resign and their successors shall be elected by the Owners, as provided in this Declaration and in the Bylaws of the Association. If Declarant fails to call the Turnover Meeting required by this Section 8.7, any Owner or Mortgagee of a Lot may call the meeting by giving notice as provided in the Bylaws.

8.8 **Contracts Entered into by Declarant or Before Turnover Meeting.** Notwithstanding any other provision of this Declaration, any management contracts, service contracts or employment contracts entered into by Declarant or the Board of Directors on behalf of the Association before the Turnover Meeting shall have a term of not more than three years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board upon not less than 30 days' notice to the other party given not later than 60 days after the Turnover Meeting. The limitations contained in this Section 8.8 shall not apply to those contracts referred to in ORS 94.700(2).

8.9 **Bylaws.** The Bylaws of the Association and any amendment or modification of the Bylaws shall be recorded in the Deed Records of Clackamas County, Oregon. On behalf of the Association, Declarant shall adopt and record the initial Bylaws as provided in ORS 94.625.

Article 9 MAINTENANCE

9.1 **Common Maintenance Areas.** The Common Maintenance Areas shall include the Common Areas consisting of Tract 'A', private street; and Tract 'B', open space. The Landscaping along the front entrance right of way abutting lots 1 and 14 along SW Canyon Creek Rd will also be the Maintenance responsibility of the Association.

9.2 **Maintenance of Utilities.** The Association shall perform or contract to perform maintenance of all private utilities within Common Maintenance Areas, such as drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. The Association shall not be liable for any interruption or failure of such services. Each Owner shall be responsible for maintaining utility lines within his or her Lot.

9.3 **Owner's Responsibility.** Except as otherwise provided in this Declaration or by written agreement with the Association, all maintenance of the Lots and Improvements thereon (including walkways and the driveway) as provided in Sections 6.5 and 6.6 shall be the sole responsibility of the Owner thereof. The Association shall, in the discretion of the Board of Directors, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming such maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within 15 days after mailing of such written notice, then the Association shall proceed. The expenses of such maintenance by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in Section 11.3. Such charges shall be an Individual Assessment and lien on the Lot as provided in Sections 10.4(e) and 11.1.

9.4 **Damage Liability.** Any damage to any Common Maintenance Area by Owners or their children, agents, visitors, friends, relatives, tenants, Occupants or service personnel, to the extent not covered by the Association's insurance (including any deductible), shall be assessed to such Owners as an Individual Assessment.

Article 10 ASSESSMENTS

10.1 **Purpose of Assessments.** The Association may levy Assessments. Any Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants of the Property and for the improvement, operation and maintenance of the Common Maintenance Areas.

10.2 When Lots Become Subject to Assessment.

(a) **On First Sale.** Upon the first sale of a Lot to a purchaser other than Declarant, a successor declarant, or an affiliate of Declarant, the Lot shall be subject to assessment and the Owner shall pay General Assessments, Limited Common Area Assessments (as applicable), Special Assessments and Emergency Assessments.

(b) **Deferral of General Assessments.** Declarant may elect to delay collection of General Assessments against all Lots, but in such case shall pay all common expenses of the Association until such Assessments commence.

10.3 **Allocation of Assessments.** All Lots subject to assessment shall pay an equal share of all General Assessments, Special Assessments and Emergency Assessments.

10.4 **Type of Assessments.** The Association is authorized to levy the following types of Assessments:

(a) **General Assessments.** The Association may levy General Assessments for the common expenses incurred by or on behalf of the Association in accordance with this Declaration. The Board of Directors shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessment and any common

profits of the Association. The budget shall take into account the number of Lots subject to assessment as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget may be based upon a greater number of Lots than those reasonably anticipated to be subject to assessment during the fiscal year if the Declarant agrees to subsidize the Association for any shortfall in the Operations Fund. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 10.6. General Assessments for such operating expenses and reserves shall then be apportioned among the Lots as provided in Section 10.3. The Board may revise the budget and adjust the General Assessment from time to time during the year. Within 30 days after the adoption of a final budget by the Board, the Board shall send a copy of the final budget to each Owner. If the Board fails to adopt a budget, the last adopted budget shall continue in effect. The manner of billing and collection of Assessments shall be as provided in the Bylaws.

(b) **Special Assessments.** The Board of Directors may levy during any fiscal year a Special Assessment, applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital Improvement, or for any other one-time expenditure not to be paid for out of General Assessments. Special Assessments for acquisition or construction of new capital Improvements or additions that in the aggregate in any fiscal year exceed an amount equal to 15 percent of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the voting rights voting on such matter, together with the written consent of the Class B Member, if any. Prior to the Turnover Meeting, any Special Assessment for acquisition or construction of new capital Improvements or additions must be approved by not less than 50 percent of the Class A voting rights, together with the written consent of the Class B Member., if any. Special Assessments shall be apportioned as provided in Section 10.3 and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

(c) **Emergency Assessments.** If the General Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noting the reason therefor, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis. Emergency Assessments shall be apportioned as set forth in Section 10.3 and payable as determined by the Board.

(d) **Limited Common Area Assessments.** General Assessments, Special Assessments and Emergency Assessments relating to maintenance, upkeep, repair, replacement or Improvements to Limited Common Areas or Limited Common Easement Areas shall be assessed exclusively and on an equal basis to the Lots having the right to use and enjoy such Areas, except as expressly provided in Section 4.7.

(e) **Individual Assessments.** Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed as Individual Assessments exclusively against the Lots benefited. Individual Assessments include, without limitation, charges for services provided under Sections 8.5(G) and 9.3 and any loss or cost incurred by the

Association that the Board determines is the fault of one or more Owners and not paid by insurance, as well as default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board, Individual Assessments shall be due 30 days after the Board has given written notice thereof to the Owners subject to the Individual Assessments.

(f) **Working Fund Assessments.** Upon the first sale of a Lot to a purchaser other than a successor Declarant and upon any subsequent sale of such Lot, the purchaser shall pay to the Association a Working Fund Assessment equal to \$350.00. The Board of Directors may deposit Working Fund Assessments either in the Operations Fund or in the Reserve Fund, at the discretion of the Board.

10.5 **Operations Fund.** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 10.6 or Working Fund Assessments deposited in the Reserve Fund, separate and apart from its other funds, in an Operations Fund in a bank account in the name of the Association. The Association shall use such fund for the purpose of promoting the recreation, health, safety and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Maintenance Areas and the Lots, including but not limited to:

- (a) Payment of the cost of operation, maintenance, utilities, services, repairs and replacements for the Common Maintenance Areas.
- (b) Payment of the cost of insurance maintained by the Association.
- (c) Payment of taxes assessed against the Common Areas and any Improvements thereon.
- (d) Payment of the cost of other services that the Association deems to be of general benefit to the Owners, including, but not limited to, accounting, legal and secretarial services.

10.6 **Reserve Fund.**

(a) **Establishment of Account.** Declarant, on behalf of the Association, shall conduct an initial reserve study as described in Section 10.6(c) and establish a Reserve Fund in a bank account in the name of the Association to fund major maintenance, repair or replacement of any common properties that will normally require replacement in whole or in part in more than one and less than 30 years; for exterior painting if the Common Maintenance Areas or other property to be maintained by the Association includes exterior painted surfaces; and for other items, whether or not involving Common Maintenance Areas, if the Association has responsibility to maintain the items, including items required by the Maintenance Plan. The Reserve Fund need not include those items that can reasonably be funded from the general budget or other funds of the Association or for those items for which one or more, but less than all, Owners are responsible for maintenance and replacement under this Declaration or the Bylaws.

(b) **Funding of Reserve Fund.** The Reserve Fund shall be funded by Assessments against the individual Lot assessed for maintenance of the items for which the Reserve Fund is being established, which sums shall be included in the regular General Assessment for the Lot. The Reserve Fund shall also include Working Fund Assessments to the extent so allocated by the Board of Directors pursuant to Section 10.4(f). The Reserve Fund shall be established in the name of the Association. The Association is responsible for administering the Reserve Fund and making periodic payments into the account. The Board of Directors or the Owners may not vote to eliminate funding the Reserve Account unless the Board determines that the Reserve Account will be adequately funded for the following year, except that after the Turnover Meeting the Board, with the approval of all Owners, may, on an annual basis, elect not to fund the Reserve Fund for the following year.

(c) **Reserve Studies.** The reserve portion of the initial Assessment determined by Declarant shall be based on a reserve study described in this paragraph (c) or other sources of information. The Board of Directors annually shall conduct a reserve study, or review and update an existing study, to determine the Reserve Fund requirements, and may adjust the amount of payments as indicated by the study or update and provide other reserve items that the Board, in its discretion, may deem appropriate. The reserve study shall:

- (1) Identify all items for which reserves are to be established;
- (2) Include the estimated remaining useful life of each item as of the date of the reserve study; and
- (3) Include for each item, as applicable, an estimated cost of maintenance, repair and replacement at the end of its useful life.

(d) **Use of Reserve Fund.** The Reserve Fund shall be used only for the purposes for which the reserves have been established and shall be kept separate from other funds. After the Turnover Meeting, however, the Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

10.7 **Declarant's Subsidy.** Declarant may, but shall not be obligated to, reduce the General Assessments for any fiscal year by payment of a subsidy (in addition to any other amounts then owed by Declarant), which may be either a contribution, an advance against future Assessments due from Declarant or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the Association's budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years unless otherwise provided in a written agreement between the Association and Declarant.

10.8 **Commencement of Assessment Obligation; Time of Payment.** The obligation

to pay Assessments under this Declaration shall commence as to each Lot on the first day of the month after such Lot becomes subject to Assessment. The first annual General Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence for such Lot.

10.9 **Payment of Assessments.** Assessments shall be paid in such manner and on such dates as the Board of Directors may establish. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all Assessments to be paid in full immediately. Until the Turnover Meeting, any obligation of Declarant to pay Assessments may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

10.10 **Creation of Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such Assessments and charges, together with any interest, late charges, expenses or attorneys' fees imposed pursuant to Article 11, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges and other costs shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 11.

10.11 **Voluntary Conveyance.** In a voluntary conveyance of a Lot the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an Owner or Owner's agent for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid Assessments against the prospective grantor of the Lot effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid Assessments against the grantor not included in the written statement.

10.12 **No Waiver.** Failure of the Board of Directors to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

10.13 **No Option to Exempt.** No Owner may exempt himself or herself from liability for Assessments by nonuse of Common Areas, abandonment of his or her Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board of Directors to take some action or perform

some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

10.14 **Certificate.** Upon written request, the Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Article 11 ENFORCEMENT

11.1 **Violation of General Protective Covenants.** In the event that any Owner constructs or permits to be constructed on his or her Lot an Improvement contrary to the provisions of this Declaration, or violates any provisions of this Declaration, the Bylaws, or the Rules and Regulations, then the Association acting through the Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, is unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within 14 days after issuing written notice to the Owner, then the Association acting through the Board shall have the right to do any or all of the following:

(a) Assess reasonable fines against such Owner, based upon a resolution adopted by the Board of Directors that is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the Owner of each Lot in writing, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item that is in violation of this Declaration so as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Operations Fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

(c) Cause any vehicle parked in violation of this Declaration or of the Rules and Regulations to be towed and impounded at the Owner's expense;

(d) Suspend the voting rights, any utility services paid for out of Assessments and the right to use the Common Areas for the period that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from the Owner's Lot in the absence of a lien foreclosure or court order to such effect; and

(e) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

11.2 **Default in Payment of Assessments; Enforcement of Lien.** If an Assessment or other charge levied under this Declaration is not paid within 30 days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the

rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owner's voting rights, any utility service paid for out of Assessments and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full, and may declare all remaining periodic installments of any General Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from the Owner's Lot in the absence of a lien foreclosure or court order to such effect.

(b) The Association shall have a lien in accordance with ORS 94.709 against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot, and may foreclose such lien in the manner provided in ORS 94.709.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien described in Section 11.2(b). Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association shall have any other remedy available to it by law or in equity.

11.3 **Interest, Late Charges and Expenses.** Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate that is the greater of 18 percent per annum or three percentage points per annum above the prevailing Portland, Oregon prime rate as of the due date, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board, which resolution is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the Owner in writing, together with all expenses incurred by the Association in collecting such unpaid Assessments, including attorneys' fees (whether or not suit is instituted). In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien, established from time to time by resolution of the Board.

11.4 **Costs and Attorneys' Fees.** In the event of any suit or action to enforce this Declaration, the Bylaws, the Rules and Regulations or the Oregon Planned Community Act, or to collect any money due hereunder or to foreclose a lien, the prevailing party in such suit or action shall be entitled to recover all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

11.5 **Nonexclusiveness and Accumulation of Remedies.** An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided

in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

11.6 **Enforcement by Clackamas County and the City of Wilsonville.** The provisions of this Declaration relating to preservation and maintenance of Common Areas shall be deemed to be for the benefit of Clackamas County and the City of Wilsonville as well as the Association and Owners of Lots, and Clackamas County may enforce such provisions by appropriate proceedings at law or in equity, or may cause such maintenance to be performed, the costs of which shall become a lien upon the Property.

Article 12 DISPUTE RESOLUTION

12.1 Mediation.

(a) Except as otherwise provided in this Section 12.1, before initiating litigation, arbitration or an administrative proceeding in which the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Clackamas County, Oregon that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

(b) If the party receiving the offer does not accept the offer within 10 days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation, arbitration or administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) If a qualified dispute resolution program exists within Clackamas County, Oregon and an offer to use the program is not made as required under Section 12.1(a), then litigation, arbitration or an administrative proceeding may be stayed for 30 days upon a motion of the non-initiating party. If the litigation, arbitration or administrative action is stayed under this Section 12.1(c), both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under Section 12.1(c), if the dispute resolution process is not completed within 30 days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.

(e) Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the

grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this Section 12.1 do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation, arbitration or an administrative proceeding initiated to collect Assessments, other than Assessments attributable to fines.

12.2 **Arbitration.** Any claim, controversy or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), Association, the Architectural Review Committee, or one or more Owners, or any of the In, arising out of or related to this Declaration, the Bylaws, the Rules and Regulations, or the Property shall be first subject to mediation as described in Section 12.1 or otherwise, and if not timely settled by mediation shall be resolved by arbitration in accordance with this Article 12. The decisions and award of the arbitrator shall be final, binding and not appealable. The arbitration shall be conducted in the Portland, Oregon, metropolitan area or at such other location as may be agreed upon by the parties, pursuant to the arbitration statutes of the State of Oregon, and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

12.3 **Selection of Arbitrator.** The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within 10 days after a party's demand for arbitration, upon application of any party, the presiding judge of the Circuit Court of Clackamas County, Oregon shall designate the arbitrator.

12.4 **Consolidated Arbitration.** Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration. Notwithstanding the provisions of this Article 12, in the event any claim, controversy or dispute involves a claim by either party against a third party who is not required to and does not voluntarily agree to submit such claim to arbitration, then either party may elect to have the matter determined by a court of law in a consolidated proceeding, rather than by arbitration. In such case, the parties hereby waive trial by jury and agree that the matter shall be determined by a judge sitting without a jury.

12.5 **Discovery.** The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Clackamas County Circuit Court. The arbitrator shall have all of the authority of the court incidental to such discovery, including, without limitation, authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions, including, without limitation, award against a party for failure to comply with any order.

12.6 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of

the parties, except when any of the parties is absent in default or has waived its right to be present.

12.7 **Excluded Matters.** Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 12 (but shall be subject to the applicable provisions of Section 12.8): (a) actions relating to the collection of fees, Assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, Assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above); and (b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 12. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article 12.

12.8 **Costs and Attorneys' Fees.** The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the non-prevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Declaration, the Bylaws, the Rules and Regulations or the Oregon Planned Community Act to obtain a judicial construction of any provision of this Declaration, the Bylaws or the Rules and Regulations; to rescind this Declaration; or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred before and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

12.9 **Survival.** The mediation and arbitration agreement set forth in this Article 12 shall survive the transfer by any party of its interest or involvement in the Property and any Lot therein and shall survive the termination of this Declaration.

Article 13 MORTGAGES

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots. The provisions of this Article 13 apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.1 **Subordination of Lien to Mortgages.** The lien of the Assessments or charges

provided for in this Declaration shall be subordinate to the lien of any Mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage or deed of trust pursuant to a decree of foreclosure or non-judicial sale thereunder shall extinguish any lien of an Assessment, notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

13.2 **Reimbursement of First Mortgagees.** First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

13.3 **Notification of First Mortgagee.** If a first Mortgagee has requested such notice in writing from the Association, the Board shall notify such Mortgagee of any individual Lot of any default in performance of this Declaration by the Owner which is not cured within 60 days after notice of default to the Owner.

13.4 **Notice to Association.** Upon request, each Owner shall furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Article 14 AMENDMENT AND REPEAL

14.1 **How Proposed.** Amendments to or repeal of this Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding 30 percent or more of the Association's voting rights. The proposed amendment or repeal must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment or repeal.

14.2 **Approval Required.** This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75 percent of the voting rights, without regard to any weighted vote for the Class B Member, together with the written consent of the Class B Member, if such Class B Membership has not been terminated as provided in this Declaration. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted under this Declaration or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot unless the Owners of the affected Lots unanimously consent to the amendment. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing 75 percent of the total vote, other than Declarant, agree to the amendment. To the extent any amendment relates to the preservation or maintenance of the

Common Areas or private utility lines, or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by the zoning administrator of Clackamas County.

14.3 **Recordation**. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Clackamas County, Oregon of a certificate of the president and secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that such amendment, amendments or repeal have been approved in the manner required by this Declaration and ORS 94.590, and acknowledged in the manner provided for acknowledgment of deeds.

14.4 **Regulatory Amendments**. Notwithstanding the provisions of Section 14.2, until the Turnover Meeting has occurred, Declarant shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Farmers Home Administration of the United States; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Oregon; or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment must be approved by the Association in accordance with the approval provisions of this Declaration or the Bylaws, as applicable.

Article 15 MISCELLANEOUS PROVISIONS

15.1 **No Implied Obligations**. Nothing in this Declaration shall be construed to require Declarant or any successor Declarant to improve or develop any of the Property or to do so for any particular uses.

15.2 **Right to Approve Additional Covenants**. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium or similar instrument affecting any portion of the Property without Declarant's prior written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force or effect unless subsequently approved in writing by Declarant.

15.3 **Notice of Sale or Transfer of Title**. Any Owner selling or otherwise transferring title to his or her Lot shall give the Association written notice within seven days after such transfer of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Association may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including Assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.4 **Exclusive Rights to Use Name of Development**. No Person shall use the name "Aspen Meadows" or any derivative of such name in any printed, digital (i.e., internet) or other promotional or commercial material without Declarant's prior written consent. However, an Owner may use the name "Aspen Meadows" where such term is used solely to specify that the Owner's

property is located within the Property. In no event shall any Owner enter into an agreement with any third party for the sale, rental or management of the Owner's Lot if such agreement purports to grant any right to such third party to use the name "Aspen Meadows" or any derivative of such name in violation of this provision.

15.5 **Lessees and Other Invitees.** Lessees, employees, invitees, licensees, contractors, family members, guests and other Persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his or her Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such Persons in the same manner and to the same extent as if the failure had been committed by the Owner.

15.6 **Nonwaiver.** Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

15.7 **Construction and Severability.** This Declaration shall be liberally construed as an entire document to accomplish the purposes hereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

15.8 **Terminology and Captions.** As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

15.9 **Notices.** All notices to the Association or to the Board of Directors shall be sent care of the manager or, if there is no manager, to the principal office of the Association or to such other address as the Board may designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board or, if no address has been designated, to the Owner's Lot. In the discretion of the Board, any notice, information or other written material required to be given to an Owner or director under this Declaration or the Bylaws or pursuant to the Oregon Planned Community Act, may be given by electronic mail, facsimile or other form of electronic communication acceptable to the Board, except for the following notices: failure to pay an Assessment, foreclosure of an Association lien under ORS 94.709, or an action the Association may take against an Owner. An Owner or director may decline to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the Board to provide notice in any other manner permitted under this Declaration or the Bylaws or the Oregon Planned Community Act.

15.10 **Private Agreement.** This Declaration and the covenants and agreements contained herein constitute a private agreement among the Owners of Lots in Aspen Meadows. This Declaration does not restrict Clackamas County's authority to adopt or amend its

development regulations. It is the duty of every Person engaged in development or remodeling of a Lot and/or Improvement in Aspen Meadows to know the requirements of this Declaration and the covenants and agreements contained herein. There may be conflicting requirements between this Declaration and regulations of Clackamas County. In the event there is a conflict between a regulation of Clackamas County and this Declaration, any question regarding which provision controls shall be directed to the Architectural Review Committee. In each case, Clackamas County will limit its review of a development application to the requirements of its regulations and will not be liable for any approvals or permits that are granted in compliance with the regulations of Clackamas County, the State of Oregon or any other jurisdiction, but that are not in compliance with this Declaration. Declarant, the Committee and/or the Association will not be liable for any approvals that are granted in compliance with this Declaration, but that are not in compliance with the regulations of Clackamas County, the State of Oregon or any other jurisdiction.

IN WITNESS WHEREOF, THE UNDERSIGNED BEING THE DECLARANT HEREIN, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2017.

By: **JB CUSTOM HOMES, LLC**
Sun Jae Yu, Chief Financial Officer

STATE OF OREGON)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Sun Jae Yu, Chief Financial Officer of JB Custom Homes, LLC, an Oregon Limited Liability Company, on its behalf.

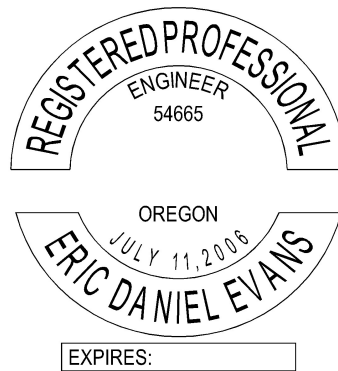
Notary Public of Oregon
My commission expires: _____

EMERIO *Design*

CIVIL ENGINEERS & PLANNERS

Preliminary Stormwater Management Plan
For
Canyon Creek South Subdivision
6-Lot Subdivision
Wilsonville, Oregon
(TL 6200, Tax Map 31W13BD)

Emerio Project Number: 463-002
City of Wilsonville BD Numbers: TBD
Date: 02-22-2018



Prepared For:
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List of Appendices:

APPENDIX A – Site Information

- (1) Vicinity Map
- (2) On Site Soils Maps – “Soils Survey for Clackamas County”
- (3) Geotechnical Report – (HGSI, June 2016, infiltration section only)

APPENDIX B – On-site Analysis

- (1) Tabulated Basin Areas
- (2) WES BMP Sizing Printout

APPENDIX C – Basin Maps

- (1) Pre-Developed Site Map
- (2) Post-Developed Basin Map
- (3) Boeckman Creek Watershed Map

Project Overview and Description:

This is a preliminary storm management plan for the proposed development site, with an existing house at east of SW Canyon Creek Road South and near the intersection of SW Daybreak Street & SW Canyon Creek Road South. The proposed development will include 6 residential lots with five new residential lots and retains the existing residence. Road improvements will extend a neighborhood road south from the adjacent subdivision into the site and connect back to SW Canyon Creek Road South in the southwest corner. The site is located at 28600 SW Canyon Creek Road South in Wilsonville, OR, see Appendix A(1) for vicinity map.

Soil Classification:

The NRCS soil survey of Washington County, Oregon classifies the onsite soils as Aloha Silt Loam, Woodburn Silt Loam, and Xerochrepts and Haploxerolls. The associated hydrologic group for Aloha Silt Loam is C/D and for this analysis the soil group "C" will be used. For Woodburn Silt Loam the associated hydrologic group is C. Except for the stormwater outfall, no construction activities will be conducted in the area where Xerochrepts and Haploxerolls are found.

Methodology

Stormwater runoff will be addressed for this project by two separate systems: **1)** The existing roof and driveway for lot 1 and most of proposed onsite ROW will be addressed by city of Wilsonville standard LIDA facility vegetated infiltration swales along SW Canyon Creek Road South, A Street and Tract A. **2)** All other roofs, driveways for lots 2, 3, 4, 5, and 6 will be treated by private LIDA infiltration planters at each lot. City of Wilsonville approves the use of WES BMP sizing tool. The lots requiring private LIDA facilities are sized at approximately 4% per WES BMP Sizing Tool, given site conditions. See the following table for tabulated lot surface areas and required private infiltration planter sizes. Overflow from all LIDA facilities, public and private, will be collected by proposed storm pipe that will outfall to Boeckman Creek to the east of the project site.

Private LIDA Facilities

<u>Lot #</u>	<u>Lot Sizes (SF)</u>	<u>Planter Sizes (SF)</u>
2	2,558	102.31
3	2,460	98.41
4	1,722	68.86
5	1,951	78.04
6	2,029	81.17
Total	10,720	429

On-site basins were delineated based on location of stormwater swales. Basin D, approximately 4,397 SF in size will not be treated due to surface grading issues. Storm drainage from basin D will flow eastward overland to the creek. Basin D will be proxy treated by the exiting roof, driveway and the frontage of lot 1 composing approximately 3,719. Each swale was sized to treat and detain the stormwater for the corresponding basin. See Appendix C(2) for the basin delineation map and Appendix B(2) for BMP sizing printout.

Downstream Analysis:

Stormwater from the proposed development will maintain its existing flow path and contribute to Boeckman Creek. Downstream pipe conveyance analysis will be conducted at the final design of the proposed site.

Infiltration Testing:

Infiltration testing was conducted by Hardman Geotechnical Services. The reported infiltration rate was over 3 inches per hour at a depth of 5 feet. During field exploration to a depth of 10 feet, groundwater was not encountered. See report for more information Appendix A(3).

Water Quantity Flow Control:

Stormwater infiltration swales in the ROW were utilized to match pre-developed flows to post-developed flows during the 25-year event for ROW impervious areas (see basin map). Individual roofs (except lot 1) will be treated on each site along with their driveways. The WES BMP Sizing Tool was used to determine sizing requirements. All the proposed swale sizes are sufficient to treat, and flow control the storm drainage from the delineated basins. See table in Appendix B(2) for calculated required and proposed stormwater swale areas.

Rock check dams for the stormwater swales will be designed prior to final engineering approval per City of Wilsonville/Clackamas County detail 4-4. See construction plans for more details.

Water Quality:

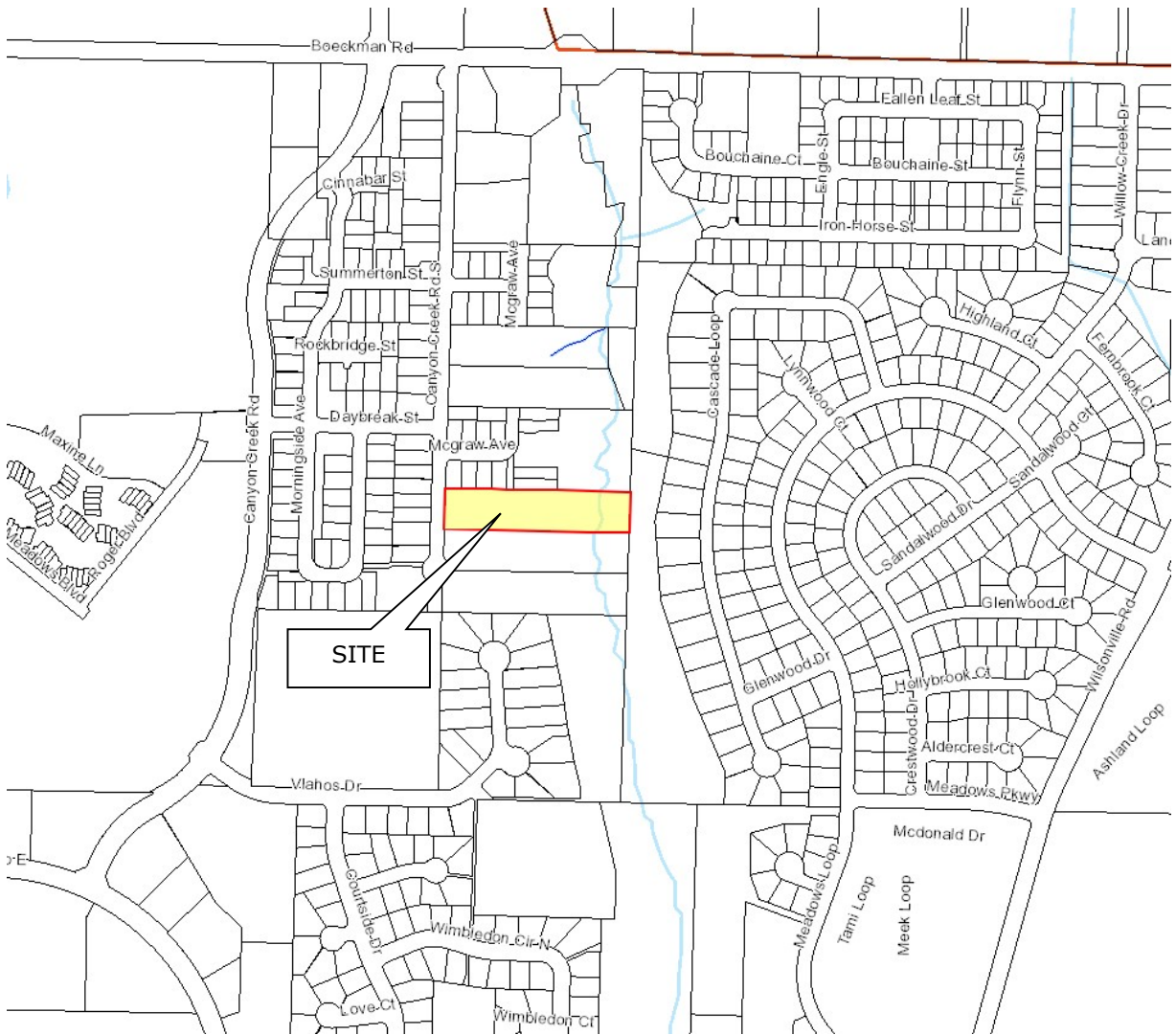
As described under Methodology, stormwater swales at the ROW and per lot planters were utilized to treat stormwater generated from developed impervious areas for this project. The WES BMP Sizing Tool was used to determine sizing requirements for proposed swales and planters. See appendix B(2) for output from the analysis showing LIDA area required and the LIDA area proposed to be provided.

Conclusion:

The design of the proposed site satisfies water quality and flow control standards set by City of Wilsonville.

Appendix A

Appendix A(1)
Vicinity Map



Appendix A(2)
Soil Classification Map



Tables - Hydrologic Soil Group - Summary By Map Unit

Summary by Map Unit - Clackamas County Area, Oregon (OR610)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1A	Aloha silt loam, 0 to 3 percent slopes	C/D	0.4	16.0%
1B	Aloha silt loam, 3 to 6 percent slopes	C/D	0.6	22.8%
91C	Woodburn silt loam, 8 to 15 percent slopes	C	0.6	22.3%
92F	Xerochrepts and Haploxerolls, very steep	B	1.0	38.9%
Totals for Area of Interest			2.5	100.0%



June 18, 2016
HGSI Project No. 16-2025

Scott Miller
Samm – Miller LLC
10211 SW Barber Street
Wilsonville, Oregon 97070

Copies: Eric Evans / Annemarie Skinner, Emerio Design

Via e-mail with hard copies mailed on request

**Subject: GEOTECHNICAL ENGINEERING REPORT
CANYON CREEK SOUTH
14-LOT SUBDIVISION
WILSONVILLE, OREGON**

This report presents the results of a geotechnical engineering study conducted by Hardman Geotechnical Services Inc. (HGSI) for the above-referenced project. The purpose of this study was to evaluate subsurface conditions at the site and to provide geotechnical recommendations for the planned development. This geotechnical study was performed in accordance with HGSI Proposal No. 16-639, dated May 18, 2016, and your subsequent authorization of our proposal and *General Conditions for Geotechnical Services*.

SITE DESCRIPTION AND PROPOSED DEVELOPMENT

The site consists of a rectangular shaped property located at 28500 and 28530 Canyon Creek Road South in Wilsonville, Oregon (Figure 1). Site topography within most of the area of the proposed development is gently sloping downward to the east. Moderate to steep slopes are present on the four eastern lots, Lots 3 through 6. Steep slopes extend downward from the eastern limit of development to Boeckman Creek to the east. An existing house and outbuilding exists on each of the two current tax lots, and are planned to be removed. Vegetation in the area to be developed consists of grasses, bushes, landscape plants, and sparse mature trees. The steeply sloped portion of the site is wooded.

The proposed development includes subdividing the property into 14 lots for construction of single family homes as shown on the attached Site Plan, Figure 2. We anticipate the homes will be wood framed and up to three stories in height. Associated underground utilities, stormwater facilities, and streets are also planned. The proposed grading plan indicates earthwork will be limited to construction of the proposed streets. If revisions to the grading plan are made or mass grading of the lots is proposed, HGSI should review grading plans when they become available in order to provide additional geotechnical recommendations as needed.

REGIONAL GEOLOGY AND SEISMIC SETTING

The subject site lies within the Portland Basin, a broad structural depression situated between the Coast Range on the west and the Cascade Range on the east. The Portland Basin is a northwest-southwest trending structural basin produced by broad regional downwarping of the area. It is approximately 20 miles wide and

45 miles long and is filled with consolidated and unconsolidated sedimentary rocks of late Miocene, Pliocene and Pleistocene age.

Gannet and Caldwell (1998) map the site area as being underlain by Pleistocene-age Alluvium and Glacial-Outburst Flood Sediments and Holocene Alluvial Deposits. These materials are described as “silt, sand and gravel deposited primarily by late Pleistocene glacial-outburst floods, but also including glaciofluvial sediments from the Cascade Range” and “sand, gravel, and silt deposits along channels and flood plains of the present day drainage system”, respectively. The catastrophic flood deposits are associated with repeated glacial outburst flooding of the Willamette Valley, the last of which occurred about 10,000 years ago (Madin, 1990). These deposits are commonly referred to as the Willamette Formation.

At least three major seismic source zones capable of generating damaging earthquakes are known to exist in the region. These include the Portland Hills Fault Zone, Gales Creek-Newberg-Mt. Angel Structural Zone, and the Cascadia Subduction Zone. These potential earthquake source zones are included in the determination of seismic design values for structures, as presented in the *Seismic Design* section.

FIELD EXPLORATION

The site-specific exploration for this study was conducted on May 16 and May 26, 2016 and consisted of test pits, infiltration tests, and Dynamic Cone Penetrometer (DCP) tests at the approximate locations shown on the attached Site Plan, Figure 2. It should be noted that exploration locations were determined in the field by pacing or taping distances from apparent property corners and other site features shown on the plans provided. As such, the locations of the explorations should be considered approximate.

Exploratory Test Pits

The site-specific exploration for this study was conducted on May 26, 2016 and consisted of six test pits (designated TP-1 through TP-6) excavated to depths of 8 to 10 feet below ground surface (bgs). Explorations were conducted under the full-time observation of HGSI personnel. Soil samples obtained from the borings were classified in the field and representative portions were placed in relatively air-tight plastic bags. These soil samples were then returned to the laboratory for further examination. Pertinent information including soil sample depths, stratigraphy, soil engineering characteristics, and groundwater occurrence was recorded. Soils were classified in general accordance with the Unified Soil Classification System.

Summary test pit logs are attached to this report. The stratigraphic contacts shown on the individual logs represent the approximate boundaries between soil types. The actual transitions may be more gradual. The soil and groundwater conditions depicted are only for the specific dates and locations reported, and therefore, are not necessarily representative of other locations and times.

Infiltration Testing

On May 16, 2016, HGSI performed falling head infiltration tests using the open pit method in hand auger borings HA-1, HA-2 and HA-3. Soils were pre-saturated a minimum of 4 hours prior to testing. Following the soil saturation, infiltration tests were conducted. The water level was measured to the nearest 0.1 inch from a fixed point. The change in water level was recorded at regular intervals over a period of several hours. Table 1 presents the results of the falling head infiltration tests.

Table 1. Summary of Infiltration Test Results

Test Pit	Depth (feet)	Soil Type	Infiltration Rate (in/hr)	Hydraulic Head Range during Testing (inches)
HA-1	5	SILT with fine Sand (ML)	2.1	20 – 16
HA-2*	5	SILT with fine Sand (ML)	5.3*	34 – 21
HA-3	5	SILT with fine Sand (ML)	2.1	29 – 27

*Test result impacted by soil fissures. Not considered a reliable indicator of long-term infiltration capacity.

Subgrade Soil Evaluation – DCP Testing

On May 26, 2016, HGSI conducted two Dynamic Cone Penetrometer (DCP) tests to determine the strength parameters of the in-situ soil for support of pavement. Tests were performed at the approximate locations shown on Figure 2. Test equipment and methodology were in general accordance with ASTM Test Method D6951/D6951M – 09, *Standard Test Method for Use of the Dynamic Cone Penetrometer in Shallow Pavement Applications*. Correlated California Bearing Ratio (CBR) values at the test locations are summarized on Table 2, for the depth intervals indicated. Correlated CBR values were determined using ASTM D6951/D6951M - 09.

Table 2. DCP Field Test Results and Correlated CBR Values

Test Designation	Test Location	Material Tested	Depth Interval (feet)	Average Penetration Per Blow (mm)	Correlated CBR
DCP-1	Public Street 'A' See Figure 2	Native Silt	0.9 – 3.0	11	9
DCP-2	Tract 'A' Private Street See Figure 2	Native Silt	1.0 – 3.4	18	5.5

SUBSURFACE CONDITIONS

The following discussion is a summary of subsurface conditions encountered in our explorations. For more detailed information regarding subsurface conditions at specific exploration locations, refer to the attached test pit and hand auger logs. Also, please note that subsurface conditions can vary between exploration locations, as discussed in the *Uncertainty and Limitations* section below.

Soil

On-site soils are anticipated to consist of undocumented fill, topsoil, silt, and silty fine sand as described below.

Undocumented Fill – Undocumented fill was observed in Test Pit TP-3 and TP-6 to depths of 8.5 and 1.5 feet, respectively. Topographic expression suggests a significant quantity of fill is present

below the eastern portion of the driveway adjacent to Test Pit TP-3. Fill is likely present within the landscape terraces / rockery wall area behind 28530 Canyon Creek Road South. Localized areas of undocumented fill may also be present in the vicinity of the existing structures, driveways, or in other areas beyond our exploration locations.

Topsoil – Topsoil was encountered in nearly all of the test pits and had an approximate average thickness of 10 inches. These soils generally consisted of dark brown, organic silt (OL).

Silt and Silty Fine Sand – Underlying the topsoil, test pits encountered silt belonging to the Willamette Formation. At shallow depths, these soils were typically stiff to very stiff, silt, brown with orange and gray mottling, moist. Mottling typically decreased with depth. In some of the test pits, fine sand content gradually increased with depth. This increase in fine sand content resulted in Test Pit TP-1 and TP-2 terminating in silty fine sand. All test pits were terminated in the Willamette Formation unit, at depths of 8 to 10 feet bgs.

Groundwater

During the field exploration, a static groundwater level was not encountered to the maximum depth of exploration, 10 feet. Perched groundwater conditions often occur over fine-grained native deposits such as those beneath the site, particularly during the wet season. It is anticipated that groundwater conditions will vary depending on the season, local subsurface conditions, changes in site utilization, and other factors. The groundwater conditions reported above are for the specific date and locations indicated, and therefore may not necessarily be indicative of other times and/or locations.

CONCLUSIONS AND RECOMMENDATIONS

Results of this study indicate that the proposed development is geotechnically feasible, provided that the recommendations of this report are incorporated into the design and construction phases of the project. Recommendations are presented below regarding slope stability and footing to slope setback, site preparation, engineered fill, fill slope keying and benching, wet weather earthwork, structural foundations, below-grade structural retaining walls, concrete slabs-on-grade, perimeter footing drains, seismic design, stormwater infiltration systems, excavating conditions and utility trench backfill, typical driveway sections, and erosion control considerations.

Slope Stability and Footing to Slope Setback

A steep slope exists in the eastern portions of Lots 5 and 6. This slope is composed of undocumented fill, with the approximate limits of the fill shown on Figure 2. Please note that this estimate of fill extent is based on limited subsurface data and topographic expression and the fill may be more or less extensive than indicated. Underlying the undocumented fill is a moderate slope consisting of native soil as evident by the natural slope directly north and south of the over-steepened fill slope. The natural slope becomes steep to the east of the area that is proposed to be developed.

The grading plan indicates grading is proposed for construction of the streets and the bark pathway located between Lots 4 and 5. Due to significant quantities of fill present on Lots 5 and 6, consideration should be given to removing the fill during the initial grading phase of the project. Alternatively, the undocumented fill could be removed during lot excavation for the homes on Lots 5 and 6. If revisions to the grading plan are made or mass grading of the lots is proposed, HGSI should review grading plans when they become available in order to provide additional geotechnical recommendations as needed. Although not currently proposed, placement of significant fills at the top of the existing steep slope area is not recommended.

The natural slope is underlain by stiff to very stiff silt which appeared intact and undisturbed. The slope was generally smooth and uniform. No indications of previous slope failure or unstable soils were observed. Based on results of this study it is our opinion that on-site slopes have adequate factors of safety considering gross (overall) stability. During and following site development within sloped areas, surface runoff should be collected and storm water should be discharged in a controlled manner. In no case should uncontrolled stormwater runoff be allowed to flow over slopes. It should be noted that this evaluation is based on limited observation of surficial features, the subsurface explorations performed and review of available geologic literature. Deep subsurface explorations and quantification of slope stability factors of safety using numerical methods were beyond the scope of this study.

The proposed building on Lots 3 through 6 should have a sufficient slope to footing setback. Footings adjacent to the slopes should be deepened to provide a minimum footing to slope setback of 7 feet measured horizontally from the outside edge of the footing bottom to the slope face.

Site Preparation

Proposed areas to receive engineered fill should first be cleared of vegetation and any loose debris or undocumented fill (if encountered), and debris from clearing should be removed from the site. A significant quantity of fill is present in the vicinity of Test Pit TP-3, within the approximate area shown on Figure 2. Fill is likely present within the landscape terraces / rockery wall area behind 28530 Canyon Creek Road South. Organic-rich topsoil should be stripped to the relatively inorganic native soils. We anticipate that the depth of stripping will be an average of roughly 10 inches over most of the site. Deeper stripping will be needed in areas that have abundant root balls (where dense trees are present), or areas of localized fill deposits, etc. The final depth of stripping removal may vary depending on local subsurface conditions and the contractor's methods, and should be determined on the basis of a site inspection after the initial stripping has been performed.

Stripped organic soil should be stockpiled only in designated areas or removed from the site and stripping operations should be observed and documented by HGSI. Any remaining undocumented fills and subsurface structures (tile drains, basements, driveway and landscaping fill, old utility lines, septic leach fields, etc.) should be removed and the excavations backfilled with engineered fill.

In construction areas, once stripping is approved, the area should be ripped or tilled to a depth of 12 inches, moisture conditioned, and compacted in-place prior to the placement of engineered fill or crushed aggregate base for pavement. Exposed subgrade soils should be evaluated by HGSI. For large areas, this evaluation is normally performed by proof-rolling the exposed subgrade with a fully loaded scraper or dump truck. For smaller areas where access is restricted, the subgrade should be evaluated by probing the soil with a steel probe.

Soft/loose soils identified during subgrade preparation should be compacted to a firm and unyielding condition or over-excavated and replaced with engineered fill, as described below. The depth of overexcavation, if required, should be evaluated by HGSI at the time of construction.

Engineered Fill

In general, we anticipate that on-site soils will be suitable for use as engineered fill in dry weather conditions, provided they are relatively free of organics and are properly moisture conditioned for compaction. Imported fill material must be approved by the geotechnical engineer prior to being imported to the site. Oversize material greater than 6 inches in size should not be used within 3 feet of foundation footings, and material greater than 12 inches in diameter should not be used in engineered fill.

Engineered fill should be compacted in horizontal lifts not exceeding 8 inches using standard compaction equipment. We recommend that engineered fill be compacted to at least 90 percent of the maximum dry density determined by ASTM D1557 (Modified Proctor) or equivalent. On-site soils may be wet or dry of optimum; therefore, we anticipate that moisture conditioning of native soil will be necessary for compaction operations.

Proper test frequency and earthwork documentation usually requires daily observation and testing during stripping, rough grading, and placement of engineered fill. Field density testing should conform to ASTM D2922 and D3017, or D1556. Engineered fill should be periodically observed and tested by the project geotechnical engineer or his representative. Typically, one density test is performed for at least every 2 vertical feet of fill placed or every 500 yd³, whichever requires more testing.

Fill Slope Keying and Benching

Our understanding of the proposed project is that grading is proposed for construction of the streets and the bark pathway located between Lots 4 and 5. These areas are not sufficiently sloped to require keying and benching. We anticipate the eventual grading of Lots 3 through 6 may consist of engineered fill placed on the slope. Engineered fill placed on slopes requires keying and benching. If the scope of the project is modified and engineered fill is planned on slopes, HGSI should review the grading plan and provide additional recommendations as needed.

We recommend that fill slopes for the project be planned no steeper than 2H:1V and be constructed in accordance with the Fill Slope Detail, Figure 3. For fill slopes constructed at 2H:1V or flatter, and comprised of engineered fill placed and compacted as recommended herein, we anticipate that adequate factors of safety against global failure will be maintained.

Prior to placing compacted fill against the existing natural slopes, all loose undocumented fill, topsoil, and soft soils must first be removed. Adequate benching must be maintained. Fill slope keyways should be constructed with a minimum depth of 2 feet and minimum width of H/3 (10 feet minimum), where H equals the vertical height between the base and top of the fill slope. Both benches and keyways should be roughly horizontal in the down slope direction. A subdrain should be incorporated in the fill slope keyway, and HGSI should observe the keyway excavations prior to the placement of fill.

Measures should be taken to prevent surficial instability and/or erosion of embankment material. This can be accomplished by conscientious compaction of the embankment fills all the way out to the slope face, by maintaining adequate drainage, and planting the slope face as soon as possible after construction. To achieve the specified relative compaction at the slope face, it may be necessary to overbuild the slopes several feet, and then trim back to design finish grade. In our experience, compaction of slope faces by "track-walking" is generally ineffective and is therefore not recommended.

Wet Weather Earthwork

The on-site soils are moisture sensitive and may be difficult to handle or traverse with construction equipment during periods of wet weather. Earthwork is typically most economical when performed under dry weather conditions. Earthwork performed during the wet-weather season will probably require expensive measures such as cement treatment or imported granular material to compact fill to the recommended engineering specifications. If earthwork is to be performed or fill is to be placed in wet weather or under wet conditions when soil moisture content is difficult to control, the following recommendations should be incorporated into the contract specifications.

- Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation or the removal of unsuitable soils should be followed promptly by the placement and compaction of

clean engineered fill. The size and type of construction equipment used may have to be limited to prevent soil disturbance. Under some circumstances, it may be necessary to excavate soils with a backhoe to minimize subgrade disturbance caused by equipment traffic;

- The ground surface within the construction area should be graded to promote run-off of surface water and to prevent the ponding of water;
- Material used as engineered fill should consist of clean, granular soil containing less than about 7 percent fines. The fines should be non-plastic. Alternatively, cement treatment of on-site soils may be performed to facilitate wet weather placement;
- The ground surface within the construction area should be sealed by a smooth drum vibratory roller, or equivalent, and under no circumstances should be left uncompacted and exposed to moisture. Soils which become too wet for compaction should be removed and replaced with clean granular materials;
- Excavation and placement of fill should be observed by the geotechnical engineer to verify that all unsuitable materials are removed and suitable compaction and site drainage is achieved; and
- Bales of straw and/or geotextile silt fences should be strategically located to control erosion.

If cement or lime treatment is used to facilitate wet weather construction, HGSI should be contacted to provide additional recommendations and field monitoring.

Structural Foundations

Based on our understanding of the proposed project and the results of our exploration program, and assuming our recommendations for site preparation are followed, native deposits and/or engineered fill soils will be encountered at or near the foundation level of the proposed structures on Lots 1 - 4 and Lots 7 - 14. The current grading plan does not indicate grading will take place on Lots 5 and 6. A significant quantity of undocumented fill was observed on these lots as discussed in previous report sections. The undocumented fill soils are not considered suitable for support of structures or other settlement sensitive improvements. The undocumented fill should be removed to firm native ground and replaced as engineered fill per the recommendations of this report. Alternatively, foundation excavations could be deepened during house building on Lots 5 and 6, to bear on undisturbed native soils. All structural foundations including deck piers should penetrate undocumented fill soil and should bear directly on competent native soil.

Native soils are generally stiff to very stiff and should provide adequate support of the structural loads. If unsuitable soil conditions are encountered within footing excavations, deeper than typical footing excavations may be required.

Shallow, conventional isolated or continuous spread footings may be used to support the proposed structures, provided they are founded on competent native soils, or compacted engineered fill placed directly upon the competent native soils. We recommend a maximum allowable bearing pressure of 2,000 pounds per square foot (psf) for designing the footings. The recommended maximum allowable bearing pressure may be increased by 1/3 for short term transient conditions such as wind and seismic loading. Minimum footing depths and widths should be determined by the project engineer/architect in accordance with applicable design codes.

A minimum footing-to-slope setback of 7 feet is recommended. The setback should be measured horizontally, from the face of the undisturbed native slope, to the outside edge of the footing. Where structures are located closer than the recommended setback distance, it may be necessary to deepen the footing to achieve the recommended setback.

Assuming construction is accomplished as recommended herein, and for the foundation loads anticipated, we estimate total settlement of spread foundations of less than about 1 inch and differential settlement between two adjacent load-bearing components supported on competent soil of less than about ½ inch. We anticipate that the majority of the estimated settlement will occur during construction, as loads are applied.

Wind, earthquakes, and unbalanced earth loads will subject the proposed structure to lateral forces. Lateral forces on a structure will be resisted by a combination of sliding resistance of its base or footing on the underlying soil and passive earth pressure against the buried portions of the structure. For use in design, a coefficient of friction of 0.5 may be assumed along the interface between the base of the footing and subgrade soils. Passive earth pressure for buried portions of structures may be calculated using an equivalent fluid weight of 390 pounds per cubic foot (pcf), assuming footings are cast against dense, natural soils or engineered fill. The recommended coefficient of friction and passive earth pressure values do not include a safety factor. The upper 12 inches of soil should be neglected in passive pressure computations unless it is protected by pavement or slabs on grade.

Footing excavations should be trimmed neat and the bottom of the excavation should be carefully prepared. All loose or softened soil should be removed from the footing excavation prior to placing reinforcing steel bars. We recommend that footing excavations be observed by HGSI prior to placing steel and concrete, to verify that the recommendations of this report have been followed, and that an appropriate bearing stratum has been exposed.

The above foundation recommendations are for dry weather conditions. Due to the high moisture sensitivity of engineered fill and native soils on the lots, houses constructed during the wet weather season are likely to require overexcavation of footings and backfill with up to 12 inches of compacted, crushed aggregate. The need for, and thickness of crushed rock layer (if needed) should be evaluated by HGSI during our observation of the foundation excavation.

Below-Grade Structural Retaining Walls

Lateral earth pressures against below-grade retaining walls will depend upon the inclination of any adjacent slopes, type of backfill, degree of wall restraint, method of backfill placement, degree of backfill compaction, drainage provisions, and magnitude and location of any adjacent surcharge loads. At-rest soil pressure is exerted on a retaining wall when it is restrained against rotation. In contrast, active soil pressure will be exerted on a wall if its top is allowed to rotate or yield a distance of roughly 0.001 times its height or greater. If the subject retaining walls will be free to rotate at the top, they should be designed for an active earth pressure equivalent to that generated by a fluid weighing 35 pcf for level backfill against the wall. For restrained walls, an at-rest equivalent fluid pressure of 54 pcf should be used in design, again assuming level backfill against the wall. These values assume that the recommended drainage provisions are incorporated, and hydrostatic pressures are not allowed to develop against the wall.

During a seismic event, lateral earth pressures acting on below-grade structural walls will increase by an incremental amount that corresponds to the earthquake loading. Based on the Mononobe-Okabe equation and peak horizontal accelerations appropriate for the site location, seismic loading should be modeled using the active or at-rest earth pressures recommended above, plus an incremental rectangular-shaped seismic load of magnitude $5H$, where H is the total height of the wall.

We assume relatively level ground surface below the base of the walls. As such, we recommend passive earth pressure of 390 pcf for use in design, assuming wall footings are cast against competent native soils or engineered fill. If the ground surface slopes down and away from the base of any of the walls, a lower passive earth pressure should be used and HGSI should be contacted for additional recommendations.

A coefficient of friction of 0.5 may be assumed along the interface between the base of the wall footing and subgrade soils. The recommended coefficient of friction and passive earth pressure values do not include a safety factor, and an appropriate safety factor should be included in design. The upper 12 inches of soil should be neglected in passive pressure computations unless it is protected by pavement or slabs on grade.

The above recommendations for lateral earth pressures assume that the backfill behind the subsurface walls will consist of properly compacted structural fill, and no adjacent surcharge loading. If the walls will be subjected to the influence of surcharge loading within a horizontal distance equal to or less than the height of the wall, the walls should be designed for the additional horizontal pressure. For uniform surcharge pressures, a uniformly distributed lateral pressure of 0.3 times the surcharge pressure should be added.

The recommended equivalent fluid densities assume a free-draining condition behind the walls so that hydrostatic pressures do not build up. This can be accomplished by placing a 12-inch wide zone of crushed drain rock containing less than 5 percent fines against the walls. A 3-inch minimum diameter perforated, plastic drain pipe should be installed at the base of the walls and connected to a sump to remove water from the crushed drain rock zone. The drain pipe should be wrapped in filter fabric (Mirafi 140N or other as approved by the geotechnical engineer) to minimize clogging. The above drainage measures are intended to remove water from behind the wall to prevent hydrostatic pressures from building up. Additional drainage measures may be specified by the project architect or structural engineer, for damp-proofing or other reasons.

HGSI should be contacted during construction to verify subgrade strength in wall keyway excavations, to verify that backslope soils are in accordance with our assumptions, and to take density tests on the wall backfill materials.

Concrete Slabs-on-Grade

Preparation of areas beneath concrete slab-on-grade floors should be performed as recommended in the *Site Preparation* section. Care should be taken during excavation for foundations and floor slabs, to avoid disturbing subgrade soils. If subgrade soils have been adversely impacted by wet weather or otherwise disturbed, the surficial soils should be scarified to a minimum depth of 8 inches, moisture conditioned to within about 3 percent of optimum moisture content, and compacted to engineered fill specifications. Alternatively, disturbed soils may be removed and the removal zone backfilled with additional crushed rock. For evaluation of the concrete slab-on-grade floors using the beam on elastic foundation method, a modulus of subgrade reaction of 200 kcf (115 pci) should be assumed for the soils anticipated at subgrade depth. This value assumes the concrete slab system is designed and constructed as recommended herein, with a minimum thickness of crushed rock of 8 inches beneath the slab.

Interior slab-on-grade floors should be provided with an adequate moisture break. The capillary break material should consist of ODOT open graded aggregate per ODOT Standard Specifications 02630-2. The minimum recommended thickness of capillary break materials on re-compacted soil subgrade is 8 inches. The total thickness of crushed aggregate will be dependent on the subgrade conditions at the time of construction, and should be verified visually by proof-rolling. Under-slab aggregate should be compacted to at least 90% of its maximum dry density as determined by ASTM D1557 or equivalent.

In areas where moisture will be detrimental to floor coverings or equipment inside the proposed structure, appropriate vapor barrier and damp-proofing measures should be implemented. A commonly applied vapor barrier system consists of a 10-mil polyethylene vapor barrier placed directly over the capillary break material. With this type of system, an approximately 2-inch thick layer of sand is often placed over the vapor barrier to protect it from damage, to aid in curing of the concrete, and also to help prevent cement from bleeding down into the underlying capillary break materials. Other damp/vapor barrier systems may also be

feasible. Appropriate design professionals should be consulted regarding vapor barrier and damp proofing systems, ventilation, building material selection and mold prevention issues, which are outside HGSI's area of expertise.

Perimeter Footing Drains

Due to the potential for perched surface water above fine grained deposits and fill such as those encountered at the site, we recommend the outside edge of perimeter footings be provided with a drainage system consisting of 4-inch minimum diameter perforated plastic pipe embedded in a minimum of 1 ft³ per lineal foot of clean, crushed drain rock. The drain pipe and surrounding drain rock should be wrapped in non-woven geotextile (Mirafi 140N, or approved equivalent) to minimize the potential for clogging and/or ground loss due to piping. Water collected from the footing drains should be directed into the local storm drain system or other suitable outlet. A minimum 0.5 percent fall should be maintained throughout the drain and non-perforated pipe outlet. The footing drains should include clean-outs to allow periodic maintenance and inspection.

Down spouts and roof drains should collect roof water in a system separate from the footing drains in order to reduce the potential for clogging. Roof drain water should be directed to an appropriate discharge point well away from structural foundations. Grades should be sloped downward and away from buildings to reduce the potential for ponded water near structures.

Seismic Design

Structures should be designed to resist earthquake loading in accordance with the methodology described in the 2014 Oregon Residential Specialty Code (ORSC). We recommend Site Class D be used for design per ASCE 7-10, Chapter 20. Design values determined for the site using the USGS (United States Geological Survey) *Seismic Design Tool* utility are summarized below in Table 3.

Table 3. Recommended Earthquake Ground Motion Parameters (2014 ORSC)

Parameter	Value
Location (Lat, Long), degrees	45.3139, -122.7567
Mapped Spectral Acceleration Values (MCE, Site Class B):	
Short Period, S_s	0.927 g
Soil Factors for Site Class D:	
F_a	1.129
$SD_s = 2/3 \times F_a \times S_s$	0.698 g
Seismic Design Category (2014 ORSC Table R301.2.2.1.1)	D_1 $0.50g < SD_s < 0.83g$

Soil liquefaction is a phenomenon wherein saturated soil deposits temporarily lose strength and behave as a liquid in response to earthquake shaking. Soil liquefaction is generally limited to loose, granular soils located below the water table. Following development, on-site soils will consist predominantly of engineered fill or stiff native soils above the water table, which are not considered susceptible to liquefaction. Therefore, it is our opinion that special design or construction measures are not required to mitigate the effects of liquefaction.

Stormwater Infiltration Systems

Based on results of the infiltration testing, near-surface soils on site exhibit low infiltration rates, as summarized on Table 1. We recommend use of the 2.1 inches/hour value. The infiltration rate in hand auger boring HA-2 was likely impacted by soil fissures or rodent burrows and is not considered a reliable indicator of long-term infiltration capacity. The designer of the stormwater system should select an appropriate infiltration value based on our test results. The infiltration rates do not incorporate a factor of safety. For the design infiltration rate, the system designer should incorporate an appropriate factor of safety against slowing of the rate over time due to biological and sediment clogging.

Infiltration test methods and procedures attempt to simulate the as-built conditions of the planned disposal system. However, due to natural variations in soil properties, actual infiltration rates may vary from the measured and/or recommended design rates. All systems should be constructed such that potential overflow is discharged in a controlled manner away from structures, and all systems should include an adequate factor of safety. Infiltration rates presented in this report should not be applied to inappropriate or complex hydrological models such as a closed basin without extensive further studies.

Excavating Conditions and Utility Trench Backfill

We anticipate that on-site soils can be excavated to depths of at least 10 feet using conventional heavy equipment such as trackhoes. Weathered basalt bedrock was not encountered in any of the test pits, excavated to depths of 8 to 10 feet bgs.

Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the contractor. Actual slope inclinations at the time of construction should be determined based on safety requirements and actual soil and groundwater conditions. All temporary cuts in excess of 4 feet in height should be sloped in accordance with U.S. Occupational Safety and Health Administration (OSHA) regulations (29 CFR Part 1926), or be shored. The existing native soils classify as Type B Soil and temporary excavation side slope inclinations as steep as 1H:1V may be assumed for planning purposes. This cut slope inclination is applicable to excavations above the water table only. Flatter temporary excavation slopes will be needed if groundwater is present, or if significant thicknesses of sandy soils are present in excavation sidewalls.

Perched groundwater conditions often occur over fine-grained native deposits such as those beneath the site, particularly during the wet season. If encountered, the contractor should be prepared to implement an appropriate dewatering system for installation of the utilities. At this time, we anticipate that dewatering systems consisting of ditches, sumps and pumps would be adequate for control of groundwater where encountered during construction conducted during the dry season. Regardless of the dewatering system used, it should be installed and operated such that in-place soils are prevented from being removed along with the groundwater.

Vibrations created by traffic and construction equipment may cause some caving and raveling of excavation walls. In such an event, lateral support for the excavation walls should be provided by the contractor to prevent loss of ground support and possible distress to existing or previously constructed structural improvements.

Utility trench backfill should consist of ¾"-0 crushed rock, compacted to at least 90% of the maximum dry density obtained by Modified Proctor (ASTM D1557) or equivalent. Initial backfill lift thicknesses for a ¾"-0 crushed aggregate base may need to be as great as 4 feet to reduce the risk of flattening underlying flexible pipe. Subsequent lift thickness should not exceed 1 foot. If imported granular fill material is used, then the lifts for large vibrating plate-compaction equipment (e.g. hoe compactor attachments) may be up to 2 feet, provided that proper compaction is being achieved and each lift is tested. Use of large vibrating

compaction equipment should be carefully monitored near existing structures and improvements due to the potential for vibration-induced damage.

Adequate density testing should be performed during construction to verify that the recommended relative compaction is achieved. Typically, one density test is taken for every 4 vertical feet of backfill on each 200-lineal-foot section of trench.

Erosion Control Considerations

Fine grained soils on steep slopes are susceptible to erosion. Erosion during construction can be minimized by implementing the project erosion control plan, which should include judicious use of bio-bags, silt fences, or other appropriate technology. Where used, erosion control devices should be in place and remain in place throughout site preparation and construction.

Erosion and sedimentation of exposed soils can also be minimized by quickly re-vegetating exposed areas of soil, and by staging construction such that large areas of the project site are not denuded and exposed at the same time. Areas of exposed soil requiring immediate and/or temporary protection against exposure should be covered with either mulch or erosion control netting/blankets. Areas of exposed soil requiring permanent stabilization should be seeded with an approved grass seed mixture, or hydroseeded with an approved seed-mulch-fertilizer mixture.

UNCERTAINTIES AND LIMITATIONS

We have prepared this report for the owner and his/her consultants for use in design of this project only. This report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented in this report should not be construed as a warranty of the subsurface conditions. Experience has shown that soil and groundwater conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations that may not be detected by a geotechnical study. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, HGSI should be notified for review of the recommendations of this report, and revision of such if necessary.

Sufficient geotechnical monitoring, testing and consultation should be provided during construction to confirm that the conditions encountered are consistent with those indicated by explorations. Recommendations for design changes will be provided should conditions revealed during construction differ from those anticipated, and to verify that the geotechnical aspects of construction comply with the contract plans and specifications.

Within the limitations of scope, schedule and budget, HGSI executed these services in accordance with generally accepted professional principles and practices in the field of geotechnical engineering at the time the report was prepared. No warranty, expressed or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic substances in the soil, surface water, or groundwater at this site.

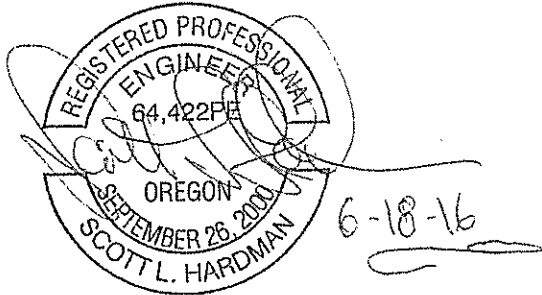
June 18, 2016
HGSI Project No. 16-2025



We appreciate this opportunity to be of service.

Sincerely,

HARDMAN GEOTECHNICAL SERVICES INC.



EXPIRES: 06-30-20 17
Scott L. Hardman, P.E., G.E.
Geotechnical Engineer

- Attachments: References
- Figure 1 – Vicinity Map
 - Figure 2 – Site Plan
 - Figure 3 – Fill Slope Detail
 - Logs of Test Pits TP-1 through TP-6 and Hand Auger Borings HA-1 through HA-3



REFERENCES

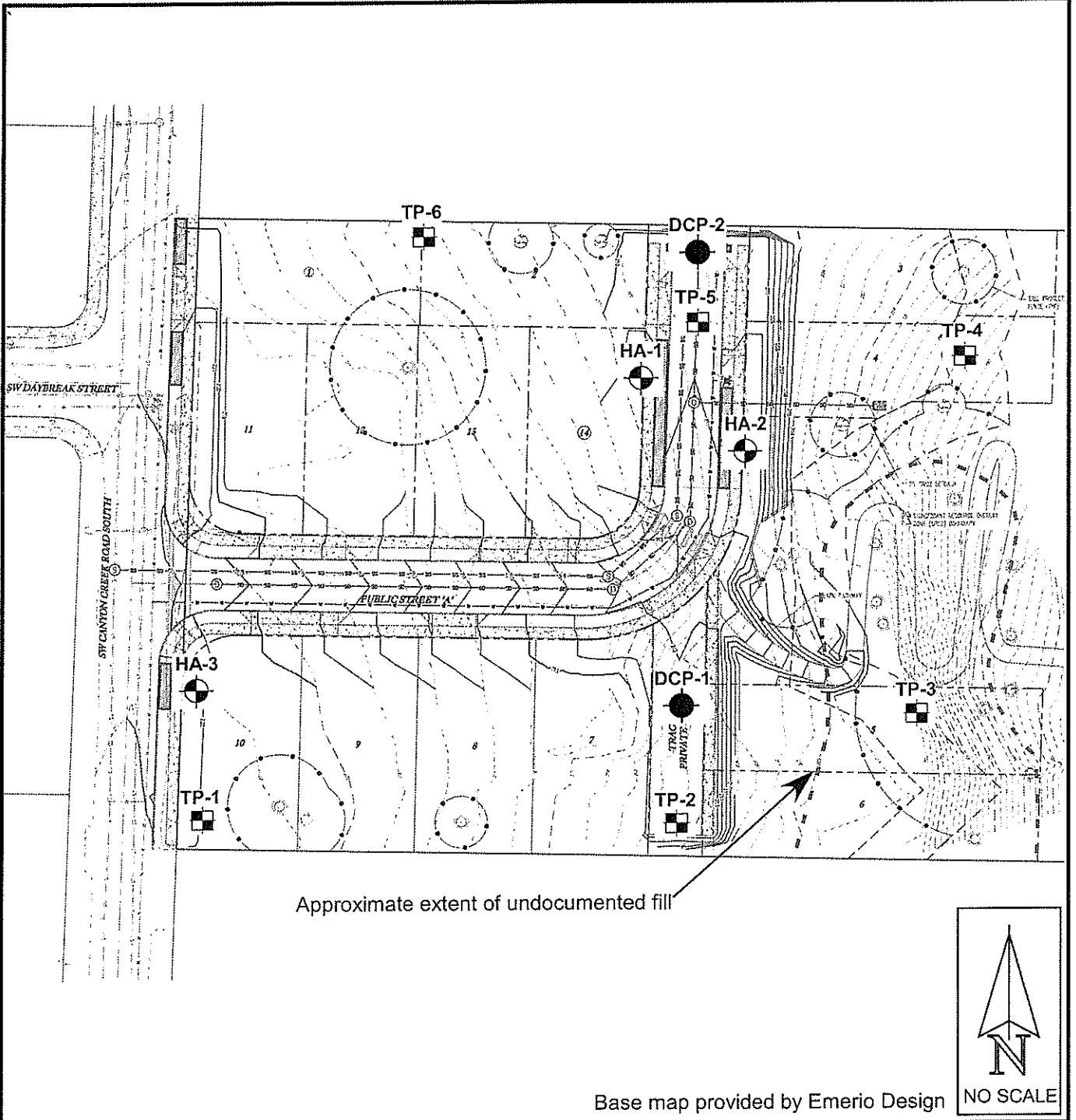
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- Gannett, M.W. and Caldwell, R.R., 1998, Geologic framework of the Willamette Lowland aquifer system, Oregon and Washington: U.S. Geological Survey Professional Paper 1424-A, 32 pages text, 8 plates.
- Madin, I.P., 1990, Earthquake hazard geology maps of the Portland metropolitan area, Oregon: Oregon Department of Geology and Mineral Industries Open-File Report 0-90-2, scale 1:24,000, 22 p.
- Schlicker, H.G. and Finlayson, C.T., 1979, Geology and Geologic Hazards of northwestern Clackamas County, Oregon: Oregon Department of Geology and Mineral Industries, Bulletin No. 99, 79 p., scale 1:24,000.



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SITE PLAN



Legend



TP-6 Test Pit



HA-3 Hand Auger Boring



DCP-2 DCP Test

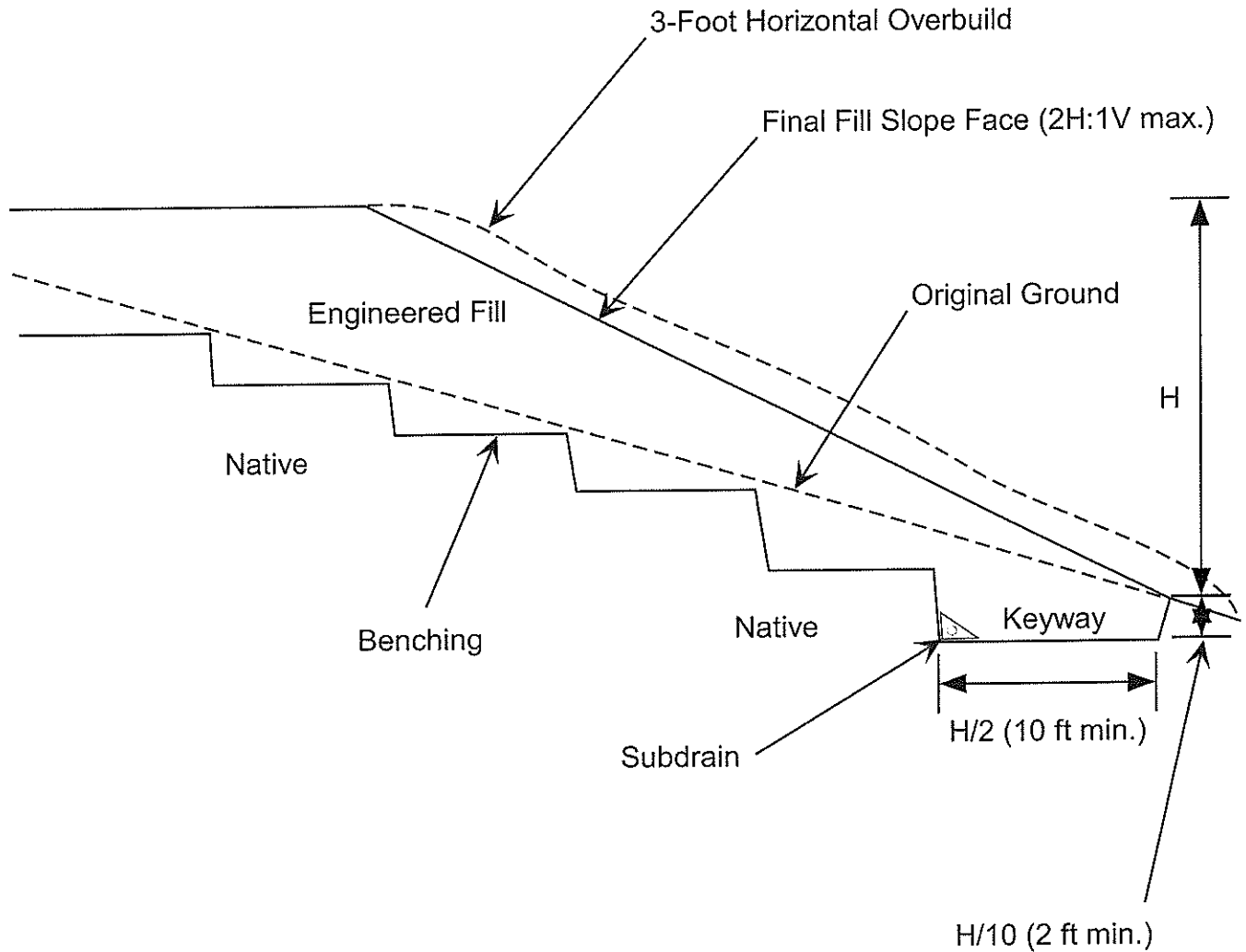
Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

FIGURE 2



TYPICAL KEYWAY, BENCHING & FILL SLOPE DESIGN



Recommended subdrain is minimum 3-inch-diameter ADS Heavy Duty grade (or equivalent), perforated plastic pipe enveloped in a minimum of 3 cubic feet per lineal foot of 2" to 1/2" open-graded gravel drain rock wrapped with geotextile filter fabric (Mirafi 140N or equivalent).

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP-1

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft ²)	Moisture Content (%)	Groundwater	Material Description
2						Soft, highly organic Silt (OL), dark brown, moist (Topsoil)
4						Stiff, SILT (ML), micaceous, brown with orange and gray mottling, moist (Willamette Formation) Very stiff below 2.5 feet
6						Trace fine sand below 6 feet Decreased mottling with depth
8						Increased fine sand content with depth Medium dense, silty fine SAND (SM), brown, moist
10						Test pit terminated at 10 feet No groundwater or seepage encountered
12						
14						
16						

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LEGEND

 S-1
Soil Sample Depth
Interval and Designation


Water Level at
Time of Drilling

Date Excavated: 5/26/16

Logged By: PBR

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP-2

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft ²)	Moisture Content (%)	Groundwater	Material Description
						Soft, highly organic Silt (OL), dark brown, moist (Topsoil)
2						Very stiff, SILT (ML), micaceous, brown with orange and gray mottling, moist (Willamette Formation)
4						Increased fine sand content with depth Decreased mottling with depth
6						Medium dense, silty fine SAND (SM), brown, moist
8						
10						Test pit terminated at 10 feet No groundwater or seepage encountered
12						
14						
16						

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S-1



Soil Sample Depth
Interval and Designation

Water Level at
Time of Drilling

Date Excavated: 5/26/16
Logged By: PBR

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP-3

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft ²)	Moisture Content (%)	Groundwater	Material Description
2						Soft to medium stiff, Silt with sparse gravel and two boulders approximately 18 inches in diameter (ML), brown, moist (Topsoil)
4						
6						Significant side wall caving
8						Stiff, SILT (ML), micaceous, brown, moist (Willamette Formation)
10						Test pit terminated at 10 feet No groundwater or seepage encountered
12						
14						
16						



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S-1

Soil Sample Depth Interval and Designation



Water Level at Time of Drilling

Date Excavated: 5/26/16

Logged By: PBR

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP- 4

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft ²)	Moisture Content (%)	Groundwater	Material Description
2						Soft, highly organic Silt (OL), dark brown, moist (Topsoil)
4						Stiff to very stiff, SILT (ML), micaceous, brown with orange and gray mottling, moist (Willamette Formation)
6						Decreased mottling with depth
8						
10						Test pit terminated at 9.5 feet No groundwater or seepage encountered
12						
14						
16						

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S-1



Soil Sample Depth
Interval and Designation

Water Level at
Time of Drilling

Date Excavated: 5/26/16

Logged By: PBR

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP-5

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft²)	Moisture Content (%)	Groundwater	Material Description
2						Soft, highly organic Silt (OL), dark brown, moist (Topsoil)
4						Very stiff, SILT (ML), micaceous, brown with orange and gray mottling, moist (Willamette Formation)
6						Decreased mottling with depth
8						
10						Test pit terminated at 9 feet No groundwater or seepage encountered
12						
14						
16						



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S-1

Soil Sample Depth Interval and Designation



Water Level at Time of Drilling

Date Excavated: 5/26/16

Logged By: PBR

TEST PIT LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Test Pit No. TP- 6

Depth (ft)	Sample Interval	Sample Designation	Pocket Penetrometer (tons/ft ²)	Moisture Content (%)	Groundwater	Material Description
						Medium stiff, silty round GRAVEL (GM), gray-brown, dry (Fill)
2						Stiff to very stiff, SILT (ML), micaceous, brown with orange and gray mottling, moist (Willamette Formation)
4						
6						
8						Test pit terminated at 8 feet No groundwater or seepage encountered
10						
12						
14						
16						

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LEGEND



S-1



Soil Sample Depth
Interval and Designation

Water Level at
Time of Drilling

Date Excavated: 5/26/16

Logged By: PBR

HAND AUGER BORING LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Boring No. HA-1

Depth (ft)	Sample Interval	Sample Designation	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Groundwater	Material Description
2						Soft, highly organic SILT (OL), dark brown, moist (Topsoil)
4						Stiff, SILT (ML), micaceous, brown, moist (Willamette Formation) Reddish brown from 2.5 to 3.3 feet Brown with subtle orange mottling below 3.3 feet
6						Boring terminated at 5 feet to perform infiltration testing
8						
10						
12						
14						
16						



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LEGEND



S-1

Soil Sample Depth
Interval and Designation



Water Level at
Time of Drilling

Date Drilled: 5/16/16

Logged By: PBR

HAND AUGER BORING LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Boring No. HA-2

Depth (ft)	Sample Interval	Sample Designation	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Groundwater	Material Description
0						Soft, highly organic SILT (OL), dark brown, moist (Topsoil)
2						Stiff, SILT (ML), micaceous, brown with subtle orange and gray mottling, moist (Willamette Formation)
4						
6						Boring terminated at 5 feet to perform infiltration testing
8						
10						
12						
14						
16						



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S-1



Soil Sample Depth
Interval and Designation

Water Level at
Time of Drilling

Date Drilled: 5/16/16

Logged By: PBR

HAND AUGER BORING LOG

Project: Canyon Creek South
Wilsonville, Oregon

Project No. 16-2025

Boring No. HA-3

Depth (ft)	Sample Interval	Sample Designation	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Groundwater	Material Description
2						Soft, highly organic SILT (OL), dark brown, moist (Topsoil)
4						Stiff, SILT (ML), micaceous, brown with subtle orange and gray mottling, moist (Willamette Formation)
6						Boring terminated at 5 feet to perform infiltration testing
8						
10						
12						
14						
16						



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S-1

Soil Sample Depth
Interval and Designation



Water Level at
Time of Drilling

Date Drilled: 5/16/16

Logged By: PBR

Appendix B

Onsite Basin Area Tabulated Data
 Project: 28600 SW Canyon Creek Road South
 6-Lot Subdivision

Basin	Basin Area	Roof	Driveway	Planter	Impervious
A	3,455	-	-	288	3,167
B	4,524	-	-	566	3,957
C	3,807	-	-	418	3,389
D	4,397	-	-	-	4,397
Previous Subdivision Basin-104	3,167	-	-	-	3,167
Existing Driveway	1,117	-	1,117	-	1,117
Existing Roof	2,602	2,602	-	-	2,602
Total	23,068	2,602	1,117	1,272	21,796

WES BMP Sizing Software Version 1.6.0.1, August 2015

WES BMP Sizing Report

Project Information

Project Name	Canyon Creek South
Project Type	Subdivision
Location	28600 SW Canyon Creek Road South
Stormwater Management Area	29592
Project Applicant	Samm-Miller LLC
Jurisdiction	OutofDistrict

Drainage Management Area

Name	Area (sq-ft)	Pre-Project Cover	Post-Project Cover	DMA Soil Type	BMP
Basin-A	3,167	Grass	ConventionalCo ncrete	C	LIDA-A
Basin-B	3,957	Grass	ConventionalCo ncrete	C	LIDA-B
Basin-C	3,389	Grass	ConventionalCo ncrete	C	LIDA-C
Basin-104	3,167	Grass	ConventionalCo ncrete	C	LIDA-C
Basin - Existing Roof	2,602	Grass	Roofs	C	LIDA-B
Basin-Existing DWY	1,117	Grass	ConventionalCo ncrete	C	LIDA-A
Lot 2	2,558	Grass	Roofs	C	Planter 2
Lot 3	2,460	Grass	Roofs	C	Planter 3
Lot 4	1,722	Forested	Roofs	C	Planter 4
Lot 5	1,951	Forested	Roofs	C	Planter 5
Lot 6	2,029	Forested	Roofs	C	Planter 6

LID Facility Sizing Details

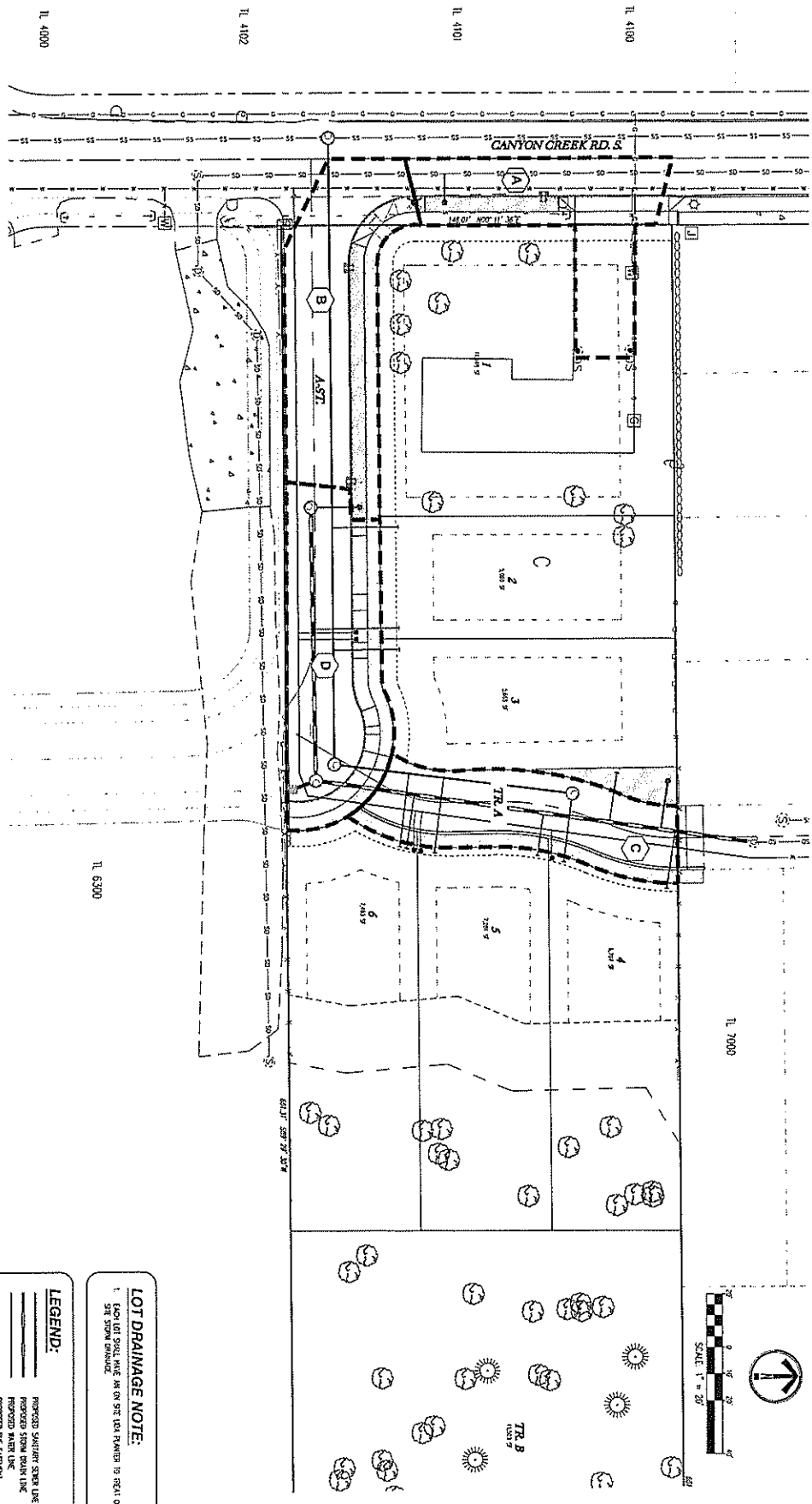
LID ID	Design Criteria	BMP Type	Facility Soil Type	Minimum Area (sq-ft)	Planned Areas (sq-ft)	Orifice Diameter (in)
Planter 3	FlowControlA ndTreatment	Stormwater Planter - Infiltration	A1	98.4	98.4	0.0
Planter 2	FlowControlA ndTreatment	Stormwater Planter -	A1	102.3	102.3	0.0

		Infiltration				
Planter 4	FlowControlAndTreatment	Stormwater Planter - Infiltration	A1	68.9	68.9	0.0
Planter 5	FlowControlAndTreatment	Stormwater Planter - Infiltration	A1	78.0	78.0	0.0
Planter 6	FlowControlAndTreatment	Stormwater Planter - Infiltration	A1	81.2	81.2	0.0
LIDA-C	FlowControlAndTreatment	Vegetated Swale - Infiltration	A1	262.2	418.0	0.0
LIDA-B	FlowControlAndTreatment	Vegetated Swale - Infiltration	A1	262.4	566.0	0.0
LIDA-A	FlowControlAndTreatment	Vegetated Swale - Infiltration	A1	171.4	288.0	0.0

Pond Sizing Details

1. FCWQT = Flow control and water quality treatment, WQT = Water quality treatment only
2. Depth is measured from the bottom of the facility and includes the three feet of media (drain rock, separation layer and growing media).
3. Maximum volume of the facility. Includes the volume occupied by the media at the bottom of the facility.
4. Maximum water storage volume of the facility. Includes water storage in the three feet of soil media assuming a 40 percent porosity.

Appendix C

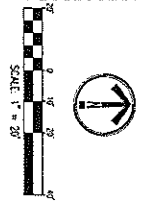


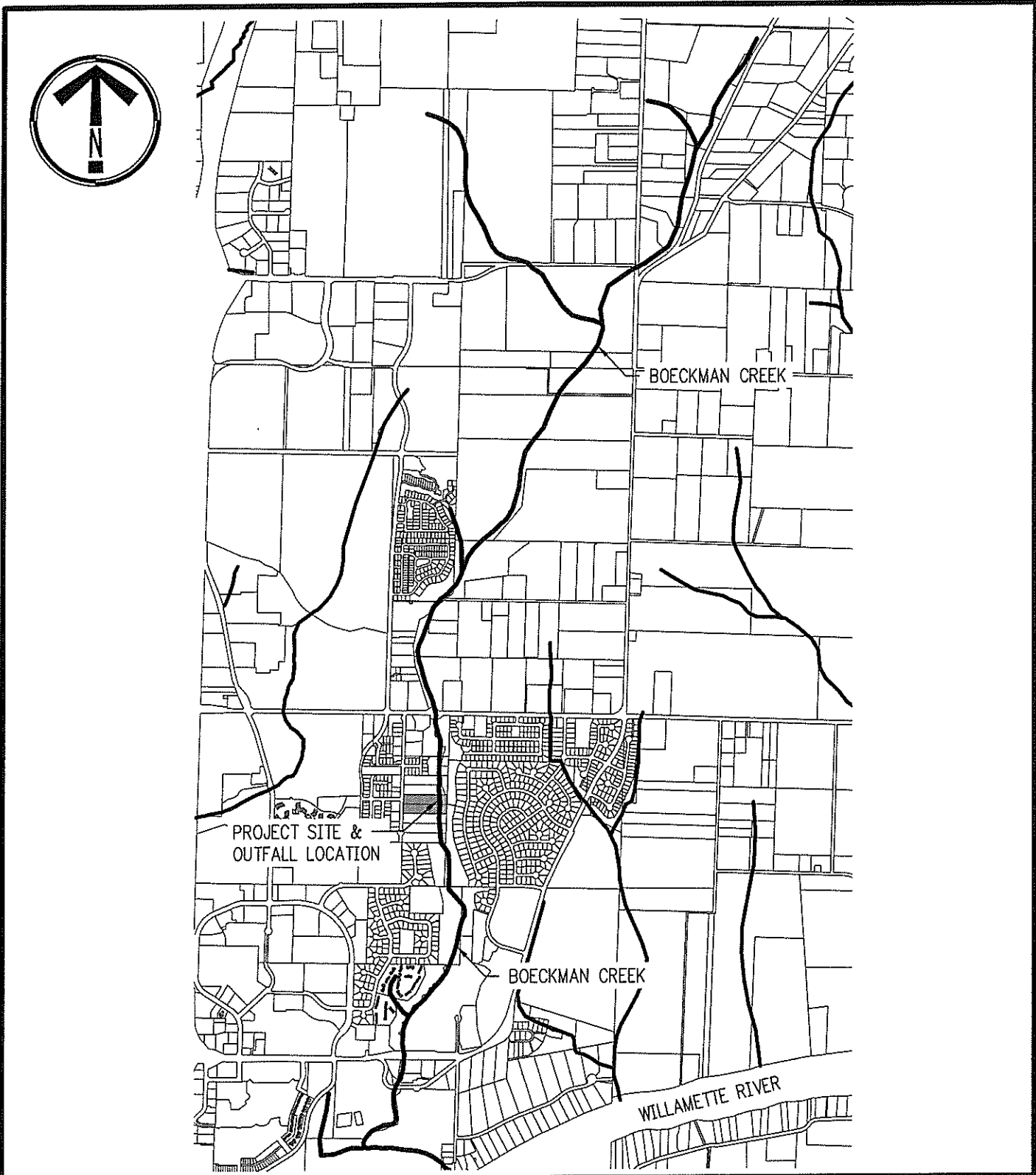
PRELIMINARY STORM WATER PLAN
SCALE: 1" = 20'

LOT DRAINAGE NOTE:
1. LOT DRAINAGE SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.

LEGEND:

- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM WATER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE LADDER
- PROPOSED SWIRE SEWER MANHOLE
- PROPOSED STORM SEWER MANHOLE
- PROPOSED CURB INLET CATCH BASIN
- PROPOSED FIRE MANHOLE
- PROPOSED SIGN
- PROPOSED SIGN LOCATION
- DATA SHEET





PROJECT NO.
ORIG. DATE:
DRAWN BY:
SHEET No.

BOECKMAN CREEK
WATERSHED

CANYON CREEK 6-LOT SUBDIVISION

EMERIO
Design

6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 515-5528
FAX: (503) 639-9592
www.emeriodesign.com

EMERIO *Design*

CIVIL ENGINEERS & PLANNERS



TECHNICAL MEMORANDUM

Date: May 08, 2018
 To: Engineering Staff, City of Wilsonville
 From: Eric Evans, PE – Emerio Design
 Subject: Canyon Creek South Phase 2 – Conveyance Analysis

EXPIRES: 12/31/2019

The purpose of this letter and its attachments are to serve as an addendum to the previously submitted storm drainage report for Canyon Creek South Phase 2.

The stormwater management plan for the proposed Canyon Creek South Phase 2 development will provide treatment via flow through street planters. Roof storm laterals from lots and street planters are directly connected to proposed storm line. The proposed storm line at Canyon Creek South phase two will connect to an existing storm line at north end of Tract A, constructed as part of the Canyon Creek South subdivision designed by this firm. This existing storm line discharges to an outfall east of the previous development.

Drainage:

The analysis was conducted under fully built condition with 2,640 SF of impervious area per lot. Right of Way (ROW) basins were determined by flow path and proposed roadway grading, basins are shown in attachment A. For conservatism, a fixed curve number of 98 was applied for impervious area and 77 was used for pervious surface. Proposed south site total storm drainage area was calculated as follows:

ROW	
Basin	Area, SF
A	3,314
B	4,354
C	3,389
D	4,717
Total	15,774

Lots			
Lots	Impervious/Lot, SF	Total Lot Impervious, SF	Total Lot Pervious, SF
6	2,640	15,840	23,461

Total Proposed Impervious South Site: $15,840 + 15,774 = \mathbf{31,614 \text{ SF}}$

Onsite basin spread sheet is provided in attachment E.

Conveyance:

A downstream conveyance analysis was performed on existing downstream storm line to verify available capacity due to the additional storm drainage from this next phase of development. A total site flow rate of 1.34 CFS was obtained from the storm drainage report submitted for north development. HydroCAD V.10 model for 25-year 24-hour design storm shows that the development contributes an additional flow of 0.89 CF into the existing storm system proposed, see attachment B for calculations. A pipe conveyance spreadsheet was used

to determine the pipe performing capacity level. All the existing downstream storm pipe are 12" in diameter and slopes ranging from 1.14 % to 11.78 %. The results indicate that all the existing downstream pipes are sufficient in size to convey the additional flow. The flattest sloped pipe will perform at maximum capacity at 58.6 % to convey the combined flow from north and south development site, see attachment C.

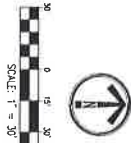
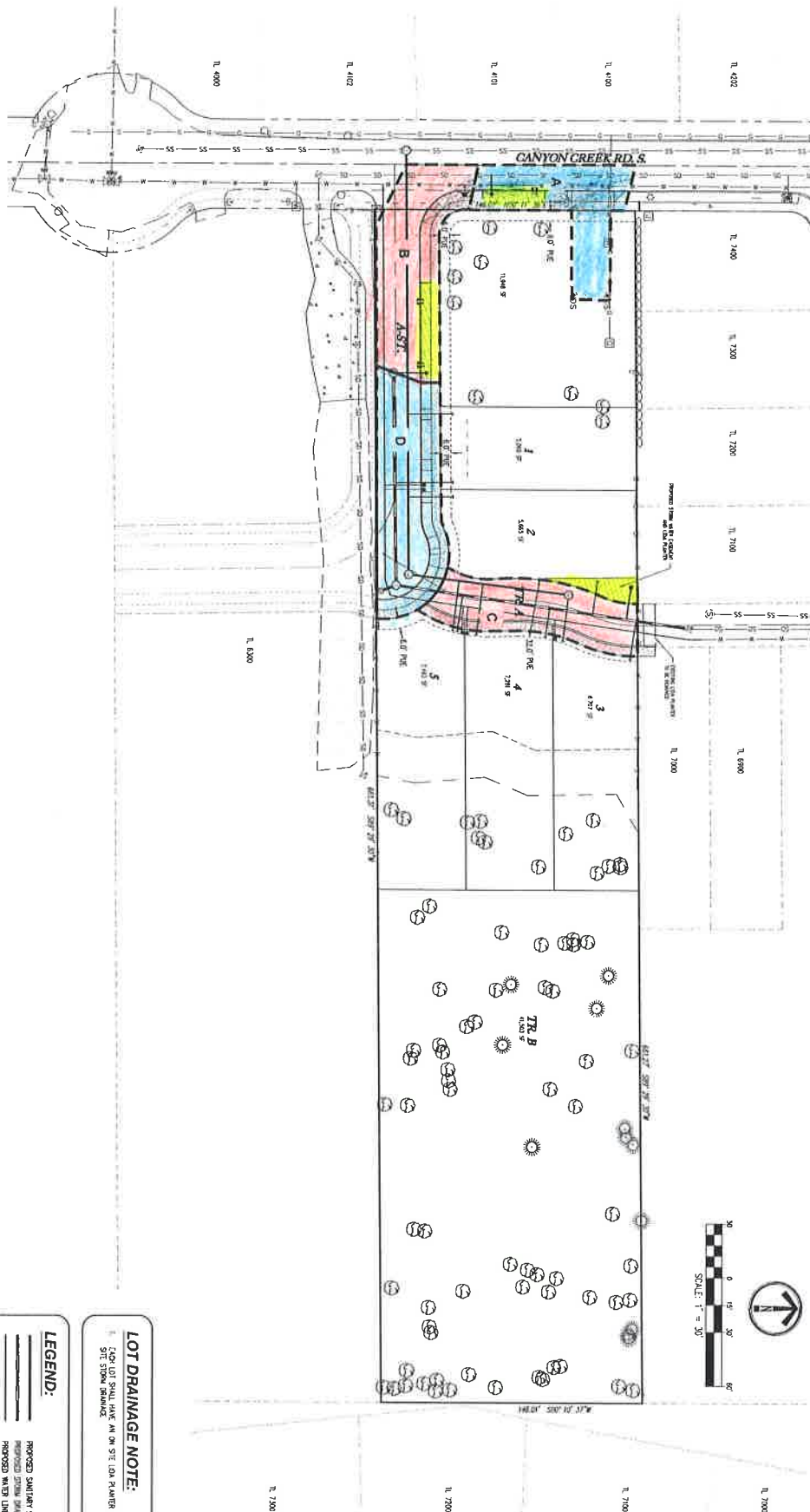
Engineering Conclusions:

The 12" pipes downstream to the point of outfall to be used for the combined flow from Canyon Creek South and North development have sufficient capacity to convey the 25-year 24-hr storm.

The design of the proposed site satisfies the conveyance standards required by the City of Wilsonville. Requirements are accomplished by routing stormwater to an approved discharge point.

List of Attachments:

- A: Canyon Creek South Drainage Basin Map
- B: HydroCAD Full Report
- C: Conveyance Analysis Spreadsheet
- D: Existing Storm Line and Outfall Map
- E: Site Drainage Surface Area Spread Sheet



PRELIMINARY STORM WATER PLAN

SCALE: 1" = 30'

LOT DRAINAGE NOTE:
 1. SLOPE LOT SHALL MATCH AN ON SITE (OR ADJACENT TO BEAT) ON SITE STORM DRAINAGE

LEGEND:

- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- PROPOSED STORM DRAINAGE
- PROPOSED SLOPE INDICATOR
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED DRAIN INLET CURB BASIN
- PROPOSED FIRE HYDRANT
- PROPOSED ROW-OUT
- LAND PLANTING

REVISIONS	
NO.	DESCRIPTION
1	1/1/2018
2	1/1/2018

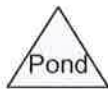
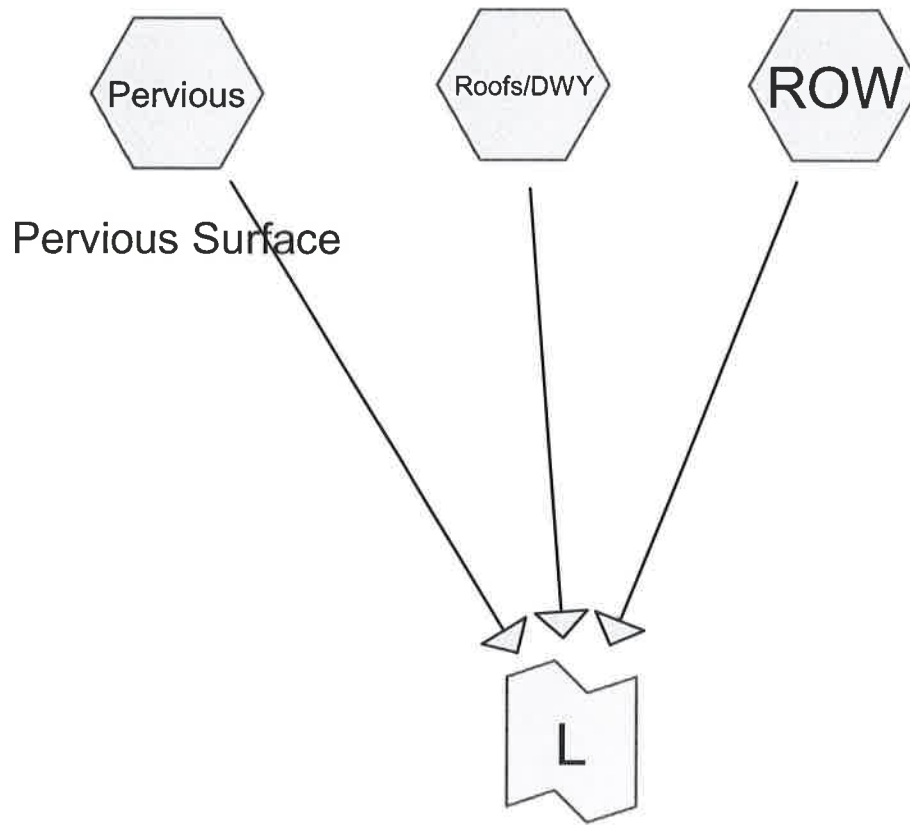
PRELIMINARY STORM WATER AND UTILITIES PLAN

CANYON CREEK SOUTH
 TAX LOT 6200
 TAX MAP 31W13BD
 NW 1/4 OF SEC.13, T.3S R.1W W.M.
 WILSONVILLE, OREGON

EMERIO
Design
 6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-8392
 www.emeriodesign.com

Canyon Creek South Phase 2

25-Year Storm Flow
Rate



463-002_HydroGraph

Prepared by Emerio Design

HydroCAD® 10.00-13 s/n 04804 © 2014 HydroCAD Software Solutions LLC

Emerio Design

Type IA 24-hr 25-year Rainfall=3.90"

Printed 5/8/2018

Page 2

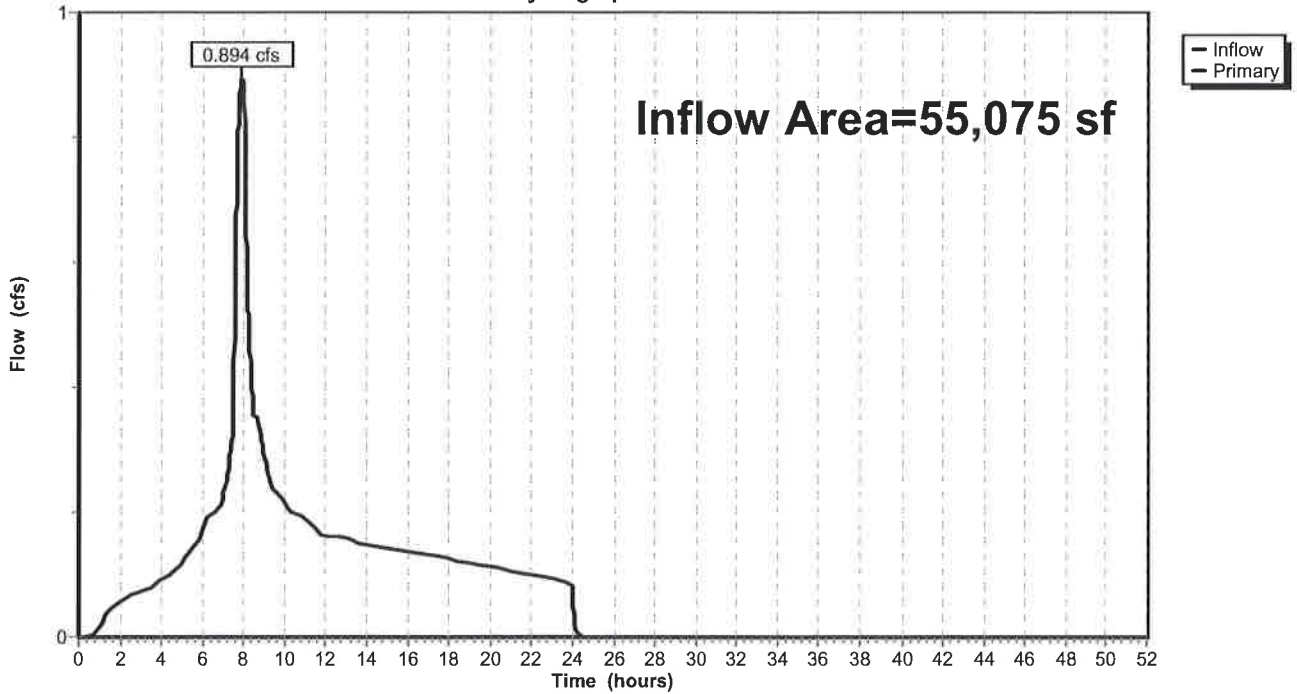
Summary for Link L:

Inflow Area = 55,075 sf, 57.40% Impervious, Inflow Depth = 2.91" for 25-year event
Inflow = 0.894 cfs @ 7.91 hrs, Volume= 13,337 cf
Primary = 0.894 cfs @ 7.91 hrs, Volume= 13,337 cf, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-52.00 hrs, dt= 0.01 hrs

Link L:

Hydrograph



463-002_HydroGraph

Prepared by Emerio Design

HydroCAD® 10.00-13 s/n 04804 © 2014 HydroCAD Software Solutions LLC

Emerio Design

Type IA 24-hr 25-year Rainfall=3.90"

Printed 5/8/2018

Page 3

Summary for Subcatchment Pervious: Pervious Surface

Runoff = 0.234 cfs @ 7.98 hrs, Volume= 3,681 cf, Depth= 1.88"

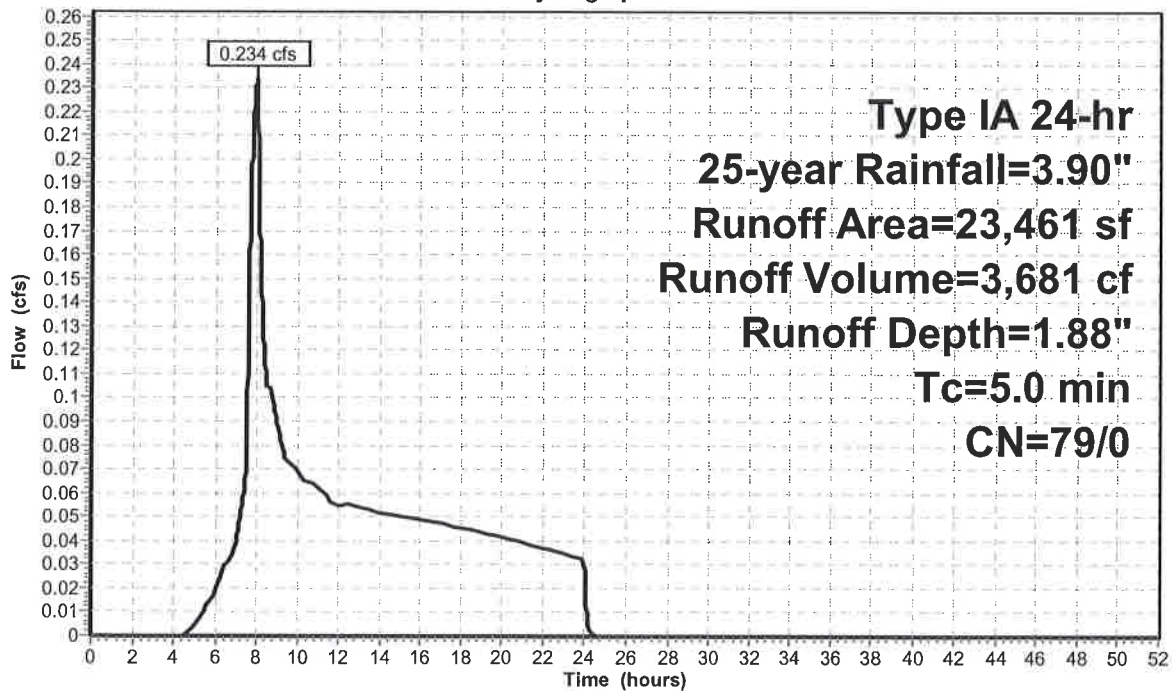
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-52.00 hrs, dt= 0.01 hrs
Type IA 24-hr 25-year Rainfall=3.90"

Area (sf)	CN	Description
23,461	79	50-75% Grass cover, Fair, HSG C
23,461	79	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment Pervious: Pervious Surface

Hydrograph



463-002_HydroGraph

Prepared by Emerio Design

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Emerio Design

Type IA 24-hr 25-year Rainfall=3.90"

Printed 5/8/2018

Page 4

Summary for Subcatchment Roofs/DWY:

Runoff = 0.333 cfs @ 7.88 hrs, Volume= 4,838 cf, Depth= 3.67"

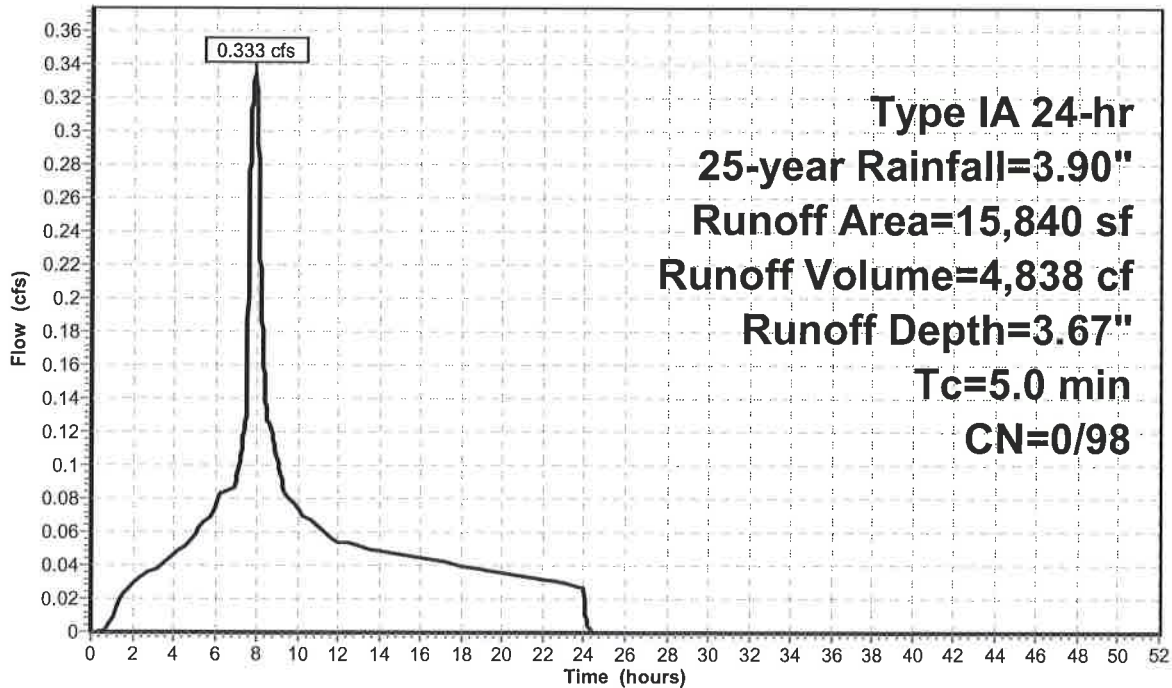
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-52.00 hrs, dt= 0.01 hrs
Type IA 24-hr 25-year Rainfall=3.90"

Area (sf)	CN	Description
15,840	98	Impervious House Roofs
15,840	98	100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment Roofs/DWY:

Hydrograph



463-002_HydroGraph

Prepared by Emerio Design

HydroCAD® 10.00-13 s/n 04804 © 2014 HydroCAD Software Solutions LLC

Emerio Design

Type IA 24-hr 25-year Rainfall=3.90"

Printed 5/8/2018

Page 5

Summary for Subcatchment ROW:

Runoff = 0.332 cfs @ 7.88 hrs, Volume= 4,818 cf, Depth= 3.67"

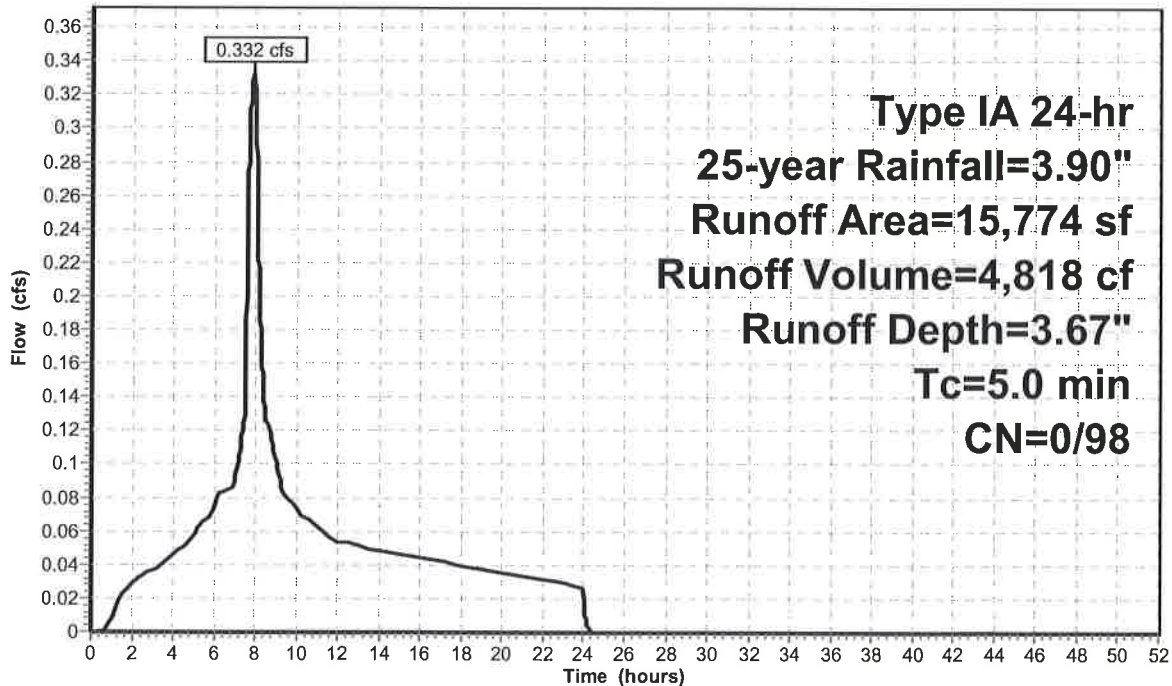
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-52.00 hrs, dt= 0.01 hrs
Type IA 24-hr 25-year Rainfall=3.90"

Area (sf)	CN	Description
* 15,774	98	Impervious ROW
15,774	98	100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment ROW:

Hydrograph



Project: Canyon Creek South PH2														
Project: Conveyance Calculations														
Date: 5/8/2018														
Calc'd By: Evans														
Segment	Design Section	Q (Calc'd) "Q"	Pipe Dia. (inch) "D"	Pipe Dia. (ft) "D"	Manning's number "n"	Slope "S" %	Slope "S"	Area Full (Calc'd) "Af"	Wetted Perimeter (Calc'd) "Wp"	Hydraulic Radius (Calc'd) "R"	Pipe Information and Calculations			
											Velocity Full (Calc'd) "V"	Flow Rate Full (Calc'd) "Qf"	% Pipe Capacity Used (Calc'd) "Q/Qf"	Velocity @ Q/Qf (Calc'd) "V"
DOWNSTREAM														
SD-04	MH3357 - MH3354	2.23	12	1.00	0.013	1.83	0.0183	0.785	3.142	0.250	6.153	4.833	46.2%	2.84
SD-03	MH3356 - MH3354	2.23	12	1.00	0.013	1.14	0.0114	0.785	3.142	0.250	4.856	3.814	58.6%	2.84
SD-01	MH3354 - MH3353	2.23	12	1.00	0.013	11.78	0.1178	0.785	3.142	0.250	15.611	12.261	18.2%	2.84
SD-01	MH3353 - Outfall	2.23	12	1.00	0.013	9.67	0.0967	0.785	3.142	0.250	14.144	11.109	20.1%	2.84

Project: Canyon Creek South PH2
 Project: Basin Areas
 Date: 5/4/2018
 Calc'd By: Evans

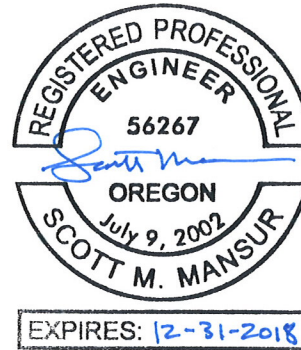
Basin #	Total Area	Total Area	# Lots	Lot Impervious	ROW/Tract Imp	Total Impervious		Total Pervious (Calc'd)	
	SF	Acres		SF	SF	SF	Acres	SF	Acres
Onsite	55,075	1.26	6	15,840	15,774	31,614	0.73	23,461	0.54



117 Commercial Street NE
Suite 310
Salem, OR 97301
503.391.8773
www.dksassociates.com

MEMORANDUM

DATE: January 30, 2018
TO: Steve Adams, P.E., City of Wilsonville
FROM: Scott Mansur, P.E. *Sm*
Jordin Kelly, EIT
Christian Thompson, EIT



SUBJECT: Aspen Meadows 2 Subdivision Trip Generation Memorandum

P17021-005

This memorandum documents trip generation estimates for the proposed 6-lot subdivision off of Canyon Creek Road South (map number 31W13BD parcel 00806694) in Wilsonville, Oregon. Currently, the parcel is occupied by a single-family housing unit. The development will add 5 homes to the parcel, for a final size of 6 lots. The site area is surrounded by single family homes of a similar character and an access road entering from the north has already been constructed for this subdivision. The site has proposed a single east-west public street connecting to Canyon Creek Road South, and a private street connecting the new public street to an existing private street constructed with the Aspen Meadows subdivision.

This memorandum will assess the expected number of trips generated and evaluate the site plan's internal circulation for vehicle and pedestrian safety. The following sections include trip generation, site plan review, and a summary of findings.

Project Trip Generation and Distribution

Trip generation is the method used to estimate the number of p.m. peak hour vehicles that are added to the surrounding traffic network from the proposed 6-lot subdivision. The trip generation calculations utilized for this study were provided by the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*,¹ and are shown below in Table 1. The results of this analysis indicate that the proposed subdivision is expected to generate 6 new p.m. peak hour trips (3 in, 3 out).

¹ *Trip Generation, 10th Edition*, Institute of Transportation Engineers, 2017.

**Table 1: Trip Generation for Proposed Subdivision**

Land Use (ITE Code)	Units	Trip Rate per Unit*	In	Out	Total
Proposed Land Use					
Single-Family Detached Housing (210)	6	0.99	3	3	6
Existing Land Use					
Single-Family Detached Housing (210)	1	0.99	1	0	1
Total Primary Trips (Proposed - Existing):			2	3	5

* Trip rate per unit is back-calculated from ITE equation result.

Project Trips through City of Wilsonville Interchange Areas

The project trips through the two City of Wilsonville I-5 interchange areas were estimated based on the trip generation and distribution assumptions used in both the Aspen Meadows Trip Generation Memorandum and the Renaissance Homes Transportation Impact Study.² The proposed development is expected to generate 1 p.m. peak hour trip through the I-5/Elligsen Road interchange area and 1 p.m. peak hour trip through the I-5/Wilsonville Road interchange area.

Site Plan Review

The applicant's preliminary site plan was provided with the Traffic Study Request letter and is attached to the appendix.³ It was reviewed to evaluate site access and internal circulation for vehicles, as well as pedestrian and bicycle connections.

Site Access and Internal Circulation

The proposed 6-lot subdivision would utilize the existing residential streets (Canyon Creek Road South and SW McGraw Avenue) that currently serve the existing residential area as well as a new proposed internal public road that will connect to Canyon Creek Road South and a private street that will connect to SW McGraw Avenue. This public road would connect to SW Canyon Creek Road South approximately 260 feet south of the existing Canyon Creek Road South/SW McGraw Avenue intersection. The road would end at the internal private street approximately 250 feet east of Canyon Creek Road South.

To meet City code requirements Lots 1, 2, 3 and 6 will need to take driveway access from the proposed public street, and Lots 4 and 5 from the proposed private street.

There is potential for Lot 3 to block the sight distance for vehicles coming around the curve. It is recommended that the developer and City coordinate to determine the design speed and required stopping sight distance for the new public road.

² Frog Pond Area Plan Technical Appendix D: Transportation Analyses, Frog Pond Area Plan Existing and Baseline Transportation Analysis

³ Request for Traffic Study submitted to City of Wilsonville by Neil Fernando and Scott Miller, Emerio Design, dated November 29, 2017.



Proposed site driveways will need to meet American Association of State Highway and Transportation Officials (AASHTO) sight distance requirements.⁴ This includes providing adequate sight triangles at driveways that are clear of objects (large signs, landscaping, parked cars, etc.) that could potentially limit vehicle sight distance. Prior to occupancy, sight distance at any existing access points will need to be verified, documented, and stamped by a registered professional Civil or Traffic Engineer licensed in the State of Oregon.

Pedestrian and Bicycle Connections

The site features proposed new sidewalks along the north side of the proposed new public road, west side of the private street, and adjacent to Canyon Creek Road South.

No bike lanes are proposed on the new streets, but the road is expected to be low-speed and suitable for on-street cycling.

Summary

Key findings for the proposed 6-lot subdivision on Canyon Creek Road South are as follows:

- The proposed expansion is expected to generate 5 new p.m. peak hour trips (2 in/3 out).
- The proposed public and private roads will provide adequate access to the new homes.
- Pedestrian access will be provided with an internal sidewalk, and bicycle access will be provided with a shared roadway.
- It is recommended that the developer and City coordinate to determine the design speed and required stopping sight distance for the new roads to ensure Lot 3 will not block sight distance.

Please let us know if you have any questions.

⁴ *Geometric Design of Highways and Streets*, AASHTO, 2011.



Environmental Science & Assessment, LLC

TECHNICAL MEMORANDUM

DATE: January 12, 2018
TO: Kerry Rappold City of Wilsonville
FROM: Jack Dalton
RE: 28600 SW Canyon Creek Road South (Tax Lot #31W13BD06200)

Environmental Science & Assessment, LLC (ES&A) conducted a natural resource assessment for a residential developer on a 2.21-acre project site. The site is located at 28600 SW Canyon Creek Road South in Wilsonville, OR (Tax Lot #31W13BD06200) (Figure 1). The study area is located in the northwest corner of Township 3 South, Range 1 West, Section 13 (Willamette Meridian).

The following appendices are included with this report:

Appendix A: Figures
Appendix B: Site Photographs
Appendix C: Wetland Determination Data Form

METHODOLOGY

ES&A was contracted by the applicant to document the Significant Resource Overlay Zone (SROZ) on site and map any other significant or regulated resources. The primary guidance document for this report is the SROZ Wilsonville Ordinance (Section 4.139.00).

Two levels of investigation were used to evaluate the presence or absence of Sensitive Areas. The first level included a review of existing and available background data. The second level consisted of a data collection effort conducted during an onsite evaluation.

ES&A wetland scientist, Jack Dalton, conducted the site evaluation on October 2, 2017. Potential wetland areas on the parcel were evaluated using the methodology provided in the Army Corps of Engineers *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*, (U.S. Army Corps of Engineers, 2010).

ES&A collected two vegetated corridor plots and a single wetland data plot document the SROZ plant community and to determine the presence or absence of wetland conditions the existing conditions onsite outside the SROZ area.

The data sheets are included in Appendix C of this report. The SROZ boundary was flagged in the field and surveyed by Emerio Engineers.

SITE DESCRIPTION

The project site is located at 28600 SW Canyon Creek Road South, just south of a recently approved subdivision project assessed in 2015 (Figure 1). The lot in generalized zoning are zoned as FUD and RAHR. Open space and Boeckman Creek floodplain is located to the east and residential abuts the other site boundaries. The parcel currently has a single family residential home with a barn/shed and an open pasture that extends east to a riparian forest. The eastern half of the property includes the riparian forest, down a moderately steep slope (25 percent) to the Boeckman Creek floodplain.

The City of Wilsonville has mapped the Significant Resource Overlay Zone (SROZ) along the top of slope east of the pasture (Figure 3). In addition, a 1999 survey Local Wetland Survey for the City of Wilsonville has a wetland corridor mapped along the stream, with no particular detail to the meandering of the stream onsite. The NWI mapping of the project vicinity does not identify the stream or any resources onsite (USFWS, 2015).

The pasture east of the residence extends east to the edge of the SROZ and vegetative cover consists of tall fescue (*Schedonorus arundinaceus*), Queen Anne's lace (*Daucus carota*), white clover (*Trifolium repens*), bluegrass (*Poa sp.*), ryegrass (*Lolium sp.*), velvet grass (*Holcus lanatus*), and fall dandelion (*Leontodon autumnalis*). The mature canopy at the edge of the pasture contains cottonwood (*Populus balsamifera*) and Oregon ash (*Fraxinus latifolia*).

Soil survey mapping indicates that the soils onsite are the Aloha silt loam, 0-3 percent and 3-6 percent slopes (Map Unit 1A & 1B), a moderately hydric soil, within the northern portion of the site; transitioning (laterally) to Woodburn silt loam, 8 to 15 percent, a moderate hydric soil (Map Unit 91C), a hydric soil. Within the floodplain and majority of the SROZ area is mapped as Xerochrepts and Haploxerolls, very steep (Map Unit 92F) (NRCS, Web Soil Survey, 2015).

SROZ BOUNDARY

Boeckman Creek runs north to south, within the mapped SROZ in the east end of the site (Figure 3). The edge of the SROZ corresponds to the drip line of the existing riparian forest cover. The SROZ boundary was flagged in the field and mapped with the topographic survey. The SROZ extends north to south between the 202 and 203 feet elevation (Figure 4). The SROZ extends into the eastern end of the site up to and including Boeckman Creek approximately 200 feet east.

A wetland determination data plot was collected at the low point of the pasture, along the edge of the SROZ. Data indicates there are no wetland conditions due to the absence of wetland soil and hydrology indicators.

A representative vegetative cover (VC-1) plot was collected mid site on the slope to characterize the riparian forest community. The understory along the edge of the forest habitat has been degraded by past site use. The plant community was more disturbed on the north end with slightly more native understory cover in the south end. The herbaceous strata were primarily non-native, but cover was also lacking. Aerial canopy cover was moderate to good. Understory shrub cover was a mix of native and non-native

VC-1 Data Plot:

Herbaceous	Native 5%	Non-Native 15%	(Woody debris 80%)
Shrub	Native 15%	Non-Native 45%	
Canopy	Native 85%	Non-Native 0%	

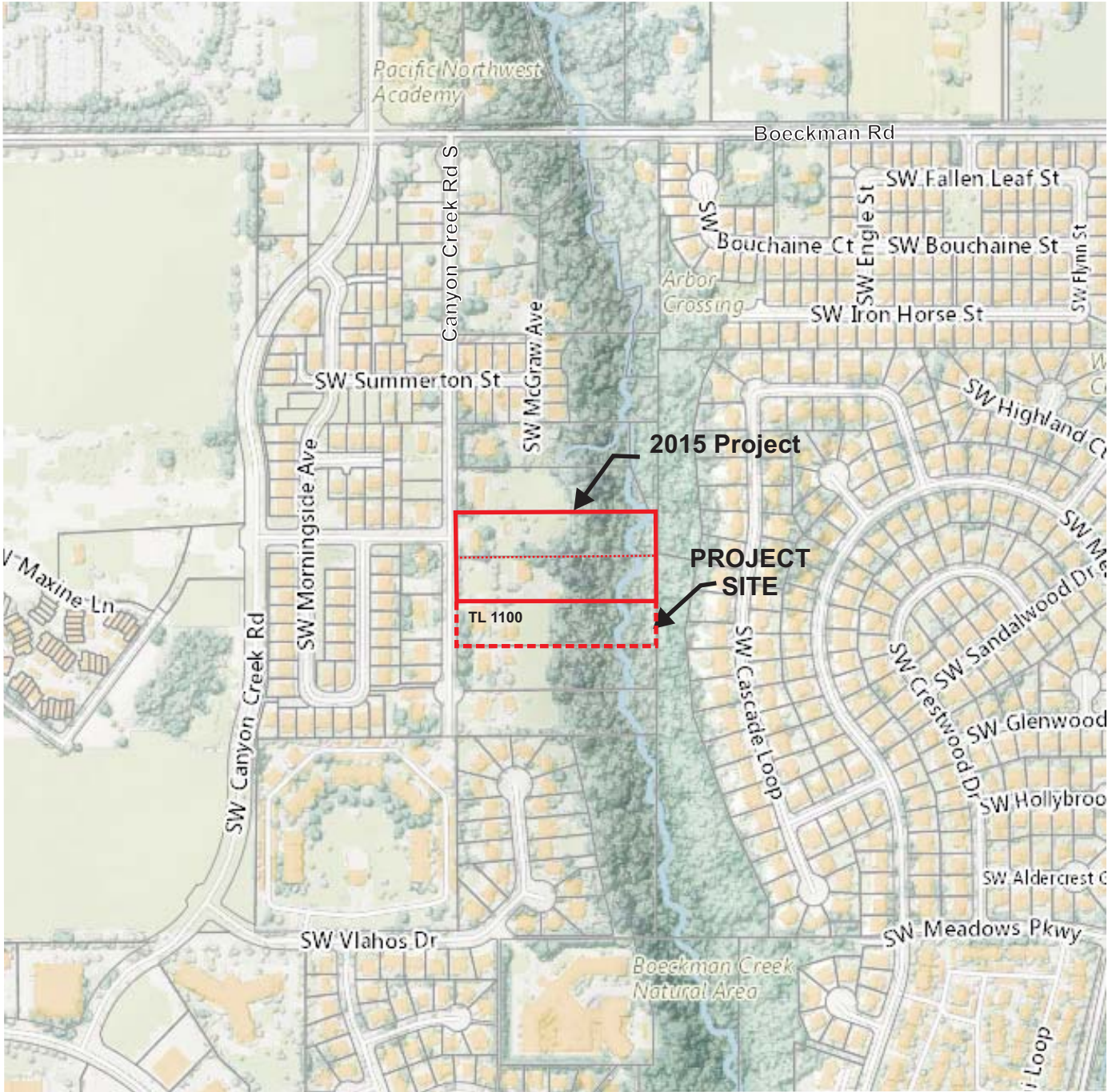
The herbaceous layer consisted mainly of woody debris as well as English ivy (*Hedera helix*) and fringecup (*Tellima grandiflora*). The surrounding tree canopy consisted of big leaf maple (*Acer macrophyllum*), Douglas fir (*Pseudotsuga menziesii*), cottonwood and Oregon ash (*Fraxinus latifolia*). The shrubs included one seed hawthorn (*Crataegus monogyna*), osoberry (*Oemleria cerasiformis*), Himalayan blackberry (*Rubus armeniacus*), and English holly (*Ilex aquifolium*).

The enhancement potential within the SROZ is moderate to high due the cover of non-natives in the understory. The tree canopy provides good cover for the riparian habitat within the SROZ. Tree plantings would not been necessary, but removal of invasive species in understory would improve habitat functions.

PROPOSED SITE PLAN

The preliminary site plan provided by the applicant proposes a total of 6 residential lots with five (5) new residential lots and retains the existing residence in a lot along Canyon Creek Road South. Road improvements will extend a neighborhood road south from the adjacent subdivision into the site and connect back to Canyon Creek Road South in the southwest corner. The proposed lots along the eastern edge of the site can be configured to avoid impacts to the SROZ. A final site plan will be provided by the applicant.

Appendix - A Figures



Source: Metro Data Resource Center. <http://gis.oregonmetro.gov/metromap/>

Environmental
Science &
Assessment, LLC

Vicinity Map
28600 SW Canyon Creek Road S
Clackamas County, Oregon

Figure 1

Approx. Scale:
1 in. = 500 ft.

28600 SW CANYON CREEK RD S, WILSONVILLE, OR, 97070



Source: Metro Data Resource Center. gis.oregonmetro.gov/metromap.

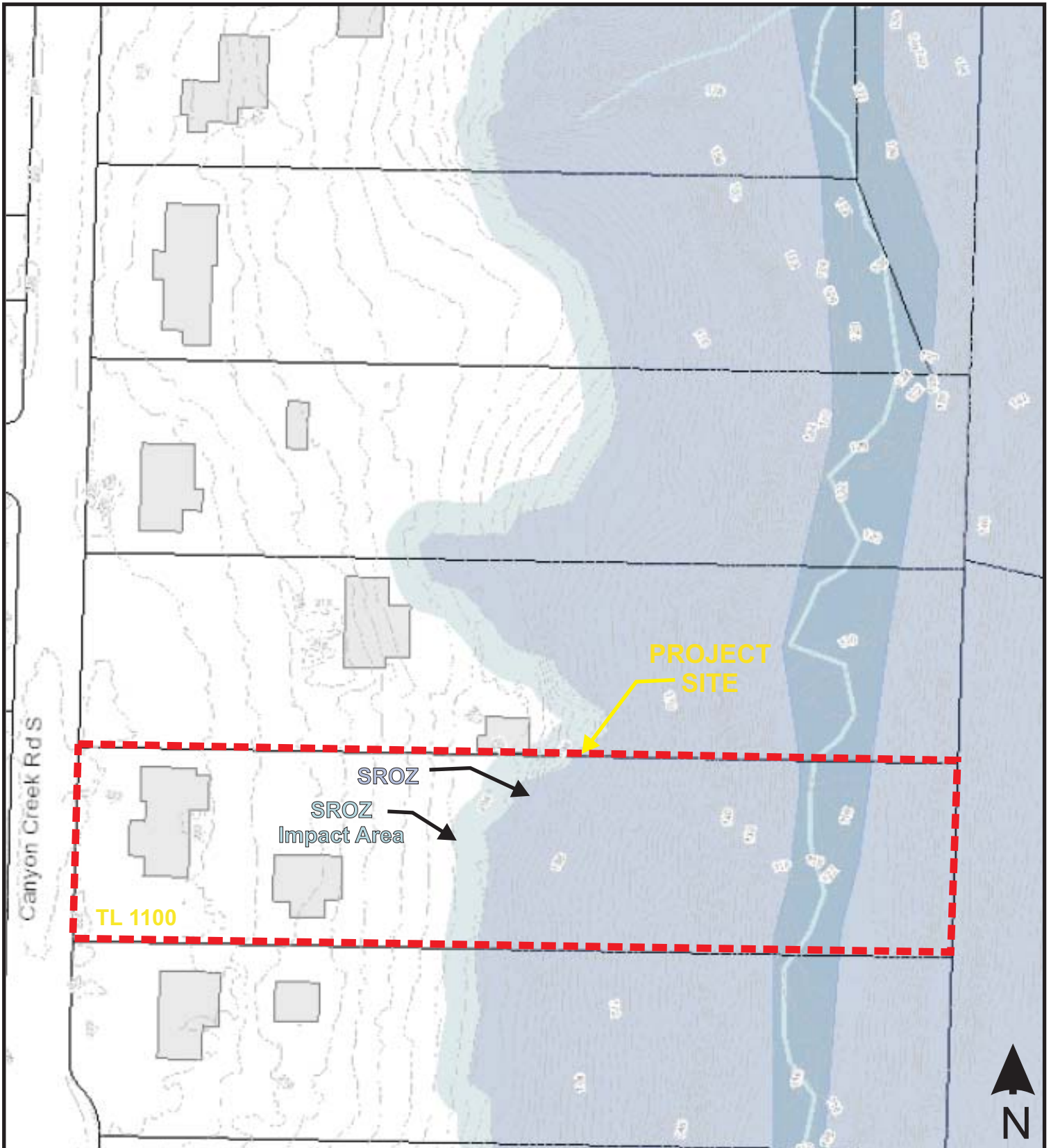
Imagery Data: 2013

Environmental
Science &
Assessment, LLC
e s & a

Aerial Photograph
28600 SW Canyon Creek Road S
Clackamas County, Oregon

Figure 2

Approx. Scale:
1in. = 100 ft.



Source: Wilsonville Maps: <http://www.wilsonvillemaps.com:8080/maps/index.jsp>

Environmental
Science &
Assessment, LLC

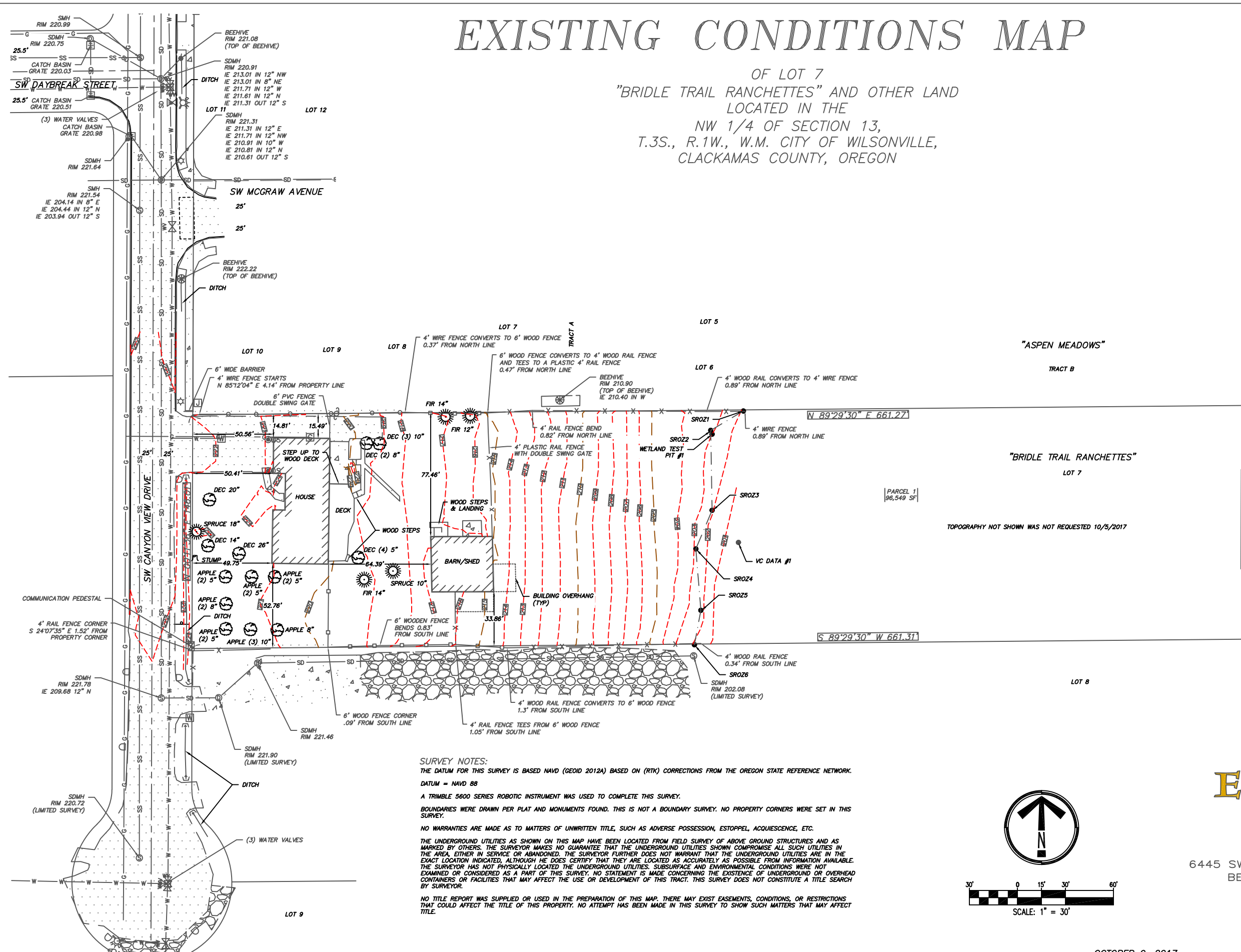
City of Wilsonville SROZ Map
28600 SW Canyon Creek Road S
Clackamas County, Oregon

Figure 3

Approx. Scale:
1 in. = 100 ft.

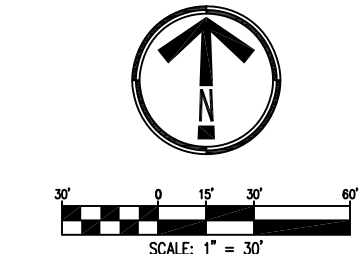
EXISTING CONDITIONS MAP

OF LOT 7
 "BRIDLE TRAIL RANCHETTES" AND OTHER LAND
 LOCATED IN THE
 NW 1/4 OF SECTION 13,
 T.3S., R.1W., W.M. CITY OF WILSONVILLE,
 CLACKAMAS COUNTY, OREGON



- LEGEND:**
- INDICATES BEEHIVE
 - INDICATES DOWNSPOUT
 - INDICATES FOUND WETLAND FLAGS/ TEST SPOTS
 - INDICATES CULVERT IN/OUT
 - INDICATES COMMUNICATION PEDISTAL
 - INDICATES POWER POLE
 - INDICATES CATCH BASIN
 - INDICATES STREET LIGHT
 - INDICATES MAILBOX
 - INDICATES STORM MANHOLE (SDMH)
 - INDICATES SIGN
 - INDICATES SANITARY MANHOLE (SMH)
 - INDICATES WATER VALVE
 - INDICATES COTTONWOOD TREE STUMP 20'x 6' HIGH
 - INDICATES DECIDUOUS TREE
 - INDICATES EVERGREEN TREE
 - INDICATES WATER METER
 - INDICATES FIRE HYDRANT
 - INDICATES GAS METER
 - INDICATES JUNCTION BOX
 - INDICATES ROADWAY CENTERLINE
 - INDICATES EXISTING CROSSWALK STIPING
 - INDICATES WOODEN FENCELINE
 - INDICATES WIRE FENCELINE
 - INDICATES RAIL FENCELINE (PLASTIC/WOOD SEE NOTATIONS)
 - INDICATES 5 FOOT INTERVAL CONTOUR
 - INDICATES 1 FOOT INTERVAL CONTOUR
 - INDICATES HEDGE LINE (UNVERIFIED)
 - INDICATES EXISTING GAS (UNVERIFIED)
 - INDICATES EXISTING SANITARY SEWER (UNVERIFIED)
 - INDICATES EXISTING STORM SEWER (UNVERIFIED)
 - INDICATES EXISTING WATER MAIN (UNVERIFIED)
 - INDICATES EXISTING WETLAND BOUNDARY
 - INDICATES EXISTING BUILDING OVERHANG
 - INDICATES EXISTING CONCRETE
 - INDICATES EXISTING ASPHALT
 - INDICATES EXISTING GRAVEL (UNVERIFIED)

SURVEY NOTES:
 THE DATUM FOR THIS SURVEY IS BASED NAVD (GEOID 2012A) BASED ON (RTK) CORRECTIONS FROM THE OREGON STATE REFERENCE NETWORK.
 DATUM = NAVD 88
 A TRIMBLE 5600 SERIES ROBOTIC INSTRUMENT WAS USED TO COMPLETE THIS SURVEY.
 BOUNDARIES WERE DRAWN PER PLAT AND MONUMENTS FOUND. THIS IS NOT A BOUNDARY SURVEY. NO PROPERTY CORNERS WERE SET IN THIS SURVEY.
 NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, ESTOPPEL, ACQUISITION, ETC.
 THE UNDERGROUND UTILITIES AS SHOWN ON THIS MAP HAVE BEEN LOCATED FROM FIELD SURVEY OF ABOVE GROUND STRUCTURES AND AS MARKED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.
 NO TITLE REPORT WAS SUPPLIED OR USED IN THE PREPARATION OF THIS MAP. THERE MAY EXIST EASEMENTS, CONDITIONS, OR RESTRICTIONS THAT COULD AFFECT THE TITLE OF THIS PROPERTY. NO ATTEMPT HAS BEEN MADE IN THIS SURVEY TO SHOW SUCH MATTERS THAT MAY AFFECT TITLE.



EMERIO
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Figure 4

OCTOBER 9, 2017

JOB: 463-002

Appendix B - Site Photos



Photo 1: View southeast looking at large pasture and forested area (SROZ) consisting of Oregon ash and cottonwood.



Photo 2: View west from northeast corner of interior of site.



Photo 3: View south from north east corner along SROZ. Note Himalayan blackberry canes in understory.

Appendix C- Wetland Determination Data Sheet

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Canyon Creek- Wilsonville City/County: Wilsonville/Clackamas Sampling Date: 10/2/17
 Applicant/Owner: Scott Miller/Emerio Consultants State: OR Sampling Point: DP-1
 Investigator(s): Jack Dalton Section, Township, Range: S13 T3S R1W
 Landform (hillslope, terrace, etc.): slope Local relief (concave, convex, none): convex Slope (%): 10
 Subregion (LRR): A-Northwest Forests and Coasts Lat: 45.313163° Long: -122.756347° Datum: N/A
 Soil Map Unit Name: Xerochrepts and Haploxerolls, very steep (92F) NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Remarks: Plant community dominated by invasive understory species - lacks wetland soil and hydrology indicators. Located at top of bank adjacent to SROZ edge, east of pasture.	

VEGETATION – Use scientific names of plants.

<u>Tree Stratum</u> (Plot size: <u>30' diameter</u>)	Absolute % Cover	Dominant Species?	Indicator Status		
1. <u>Populus balsamifera</u>	<u>40</u>	<u>yes</u>	<u>FAC</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)	
2. _____					
3. _____					
4. _____					
	<u>40</u>	= Total Cover			
<u>Sapling/Shrub Stratum</u> (Plot size: _____)					
1. _____				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____	
2. _____					
3. _____					
4. _____					
5. _____					
_____ = Total Cover					
<u>Herb Stratum</u> (Plot size: _____)					
1. _____					
2. _____					
3. _____					
4. _____					
5. _____					
6. _____					
7. _____					
8. _____					
9. _____					
10. _____					
11. _____					
_____ = Total Cover					
<u>Woody Vine Stratum</u> (Plot size: _____)					
1. <u>Rubus armeniacus</u>	<u>75</u>	<u>yes</u>	<u>FAC</u>	Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
2. _____					
	<u>75</u>	= Total Cover			
<u>% Bare Ground in Herb Stratum</u> _____					
Remarks: mowed R. armeniacus in understory, no herb cover at plot location.					



**REPUBLIC
SERVICES**

10295 SW Ridder Road, Wilsonville, OR 97070
O: 503.570.0626 F: 503.982.9307 republicservices.com

April 6, 2018

Steve Miller
Emerio Design
Senior Planner / Project Manager
6445 SW Fallbrook Place
Suite 100
Beaverton, OR 97008

Re: Canyon Creek subdivision

Dear Steve;

Thank you for sending me your site plans again for this development in Wilsonville.

My Company: Republic Services of Clackamas & Washington Counties has the franchise agreement to service this area with the City of Wilsonville, and Clackamas County. We will provide complete residential waste removal and recycling services as needed on a weekly basis for these sites.

We can service the lots now as designed. As you stated; we will be able to traverse safely in front of all the sites between A' Street and McGraw Ave, where we will be providing curbside service.

Thanks Steve for your help and concerns for our services prior to this project being developed.

Sincerely,

Frank J. Lonergan
Operations Manager
Republic Services Inc.