

Application for a Permit to Use Ground Water



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

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed, the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department issues a Final Order consistent with the PFO. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.615)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: well development
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: storage of groundwater in a reservoir
- SECTION 7: use of stored groundwater from the reservoir
- SECTION 8: project schedule
- SECTION 9: within a district
- SECTION 10: remarks

Attachments:

- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. Example: A copy of the deed, land sales contract or title insurance policy.
- Fees - Amount enclosed: \$1,150.00
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included:

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number. **Well#2**
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified. **#22**
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery. **Not Applicable**
- Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use). **Not Applicable**
- Other Oregon Well #L-121462 Map

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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME Polehn Heights Water Association Inc.		PHONE (HM) 503-631-3036	
PHONE (WK)	CELL 971-998-6481	FAX	
ADDRESS P. O. Box 1434 (behind 21223 S. Richard Court)			
CITY Oregon City	STATE OR	ZIP 97045	E-MAIL* shwahl@aol.com

Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL*

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

AGENT / BUSINESS NAME Sheila H. Wahl Consulting LLC		PHONE 503-631-3036	FAX
ADDRESS 21232 S. Richard Court			CELL 971-998-6481
CITY Oregon City	STATE OR	ZIP 97045	E-MAIL* shwahl@aol.com

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

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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.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- 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.

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

Applicant Signature

Harlan Barcus, Chairman
Print Name and title if applicable

May 2, 2017
Date

Applicant Signature

Sheila H. Wahl, Agent
Print Name and title if applicable

2 May 2017
Date

For Department Use		
App. No. <u>6-18518</u>	Permit No. _____	Date _____
Revised 2/1/2012	Ground Water/3	WR

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*).

You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
#2	Unnamed tributary to Abernathy Creek	~2,600 feet	~190 feet

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 0.13 CFS (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
#2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L-121462	<input type="checkbox"/>	6"	+2 to 329	+2 to 329	0 to 71 190 to 200	235' 7-15-16	gravel & sand	330	36	NA
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

*** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Domestic use for 44 families including the irrigation of one-half acre lawn and non-commercial garden for each family	Year-round	NA

Exempt Uses: Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

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: _____

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: 44

If the use is **mining**, describe what is being mined and the method(s) of extraction: NA

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SECTION 5: WATER MANAGEMENT

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A. Diversion and Conveyance

What equipment will you use to pump water from your well(s)?

Pump (give horsepower and type): 5 hp Grundfos Submersible Pump End, Model 25S50-26

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Connect to existing water system OR #41-05086

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)
Pipeline to user's meter

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 damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.

Domestic use and irrigation for 44 households, closed system metered

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR **Not Applicable**

K-1951A

If you would like to store ground water in a reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Reservoir name: _____ Acreage inundated by reservoir: _____

Use(s): _____

Volume of Reservoir (acre-feet): _____ Dam height (feet, if excavated, write "zero"): _____

Note: If the dam height is greater than or equal to 10.0' above land surface AND the reservoir will store 9.2 acre feet or more, engineered plans and specifications must be approved prior to storage of water.

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR **Not Applicable**

If you would like to use stored ground water from the reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Annual volume (acre-feet): _____

USE OF STORED GROUND WATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: July 2016 well drilled, install pump and hook up to existing system Fall 2017, dependent on date water right is issued.

Date construction will be completed: December 2017

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Date beneficial water use will begin: April 2018

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SECTION 9: WITHIN A DISTRICT

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Check here if the point of diversion or place of use are located within or served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

SECTION 10: REMARKS

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

See Application cover letter

Land Use Information Form



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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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SALEM, OR

Water Right Application May 2017

PWS 41-05086 Polehn Heights Water Association Inc,

Attachments:

- 1 - Land Use Information Form, signed by Clackamas County Planner
- 2 - Legal Description of Property:
 - a) First American Title Company of Oregon, Polehn Heights Homeowners Association
 - b) Consent by Deeded Landowner (copied from 2014 Application for Water Right Transfer) showing Well Site property as owned by Polehn Heights Homeowners Association.
 - c) Restated Declaration of Covenants and Restrictions for Polehn Heights Homeowners Association (Clackamas County Official Records 2003-038602, 38 pages)
- 3 - Site Map: Water Right Application Map, Pacific Hydro-Geology
- 4 - Site Map: State of Oregon Well Location Map #L-121462
- 5 - Ground Water (page 6) - Diversion and conveyance:
 - a) State of Oregon Water Supply Well Report, Well ID #L-121452
 - b) Steve's Pump Service Inc., Estimate to install pump in Well #2 and connect Well #2 to the existing Polehn Heights Water Association system

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SALEM, OR

6-18510

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #1

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SALEM, OR

G-18518

Land Use Information Form



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

Applicant: Polehn Heights Water Association Inc. (PHWA)

First

_____ Last

Mailing Address: P. O. Box 1434, Attention: Sheila Wahl, Project Manager

Oregon City
City

OR

State

97045 Daytime Phone: 503-631-3036

Zip

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:
3S	3E	21		105	RRFF-5	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Domestic use plus irrigation
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input 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:

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Clackamas County

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B. Description of Proposed Use

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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) _____

Estimated quantity of water needed: 0.13 cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for 44 household(s)
 Municipal Quasi-Municipal Instream Other _____

Briefly describe:

Provide a second source of water for the 44 homes supplied by Polehn Heights Water Association Inc..

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.** →

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): 309.04
- 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.

Domestic water supply of Polk Water Association, Inc

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Name: Clayton G. Glasgow, Planner Title: _____ SALEM, OR

Signature: Phone: 503 742 4520 Date: 4.20.17

Government Entity: Polk Water Assn

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: _____

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):
- 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.

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Name: _____ Title: _____ **SALEM, OR**
 Signature: _____ Phone: _____ Date: _____

Government Entity: _____

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: _____

Date _____

(For staff use only)



Oregon Water Resources Department
 725 Summer Street NE, Suite A
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 www.wrd.state.or.us

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #2 A

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SALEM, OR

G-18518



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 12/1/2014

OWNERSHIP INFORMATION

Owner : Polehn Hgts Hmowner Assoc I
Co Owner :
Site Address : *no Site Address*
Mail Address : PO Box 423 Oregon City Or 97045
Taxpayer : Polehn Hgts Homeowner Assoc

Ref Parcel Number : 33E21A 02600
Parcel Number : 00919466
T: 03S R: 03E S: 21 Q: NE QQ:
County : Clackamas (OR)

PROPERTY DESCRIPTION

Map Page & Grid :
Census Tract : 236.00 Block: 1
Neighborhood : Redland
School District : 062
Subdivision/Plat : Polehn Heights
Improvement Type : *unknown Improvement Code*
Land Use : 100 Vacant, Residential Land
Legal : 1821 POLEHN HEIGHTS TRACT A

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$1,717
Mkt Structure :
Mkt Total : \$1,717
% Improved :
M50AssdValue : \$1,379
Levy Code : 062004
13-14 Taxes :
Millage Rate : 13.7599
Zoning :
Exempt Amount :
Exempt Type :

PROPERTY CHARACTERISTICS

Bedrooms :	Building Living SF :	BldgTotSqFt :
Bathrooms :	1st Floor SF :	Lot Acres : .51
Full Baths :	Upper Finished SF :	Lot SqFt : 22,071
Half Baths :	Finished SF :	Garage SF :
Fireplace :	Above Ground SF :	Year Built :
Heat Type :	Upper Total SF :	Foundation :
Floor Cover :	UnFinUpperStorySF :	Roof Type :
Stories :	Basement Fin SF :	Roof Shape :
Int Finish :	Basement Unfin SF :	
Ext Finsh :	Basement Total SF :	

TRANSFER INFORMATION

Owner Name(s)	Sale Date	Doc#	Sale Price	Deed Type	Loan Amount	Loan Type
:Polehn Hgts Hmowner Assoc I	:12/06/1993	0093-91607	:\$1	:Quit Claim	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

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This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefitting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

G-18578

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1-1-74

QUITCLAIM DEED

53

KNOW ALL MEN BY THESE PRESENTS, That LOIS ELINOR VANCEL, CLARA ALMA EVANS, DONALD F. POLEHN, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto POLEHN HEIGHTS HOMEOWNERS ASSOCIATION, INCORPORATED of POLEHN HEIGHTS HOMEOWNERS ASSOCIATION, INCORPORATED hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of CLATSOP, State of Oregon, described as follows, to-wit:

POLEHN HEIGHTS PLAT NUMBER 1821 TRACT A
POLEHN HEIGHTS #2 PLAT NUMBER 2170 TRACT 23 COMMON AREA

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 91.010.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15th day of FEBRUARY, 1993; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Donald F. Polehn

(If received by a corporation, write corporate seal)

STATE OF OREGON, } ss.
County of Multnomah }
Personally appeared the above named }
Donald F. Polehn }
Notary Public for Oregon
My commission expires 11-13-98

STATE OF OREGON, County of } ss.
Personally appeared }
and }
each for himself and not one for the other, did say that the former is the }
president and that the latter is the }
secretary of }

Notary Public for Oregon
My commission expires 11-13-98

Notary Public for Oregon
My commission expires: (SEAL)

LOIS ELINOR VANCEL, CLARA ALMA EVANS, DONALD F. POLEHN, 1889 S. REGAN RD OREGON CITY, OR 97045

POLEHN HEIGHTS HOMEOWNERS ASSOC. P.O. Box 925 OREGON CITY, OR 97045

POLEHN HEIGHTS HOMEOWNERS ASSOC. P.O. Box 925 OREGON CITY, OR 97045

POLEHN HEIGHTS HOMEOWNERS ASSOC. P.O. Box 925 OREGON CITY, OREGON 97045

STATE OF OREGON, } ss.
County of }
I certify that the within instru- }
ment was received for record on the }
day of } 19 }
at } o'clock } M., and recorded }
in book } on page } or as }
file/real number }
Record of Deeds of said county. }
Witness my hand and seal of }
County affixed. }

Recording Officer
By Deputy

93 91607

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SALEM, OR

STATE OF OREGON
COUNTY OF CLACKAMAS

April 1, 1993

Personally appeared the above named Lois Elinor Vancil and Acknowledged the foregoing instrument to be her voluntary act and deed.

Kenneth J. Dubois
Notary Public of The State of Oregon

My commission expires 11-15-95

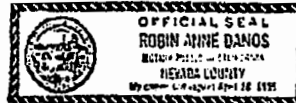


STATE OF CALIFORNIA
COUNTY OF NEVADA

JUNE 18, 1993

PERSONALLY APPEARED THE ABOVE NAME, CLARA ALMA EVANS AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HER VOLUNTARY ACT AND DEED.

Robin Anne Danos
NOTARY PUBLIC OF THE STATE OF CALIFORNIA
MY COMMISSION EXPIRES 4-28-95



*{ P. 2. Quitclaim Deed, 2/1/93
to Polina High Homeowners Assn, Inc. v.
Robin Street Homeowners Assn, Inc.
from D. J. Blinn, L.L. Blinn & Adams }*

2

STATE OF OREGON
County of Clackamas
I, John Kaufman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of which a true and correct copy is hereunto annexed was received for recording in the records of said county at

93 DEC -6 PM 4: 26



Witness my hand and the seal of said County of Clackamas, Oregon, this 6th day of December, 1993.
John Kaufman
County Clerk

Recording Case No. 93 91607
CCR-11 (Rev. 8-91)

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SALEM OR

Printable View

To print this document please press



Clackamas County
 Department of Assessment and Taxation
 150 Beaver Creek Rd
 Oregon City, Oregon 97045
 503-655-8671

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Property Account Summary

SALEM, OR

Parcel Number	00919466	Situs Address	NO SITUS , ADDRESS, OR
---------------	----------	---------------	------------------------

General Information

Alternate Property #	33E21A 02600
Property Description	1821 POLEHN HEIGHTS TRACT A
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	062-004
Remarks	

Tax Rate

Description	Rate
No Values Found	

Property Characteristics

Neighborhood	12081: Redland 100, 101
Land Class Category	100: Residential land, vacant
Change property ratio	9XX

Related Properties

No Values Found

Parties

Role	Percent	Name	Address
Taxpayer	100	POLEHN HGTS HOMEOWNER ASSOC	PO BOX 423, OREGON CITY, OR 97045
Owner	100	POLEHN HGTS HOMEOWNER ASSOC	PO BOX 423, OREGON CITY, OR 97045
Owner	100	POLEHN HGTS HMOWNER ASSOC I	NO MAILING ADDRESS, AVAILABLE,

Property Values

Description	2014	2013	2012	2011	2010
AVR Total	1,420	1,379	1,339	1,300	1,262
Exempt	1,420	1,379	1,339	1,300	1,262
TVR Total	0	0	0	0	0
Real Mkt Land	1,819	1,717	1,717	1,883	1,997
Real Mkt Bldg	0	0	0	0	0
Real Mkt Total	1,819	1,717	1,717	1,883	1,997
M5 Mkt Land	1,819	1,717	1,717	1,883	1,997
M5 Mkt Bldg	0	0	0	0	0
M5 SAV	0	0	0	0	0
SAVL (MAV Use Portion)					
MAV (Market Portion)	1,420	1,379	1,339	1,300	1,262
Mkt Exception	0	0	0	0	0
AV Exception	0	0	0	0	0

Active Exemptions

65-18518

Water Associations

Events

Effective Date	Entry Date-Time	Type	Remarks
07/01/1999	1999-07-01 12:00:00.000	Ownership at Conversion	Quitclaim Deed: 93-91607, 2/1/93, \$ 1

Receipts

Date	Receipt	Amount Applied	Amount Due	Tendered	Change
No Events Found					

Sales History

Transfer Date	Recording Number	Sale Amount	Deed Type	Grantee	Grantor
02/01/1993	1993-091607	1			

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

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WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #2 B

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**Application for Water Right
Transfer
Consent by Deeded Landowner**



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

State of Oregon)
)ss
County of Clackamas)

I/We James Fleming in my capacity
as President of Polehn Heights Home Owners Association
mailing address P.O. Box 413, Oregon City, OR 97145
telephone number 503-631-7838, duly sworn depose and say that I/We
consent to the proposed change(s) to Water Right Certificate Number 77016
described in a Transfer Application (T-G-11515) submitted by Polehn Heights
(transfer number, if known) Water Assoc. Inc.
see attached.
on the property in tax lot number A 2600, Section 21, Township 3
(north or south), Range 3 E (east or west), W.M., located at behind 21223 South
(site address)
Richard Ct, Oregon City, OR 97045.

James A Fleming
Signature of Affiant

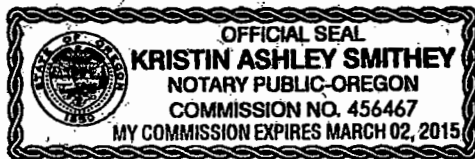
3/6/2014
Date

Signature of Affiant

Date

Subscribed and Sworn to before me this 6th day of March, 2014.

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Kristin Ashley Smithey
Notary Public for Oregon

My commission expires 3/2/2015.

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #2 C

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Clackamas County Official Records
Sherry Hall, County Clerk

2003-038602



\$211.00

00453775200300386020380389

03/31/2003 08:40:14 AM

PD-RES Cnt=2 Stn=2 ELIZABETH
\$185.00 \$5.00 \$11.00 \$10.00



**CLACKAMAS
COUNTY
RECORDING
DEPARTMENT
CERTIFICATE
PAGE**

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**This page must be included
if document is re-recorded.
Do Not remove from original document.**

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Return to: James A. Fleming
37/38 21434 S. Richard Ct.
C-71m Oregon City, OR ~~97045~~
97045

Orig. documents - cc's
Polehn Heights #1 73-2451
Polehn Heights #2 ~~73~~
83-12578

**RESTATED DECLARATION OF
COVENANTS, RESERVATIONS,
AND RESTRICTIONS FOR
POLEHN HEIGHTS HOMEOWNERS ASSOCIATION**

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THIS RESTATED DECLARATION is dated effective January 1, 2003, and refers to the real property comprised of all the lots, parcels and sites, platted or unplatted, described herein, which property shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, reservations, restrictions, easements, charges and liens (collectively "Covenants") hereinafter set forth. This Restated Declaration is intended to amend, supercede and replace all previously recorded Covenants applicable to the Property as defined below.

**ARTICLE I
PURPOSE**

The purpose of these Covenants is to ensure the proper use of the Property through the imposition of uniform standards. It is the intent of these Covenants to provide conditions, covenants, restrictions, and reservations that ensure that the Property will always be maintained as an attractive, quality-oriented, uncongested residential environment, for the benefit of the present and subsequent owners.

**ARTICLE II
CERTAIN DEFINITIONS**

The following words, when used in this Restated Declaration shall have the following meanings:

Section 2.1. "Architectural Review Committee" ("ARC"), shall mean the committee referred to in Article III hereof.

Section 2.2. "Association" shall mean and refer to Polehn Heights Homeowners Association, an Oregon not-for-profit corporation as established by Articles of Incorporation ("Articles") filed July 31, 1989. The Association shall be subject to and governed by (i) the Articles, as may be amended by the Association, and (ii) the Bylaws of Polehn Heights II as are in effect on the date this Restated Declaration is recorded, and as may be amended in accordance therewith. The Association may act through its Board of Directors ("Board") as specified in the Bylaws.

Section 2.3. "Common Area" shall mean Tract 23, as described in the recorded plat of Polehn Heights II and intended to be dedicated and devoted to the common use and enjoyment of the Owners.

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Section 2.4. "Declarant" shall mean and refer to the original owner and developer of the Property, its successors and assigns, and include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations are and shall be assignable.

Section 2.5. "Design Criteria" shall mean and refer to the quality and character specifications prepared by Declarant for Polehn Heights. Such Design Criteria may be modified or amended from time to time in the future by the ARC, subject to any necessary approval or changes by any regulatory authority of Clackamas County, Oregon and shall be binding upon all Owners and Occupants of the Property.

Section 2.6. "Dwelling House" and "Garage" shall include both the main portion of such structures and all projections therefrom but shall not include the eaves of such structures, uncovered front porches, or steps.

Section 2.7. "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and constructions of any kind, whether above or below the land surface such as any building, fence, wall sign, addition, alteration, screen enclosure, sewer drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement.

Section 2.8. "Lot" or "Parcel" shall both mean one of the numbered parcels within the Property.

Section 2.9. "Occupant" shall mean and refer to any person who has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy or use any Parcel or Improvement on the Property (whether or not such right is exercised) as well as their heirs, assigns, and successors in interest.

Section 2.10. "Owner" shall mean and refer to the record owner, whether one or more partners, persons, trusts, corporations, or other entity, of the fee simple interest to a Parcel or any portion of the Property, including contract sellers (but not contract purchasers), their heirs, successors, personal representatives or assigns. An Owner may, upon written notice to the Association, assign all or part of his rights, but not his duties hereunder, to the Owner's tenant.

Section 2.11. The "Property" shall mean and refer to the real property consisting of 44 residential lots, and the Common area, all of which is collectively described in the Replat of Polehn Heights, recorded April 10, 1974, and the Plat of Polehn Heights No. 2, recorded July 20, 1976, and any portion thereof, and any and all improvements thereon and additions thereto.

Section 2.12. "Setback" means the minimum distance between the Dwelling House, or other structure referred to, and a given street or property line.

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**ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE**

Section 3.1. Architectural Review and Approvals. The ARC shall be composed of not less than three (3) nor more than five (5) individuals. The individuals who serve as members of the ARC shall be designated from time to time by the Board. No improvement shall be commenced, constructed, erected, placed, altered or maintained upon any Parcel, nor shall any addition, change, or alteration thereon or thereof be made, nor shall any subdivision, platting, or replatting of any Parcel be made, until approved by the ARC. Prior to such approval, plans and specifications with respect thereto in such form and detail as the ARC may deem necessary shall be submitted to the ARC, together with prior written approval of such plans and specifications by Owner.

Section 3.2. Content of Plans and Specifications. The plans and specifications to be submitted and approved by the Owner shall include the following, which the ARC may require to be submitted in multiple copies:

- (A) A topographical plot plan showing existing contour grades and showing the location of all existing and intended improvements, including structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Parcel corners and corners of proposed improvements. Parcel drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Parcel contours is contemplated.
- (B) Improvement exterior elevations.
- (C) Improvement exterior materials, colors, textures, and shapes.
- (D) Improvement structural design.
- (E) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (F) Foundation plan.
- (G) Floor plan.
- (H) Building cross section.
- (I) Fireplace details.
- (J) Parking area and driveway plan.
- (K) Fencing area and screening, including size, location, and method.
- (L) Utility connections.

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- (M) Exterior illumination, including location and method.
- (N) Fire protection system.
- (O) Location and screening of exterior trash containers.
- (P) Such other information as is necessary to show proposed methods of compliance by Owner with Article IV hereto.
- (Q) Such other information as may be requested by the ARC.

Section 3.3. Basis of Approval. The decision of the ARC as to whether to approve plans and specification shall be based among other things (from time to time selected by the ARC) upon: (i) adequacy of building site dimensions; (ii) the conformity or harmony of exterior design with neighboring structures; (iii) the effect of location and use of improvements on neighboring building sites; (iv) the intended operations and uses; (v) the relation of the improvements with the topography; (vi) the grade and finished ground elevation of the building site being improved to that of neighboring building sites; (vii) proper facing of main elevation with respect to nearby streets; and (viii) the conformity of the plans and specifications with Design Criteria.

Section 3.4. Action by ARC; Review by Board. The ARC may approve or disapprove any plans and specifications (or change or modifications thereto) submitted to it. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance. All decisions of the ARC shall be submitted in writing to the Board. Any party aggrieved by a decision of the ARC may make a written request to the Board to review the decision. A request for review must be made writing 30 days of such decision. The Board shall review the decision within 60 days of such request, and its decision shall be final and binding upon all parties.

Section 3.5. Failure of ARC to Act. If the ARC fails to approve or to disapprove such plans and specification or to reject them as being inadequate within thirty (30) days after submittal thereof, and of any additional information requested by the ARC, it shall be conclusively presumed that such committee has approved such plans and specification.

Section 3.6. Remedies. If, in the opinion of the ARC, an improvement is made, changed, modified or altered without prior approval of the ARC as herein provided, the Owner of the Parcel on which the improvement is or was located shall, upon demand of the ARC or the Association and at the Owner's sole cost and expense, cause the improvements to be restored or removed such that the Parcel is in the same condition as it was prior to the unauthorized making, change, modification, or alteration of such improvement. Should

4 **RESTATED DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS**

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any Owner fail to fulfill this duty and responsibility within thirty (30) days after receipt of such demand to do so, then the Association, through its authorized agents, shall have the right and power to enter onto the premises and perform such restoration or removed without any liability for damage for wrongful entry, trespass or otherwise to any person. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or Occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the indebtedness shall be a debt of the Owners and Occupants and shall constitute a lien against the Parcel on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article VIII and the Association shall have identical powers and rights in all respects including, but not limited to, the right of foreclosure.

Section 3.7. Powers and Duties of ARC. In addition to the foregoing, the ARC shall have the following powers and duties:

- (A) The ARC may recommend, from time to time, to the Board modifications or amendments to the Design Criteria. Any modification or amendment to the Design Criteria shall be consistent with the provisions of these Covenants, and shall not be effective until adopted by a majority of the Board at a meeting duly called and noticed and at which a quorum is present and voting. Immediately upon such adoption, such modification or amendment shall become effective. Notice of any modification or amendment to the Design Criteria, including a verbatim copy of such change or modification shall then be delivered to each member of the Association.
- (B) The ARC may retain such professional advisors as may be necessary in the exercise of its powers.

Section 3.8. Liability. Neither the ARC nor its respective successors nor assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person who submits plans to the ARC for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that he or she will not bring any action or suit against the ARC to recover such damages.

ARTICLE IV REGULATION OF IMPROVEMENTS

Section 4.1. General. The following provisions are among the Design Criteria, and set forth requirements for, and conditions of, approval by the ARC. Provision for

5 RESTATED DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS RECEIVED BY OWRD

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SALEM, OR

compliance therewith shall be included in plans and specifications submitted to the ARC in accordance with Section 3.1 above. The ARC may approve and allow exceptions to the following provisions, within the reasonable discretion of the ARC.

Section 4.2. Land Use Restrictions.

- (A) All uses of the Property and Improvements located thereon shall be in accordance with the zoning laws of Clackamas County, Oregon, and other regulations of any government authorities having jurisdiction over the Property.
- (B) No use of any portion of a Parcel shall be permitted which in the opinion of the ARC is offensive by reason of noise, odor, fumes (noxious or toxic), dust, smoke, heat, vibration, illumination, or glare, noise or pollution, electrical disturbances, radiation, drainage, excavation or any use which is hazardous by reason of excessive danger of fire or explosion, or which is in violation of the laws of the United States or the State of Oregon or any subdivision thereof.

Section 4.3. Buildings.

- (A) Coverage. The percentage of building coverage to the total site area for any improvement within a Parcel shall be subject to the approval of the ARC, but in no event shall the ground level square footage of all buildings and improvements other than parking areas on any Parcel exceed that permitted by Clackamas County at the time of submittal of plans for construction to the ARC.
- (B) Setbacks. No structure of any kind or any part thereof shall be placed within any area that is between the Parcel Line and the setback line established with respect to such Parcel by the ARC in effect at the time of submittal of plans for construction to the ARC.

Section 4.4. Drainage and Water Retention. Every Parcel within the Property must conform to the requirements of the drainage system, a plan of which shall be available from the ARC.

Section 4.5. Excavation and Site Grading. No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, graded, and leveled. Site grading shall be in conformance with Design Criteria.

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Section 4.6. Off-Street Loading Areas and Truck-Trailer Parking.

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6 RESTATED DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS

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- (A) All loading and truck and trailer parking must be on each individual Owner or Occupant's Parcel and shall be done only in accordance with any requirements of the ARC given at the time of its approval of construction on such Parcel. No on-street loading or parking is permitted within the Property.
- (B) All loading areas shall be kept free of all trash and other debris.

Section 4.7. Sidewalks. If sidewalks are required by Clackamas County all such walks shall be constructed in accordance with the Design Criteria.

Section 4.8. Landscaping.

- (A) All Parcels shall be landscaped only in accordance with the Design Criteria. Landscaping shall include at a minimum, substantially level exterior surfaces consistent with natural land contours. Owners are encouraged, but not required, to enhance landscaping with trees, hedges, shrubs and groundcover plantings. All Owners shall promptly remove or otherwise eliminate significant unsightly debris.
- (B) All landscaping and irrigation required hereunder or otherwise to be provided on any Parcel shall be completed by the Owner thereof at such Owner's expense within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Parcel; provided, however, if weather conditions do not at such time permit such completion, then such landscaping shall be completed as soon thereafter as weather conditions permit.
- (C) Tree removal is discouraged, and is absolutely prohibited to the extent tree removal on any lot cumulatively exceeds fifty percent (50%) of all trees on such lot, by total tree trunk diameter as of the date this Restated Declaration is recorded, except as may be permitted by the ARC.

Section 4.9. Outdoor Storage and Fabrication.

- (A) Storage and parking of materials, supplies or equipment, including any trucks or trailers, shall be done only in areas on the Property designated in the Design Criteria or which are otherwise previously approved by the ARC.
- (B) Garbage and refuse containers shall be placed and concealed only in accordance with the Design Criteria or in accordance with any approval otherwise previously given by the ARC. No refuse collection areas shall be permitted in front of any Improvements.

- (C) No fabrication, assembly, manufacture of products, and similar and related activities shall take place or be conducted outside of any buildings or any Parcel except as may have been previously approved by the ARC.

Section 4.10. Utility Connections. All utility connections, including all gas docks, propane tanks, electrical and telephone connections and installations of wires to buildings shall be designed and installed in accordance with the Design Criteria and in accordance with all requirements of Clackamas County and any other applicable requirements of governmental authorities.

Section 4.11. Height Restrictions. No building or appurtenance including, but not limited to, water towers, stand-pipes, penthouses, elevators or elevator equipment, stairways, ventilation fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed any height restrictions by any governing municipal or regulatory agencies.

Section 4.12. Completion of Construction. After commencement of construction of any structure, the Owner shall diligently prosecute the work thereto, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

Section 4.13. Signs.

- (A) All signs which shall be erected shall have the prior written approval of the ARC as to size, color, location and content and be in conformance with the Design Criteria. All signage on a given building or project must be of the same look and family. Further, all signs must comply with governing regulatory agencies.
- (B) During the construction of a building, signs identifying the Owner, architect, general contractor and construction lender shall be permitted subject to the requirements of subsection (A) above.

Section 4.14. Exterior and Interior Lighting. Exterior lighting on all Parcels shall be in compliance with all applicable ordinances and the Design Criteria.

Section 4.15. Other Specifications.

- (A) All Garages must be attached to a Dwelling House, except as may exist on the date this Restated Declaration is recorded.
- (B) New materials shall be used on all exterior surfaces, except that used brick is permissible.

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- (C) Use of outdoor decks and patios is encouraged.
- (D) Setbacks will necessarily vary because of the great variety of topography and view lots; all setbacks are subject to the applicable provisions of the Clackamas County Zoning Ordinances.
- (E) The ground floor area of the main structure of a Dwelling House, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, nor less than 1,100 square feet per floor for a dwelling of two stories, unless otherwise approved by the ARC.
- (F) Each Dwelling House of a split-level design shall have a main floor level of not less than 1,300 square feet, exclusive of porches, patios, basements and garages; "main floor level" includes upper living area, bedrooms, kitchen, and living room.
- (G) Each addition to or modification of a Dwelling House shall be of a price and quality of workmanship and materials substantially the same, or better, as those of such Dwelling House on the date this Restated Declaration is recorded.
- (H) No Garage shall be of an area less than reasonably necessary for the storing of two automobiles; the appearance of the Garage shall be in harmony with the Dwelling House, as to design, quality of workmanship, materials, and exterior color scheme.
- (I) No boundary of a Lot shall be defined with fences, shrubs, or like growth, in excess of ten (10) feet in height, unless otherwise approved by the ARC.
- (J) No single construction or Texture III (One-Eleven) siding is permitted, unless first approved by the ARC.
- (K) No "built up" roofs shall be used unless first approved by the ARC.
- (L) Asphalt or oil-surfaced drives are permitted.
- (M) All initial exterior construction, including decks, patio slabs, painting, and sidewalks or driveways, shall be completed prior to occupancy.
- (N) All initial exterior finishing including decks, patio slabs, painting and sidewalks or driveways shall be completed prior to occupancy.

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- (O) No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purpose, nor any pole tower, or other structure supporting said overhead wires shall be erected, placed or maintained on any of the Property. Lots shall be served by underground utilities and any structure built thereon shall utilize such underground electrical and telephone facilities.
- (P) No Lot shall be used except for residential purposes; this limitation shall specifically exclude any use or occupancy for trades and businesses, except to the extent permitted by Clackamas County's Minor Home Occupation Guidelines, as in effect on the date this Restated Declaration is recorded, and as construed by the ARC.
- (Q) No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family Dwelling House, not to exceed two stories in height above the street level, a private garage for not less than two cars, and other outbuildings incidental to residential use of the Lot; all buildings shall be completed and painted within one year from the date that construction is commenced and prior to occupancy.
- (R) Horses, cattle, livestock and household pets may be maintained on any Lot only upon the following conditions:
- (i) Such animals shall be limited to a reasonable number, in the opinion of the ARC, for the Lot's size and features.
 - (ii) Such animals shall be restrained from interfering with the use and enjoyment of other Lots.
 - (iii) All stable and corral areas shall be fenced. The design of any stable area other than a Pole Barn is to conform substantially in appearance to the design of the Dwelling House, and the ARC shall have design approval over any stable area.
 - (iv) Once each calendar year, each stable area is to be covered with wood chips to assist in stabilizing the soil condition.
 - (v) No used material may be used in the construction of any stable facility or fence.
 - (vi) All fences will be in conformity with standards established by the ARC.
 - (vii) No stable or corral fencing shall be located so as to interfere with the septic tank and drain-field installations, and shall be maintained in a

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manner so as not to become a nuisance to any Owner or Occupant of any Lot.

- (viii) Manure and waste from animals shall not be permitted to accumulate upon any Lot.
- (ix) If, in the opinion of the Clackamas County Health Department or other government agency, any livestock area is not in accordance with any applicable government standards, or as stated herein, the ARC shall give the Owner notice thereof in writing. Upon the receipt of said written notice, the Owner shall have fifteen (15) days in which to comply with all applicable standards and regulations. Should the Owner fail or refuse to comply with the applicable standards or regulations, the ARC shall have the authority to remove all the livestock on such Lot at the Owner's expense, until such time as the Owner complies as stated above.

(S) The Common Area has been dedicated in perpetuity as open space and for the recreational use and benefit of all Owners, and shall not be used for building purposes.

(T) None of the Property, nor any part thereof, shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil, or other hydrocarbon substances.

(U) No noxious, dangerous, or offensive activity in the reasonable opinion of the ARC shall be carried on upon the Property, or any part thereof, nor shall anything be done or maintained thereon which may detract from its value for residential use.

(V) The Owner, or Occupant, of any Dwelling House shall maintain the area between the chord line of the rear of the house and the curb, including public sidewalks and parkways within said area, and no trucks, campers, trailers, boats or any other vehicle other than automobiles in actual use shall be parked or permitted to remain in said area.

(W) The owner of any unimproved Lot shall maintain the premises in such a manner that weeds and other nuisance growth will not be detrimental to the maintenance of yards in adjacent properties; further, no Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. The ARC shall, after reasonable notice, have the right to enter upon any unimproved Lot to remove debris, weeds, or other waste material, and to trim, cut back, remove, cultivate, and/or maintain, hedges, trees, shrubs, plats or lawns, and to charge the expense to the Owner thereof, as an assessment against the Lot. Said assessment, together with attorneys' fees and costs shall become a lien against the Lot. Reasonable notice as

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used herein shall mean mailing by certified mail to the last known address as shown on the tax assessor rolls of Clackamas County, ten (10) days before entry upon such Lot.

(X) No individual sewage disposal system shall be permitted upon any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Oregon Department of Environmental Quality, Clackamas County, and any other government agency. Approval of such system, as installed, shall be obtained from all applicable authorities. Location of such systems shall be subject to the approval such government agencies.

(Y) Exterior satellite dishes, as well as television and radio aerials and antennas are prohibited unless previously approved by the ARC.

Section 4.16. Enforcement.

(A) Construction, maintenance, and use of all improvements by any Owner or Occupant and all Parcels shall be subject to and in accordance with any and all conditions and requirements set forth in the Design Criteria and, with respect to each Parcel and the improvements thereon, shall be in accordance with any and all conditions and requirements of the ARC established in connection with its approval of plans and specifications for construction or related activity on such Parcel.

(B) If, in the opinion of the Association, acting through the Board, any Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice fulfill the duties and obligations required.

(C) Should such person fail to fulfill any duty and responsibility within such period, then the Association, through its authorized agents, shall have the right and power to enter onto the Parcel and perform such work without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for such cost.

(D) If such Owner or Occupant shall fail to reimburse the Association within thirty (30) days after a receipt of a statement for such work from the Association, the said indebtedness shall be a debt of all of said persons jointly and severally and shall constitute a lien against the Parcel on which said work was performed. Such lien shall have the same attributes set forth in Article VIII and the Association shall have identical powers and rights in all respects including but not limited to the right of foreclosure.

**ARTICLE V
MAINTENANCE**

Section 5.1. Maintenance Responsibilities – Owners and Occupants. Owners and Occupants of any Parcel on the Property shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep such Parcel including buildings, improvements, and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (A) Removing promptly all litter, trash, refuse and wastes;
- (B) Keeping exterior lighting, signs, and mechanical facilities in working order and good condition;
- (C) Keeping parking areas and driveways in good repair;
- (D) Complying with all governmental, health, policy and fire requirements, statutes and regulations;
- (E) During construction, it shall be the responsibility of each Parcel Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and temporary fencing and the like are kept in a neat and orderly manner;
- (F) Keeping all site drainage systems in good repair and working order;
- (G) Painting of all exterior painted surfaces as needed, in the reasonable opinion of the ARC.

Section 5.2. Maintenance Responsibilities of Association. The Board shall have the responsibility and exclusive authority to maintain, administer, and regulate the Common Area at all times, including reasonable safety regulations, use restrictions, and measures to preserve natural environmental features. The costs and expenses related to the Common Area shall be paid from annual or special assessments, as appropriate, as set forth in Article VIII below.

Section 5.3. Enforcement. If, in the opinion of the Board, any such Owner or Occupant has failed in any of the duties or responsibilities set forth in Section 5.1 above, then the Board may proceed as set forth in Section 4.16 above.

ARTICLE VI

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PROPERTY RIGHTS

Section 6.1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property, subject to the following:

- (A) The right of the Board to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (B) All provisions of this Declaration, and plat of all or in any part or parts of the Property, and the Articles and By-Laws of the Association;
- (C) Rules and regulations governing use and enjoyment of the Common Area adopted by the Board; and
- (D) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all of any part or parts of the Property.

Section 6.2. Delegation of Use. Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate this right of enjoyment in and to the Common Area and facilities to its Occupants and their invitees.

Section 6.3. Easements of Encroachments. There shall exist reciprocal appurtenant easements as between adjacent Parcels and between each Parcel and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist of a distance of not more than ten (10) feet measured from a point on the common boundary between adjacent Parcels and between each Parcel and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of any Owner.

Section 6.4. Other Easements.

- (A) Easements for installations and maintenance of utilities and drainage facilities are shown on any recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easement. The easement area of each Parcel and all improvements therein shall be continuously maintained by the Owner of such Parcel, except for improvements or maintenance which a public authority or utility company is responsible.

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(B) No improvement of any kind shall be built, erected or maintained on any such easement, reservation, or right-of-way shall at all times be open accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Board, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such location to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

Section 6.5. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Parcel or Improvement subject to this Declaration at any reasonable hour on any day to perform such inspection or maintenance or other act as may be authorized in these covenants.

Section 6.6. No Partition. There shall be no judicial partition of the Common Area, nor shall any Owner or any other person acquiring any interest in the Property or any part thereof, seek judicial partition thereof.

**ARTICLE VII
ASSOCIATION**

Section 7.1. Membership. Every person or entity who is a record fee simple Owner of a Parcel at all times as long as it owns all or any part of the Property subject to this Declaration shall be a member of the Association ("Member"), provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. When one or more persons or entities holds fee simple title to any part of the Property, all such persons or entities shall be Members but voting power is limited as provided in the By-Laws. Membership shall be appurtenant to, and may not be separated from, the ownership of any portion of the Property.

Section 7.2. Voting. Voting rights in the Association shall be as are set forth in the Bylaws of the Association.

**ARTICLE VIII
ASSESSMENTS**

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any portion of the Property, (by acceptance of a deed for such portion of the Property, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to

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the Association any annual assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon, from the due date at the rate of twelve percent (12%) per annum and costs or collection thereof (including reasonable attorney's fees) shall be a charge on the Parcel and shall be continuing lien upon the Parcel(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner of a Parcel may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. No portion of the Property which does not constitute a Parcel will be liable for any annual or special assessment under this Section.

Section 8.2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, beauty, safety, security and welfare of the Owners of the Property and in particular for (i) the improvement and maintenance of the Common Area and of any easement in favor of the Association; (ii) maintenance and beautification of public rights-of-way if not maintained by a public body; (iii) the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof; and (iv) such other purposes as are permissible activities of, and undertaken by, the Association.

Section 8.3. Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment, shall be set by a majority vote of the Board. The amount of the annual assessment shall be determined by the Board in accordance with the projected financial needs of the Association. The decision of the Board as to such amount shall be final.

Section 8.4. Special Assessments. In addition to any annual assessments, the Association may levy, in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or to make up the difference between actual operating costs and the annual assessment provided that any such assessment shall have the assent of a majority of the Parcel Owners who are voting in person at a meeting duly called for this purpose, written notice of which shall be sent to all Parcel Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 8.5. Uniform Rate of Assessment. All annual and special assessments shall be at a uniform rate for each Lot exclusive of Common Areas.

Section 8.6. Date of Commencement of Annual Assessments; Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board to be the date of

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commencement. The due date of any assessment shall be payable in advance in monthly, quarterly, semiannual, or annual installments, as determined by the Board.

Section 8.7. Duties of the Board of Directors. At least thirty (30) days before an assessment due date, the Board shall determine the date of commencement and the amount of the assessment for each Parcel and each assessment period. In addition, at such time the Board shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement. The Association shall, upon demand, furnish to any Parcel Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said has been paid.

Section 8.8. Repair Assessment. If in the process of construction upon any Parcel or Improvement, the Owner, its employees, agents or development contractors cause damage to any other Parcel, Improvement, Common Area, dedicated roads or to any other property owned by someone else within the Property, the Owner shall be responsible for such damage. If the Association, either voluntarily or involuntarily, makes repair or otherwise cures the damage caused by the Owner, its employees, agents or independent contractors, the Owner shall be obligated to reimburse the Association for its expenses the Association incurred in curing the damage. Such amount shall be treated as a special assessment and the Association shall have all rights and powers as provided in this Article.

Section 8.9. Effect of Non-Payment; Liens; Personal Obligation; Remedies of Association. The lien of the Association upon a parcel shall be effective from and after recording, in the Public Records of Clackamas County, Oregon, a claim of lien stating the location of the Parcel encumbered thereby, the name of the Owner, the amount and date when due. Such claim of lien includes not only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, but also such claim of lien shall include such additional assessments which accrue from the first nonpayment to which the claim of lien relates to the entry of a judgment in favor of the Association with respect to such lien. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board, the assessment shall bear interest from the date due at the rate of twelve percent (12%) per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Parcel in like manner as a foreclosure of a mortgage on real property, or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the cost of this action.

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Section 8.10. Subordination to Lien of Mortgages. The lien of assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association, real estate investment trust, retirement fund or institutional mortgage company. Such subordinates shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Parcel pursuant to a decree of foreclosure of such mortgage. No sale of the transfer shall relieve any Parcel from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

Section 8.11. Exempt Property. The Board shall have the right to exempt any Parcel subject to this Declaration from the assessments, charge and lien created herein if such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (A) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (B) As Common Area as defined in Section 2.3 hereof; and
- (C) As Property exempted from ad valorem taxation by the laws of the State of Oregon, to the extent agreed to by the Association.

**ARTICLE IX
MISCELLANEOUS**

Section 9.1. Term. These Covenants, every provision thereof, and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of thirty (30) years from the date hereof, and shall thereafter be renewed automatically for successive five (5) year periods unless and until terminated as provided in Section 9.2 hereof.

Section 9.2. Termination and Modification. These Covenants, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Parcels; no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Deed Records of Clackamas County. No such termination, extension, modification or amendment shall affect any plans, specifications or use theretofore approved by the ARC under Article III hereof or any improvements theretofore or thereafter made pursuant to such approval.

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Section 9.3. Assignment of Declarant's Rights and Duties. All of the rights, powers and reservations of the Declarant have been assigned to the Association, and the latter shall have the same rights, title, powers, obligations, discretion and duties as were initially reserved to the Declarant.

Section 9.4. Mutuality, Reciprocity; Runs With Land. All covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel in favor of every other Parcel; shall create reciprocal rights and obligations between all grantees of said Parcel and other Property, their heirs, successors, personal representatives and assigns; and, shall, as to the Owner of each Parcel, his heirs, successors, personal representatives and assigns, operate as covenant running with the land for the benefit of all other sites.

Section 9.5. Benefits and Burdens. The terms and provisions contained in these Covenants shall bind and inure to the benefit of the Owners of all Parcels, and their respective heirs, successors, personal representatives and assigns.

Section 9.6. Notices. Any notice to an Owner required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: (a) to the address of the Owner's Parcel if improved; (b) if the Owner's Parcel is not improved, to the address set forth in the county property tax records for the Owner's Parcel; or (c) if none of the foregoing, to the last known address of the Owner.

Section 9.7. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Section 9.8. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Property or of any other provision of these Covenants. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant or restriction.

Section 9.9. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in said Property.

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Section 9.10. Captions. The captions, section numbers and article numbers appearing in the Restated Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of the Covenants nor in any way modify or affect the Covenants.

Section 9.12. Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these Covenants to be executed as required by law on the day and year first above written.

POLEHN HEIGHTS HOMEOWNERS ASSOCIATION,
an Oregon nonprofit corporation

By: James A. Fleming
_____, President

STATE OF OREGON)
)ss.
County of Clackamas)

PERSONALLY APPEARED, JAMES A. FLEMING, who being sworn, stated that he is the President of POLEHN HEIGHTS HOMEOWNERS ASSOCIATION, an Oregon nonprofit corporation and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors.

Trudey L. Cheney

Notary Public for Oregon
My commission Expires: 9/2/2003



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AFTER RECORDING, RETURN TO:

Steven R. Bennett, Esq.
Powers, McCulloch & Bennett, LLP
3000 Wells Fargo Center
1300 SW Fifth Avenue
Portland, OR 97201

**AGREEMENT TO MERGE HOMEOWNER
ASSOCIATIONS AND AMEND DECLARATION
OF COVENANTS, RESERVATIONS AND RESTRICTIONS
OF POLEHN HEIGHTS**

THE UNDERSIGNED agree that (a) the Polehn Heights I Homeowners Association ("PHIHA") shall be combined with and merged into the Polehn Heights Homeowners Association ("PHHA"), and (b) the Declaration of Covenants, Reservations and Restrictions of Polehn Heights shall be amended and restated as set forth in the Restated Declaration of Covenants, Reservations and Restrictions of Polehn Heights attached hereto.

Owner(s): James & Barbara Fleming
Signature: James A. Fleming
Signature: Barbara J. Fleming
Polehn Heights
Address: 21434 S. Richard Ct.
Date: 2-4-2003

Owner(s): Julie & Jim Nicolarsen
Signature: Julie A. Nicolarsen
Signature: James A. Nicolarsen
Polehn Heights
Address: 21342 S. Richard Ct.
Date: 2-17-03

Owner(s): JOE & GINGER JOHNSON
Signature: Joe Johnson
Signature: Ginger Johnson
Polehn Heights
Address: 21425 S. RICHARD CT.
Date: 2-4-03

Owner(s): Christine & Glenn Huns
Signature: Christine Huns
Signature: Glenn Huns
Polehn Heights
Address: 21355 S. Richard Ct.
Date: 2-5-03

AGREEMENT TO MERGE HOMEOWNER ASSOCIATIONS AND AMEND DECLARATION RECEIVED BY OWRD
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Owner(s): RICK & RAE SHADSBET
Signature: [Signature]
Signature: [Signature]
Polehn Heights
Address: 21150 S. RICHARD CT
Date: 3-29-03

Owner(s): DAVID & KAREN HENSON
Signature: [Signature]
Signature: [Signature]
Polehn Heights
Address: 21167 S. RICHARD CT.
Date: 3-29-03

Owner(s): Lloyd & Marie Phelps
Signature: [Signature]
Signature: [Signature]
Polehn Heights
Address: 21099 S. RICHARD CT.
Date: 3-29-03

Owner(s): _____
Signature: _____
Signature: _____
Polehn Heights
Address: _____
Date: _____

Owner(s): _____
Signature: _____
Signature: _____
Polehn Heights
Address: _____
Date: _____

Owner(s): _____
Signature: _____
Signature: _____
Polehn Heights
Address: _____
Date: _____

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Owner(s): DAVID & KAREN HENSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2/5/03

Owner(s): Allen & Lori Fawcett

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21270 S. Richard Ct.

Date: 3/11/03

Owner(s): LOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): LANCE + SHARON BENEFIELD

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21414 S. Richard Ct.

Date: 3/16/03

Owner(s): RALPH & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

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Owner(s): DAVID & KAREN NISBEN

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S. RICHARD CT.

Date: 2-15-03

Owner(s): DARYL & OFELIA FISHER

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21310 S. RICHARD CT.

Date: 2-25-03

Owner(s): LYOUD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RICK & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

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AGREEMENT TO MERGE HOMEOWNER ASSOCIATIONS AND AMEND DECLARATION
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Owner(s): DAVID & KAREN NICHOLSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-15/03

Owner(s): Scott & Tammy Ray

Signature: Scott A. Ray

Signature: Tammy K. Ray

Polehn Heights
Address: 21178 S Richard Ct

Date: 2/24/03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RICK & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

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MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN HENSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights

Address: 2117 S RICHARD CT.

Date: 2/5/03

Owner(s): HARLAN & BONNIE ANDERSON

Signature: [Signature]

Signature: _____

Polehn Heights

Address: 20930 S. REDWOOD RD

Date: 2/8/2003

Owner(s): LYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights

Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): Darin & Marci Yost

Signature: [Signature]

Signature: _____

Polehn Heights

Address: 21223 S. Richard Ct.

Date: 3/8/03

Owner(s): RIK & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights

Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): Bob & Lisa CAHIN

Signature: [Signature]

Signature: _____

Polehn Heights

Address: 20920 S. RIDGE RD.

Date: 3/8/2003

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN NEWMAN

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-15-03

Owner(s): Neil & Sheila Wahl

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21232 S. Richard Ct.

Date: 25 February 2003

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): KEE & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): Doris & Karen Nenson

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S. RICHARD CT.

Date: 2-15-03

Owner(s): Pat & Jennifer Hughes

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21291 S. Richard Ct.

Date: 2-12-03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): Rae & Rae Shadbolt

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

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MAY 12 2017

SALEM, OR

AGREEMENT TO MERGE HOMEOWNER ASSOCIATIONS AND AMEND DECLARATION
R:\6243\A\161

29

6-18518

Owner(s): D. S. & KAREN NEMSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-15-03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): RICK & RAE SHADBOLT

Signature: [Signature]

Signature: Rae A. Shadbolt

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): Katherine M. Zornardo

Signature: [Signature]

Signature: Katherine M. Zornardo

Polehn Heights
Address: 21186 S. Richard Ct.

Date: 2-26-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN NEMSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21167 S. RICHARD CT.

Date: 2/15/03

Owner(s): Byron & Verna Fry

Signature: Byron C Fry

Signature: Verna M. Fry

Polehn Heights
Address: 21142 S. Richard Ct.

Date: 2/22/03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RICK & RAE SHADBOULT

Signature: [Signature]

Signature: Rae A. Shadbolt

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN NEMSEN

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-15-03

Owner(s): Karl & Laurie Brady

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2151 S. Richard Ct.

Date: 2-11-03

Owner(s): LYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): KEL & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DORIS & KAREN NENSEN
Signature: [Signature]
Signature: [Signature]
Polehn Heights
Address: 2117 S RICHARD CT.
Date: 2-15/03

Owner(s): LORI BROWN
Signature: [Signature]
Signature: _____
Polehn Heights
Address: 21387 S. Richard Ct.
Date: 2/23/03

Owner(s): LLLOYD & MARIE PHELPS
Signature: [Signature]
Signature: [Signature]
Polehn Heights
Address: 21099 S. RICHARD CT.
Date: Feb. 5, 2003

Owner(s): _____
Signature: _____
Signature: _____
Polehn Heights
Address: _____
Date: _____

Owner(s): RAE & RAE SHADBOLT
Signature: [Signature]
Signature: Rae A. Shadbolt
Polehn Heights
Address: 21150 S RICHARD CT.
Date: 2-5-03

Owner(s): _____
Signature: _____
Signature: _____
Polehn Heights
Address: _____
Date: _____

RECEIVED BY OWRD
MAY 12 2017
SALEM, OR

Owner(s): DAVID & KAREN NEMSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2417 S. RICHARD CT.

Date: 2-15-03

Owner(s): GARY & GINGU ALTMAN

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21290 S. RICHARD CT.

Date: 2-12-03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RICK & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN NENSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-15-03

Owner(s): Kathryn Berwick

Signature: [Signature]

Signature: _____

Polehn Heights
Address: 20940 S. Redland Rd
Oregon City OR

Date: Feb 12th 2003

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RAE & RAE SHADBOULT

Signature: [Signature]

Signature: Rae A. Shadbolt

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN NICHOLSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2417 S RICHARD CT.

Date: 2-15/03

Owner(s): BRUCE & ANNA COLE

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2166 S. RICHARD CT

Date: 2/24/03

Owner(s): LLOYD & MARIE PAELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21099 S. RICHARD CT.

Date: Feb. 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): RAE & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): Doris & Karen Nansen

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S. Richard Ct.

Date: 2-5-03

Owner(s): Bruce & Janan Billebach

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2160 S. Richard Ct

Oregon City
Date: 2-16-03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2199 S. RICHARD CT.

Date: Feb 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): KEE & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 21150 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

Owner(s): DAVID & KAREN HENSON

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2117 S RICHARD CT.

Date: 2-5-03

Owner(s): Philip & Lanea Knight

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2157 S. Richard Ct

Date: 2/24/03

Owner(s): LLOYD & MARIE PHELPS

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2109 S. RICHARD CT.

Date: Feb 5, 2003

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

Owner(s): ROCK & RAE SHADBOLT

Signature: [Signature]

Signature: [Signature]

Polehn Heights
Address: 2115 S RICHARD CT.

Date: 2-5-03

Owner(s): _____

Signature: _____

Signature: _____

Polehn Heights
Address: _____

Date: _____

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MAY 12 2017

SALEM, OR

AGREEMENT TO MERGE HOMEOWNER ASSOCIATIONS AND AMEND DECLARATION
R:\6243\A\161

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65-18518

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #3

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

G-18518

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #4

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

G-18518

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

ATTACHMENT #5 A

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

6-18518

STATE OF OREGON
WATER SUPPLY WELL REPORT
 (as required by ORS 537.765)

SKYLES DRILLING, INC.

Instructions for completing this report are on the last page of this form

503-656-2683

WELL ID # L 121462

START CARD # W212781

(1) OWNER: Well Number: 02
 Name Polehn Heights Water Association, Inc
 Address PO Box 1434
 City Oregon City State OR Zip 97045

(2) TYPE OF WORK:
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable Auger
 Other Holte

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:
 Special Construction approval Yes No Depth of Completed Well 330 ft.
 Explosives used Yes No Type _____ Amount _____

HOLE			SEAL			Amount
Diameter	From	To	Material	From	To	sacks or pounds
10	0	71	Bentonite	71	0	44 Sacks
7.6	71	190	Calculated			32 Sacks
8	190	200	Cement	200	190	10 Sacks
7.6	200	330	Calculated			10 Sacks

How was seal placed: Method A B C D E
 Other: Poured bentonite
 Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6	+2	329	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner: 4.5	190	330	Sch40	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Drive Shoe used Inside Outside None
 Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:
 Perforations Method Saw
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
320	329	1/8x3	58			<input type="checkbox"/>	<input checked="" type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailor Air Flowing Artesian

Yield gal/min	Drawdown	Drill stem at	Time
36		326	1 hr.

 TDS Amount 14.8 ppm

Temperature of Water 56.6° Depth Artesian Flow found _____
 Was a water analysis done? Yes By whom SDI, Iron 1ppm
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other Too Much Iron
 Depth of strata: 41' - 60' & 71' - 129'

(9) LOCATION OF WELL by legal description:
 County Clackamas Latitude _____ Longitude _____
 Township 3SOUTH N or S. Range 3EAST E or W. of WM.
 Section 21A NE 1/4 NE 1/4
 Tax lot 02600 Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) Nearest 21185 S Richard Ct, Oregon City, OR

(10) STATIC WATER LEVEL:
235 ft. below land surface. Date 7/15/2016
 Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
 Depth at which water was first found 41'

From	To	Estimated Flow Rate	SWL
41	60	2	41
71	129	100+	57
314	324	36	235

(12) WELL LOG:
 Ground elevation _____

Material	From	To	SWL
Clay, brown	0	3	
Clay, reddish-brown	3	5	
Clay, brown gritty w/layers of clay, reddish-brown soft	5	40	
Claystone, gray broken	40	51	
Lava, gray broken	51	58	
Sandstone, gray	58	60	
Clay, tan sandy	60	68	
Clay, gray	68	71	
Sand, multicolored cemented w/gravels	71	124	
Clay, tan sandy w/seams of sand	124	129	
Clay, gray	129	170	
Claystone, dark gray	170	174	
Claystone, gray broken w/seams of sand, mc coarse	174	178	
Lava, gray	178	277	
Claystone & clay, gray	277	296	
Clay, dark brown	296	299	
Claystone, gray	299	301	
Sandstone, gray	301	314	
Sand, mc coarse w/gravels	314	324	235
Clay, gray	324	330	

Date started 7/7/2016 Completed 7/15/2016

(unbonded) Water Well Constructor Certification:
 I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
 Signed [Signature] WWC Number 1715
 Date 7/19/2016
Skyles Drilling, Inc.

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
 Signed [Signature] WWC Number 1592
 Date 7/19/2016
Skyles Drilling, Inc.

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G-18518

WATER RIGHT APPLICATION
POLEHN HEIGHTS WATER ASSOCIATION, INC.

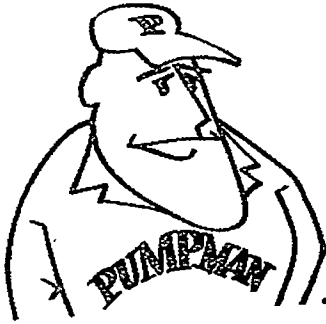
ATTACHMENT #5 B

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

6-185(B)



STEVE'S PUMP SERVICE INC.

ESTIMATE

PO BOX 547
 BORING, OR 97009
 503-658-3051 FAX 503-658-6854
 CCB#38208

email:
 stevespumpservice@comcast.net

Quote Number: NEW WELL
 Quote Date: Jul 27, 2016
 Page: 1

SHH

Quoted To:	
POLEHN HEIGHTS WATER PO BOX 1434 OREGON CITY, OR 97045	Phone 1: 503-631-3036 Phone 2: 971-998-6481 CELL Email:

Payment Terms	Good Thru
1/2 DOWN BEFORE PARTS CAN BE ORDERED AND THE BALANCE IS DUE AFTER INSTALLATION.	8/26/16

Quantity	Line Item ID	Description
		Attn: Sheila Wahl Site: 21232 S Richard Court, Oregon City, OR 97045 RE: New Well Estimate (upgrade) Revised estimate to furnish and install the below listed materials to include digging trench from well to pump house, core drill hole in pump house floor, running pipe, wire and conduit into pump house. Then make connections as needed to the limits of our license. Some electrical work would be done by others. Run pump, chlorinate well and clean up water before final water connection is completed.
1.00	PU G 25S50	5 HP GRUNDFOS SUBMERSIBLE PUMP END, MODEL 25S50-26 WITH 5 YEAR WARRANTY
1.00	MO G M4JC	5 HP, 3 PHASE, 230 VOLT GRUNDFOS MOTOR
1.00	AC 7171308	SPLICE KIT
315.00	PI 4024015	1 1/2" GALVANIZED PIPE T&C
3.00	AC 7362116	1 1/2 80 DI FLOM CHECK VALVE - (ONE INSIDE PUMP HOUSE)
320.00	WI 7171308	8-4 FLAT SUBMERSIBLE CABLE
340.00	PI 2016007	3/4 S40 PVC PIPE
1.00	AC 7301001	1 1/2 SS PITLESS ADAPTOR BOSHART
1.00	AC 7341060	WTCC-6 6" WELL CAP W/1" TO 1 1/4" CONDUIT TOP
1.00	EL FS87DU	SIZE 1 STARTER PUMP PANEL 230 VOLT 3 PHASE
80.00	PI 2016015	1 1/2 S40 PVC PIPE
80.00	PI EPVC 1	1 EPVC CONDUIT PIPE
65.00	WI 062527	BLUE TRACER WIRE, 18 GAUGE
90.00	WI 7141308	8-4 PVC TWISTED CABLE
1.00	PERMIT	PUMP ELECTRICAL PERMIT FOR CLACKAMAS COUNTY
1.00	MISC	CORE DRILL
1.00	RENTAL TR	EXCAVATOR

RECEIVED BY OWRD

MAY 12 2017

SALEM, OR

We accept VISA, MC, & Discover. A 2% convenience fee will be charged.

TOTAL ESTIMATE: Continued

NOTE: All estimates are subject to change. Actual amounts will be reflected on final invoice.
 Any freight charges would be additional.

6-18578



STEVE'S PUMP SERVICE INC.

PO BOX 547
BORING, OR 97009
503-658-3051 FAX 503-658-6854
CCB#38208

email:
stevespumpservice@comcast.net

ESTIMATE

Quote Number: NEW WELL
Quote Date: Jul 27, 2016
Page: 2

SHH

Quoted To:

POLEHN HEIGHTS WATER
PO BOX 1434
OREGON CITY, OR 97045

Phone 1: 503-631-3036
Phone 2: 971-998-6481 CELL
Email:

Payment Terms

1/2 DOWN BEFORE PARTS CAN BE ORDERED AND THE BALANCE IS DUE AFTER
INSTALLATION.

Good Thru

8/26/16

Quantity	Line Item ID	Description
1.00	MISC	MISCELLANEOUS ELECTRICAL
1.00	MISC	MISCELLANEOUS PLUMBING
10.00	LABOR	LABOR

RECEIVED BY OWRD
MAY 12 2017
SALEM, OR

We accept VISA, MC, & Discover. A 2% convenience fee will be charged.

TOTAL ESTIMATE: 7,242.48

NOTE: All estimates are subject to change. Actual amounts will be reflected on final invoice.
Any freight charges would be additional.

G-1851B

Polehn Heights Water Association,
Inc.
PO Box 1434
Oregon City, OR 97045

2016 - 2017 Board of Directors:

Harlan Barcus, Chairman	503-631-7275
Elizabeth Keeler, Secretary	503-631-8895
Theresa Castor, Treasurer	503-631-2677
Jeff Granum, Director	503-277-3892
Joel Paulsen, Director	503-333-8404

May 18, 2017

RECEIVED BY OWRD

MAY 22 2017

SALEM, OR

Tamera Smith
Customer Service
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266

Reference: New Water Right Application for Polehn Heights Water Association, Inc.

Dear Tamera:

Enclosed please find a check for \$300.00, representing the shortage in the amount paid with the ground water application for Polehn Heights Water Association's new well.

If you have any questions, or need anything further to process our application, please let me know.

Sincerely yours,



Harlan Barcus, Board Chairman
Polehn Heights Water Association, Inc.

enclosures

6-1857B

SMITH Tamera L * WRD

From: Harlan Barcus <hdbarcus@gmail.com>
Sent: Thursday, May 18, 2017 9:02 AM
To: SMITH Tamera L * WRD
Cc: JLCastor@msn.com; 'Shwahl'
Subject: RE: Ground Water Application OWRD

Good morning, All.

I am mailing a check today for \$300 to your attention, Tamera, at Customer Service, Oregon Water Resources, 725 Summer Street.

Thank you for holding our application in the meantime!

Regards,

Harlan

Harlan Barcus | cell 503.381.2025 | home 503.631.7275 | email hdbarcus@gmail.com

From: Shwahl [<mailto:shwahl@aol.com>]
Sent: Wednesday, May 17, 2017 8:44 AM
To: Tamera.L.Smith@oregon.gov
Cc: hdbarcus@gmail.com; JLCastor@msn.com
Subject: Re: Ground Water Application OWRD

Tamera,

I am forwarding your message to Polehn Heights Water Association Board Chairman Harlan Barcus and the Treasurer Theresa Castor. I am on travel this week and will request that they see to sending the additional fee of \$300.00. I miss-understood the fee schedule when I advised them to send \$1150.00. We have already paid \$300 for the recording of our Well #2 and were advised to wait until the Water Right Application had been approved before requesting that the \$300.00 paid be applied to the new \$450 recording permit.

I appreciate your willingness to hold the application open until you receive the balance due.

Sheila Wahl, Agent
Polehn Heights Water Association, Inc.
971-998-6481

-----Original Message-----

From: SMITH Tamera L * WRD <Tamera.L.Smith@oregon.gov>
To: shwahl <shwahl@aol.com>
Sent: Mon, May 15, 2017 12:47 pm
Subject: Ground Water Application OWRD

Good morning, Sheila:

The Department received the ground water application for your client, Polehn Heights Water Association, however, the fees aren't enough to process.

The required fees are \$1900. Please see attached.

I can hold onto the application for a few days, if your client can mail the balance due. They can opt to only send the 300.00 to have the application processed, then, before permitting, they can pay the \$450 at that time.

Please advise, thank you,

Tamera Smith

Customer Service | Oregon Water Resources Department | 725 Summer St. NE Suite A, Salem 97301 | (503) 986-0801



Oregon Water Resources Department
Apply for a Permit to Appropriate Ground Water and/or Store Ground Water

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Monday, May 15, 2017

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,150.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	.13	\$300.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	1	
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$450.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	Recalculate	
Estimated cost of Permit Application		\$1,900.00

OWRD Fee Schedule

Fee Calculator Version B20130709

Polehn Heights Water Association,
Inc.
PO Box 1434
Oregon City, OR 97045

2016 - 2017 Board of Directors:

Harlan Barcus, Chairman	503-631-7275
Elizabeth Keeler, Secretary	503-631-8895
Theresa Castor, Treasurer	503-631-2677
Jeff Granum, Director	503-277-3892
Joel Paulsen, Director	503-333-8404

May 8, 2017

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266

Reference: New Water Right Application for Polehn Heights Water Association, Inc.

Dear Sir/Madam:

Attached please find a Water Right Application, associated maps, forms, and a \$1,150.00 check for the application fee for a new water well on the site of the existing Polehn Heights Water Association, Inc. (PHWA) system, a community public water system, PWS #41-05086, serving 44 homes. The water system facility is located on Tax Lot # 3 3E 21A 2600, a common area of the Polehn Heights Homeowners Association. Maps have been prepared by Gregory E. Kupillas, R.G., C.W.R.E., Pacific Hydro-Geology Inc., 18487 S. Valley Vista Road, Mulino, OR 97042.

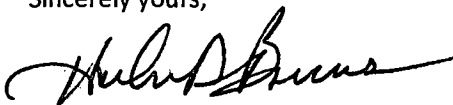
The Polehn Heights Water system is the only source of drinking water for this community. The new water well (hereinafter "PHWA Well #2"), recorded #L-121462, was drilled to provide a second source of water during the rainy winter months when the existing water well (hereinafter "PHWA Well #1") produces iron-colored water.

Application for an Additional Appropriation was made in March 2014 (#T-11759), was granted in January 2015 and PHWA Well #2 was drilled in July 2016. The Water Right order called for 'same source aquifer' which the driller discovered had too much iron and continued to drill until a suitable drinking water source in a confined aquifer was found; however, this did not meet the 'same source aquifer' requirement. Consequently, in October 2016, PHWA requested, and was granted, a reversion of the approved Additional Appropriation (#T-11759) back to the original Water Right Certificate #91998 for PHWA Well #1. Therefore, the attached Water Right Application is for a new water right for the new PHWA Well #2.

PHWA Well #2 has not yet been fitted with a pump or connections to the existing water system pending approval of this water right application. It is intended that the two wells will operate in conjunction to produce the same total amount of water approved for PHWA Well #1, as Polehn Heights is a completed residential development with no possible additional home sites or connections.

We would like to complete this well project as soon as possible, and would appreciate a prompt review of this application.

Sincerely yours,



Harlan Barcus, Board Chairman
Polehn Heights Water Association, Inc.

enclosures

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MAY 12 2017

SALEM, OR

6-18518

WATER RIGHT APPLICATION

PWS 41-05086

POLEHN HEIGHTS WATER ASSOCIATION INC.

P. O. BOX 1434

OREGON CITY, OREGON 97045

May 2017

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