

Application for a Permit to Use Surface Water



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME DALE OR LISA ROARK		PHONE (HM) 559-924-1467	
PHONE (WK)	CELL 559-381-6742		FAX
ADDRESS 1404 TULIP ST.			
CITY LEMOORE	STATE CA	ZIP 93245	E-MAIL EDANDLISA1@SBCGLOBAL.NET

Organization Information

NAME		PHONE	FAX	RECEIVED FEB 11 2011
ADDRESS		CELL		
CITY	STATE	ZIP	E-MAIL	WATER RESOURCES DEPT SALEM, OREGON

Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.



AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS		CELL	
CITY	STATE	ZIP	E-MAIL

Note: Attach multiple copies as needed

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

I (we) affirm that the information contained in this application is true and accurate.


Applicant Signature

Applicant Signature

Dale E. Roark
Print Name and title if applicable
Lisa Roark
Print Name and title if applicable

Feb 6, 2011
Date
Feb 6, 2011
Date

App. No. <u>S-87690</u>	For Department Use Permit No. _____	Date _____
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SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

Yes

- There are no encumbrances.
- This land is encumbered by easements, rights of way, roads or other encumbrances.

No

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

<u>David & Carol Zientara</u>	<u>Stonebrook Homeowners Association</u>	<u>R. Scott Williams</u>
<u>2367 Rollie Loop</u>	<u>c/o R. Scott Williams</u>	<u>483 Cherokee Ave.</u>
<u>Eugene, OR 97495</u>	<u>483 Cherokee Ave.</u>	<u>Roseburg, OR 97471</u>
	<u>Roseburg, OR 97471</u>	

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: <u>North Umpqua River</u>	Tributary to: <u>Umpqua River</u>
Source 2: _____	Tributary to: _____
Source 3: _____	Tributary to: _____
Source 4: _____	Tributary to: _____

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SALEM, OREGON

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in item 3A above?

- Yes.
- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
North Umpqua River	Domestic Expanded	Year-round	0.01 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: _____ Acres Supplemental: _____ Acres
 List the Permit or Certificate number of the underlying primary water right(s): _____
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: _____

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- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: 1
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 3 Horsepower/submersible

Other means (describe): _____

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Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Water will be pumped from the North Umpqua River to the existing irrigation holding pond and then to the residence for domestic use and irrigation of up to 1/2 acre lawn/garden.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Household plumbing system and lawn/garden irrigation sprinklers.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent adverse impact to public uses of affected surface waters.

Water is needed for domestic use at the property. Best residential management practices will be used to minimize water use and prevent run off/erosion.

SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: ODFW approved fish screening will be installed on pump intake prior to diversion of water.

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: None planned

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: None planned

Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Will use best residential management practices to prevent erosion and run off.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: Upon issuance of permit

Date construction will be completed: Upon issuance of permit

Date beneficial water use will begin: Upon issuance of permit

SECTION 8: REMARKS

Use this space to clarify any information you have provided in the application (*attach additional sheets if necessary*).

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S-87690



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SALEM, OREGON

IRRIGATION WATERLINE EASEMENT AGREEMENT
AND RELEASE OF EASEMENT

This Easement Agreement is hereby made and entered into by and between R. SCOTT WILLIAMS (hereinafter referred to as "WILLIAMS") and WILMA GAMBILL hereinafter referred to as "GAMBILL") on the date herein below provided:

RECITALS:

A. GAMBILL has an irrigation line easement as set out in Judgment filed in Case No. 01CV1748CC in the Circuit Court of Douglas County, Oregon, wherein Donald L. Gambill was Plaintiff and Jon Douglas Gambill was defendant. The irrigation line easement encumbers the property of WILLIAMS.

B. WILLIAMS is the owner of the subservient property described in the irrigation line easement and wishes to relocate the irrigation line easement.

C. WILLIAMS and GAMBILL are in agreement that the line may be relocated to the common water line agreement on WILLIAMS' property. The relocated waterline easement is as described in the Exhibits A & B attached hereto and incorporated herein.

D. WILLIAMS and GAMBILL understand that WILLIAMS may at some future date to

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convey the common water line as part of and to be included as part of a subdivision and intended to

the water line easement to be managed by a homeowners association.

NOW THEREFORE: In consideration of the mutual promises herein the parties agree as follows:

(1) WATER LINE EASEMENT: WILLIAMS does hereby convey onto GAMBILL, a Perpetual, Nonexclusive Easement, which Easement Area shall be five feet (5') in width on either side of the centerline of the existing irrigation line described in the attached Exhibit A. and as depicted in Exhibit B.

(2) PURPOSE: Said irrigation line easement is for the purpose of providing GAMBILL access to an existing irrigation line and system of WILLIAMS.

(3) EASEMENT EXPENSE: The cost and expense of the installation, inspection, construction, reconstruction, improvement, installation and/or repair of the water line shall be born by WILLIAMS his heirs, successors and assigns. GAMBILL shall pay any cost and expense necessary to connect her irrigation system to the existing irrigation line described in Exhibit A.

(4) WATER LINE EXCLUSIVE: The easement area described herein is non-exclusive, and WILLIAMS, his heirs, successors and assigns retain all control over the irrigation line, its operation, maintenance and repair and shall have a right to use and occupy the easement area for all purposes. GAMBILL shall have the right to use, and to connect to, the irrigation line in common with other irrigation line users. GAMBILL shall limit her use of the irrigation line to providing water for lawn and garden purposes. GAMBILL agrees to abide by any water use and distribution requirements as set by WILLIAMS or his successors and assigns, that serve to regulate the common use of the irrigation line. Any such water use and distribution requirements will be uniform for all users of the common irrigation line.

(5) MANNER OF USE OF EASEMENT AREA/INDEMNITY: GAMBILL and WILLIAMS, and their successors and assigns, shall use and occupy the irrigation line and easement area such that one another's improvements are not hindered, damaged, delayed or otherwise harmed.

(6) LITIGATION EXPENSE: In the event that a dispute arises over the terms, conditions or enforcement of this Irrigation Waterline Easement Agreement, the unsuccessful party, their heirs, successors and assigns, shall pay to the prevailing party, their heirs, successors and assigns, any and all litigation expense incurred by the prevailing party. Litigation expense includes, but is not limited to: (a) reasonable attorney fees, whether incurred before, during or after legal proceedings are commenced, or before, during or after an appeal; (b) the fees and expenses of investigators, experts and/or surveyors; (c) the fees and expense

of title reports, title searches and title insurance; (d) the fees and expenses of depositions; and (e) any and all other out-of-pocket expenses incurred in connection with or arising out of the parties' dispute.

(8) PRIOR ENCUMBRANCES: The Irrigation Waterline Easement granted herein is subject to all prior easements, liens and encumbrances of record.

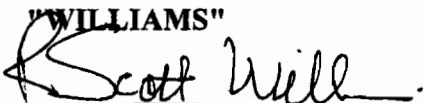
(9) HEIRS/SUCCESSORS: This Irrigation Waterline Easement Agreement is intended to and shall bind and inure to the benefit not only of the immediate parties hereto, but also the respective heirs, devisees, administrators, executors, assigns and successors in interest.

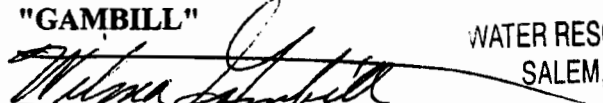
(10) GAMBILL RELEASE OF JUDGMENT EASEMENT: In consideration hereof, GAMBILL hereby releases and quit claims all interest she has in the irrigation ~~the~~^{line} easement as set forth in Judgment filed in Case No. 01CV1748CC in the Circuit Court of Douglas County, Oregon, wherein Donald L. Gambill was Plaintiff and Jon Douglas Gambill was defendant.

(11) ORS 93.040 NOTICE: "THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930."

"THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES."

DATED and SIGNED this 6 day of April, 2007.

"WILLIAMS"

R. Scott Williams

"GAMBILL"

Wilma Gambill

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SALEM, OREGON

EXHIBIT "A"

A 10-foot wide irrigation line easement being a portion of Parcel 2 of Partition Plat 2006-0056, Douglas County Plat Records and a portion of Unit 2 of Instrument Number 2006-006254, Douglas County Deed Records, located in the Southwest quarter of section 27, Township 26 South, Range 6 West, Douglas County, Oregon, lying 5 feet on each side of a centerline which is located over and above an existing irrigation line and is more particularly described as follows:

Beginning at a point on the South boundary of said Parcel 2 from which the Southwest corner bears South 23°32'24", 82.58 feet; Thence leaving said South boundary, North 49°50'19" West, 530.95 feet to a point; Thence North 69°33'18" West, 71.72 feet to a point; Thence North 16°50'04" West, 353.37 feet to a point; Thence South 73°09'56" West, 30.00 feet to a point; Thence North 16°50'04" West, 102.12 feet to a point; Thence South 73°09'56" West, 173.28 feet to a point; Thence North 87°05'52" West, 43.53 feet to a point; Thence North 31°40'54" West, 55.93 feet; Thence North 50°07'23" West, 66.13 feet to a point; Thence North 38°39'43" West, 22.44 feet to a point; Thence South 48°51'30" West, 97.70 feet to a point on the West boundary of said Unit 2 and terminus of this description from which a 5/8-inch iron rod at the most Northerly Northwest corner of said Parcel 2 bears South 47°37'30" East, 42.77 feet. The sidelines of the previously described easement are to be lengthened or shortened in order to terminate on the aforementioned boundary lines.

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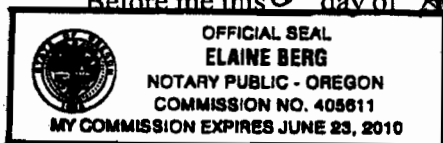
FEB 11 2011

WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON)
) ss.
County of Douglas)

Personally appeared before me the above named R. SCOTT WILLIAMS and he did acknowledge the foregoing instrument to be his voluntary act and deed.

Before me this 6th day of April, 2007.

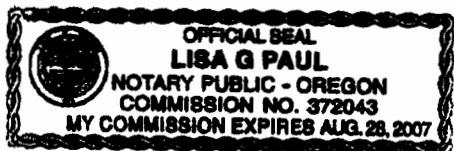


Elaine Berg
Notary Public for Oregon
My Commission Expires: June 23, 2010

STATE OF OREGON)
) ss.
County of Douglas)

Personally appeared before me the above named WILMA GAMBILL and she did acknowledge the foregoing instrument to be her voluntary act and deed.

Before me this 13th day of April, 2007



Lisa G Paul
Notary Public for Oregon
My Commission Expires: Aug. 28 2007

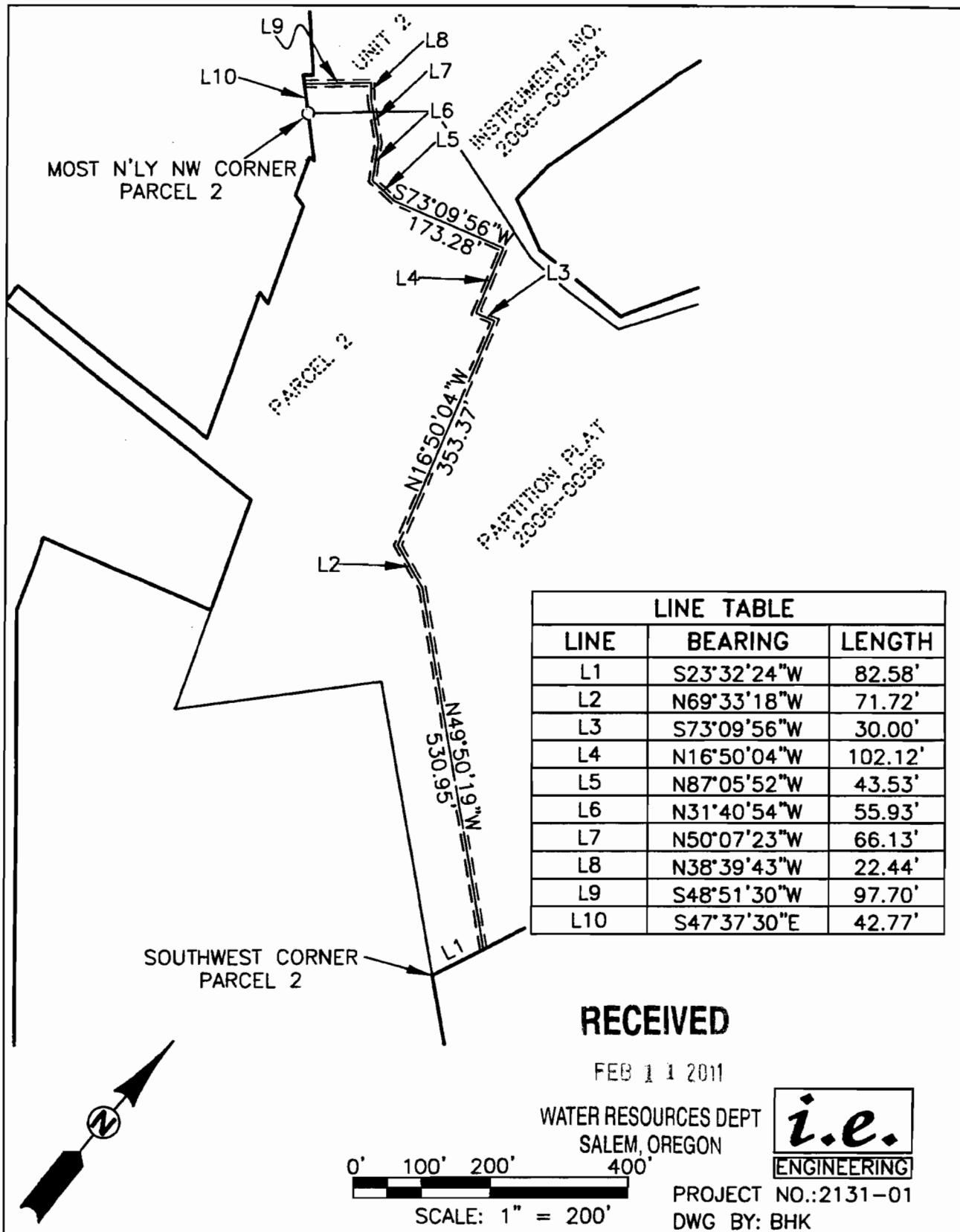
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WATER RESOURCES DEPT
SALEM, OREGON

END OF DOCUMENT

EXHIBIT "B"



S-87690



After recording return to:
Dale Roark & Lisa Roark
1404 Tulip Street
Lemore, CA 93245

Until a change is requested all tax statements shall be sent to the following address:

Dale Roark & Lisa Roark
1404 Tulip Street
Lemore, CA 93245

Escrow No. RB0705005
Title No. 0705005
SWD r.012910

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2010-016088



\$41.00

DEED-WD Cnt=1 Str=18 RECORDINGDESK
\$5.00 \$11.00 \$15.00 \$10.00

10/04/2010 09:00:31 AM

AmeriTitle 705005

STATUTORY WARRANTY DEED

R. Scott Williams, an estate in fee simple, Grantor(s) hereby convey and warrant to Dale Roark and Lisa Roark, as tenants by the entirety, Grantee(s) the following described real property in the County of DOUGLAS and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 12, STONEBROOK SUBDIVISION, Douglas County, Oregon.

TOGETHER WITH an easement more particularly set out on 26 06 27C 3200 R131640, Deed Records, Douglas County, Oregon

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

R131640

T28S R06W S21BA TL 1100

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any: 2010-2011 Real Property Taxes a lien not yet due and payable.

The true and actual consideration for this conveyance is \$145,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 24 day of Sept, 2010

R. Scott Williams
R. Scott Williams

State of Oregon
County of DOUGLAS

This instrument was acknowledged before me on 9-24, 2010 by R. Scott Williams.



Terri Jo Morgan
(Notary Public for Oregon)
My commission expires 12-19-10

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WATER RESOURCES DEPT
SALEM, OREGON

END OF DOCUMENT

S-87690

Property Details for Property ID: R131644	
Owner Information :	
Owner Name: STONEBROOK HOMEOWNERS ASSOCIATION	
Owner Address #1: 483 CHEROKEE AVE	
Owner Address #2:	
Owner Address # 3:	Alternate Account #:
Owner City/State/Zip: ROSEBURG, OR 97471	Account Status: A
Property Information :	
Township: 26	Situs Address: 0 CHEROKEE AVE ROSEBURG, OR 97471
Range: 06W	Map ID: 260627C02600
Section: 27	County Property Class: 996
Quarter: C	Legal Acreage: 4.12
Sixteenth:	Code Area: 00402
Maintenance Area: 5	Neighborhood Code: KFX
Year Built:	Living Area: 0
Bedrooms:	Baths:
Exemption Code: 996	Exemption Desc.: COMMON.AREA
MFD Home ID:	
Value Information :	
Improvement Appr. Value: \$0.00	Total Appr. Value: \$0.00
Land Appr. Value: \$0.00	Exemption Value: \$0.00
Land Market Value: \$0.00	Total Assessed Value: \$0.00
Total Real Market Value: \$0.00	Taxes Imposed: \$0.00
Sales Information :	
Deed No: 2007-10909	
Sale Price: \$0.00	Sale Date:

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SALEM, OREGON

S-87670

Property Details for Property ID: R131630**Owner Information :**

Owner Name: ZIENTARA, DAVID B & CAROL A
 Owner Address #1: 2367 ROLLIE LOOP
 Owner Address #2:
 Owner Address # 3: Alternate Account #:
 Owner City/State/Zip: EUGENE, OR 97495 Account Status: A

Property Information :

Township: 26	Situs Address: 647 CHEROKEE AVE ROSEBURG, OR 97471
Range: 06W	Map ID: 260627C03800
Section: 27	County Property Class: 111
Quarter: C	Legal Acreage: 1.55
Sixteenth:	Code Area: 00402
Maintenance Area: 5	Neighborhood Code: KLR
Year Built: 2007	Living Area: 4918
Bedrooms: 4	Baths: BATH4L.TUB
Exemption Code:	Exemption Desc.:
MFD Home ID:	

Value Information :

Improvement Appr. Value: \$671,418.00	Total Appr. Value: \$971,418.00
Land Appr. Value: \$300,000.00	Exemption Value: \$0.00
Land Market Value: \$300,000.00	Total Assessed Value: \$700,547.00
Total Real Market Value: \$971,418.00	Taxes Imposed: \$7,211.48

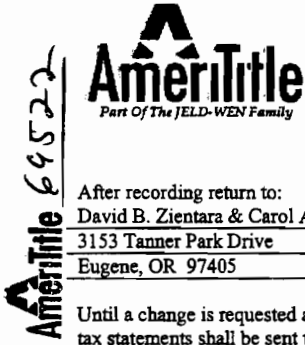
Sales Information :

Deed No: 2007-13572
 Sale Price: \$350,000.00 Sale Date: 6/15/2007

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SALEM, OREGON



After recording return to:
David B. Zientara & Carol A. Zientara
3153 Tanner Park Drive
Eugene, OR 97405

Until a change is requested all
tax statements shall be sent to
The following address:

David B. Zientara & Carol A. Zientara
3153 Tanner Park Drive
Eugene, OR 97405

Escrow No. RB69522
Title No. 69522

SWD

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK 2007-013572



\$21.00

00188408200700135720010016

06/15/2007 01:33:50 PM

DEED-WD Cnt=1 Str=18 RECORDINGDESK
\$5.00 \$11.00 \$5.00

STATUTORY WARRANTY DEED

R. Scott Williams, an estate in fee simple, Grantor(s) hereby convey and warrant to David B. Zientara and Carol A. Zientara, husband and wife, Grantee(s) the following described real property in the County of Douglas and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 5, STONEBROOK SUBDIVISION, Douglas County, Oregon

26 06 27C 3800 R131630

TOGETHER WITH easements for roadway and utilities as delineated on the recorded plat of STONEBROOK SUBDIVISION and as set out in Instrument No. 84-6371, Deed Records, Douglas County, Oregon.

ALSO TOGETHER WITH an undivided 1/15 interest in Shared Open Space Lands designated A, B and C on the recorded plat of STONEBROOK SUBDIVISION, said Shared Open Space Lands being owned and controlled by Stonebrook Subdivision Homeowner's Association, Inc. R131630

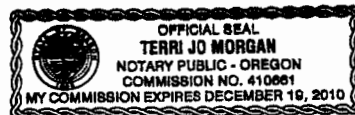
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is \$350,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated this 15th day of June, 2007

R. Scott Williams
R. Scott Williams



State of Oregon
County of Douglas

This instrument was acknowledged before me on 6-15, 2007 by R. Scott Williams.

Terri Jo Morgan
(Notary Public for Oregon)

My commission expires 12-19-2010

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WATER RESOURCES DEP
SALEM, OREGON

END OF DOCUMENT

S-87690

Property Details for Property ID: R131639

Owner Information :

Owner Name: WILLIAMS, R SCOTT	
Owner Address #1: 483 CHEROKEE AVE	
Owner Address #2:	
Owner Address # 3:	Alternate Account #:
Owner City/State/Zip: ROSEBURG, OR 97471	Account Status: A

Property Information :

Township: 26	Situs Address: 640 CHEROKEE AVE ROSEBURG, OR 97471
Range: 06W	Map ID: 260627C03100
Section: 27	County Property Class: 100
Quarter: C	Legal Acreage: 1.15
Sixteenth:	Code Area: 00402
Maintenance Area: 5	Neighborhood Code: KFX
Year Built:	Living Area: 0
Bedrooms:	Baths:
Exemption Code:	Exemption Desc.:
MFD Home ID:	

Value Information :

Improvement Appr. Value: \$0.00	Total Appr. Value: \$132,153.00
Land Appr. Value: \$132,153.00	Exemption Value: \$0.00
Land Market Value: \$132,153.00	Total Assessed Value: \$132,153.00
Total Real Market Value: \$132,153.00	Taxes Imposed: \$1,345.61

Sales Information :

Deed No: PLAT 22/44	
Sale Price: \$0.00	Sale Date:

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S-87690

S-07690

OFFICIAL RECORDS OF DESCRIPTIONS OF REAL PROPERTIES ACCOUNT NUMBER(S) R131639	4-02	26	6	27	C	3100	TAX LOT NUMBER	
							CODE AREA NUMBER(S)	FORMERLY PART OF: 302
NAME AND TAX LOT INFORMATION	DATE OF ENTRY	DEED RECORD	ACREAGE/ COMMENTS					
WILLIAMS, R SCOTT	5-31-07	PLAT 22/44	1.15					

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TAX LOT DESCRIPTION:
STONEBROOK SUBDIVISION
LOT 11

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S-87690

Land Use Information Form

W/S 2011-0028
 \$50.⁰⁰
 Rpt. #10713
 R131640; R131639
 R131630; R131644



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Applicant(s): Dale and Lisa Roark

Mailing Address: 1404 Tulip Street

City: LeMoore

State: CA

Zip Code: 93245

Daytime Phone: (541) 924-1467

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>26</u>	<u>6W.</u>	<u>27</u>	<u>C</u>	<u>3200</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
<u>26</u>	<u>6W.</u>	<u>27</u>	<u>C</u>	<u>2600</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
<u>26</u>	<u>6W.</u>	<u>27</u>	<u>C</u>	<u>3100</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
<u>26</u>	<u>6W.</u>	<u>27</u>	<u>C</u>	<u>3800</u>	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Douglas County

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) North Umpqua River

Estimated quantity of water needed: 0.01 cubic feet per second
 gallons per minute
 acre-feet

Intended use of water: Irrigation
 Commercial
 Industrial
 Domestic for 1 household(s)
 Municipal
 Quasi-Municipal
 Instream
 Other _____

Briefly describe:

Domestic use for one household and irrigation of 1/2 acre lawn/garden

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Section 3.9.050
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

**DOUGLAS COUNTY PLANNING DEPARTMENT
ROOM 106, JUSTICE BUILDING
DOUGLAS COUNTY COURTHOUSE
ROSEBURG, OR 97470**

Name: Jeff Lehnbach Title: Planner
 Signature: *Jeff Lehnbach* Phone: 541-440-4289 Date: 1/19/11
 Government Entity: Douglas County

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

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DECLARATION OF COVENANTS AND RESTRICTIONS

AND

PLANNED COMMUNITY DECLARATION

FOR

STONEBROOK SUBDIVISION
VOL. 22 Pages 44 A & B
DOUGLAS COUNTY, OREGON

THE UNDERSIGNED, being the record owners and parties of interest of the real property described as Stonebrook Subdivision as platted in the Records of Douglas County, Oregon, (subject property), do hereby make the following declaration of covenants and restrictions covering said real property and specifying that this declaration shall constitute covenants to run with all of the land and to be binding upon all persons claiming under the declarant and that these conditions and restrictions are for the benefit of and limitations upon all future owners of this real property.

ARTICLE 1
DEFINITIONS

The following words when used in this declaration shall have the following meanings:

- (a) "Association" shall mean the Stonebrook Homeowners' Association, Inc., an Oregon nonprofit corporation.
- (b) The "property" or "subject property" shall mean all the real property platted as Stonebrook Subdivision, Douglas County, Oregon.
- (c) "Common facilities" and "common areas" shall mean any portions of subject property designated on the plat of this property as common are and also the roadway known as Cherokee Avenue which is a part of the common areas.
- (d) "Owner" shall mean the record owner, whether one or more persons or entities of the fee simple title to any lot situated upon the property but shall not include mortgage or trust deed holder unless they acquire fee title. Owner shall also include those holding a purchaser's interest in a land sale contract covering any lot or parcel in subject property.

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Page - 1 - DECLARATION OF COVENANTS AND RESTRICTIONS AND
PLANNED COMMUNITY DECLARATION.

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2007-010909



NO FEE

00185094200700109090130130

05/11/2007 10:45:19 AM

COVE-COVE Cnt=1 Str=1 RECEIPTCOUNTER
This is a no fee document

S-87690

- (e) "Developer" shall mean the undersigned owner of subject property, and its successors and assigns.
- (f) "Water System" shall mean the water pumping station, diversion point, water rights, and water lines.

**ARTICLE II.
HOMEOWNERS' ASSOCIATION**

Section 1. The Developer has caused to be filed with the Corporation Division, Articles of Incorporation for Stonebrook Owners' Association, Inc., an Oregon nonprofit corporation. The Articles of Incorporation specify that the purposes for which the corporation is formed are: To maintain private roadways serving the subdivision, to improve and maintain all common areas of the subdivision to improve and maintain common septic system, to fix assessments and charges to be levied against owners of all lots in the subdivision, to pay all taxes, if any, on property owned by the corporation or incomes of the corporation, to grant easements and dedicate portions of the common area and to engage in any lawful activity for which corporations may be organized under the Oregon Non-Profit Corporation Law, ORS Chapter 65. This Association is hereby granted the power and authority to enforce these declarations of covenants and restrictions.

Section 2. Membership in the Association is required. Every owner of any lot in Stonebrook Subdivision shall automatically be a member of the Association. Each lot shall have one vote and in case there are multiple owners of the lot they shall decide among themselves how that vote shall be cast.

Section 3. Until one hundred twenty (120) days after the Developer has sold eighty percent (80%) of the lots owned by the Developer, it shall retain all voting rights in the Association, and further during that same time Developer shall serve as the sole officer and director of the Association.

Section 4. The association shall have the responsibility to take reasonable steps to maintain the common area, including Cherokee Lane, roadways, storm sewers, irrigation system, walkways, fences, and any other improvements within the common areas serving the subdivision. The Association is authorized to decide whether any tree within the subdivision is a danger tree and if so to direct its removal. The corporation is authorized to make reasonable rules concerning use of the common areas. Such rules shall be approved by at least two-thirds of the voting of the Association. The Association is authorized to develop and improve the common areas.

Section 5. The Developer shall provide a transitional advisory committee following the requirements of ORS 94.604. The Developer shall also give notice of meeting to turn over administrative responsibility pursuant to ORS 94.609 one hundred

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twenty (120) days after Developer has sold eighty percent (80%) of the lots in the planned community.

ARTICLE III MEMBERSHIP OBLIGATIONS

Section 1. Each owner shall maintain its membership in the Association. Further, each owner is obligated to pay, when due, assessments of the Association.

Section 2. In the event that any owner or invitee of any owner shall cause any damage to any of the common areas, then that owner shall reimburse the Association for the reasonable cost for repairing such damage.

ARTICLE IV ASSESSMENTS

Section 1. The Board of Directors of the Association shall fix regular assessments to be paid on a monthly basis as determined by the Board. These regular assessments, together with any interest thereon and any collection costs incurred, shall be a continuing lien upon the portions of the property owned by each member. Such assessments shall also be the personal obligation of the member owning the assessed lot.

Section 2. The regular assessments of the Association shall be used for the purpose of paying Association operating expenses including maintenance of the common areas, including all improvements thereto and payment of all tax and insurance costs thereon. The amount of the monthly assessment shall be fixed by the Board of Directors from time to time. The Association shall establish reserved for replacement of capital improvements. Notwithstanding anything herein to the contrary, Lot 1 shall not be subject to any regular assessment for the operating expenses, including maintenance, of Cherokee Avenue.

Section 3. In addition to the regular assessments authorized by Sections 1 and 2 hereof, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of any construction, repair or replacement to the common area, including any necessary fixtures and personal property related thereto. Any special assessment shall first be approved by at least two-thirds of the votes authorized to be cast at any special meeting of the membership. For purposes of special assessment a quorum for any meeting called to authorize a special assessment shall consist of fifty percent (50%) of the members of the Association. Notwithstanding anything herein to the contrary, Lot 1 shall not be subject to any special assessments levied for the purpose of paying, in whole or in part, the cost of any construction, repair or replacement of Cherokee Avenue, including any necessary fixtures and personal property thereto.

Section 4. All assessments of the corporation shall be billed to the member in writing. Which billing shall allow ten (10) days for payment thereof. Interest on any unpaid assessments shall accrue at one and one-half per cent (1-1/2%) per month,

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eighteen percent (18%) per annum from the due date until paid. Any assessment that is not paid on or before the due date shall constitute a lien against the property owned by the nonpaying member. The association is authorized to record a statement of any liens with the Douglas County Recorder. Upon recording such a lien the Association shall be authorized to recover the amount of the lien, all recording charges, accruing interest and all costs of collection, including reasonable attorney's fees, both in trial and any appeal. The Association is also authorized, at its option, to seek a personal judgment against the record owners of the lot.

Section 5. The lien of the charges and assessment of the Association shall be subordinate to the lien of any recorded mortgage, trust deed or a land sale contract, seller's interest properly recorded against the property prior to the time the lien is recorded. However, in the event that any mortgage, trust deed, or land sale contract is foreclosed, the person acquiring title to the property through foreclosure shall be obligated for assessments of the Association accruing after the time such person completed the foreclosure and obtained title to the property.

Section 6. Recognizing that the Developer has incurred substantial development costs in this planned unit development, there will be no assessments of charges against any lots owned by the Developer, either during the time the Developer owns those lots awaiting sale or in the event of repossession or foreclosure of any of those lots where title returns to Developer. This section cannot be amended without the prior written approval of the Developer.

ARTICLE V ARCHITECTURAL REVIEW COMMITTEE

Section 1. No building or improvement shall be erected, altered, placed or permitted to remain in any lot or within the common areas within subject property until the building plans, specifications and plot plans showing location of structures on the lot and any proposed tree removal have been submitted to and approved in writing by the Architectural Review Committee. In deciding whether or not to grant approval, the Architectural Review Committee shall follow the provisions of Article VIII of this Declaration and shall review and consider the style and quality of the workmanship and materials, external design, compliance with these covenants, relationship to existing structures, the colors proposed for any buildings, the siting of the improvements upon the lot, whether or not removal of any trees or vegetation is required or desirable, the exterior elevation of the houses and location of any window and the effect that the proposed improvement will have upon the reasonable enjoyment of any other lot owners in the planned unit development.

Section 2. The Architectural Review Committee shall approve or disapprove any plans and proposals submitted within thirty (30) days of receipt.

Section 3. Until such time as the Developer has sold all lots in the subdivision; and, further that the Architectural Review committee has approved plans for

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construction of residences upon all lots in the subdivision; and, further that such residences have actually been constructed, the Developer is authorized to delegate this function to a person or entity selected by him. Thereafter the Architectural Review Committee shall be composed of three members of the Association who shall be selected by the Board of Directors of the Association.

Section 4. Neither the Architectural Review Committee nor any member thereof, nor the Association, shall be liable to any owner of any lot for any damage, loss, or claim of loss resulting from any action or failure to act of the Architectural Review Committee.

ARTICLE VI COMMON AREA EASEMENTS

Section 1. The Developer reserves the right to grant access and utility easements across the common areas until such time as the Developer has sold all lots the Developer owns in the subdivision.

Section 2. The Developer and the Association are authorized to grant easements within the common area and any damage caused to the common area by required repairs shall be the responsibility of the owners of the lots benefited by the easements.

Section 3. Each lot shall have an access easement over Cherokee Avenue as shown in the plat of this subdivision.

ARTICLE VII CONDEMNATION

Section 1. Any condemnation of eminent domain proceeding involving the common area shall be the sole responsibility and authority of the Board of Directors of the Association. Any payment resulting from such condemnation shall be the property of the Association.

ARTICLE VIII IRRIGATION SYSTEM

Section 1. Irrigation System. A portion of the Common Area and Lots shall be used and managed for the irrigation system, which system the Association shall operate and maintain in accordance with any permitted and/or certificated water rights as issued by the Oregon Water Resources Department. Use, operation, and maintenance of the irrigation system are subject to the provisions of the Declaration, Bylaws, Articles, and any Rules and Regulations adopted by the Declarant.

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Section 2. **Reservation of Rights.** The Declarant and the Association reserve the right to install, operate, and to make any future improvements to the irrigation system for any purpose, including as necessary to comply with the terms and conditions contained in any permit or certificate issued by the Water Resources Department.

Section 3. **No Gift or Dedication.** This deed restriction applicable to the Irrigation System may not be construed as a gift or dedication of the irrigation system to the general public, nor as a right of use or access by the general public. Nor shall this deed restriction be construed as a right of use or access by any Association member excepting those that have been granted hook up rights by the Developer.

Section 4. **Maintenance of the Irrigation System.** The Association shall be responsible for the maintenance, repair, replacement, operation, and upkeep of the irrigation system. Declarant reserves the right to utilize the irrigation system to service property not included within the Stonebrook Subdivision. In the event Declarant or any of its successors or assigns utilizes the irrigation system for lands outside the Stonebrook Subdivision, Declarant or its successors or assigns shall pay to the Association, a proportionate share of the maintenance, repair, replacement, operation and upkeep costs of the irrigation system. Such proportionate share shall be based on the percentage of acres Declarant or its successors or assigns irrigates with the irrigation system bears to the total acres utilizing the irrigation system.

Section 5. **Owner Access.** Upon the request of the Owner of a Lot and payment of the appropriate hook up fee as set by the Declarant, the Declarant shall provide a tap into the irrigation system whereby the Lot Owner will be able to attach at his sole cost, his/her water line to provide irrigation water to Owner's Lot.. At the discretion of the Declarant, the Lot Owner may be required to acquire and install, at Owner's expense, a water flow meter at the tap point.

Section 6. **Potable Water.** The irrigation system water is for irrigation purposes only and is not designed to be fit for human consumption.

Section 7. **Meters.** If individual meters are ever required by a governmental agency or by the Association, then the Owner of each Lot served by the irrigation system, agrees to pay for all costs associated with the installation of the meter to the Lot and agrees thereafter to pay any costs for the use of the Irrigation System in proportion to the use as reflected by that percentage that the amount of water use attributable to the Lot bears to the total amount of water used by the combined users of the irrigation system.

Section 8. **Transfer.** As of the date of this Declaration of Covenants, Conditions and Restrictions, there are permitted and/or certificated water rights for 3.5 acres within the subject property, Declarant retains ownership of these water rights and the right to transfer the water rights, including the right to transfer for instream purposes. For the purpose of any transfer of water right, the Declarant shall be considered the sole "owner" of the water right subject to transfer. The Declarant may, upon compliance with the provisions of ORS 540.520 and ORS 540.530, if such compliance is required, change

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the place of use, the point of diversion or the use theretofore made of the water subject only to the rights granted to a Lot Owner pursuant to any hook up agreement between the Lot Owner and Declarant.

Section 9. **Distribution and Drought Management.** In the event there is a drought or other event resulting in their being insufficient water to irrigate all of the Lots subject to a hook up agreement between the Lot Owner and Declarant, or there is a disagreement among the Owners relative to the distribution or division of the water through or from the irrigation system, the Declarant and/or Association shall make a just distribution or division of water among the Lot Owners subject to a hook up agreement.

Section 10. **Water Rights.** Any party who obtains a water right permit or certificate from the State of Oregon may petition the Declarant for the right to utilize the irrigation system. Prior to any party utilizing the irrigation system for their individual household and/or domestic water right, the Lot Owner shall enter into a hook up agreement with the Declarant.

ARTICLE IX LAND USE RESTRICTIONS

Section 1. The lots shall be only used for construction of a single-family residence and attached garage. The minimum square footage of the residence, excluding garage, and excluding decks, shall be 2,000 square feet.

Section 2. The existing trees in this subdivision enhance its value. Therefore, removal of existing trees in the excess of twelve inches (12") diameter breast height (dbh) must be approved in advance by the Architectural Review Committee. Clearing of trees for building construction shall be allowed.

Removal of danger trees from any lot shall be the responsibility of the lot owner. Removal of danger trees from the common areas shall be the responsibility of the Association. "Danger trees" are those trees which pose a danger to persons or property because of the likelihood of their falling due to age, weakened condition, disease, wind patten and the like. Any lot owner or any member of the Association shall be entitled to ask the Architectural Review Committee to decide whether any particular tree is a danger tree. If the Architectural Review Committee determines that the tree is a danger tree, then it shall direct the lot owner to remove the tree at the expense of the lot owner (or the Association in the case of a tree located in the common area).

Section 3. All buildings shall be completed and certificate of occupancy obtained within twelve (12) months from commencement of construction. No lot shall be occupied for any purpose until a certificate of occupancy is obtained.

Section 4. All fences, walls, hedges or vegetative screening of the lot shall be approved by the Architectural Review Committee prior to placement. Approval shall

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consider the effect that such improvement shall have on other lots and whether the same will be site hazards to users of the roadways.

Section 5. Each lot shall be maintained in a good and clean condition, free of any accumulations of rubbish or trash. All trash, garbage or waste shall be kept in sanitary containers which shall be screened from view from the street. Yards of homes shall be maintained in a neat and attractive condition. As to all lots where no homes have yet been built, the owner of the lot shall mow and cut all natural vegetation to prevent fire hazard or unsightly accumulations. Such natural growth shall always be cut and maintained not higher than twelve (12) inches high. In the event the lot owner fails to so maintain the lot, the Association shall be authorized to mow the lot and charge the cost thereof, including administrative expense and collection costs (including attorney's fees) to the lot owners. Payment shall be due on billing.

Section 6. No sign of any kind shall be displayed to public view on any lot except signs advertising the property for sale. For sale signs shall be limited to one (1) in number and shall be no longer than three (3) feet by two (2) feet.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs and cats may be kept as household pets provided they are not kept or bred or maintained for commercial purposes and further provided that each lot owner shall be responsible for keeping these pets within the owners lot and restraining such pets from making any noise which would intrude on the privacy of other lot owners.

Section 8. No mobile homes or modular homes will be permitted on any lot. The term mobile homes means a movable or portable dwelling constructed to be transported on its chassis and designed without permanent foundation, whether or not a permanent foundation is subsequently provided, which includes one or components that can be retracted for transporting purposes and subsequently expanded for additional capacity, or two or more units separately transportable but designed to be joined into integral units, as well as portable dwelling composed of a single unit. The term modular home means a dwelling constructed from standardized units built at another location and transported in units for final assembly at the lot.

Section 9. No camper, travel trailer, motor home or other recreational vehicle shall be kept or stored on any lot in such a manner as to be visible from any street or from any other lot. Further, such vehicles shall not be used for occupancy on any lot except for occasional guests but not for any period exceeding fourteen (14) days. No inoperable vehicle shall be kept or stored on any lot.

Section 10. Exterior television antennas and satellite receivers shall be restricted to one (1) on each lot and the height, shape, construction, location and screening of the same shall be subject to the review and prior written approval of the Architectural Review Committee.

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Section 11. No lot within the subdivision shall be divided or partitioned to allow the creation of any additional building lots.

Section 12. Parking in the common areas, if allowed, shall be regulated by the Association. The Association shall have the right to have any vehicles towed of parked in violation.

Section 13. Building Materials and Landscaping:

- (a) The following materials are hereby declared approved for exterior wall materials: Wood board siding with exposed dimension not to exceed eight inches (8"); synthetic plaster; brick veneer; and stone veneer. Any other exterior wall material must first be approved by the Architectural Review Committee.
- (b) The following are hereby approved as roofing materials: Wood shingles or shakes; clay or concrete tile; composition roof of at least architectural 80 or better quality. Metal roofs are specifically prohibited.
- (c) No flat roofs shall be allowed on any building in the subdivision. The medium roof pitch allowed on any building shall be 6 in 12. Roof overhang shall not extend closer than two feet (2') from any property line.
- (d) Exterior wall and roof colors shall be approved and any change thereof shall be approved in advance by the Architectural Review Committee. The Committee shall only approve muted natural colors for roofs and exterior walls. Roof vents and other non-copper metal parts shall be painted to match the color of the roof.
- (e) Exterior lighting that extends into the common area or onto adjacent lots shall only be installed after written approval of the same is obtained from the Architectural Review Committee.
- (f) Heating, ventilating, and air conditioning equipment shall not be permitted on any roof. These installations must be located and screened from view and to minimize all noise which they create.
- (g) Complete landscaping is required and may extend a reasonable distance into common areas upon written approval of the Architectural Review Committee. Landscape design shall be submitted to and approved by the Architectural Review Committee to prior to installation. All landscaping must be completed within 120 days of the date of substantial completion of the residence unless an extension is granted by the Architectural Review Committee. All landscaping must conform generally to the overall esthetics and standards of the subdivision, including but not limited to grass, irrigation systems, ground cover, plants, shrubs, trees, hedges, yard decorations, curb cuts and driveway.
- (h) The lot owner and the owner's construction agents shall be responsible to protect all existing improvements in the common area and in adjacent lots, including but not limited to, fences, landscaping, entry courtyard paving and underground utilities. Prompt repair of the damage is the responsibility of the owner and his construction agents.

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Section 14. Amendment to Land Use Restrictions:

(a) Until the Developer has sold all lots he owns in the subdivision, the Developer retains the right to amend these Land Use Restrictions in whole or in part by recording a document signed by the Developer stating the changes. However, other than the Developer's right of amendment, these Land Use Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any lot in the subdivision and their respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date this declaration is recorded. Thereafter the Land Use Restrictions shall continue in full force and effect until such time, if ever, that the then owners of two-thirds of the lots in the subdivision sign and record a document agreeing to change the Land Use Restrictions in whole or in part. Such change, if any, shall be effective on the date of such recording.

Section 15. Invalidation of any one of these Land Use Restrictions shall in no way affect any of the other land use provisions which shall remain in full force and effect.

**ARTICLE X
GENERAL PROVISIONS**

Section 1. In the event of any suit or action brought to enforce any provision of this declaration, the prevailing party, both in trial and on appeal, shall recover reasonable attorney's fees from the other party in addition to costs and disbursements.

Section 2. The Association, any lot owner, or the Developer shall be entitled to bring an action to enforce this declaration.

**ARTICLE XI
DISCLOSURES**

Section 1. The name of the community is STONEBROOK SUBDIVISION.

Section 2. The subdivision is located in Douglas County, Oregon.

Section 3. A legal description of the real property included in this subdivision is Stonebrook Subdivision as platted in the Records of Douglas County, Oregon.

Section 4. Statement of the number of lots and units in the planned community: Fifteen (15) lots.

Section 5. A legal description of real property included in the planning community which is common property: That described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 6. Description of Special Declarant rights: The Declarant, who is the Developer, has reserved the following rights: All voting rights in the Association and the right to serve as sole officer and director of the Association until one hundred twenty (120) days after the Developer has sold eight percent (80%) of its lots. Further, the Developer has reserved the right to amend the land use restrictions (Article IX) until the Developer has sold all his lots. There shall be no assessments or charges against any lots owned by the Developer. Developer has also reserved rights to transfer water rights and authorize the use of the irrigation system.

Section 7. Provision for allocating votes to each lot: Until one hundred twenty (120) days after the Developer has sold eighty percent (80%) of its lots, the Developer will retain all voting rights in the Association. Thereafter, each lot in the Association will have one vote.

Section 8. Method of determining the liability of each lot for common expenses and the right of each lot to any common profits: Other than lots owned by the Developer, all lot owners are responsible for paying the assessments of the Association. The Association is obligated to levy assessments to pay common expenses. No common profits will be distributed to any lot holder.

Section 9. The Declarant shall establish reserve accounts for replacement of any items of common property which normally require replacement in whole or in part in more than three (3) and less than (30) years to comply with ORD 94.595. Assessments for reserves shall not accrue against lots owned by the Developer.

Section 10. Any restrictions on alienation of the lots: None.

Section 11. Statement of the use for which each lot is intended: One single-family residence.

Section 12. Statement whether or not the Association has the right to sell, convey or subject to a security interest any portion of the common property: The Association shall not have the right to do this.

Section 13. Statement of any restriction on the use maintenance or occupancy of lots or units: Use of the lots is restricted as set forth in Articles V and VIII hereof.

Section 14. Statement of the percentage of votes required to approve an amendment to the Declaration of conditions and Restrictions for Stonebrook Subdivision in accordance with ORS 94.590: Eighty percent (80%) of the total votes authorized to be cast.

Section 15. A description of any contemplated improvements that the Declarant agrees to build: None

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Section 16. A statement of the circumstances under which individual owners will assume control of the homeowners Association: One hundred twenty (120) days after eighty percent (80%) of the lots have been conveyed by the Developer, the Declarant shall call a meeting for purpose of turning over administrative responsibility to the homeowners Association.

Section 17. The Declaration of conditions and Restrictions for Stonebrook Subdivision provides for an architectural review committee to review and approve all plans for any structures before they are placed on any lot.

ARTICLE XII
PROVISIONS REQUIRED BY DOUGLAS COUNTY LAND USE AND
DEVELOPMENT ORDINANCE NO. 4.415

Section 1. All private roads in the subdivision shall be maintained by the Homeowners Association in good condition to the applicable Land Use Development Ordinance Standard.

Section 2. All owners of the lots in the subdivision shall be members of the Association and are required to pay dues and assessments of the Association, including those necessary to enforce the covenants, including legal expenses incurred by the Association.

Section 3. Owners of property in the subdivision and Douglas County shall have the right to bring an action in the appropriate court to enforce compliance with these covenants.

Section 4. In the event Douglas County shall perform any maintenance work on private roads, the Association is obligated to reimburse the County for the reasonable cost of the maintenance so performed. These charges shall be an assessment of the Association and shall be a lien against property within the subdivision.

Section 5. The existence of these covenants shall be noted on the face of the final plat map.

ARTICLE XIII
PROVISIONS REQUIRED BY
DOUGLAS COUNTY LAND USE AND DEVELOPMENT
ORDINANCE NO. 4.275.3

Section 1. The final subdivision plat shows certain open space. The open space is subject to the requirements of Douglas County Land Use and Development Ordinance section number 4.275.3 which requires:

- (a) Continuation of such land in open space use;

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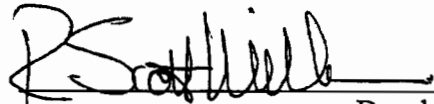
- (b) The continuity of property maintenance including necessary financial arrangements for such maintenance;
- (c) The recovery for loss sustained by condemnation or foreclosures; and
- (d) The open designated on the plat may be improved for open space uses beneficial to the development. The open space shall not be considered a lot of record for purposes of additional residential development.

These requirements shall apply to the open space land as shown on the plat and shall apply top and be incorporated into any conveyance of that open space from the Developer to the Association.

Section 2. The restrictive covenants as for the open space shall run with the land, be permanent and shall become part of the deed to each lot.

Section 3. The shared open space shall not be used for residential development for as long as the open space remains outside of the urban growth boundary.

DATED and EXECUTED this 8th day of May, 2007.



 Developer

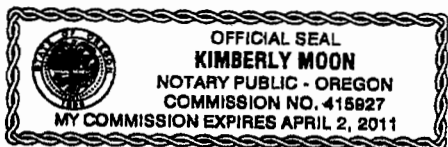
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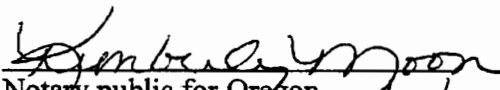
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STATE OF OREGON)
) ss.
 County of Douglas) May 8, 2007

Personally appeared R. Scott Williams, who being sworn, stated that he is one of the Developers and that he acknowledged the foregoing to be his voluntary act and deed.



BEFORE ME: 
 Notary public for Oregon
 My Commission Expires: 4/2/11