



Home of the Tualatin River National Wildlife Refuge

Planning Commission Meeting Packet

FOR

June 24, 2014

At 7 PM

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**



**City of Sherwood
PLANNING COMMISSION
Sherwood City Hall
22560 SW Pine Street
Sherwood, OR 97140
June 24, 2014 – 7:00 PM**

AGENDA

- 1. Call to Order/Roll Call**
- 2. Agenda Review**
- 3. Consent Agenda**
 - a. May 27, 2014 Planning Commission Meeting minutes**
- 4. Council Liaison Announcements (Robyn Folsom)**
- 5. Staff Announcements (Brad Kilby)**
- 6. Community Comments**
- 7. Old Business**
 - a. Public Hearing - PUD 14-01, SUB 14-01 Cedar Brook Planned Unit Development (Michelle Miller)**

The Planning Commission continues the public hearing from June 10, 2014 for a Planned Unit Development proposal to subdivide a 5.77-acre parcel into a sixty-five lot subdivision for residential use. The property is zoned High Density Residential. The applicant proposes 50 attached townhomes and 15 detached single-family homes. The lots range from 1,600-3,210 square feet.

The applicant is requesting several zoning exceptions considered through the PUD process and other street design modifications that include a private street, varied street widths and cross sections that differ from the standards. The applicant proposes areas of private open space and walking trails with a public trail the neighborhoods to the west and connecting Lady Fern Park and Laurel and Edy Ridge schools with this development.

- 8. New Business**
 - a. Public Hearing – LA 14-01 Kelley House Addition Landmark Alteration (Brad Kilby)**

The Planning commission will consider a 1500 square foot addition to an existing house at 22455 SW Oak Street. The property is zoned Medium Density Residential Low within the Smockville area of the Old Town Overlay.

- 9. Planning Commissioner Announcements**
- 10. Adjourn**

**City of Sherwood, Oregon
Planning Commission
May 27, 2014**

Planning Commission Members Present: Staff Present:

Chair Jean Simson

Commissioner John Clifford

Commissioner Beth Cooke (at 7:05 pm)

Commissioner Russell Griffin

Commissioner Sally Robinson

Commissioner Lisa Walker

Julia Hajduk, Community Development Director

Bob Galati, Civil Engineer

Brad Kilby, Planning Manager

Kirsten Allen, Planning Dept. Program Coordinator

Planning Commission Members Absent:

Vice Chair James Copfer

Council Members Present:

Councilor Robyn Folsom

Legal Counsel:

Chris Crean

1. Call to Order/Roll Call

Chair Jean Simson called the meeting to order at 7:00 pm.

2. Agenda Review

The agenda consisted of the Consent Agenda and a public hearing for the PA 14-01 Transportation System Plan Update.

3. Consent Agenda:

- a. **January 28, 2014 Planning Commission Minutes**
- b. **February 11, 2014 Planning Commission Minutes**
- c. **March 11, 2014 Planning Commission Minutes**
- d. **April 8, 2014 Planning Commission Minutes**
- e. **May 13, 2014 Planning Commission Minutes**

Chair Simson indicated that she submitted Scrivener's errors that did not change the content of the minutes and recommended that on page 22 of the February 11, 2014 minutes the record show that Mr. Tiemann declined an opportunity for rebuttal or additional testimony with his remaining time.

Commissioner John Clifford indicated that he was present for the February 11th meeting, but in the final motion it indicated that he was absent. Commissioner Clifford's name was changed to Commissioner Walker who was absent at the meeting. At Commissioner Clifford's request the first line at the top of page 23 of the packet was changed to read "Brad responded to a question from Commissioner Clifford and commented that..."

Motion: From Commissioner Russell Griffin to approve the Consent Agenda as amended. Seconded by Commissioner Lisa Walker. All present Planning Commissioners voted in favor (Vice Chair James Copfer was absent).

4. Staff Announcements

Brad Kilby, Planning Manager, spoke of the first Local Trail Advisory Committee (LTAC) meeting for the Cedar Creek Trail that was held on May 15, 2014 at City Hall. He asked Commissioner Clifford, LTAC liaison, to tell about the meeting. Commissioner Clifford said there was a good turn out and the main speaker, from the Tualatin Hills Park and Recreation District (THPRD), was very informative.

Brad indicated that the Department of Environmental Quality (DEQ) also held a meeting on May 15th about the Ken Foster Farms site in southeast Sherwood. The DEQ has provided the City with a draft copy of the findings in the Remedial Investigation Report, dated May 15, 2014. The report has been placed in the Sherwood Library reference section.

Brad asked Commissioner Walker, who was in attendance, to convey what happened at the meeting. Commissioner Walker said the meeting was meant to be a general information meeting to let the public know that the process is ongoing and on hold. She said the Environmental Protection Agency (EPA) may change some of the threshold levels allowed for Chromium levels in the soil (they did not indicate whether it was up or down) and it may be another year from any conclusions. Brad said he heard that the Chromium was concentrated in certain areas and that there were two types of in it the area. Commissioner Walker said it was a complicated site with a continuing process.

Julia added that even though nothing on the site may change, the standards change, so the rules and complications change too. She recounted that at the Oregon Brownfields Conference earlier that day the tannery and the Ken Foster Farms site was a topic of discussion where even the environmental professionals commented on how complicated the site was.

Note: a brownfield site is real property where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant (www.epa.gov/brownfields/overview/glossary.htm).

Brad informed the Commission that TriMet has announced that they will be investing in services again and will release their Draft Service Enhancement Plan this summer. He said they have discussed expanding service to the YMCA and an option for service between Tualatin and Sherwood. Brad said the City can provide comments to advocate for or against proposed enhancements.

Brad related that the Friends of the Tualatin River Wildlife Refuge had over a thousand people attend their annual Bird Festival and Sherwood is in the running for a \$100,000 grant towards a dog park. The City is looking at the west portion of Snyder Park for the first dog park and there is a link on the City website to vote for Sherwood.

Brad thanked the Commission for their commitment to reading all of the material for the Transportation System Plan update and pointed out that the consultants role was to:

- Create a network of connected streets which serve all transportation modes in Sherwood.
- Create an efficient system that is compliant with state and regional policies.
- Ensure that all people have access to safe, healthy, convenient and affordable transportation options regardless of age, income or other socioeconomic factors.

- Propose measures, by way of the project list, to the community to help realize a complete system of streets, sidewalks, trails, bike lands, and transit amenities.

Brad said the Planning Commission's role was as an advisory body to the policy makers, which is the City Council. He said the proposal was a mix of policy and regulation based on engineering data, long range forecasting and assumptions that he did not always understand and encouraged members to ask questions. Brad advised that the Planning Commission was to make a recommendation to the City Council based on the proposal and if the recommendation changed the direction of the policy or regulation, follow up with the reasoning for that change would be needed. He suggested that members ask themselves if they liked or disliked the concept, if the language afforded the community an opportunity to study the concept, if it was right for the community, and if the City was compliant with state and regional policies.

Brad reported that there was an article in the May 27, 2014 edition of the Daily Journal of Commerce (DJC) about the signal removal and the Land Use Board of Appeals (LUBA) court case.

5. Council Liaison Announcements

Councilor Folsom said the Budget Committee passed the budget for the Fiscal Year 2014-15 with a vote of 13 to 1, which will go to City Council on June 17, 2014. She said there was an 11% extra reserve over the 20% requirement due to the economy and hard work of staff equivalent to over \$900,000. The budget committee opted to use approximately \$450,000 on one time assets like park equipment replacement, and \$300,000 would be placed in a reserve account for maintenance of assets built about ten years ago.

Councilor Folsom mentioned Murdock Park as one of those assets recently finished from funds allocated in the last budget cycle. At Chair Simson's request, Councilor Folsom explained that the Budget Committee is made up of seven citizen volunteers and the seven City Council members. She added that citizen comments were part of the budgeting process and a Budget Committee meeting was held on a Saturday to encourage citizen involvement, but it did not. After the budget is approved by the Budget Committee it is forwarded to the City Council for adoption (see the June 17, 2014 agenda) and public comment will be allowed at that hearing.

Councilor Folsom reported that all five of the Charter Amendments on the May ballot had passed by a great margin.

6. Community Comments

Keith Weir, Sherwood resident came forward and said he drives to Sherwood nearly every day using Railroad Street and Main Street. He spoke of the TriMet bus taking up both lanes [when turning] and of instances where either he or the bus had to back up. Mr. Weir recounted that he spoke with the Police Department and City staff who told him that TriMet "handles everything". He suggested that the City not let TriMet handle everything. Mr. Weir commented that Tualatin Sherwood Road needed more lanes and it could be done with the space used by the bike lanes and sidewalks. Mr. Weir commented that Old Town had the character to be like Bridgeport in the future and eliminate cars in Old Town except for during Cruise-in Sherwood.

Chair Simson explained that Washington County takes care of Tualatin Sherwood Road and it is in their plan to widen the road.

Julia Hajduk, Community Development Director, added that there is coordination with TriMet and the conversation about routes and the ease of their turning movements could be had. She responded to Chair Simson's question about which department that would be and said that it was multiple departments: Engineering, Public Works, and Tualatin Valley Fire and Rescue (TVF&R).

Bob Galati, City Engineer, added that the City Council has directed staff to look into the cost of removing the monuments, replacing them with something less site restraining. It is on the Engineering Department's task list.

7. New Business

a. Public Hearing – PA 14-01 Transportation System Plan Update

Chair Simson read the public hearing statement and stated that the Planning Commission would be making a recommendation to City Council. She asked for any conflicts of interest. Receiving none, she asked for the staff report.

Brad Kilby, Planning Manager, gave a presentation (see record, Exhibit 1) and explained that the Transportation System Plan was last updated in 2005 except for the minor amendments done for individual projects such as Cedar Brook Way, the extension of Baler Way, and Langer Farms Parkway North. He indicated that the update was staff initiated was to amend:

- Goals and Policies within Chapter 6 of the City's Comprehensive Plan,
- City's Development Code Chapters:
 - 16.10 Definitions
 - 16.80 Plan Amendments
 - 16.90 Site Plan Review
 - 16.94 Off-Street Parking and Loading
 - 16.106 Transportation Facilities
- 2005 Transportation System Plan (superseded if adopted)
- Map Amendment to remove the trip cap imposed through Ord. 2008-003 regarding the Pfeiffer property on Hwy 99W next to Providence Medical.

Brad explained that a traffic analysis was not performed for the Pfeiffer property when Ord. 2008-003 was adopted and Council decided that the additional CAP would be put on the property. As a result of the TSP update there has been traffic modeling as retail commercial for the property and that the analysis is no longer needed, because measures to mitigate the impacts have been identified.

Brad explained that the public involvement included two Planning Commission work sessions, a dedicated website that was updated at least monthly, two public open houses, a Citizens Advisory Committee that met three times, and a Technical Advisory Committee consisting of engineers, planners and policy makers from Oregon Department of Transportation (ODOT), Washington County, Tualatin, Beaverton, and Tigard. He said the Draft TSP has been available to the public for comment since late March, and there were several articles about the TSP Update in the Archer or Gazette.

Brad stated that the proposed amendments meet the necessary approval criteria to justify a Planning Commission recommendation for approval of the policy document and Staff recommends that the Commission forward a recommendation of approval of the proposed amendments to the Sherwood City Council based on the work and input that has been put into this process to date.

Brad turned the time over to the Bob Galati, City Engineer. Bob introduced the project consultants Chris Maciejewski and Garth Appanaitis from DKS Associates and Darci Rudzinski with Angelo Planning Group. Mr. Maciejewski gave a presentation (see record, Exhibit 2) and recapped the process to date. He said the process was at the final step of adoption for a process that started about a year ago. Mr. Maciejewski reported that the planning work done in the city and the region over the past five plus years was compiled and the City's transportation infrastructure inventoried regarding how it was working and how people use it in order to identify transportation needs. Then transportation needs were forecasted 20 years into the future using Metro's regional forecasting tool to the year 2035. Mr. Maciejewski stated that money available was considered to develop alternatives to meet those transportation needs through multi-modal transportation projects. With that we came out with a preferred list of projects and accompanying implementing ordinances.

Mr. Maciejewski gave an overview of what the document contained and said that it sets the vision for the community on how the transportation system will help manage growth with strategies to guide in those decisions. He said there is list of future improvement projects that would improve safety, operation, mobility, connectivity and other types of transportation needs around the community. He said one of the most important section was the standards which include standards for:

- Cross-sections – the components of a street, width, sidewalk, etc.
- Access spacing – how far apart should driveways and roadways be
- Traffic calming – how to protect the livability for residential neighborhoods as traffic volumes increase
- Connectivity – local street connection
- Mobility targets – how to manage congestion and how much congestion is acceptable

Mr. Maciejewski explained that the update was being done, because the 2005 Transportation System Plan looked to the year 2020 and a twenty year plan needs to be in place. He said the update contains an updated project list that compiles all the work that has been done over the last five plus years, regional projects like the Tualatin Sherwood Road widening project, and concept plans areas. The project list is a little different from the last update and is focused on lower cost strategies used to manage congestion as opposed to major capital improvements to widen roadways to build out of congestion. Mr. Maciejewski related that mobility targets are highlighted more in the document and the Capacity Allocation Program (CAP) Ordinance is removed.

Mr. Maciejewski explained that to build the project list the City started by establishing transportation goals from goals already in place as policy elements and worked with advisory groups to develop evaluation criteria that aligned with those goals. He said the process used revenue constraints and compared the evaluation criteria to choose which alternatives made the most sense. Mr. Maciejewski showed that there were two types of projects; *conservatively fundable* projects which looked at the revenue from the last five

years that can be used on transportation and projected out the next twenty years; *projected fundable* projects take into account the potential growth areas around the city and the revenue that could come in with that.

Mr. Maciejewski concluded that there was a focus on lower cost items, safety and multi-modal projects and roughly a third of the approximated costs are spent on each of the major types of transportation: 37% is projected to be used for pedestrian enhancements, 33% for Motor Vehicle, 23% for Bicycle, and 7% on Transit. A more significant component in the 2005 plan was motor vehicle focused. Mr. Maciejewski said the documents list each project by mode and color coded with near term, medium term or long term priority.

Mr. Maciejewski explained that there was updated language in the draft TSP about the Brookman Road area as the city coordinated with Washington County in designating that as an arterial roadway, but the language acknowledges that there are compatibility issues with the Brookman Road Concept Plan that may need further work or revisited.

Mr. Maciejewski indicated that the City and ODOT staff have been coordinating on the Hwy 99W cross sections and are close to having an agreement. He said TriMet has continued its Local transit service enhancements planning and a proposal from them will be coming this summer that will need to be incorporated into the TSP in the future. Mr. Maciejewski advised that the need for parking management plan was identified as part of the Sherwood Town Center planning process. He recounted that a statement that was added relating support from the community regarding relieving traffic congestion from through traffic and support for regional efforts with Washington County or other jurisdictions to get through traffic onto Tualatin Sherwood Road or Hwy 99W, giving an option to go around the city.

Note: Part of the TSP Update includes amendments to the Comprehensive Plan and Sherwood Zoning and Community Development Code so that all documents complement each other. DKS Associates was contracted to work on the transportation aspect of the TSP update. Angelo Planning was contracted to work on Comprehensive Plan and Sherwood Zoning and Community Development Code language.

Darci Rudzinski from Angelo Planning Group explained that she was one of the planners that worked on the policies in the Comprehensive Plan and Development Code language. She explained that the language has evolved as a result of feedback from the Planning Commission, the City Council, the Technical and Citizen Advisory Committees and City staff. She related that one of the objectives was to get the proposed language in closer compliance with the Regional Transportation Functional Plan, which implements that Regional Transportation Plan, as well as the state Transportation Planning Rule. Ms. Rudzinski reported that some of the more substantial areas of change being proposed in the code was the traffic impact analysis; the code articulates existing city practice that the city uses the impact analysis to assess what the impacts of proposed development might be on the transportation system and, if necessary, gives the city the power to ask for mitigation to make sure the system is in line with the growth that happens. She added that bicycle parking requirements were clarified, and the CAP program was removed.

Ms. Rudzinski stated that the changes in the Code and the Comprehensive Plan are intended to reflect what is happening in the Transportation System Plan so there is underlying policy that supports what the city requires of developments and city improvements when building a new facility for the community. She noted that there were some housekeeping items; if strategies or implementation measures have already happened it was suggested they be deleted. Ms. Rudzinski revealed that some Comprehensive Plan

policies included planning coordination with regional partners like Metro, Washington County and ODOT, and added performance targets and measures with a policy that articulates Sherwood's intention to try to adopt measures that reflect Metro targets. She concluded by saying that the through traffic had come up as an issue so there is policy language that encourages regional trips do not occur on local street systems.

Chair Simson proposed that the Commission hear public testimony before the consultants answer questions. The Commission was in agreement.

Brad said there was written testimony submitted by Sherwood resident, Wade Anderson. Chair Simson indicated that the Commission would read the letter after hearing public testimony.

Ty Wyman, attorney representing Merlone Geier Partners, which owns the Albertsons based shopping center on Tualatin Sherwood Road, cited his appreciation for the time and attention given to Merlone Geier. He commented that the article distributed by Brad Kilby did a good job talking about the LUBA case regarding the removal of the signal on Tualatin Sherwood Road. Mr. Wyman mentioned that the TSP Update is far beyond the traffic signal, but the signal was important to them. He said that Merlone Geier was not going to ask for any revisions or additions to the proposed update, because the signal is already in the existing plan. Mr. Wyman stated that Merlone Geier is invested in the Sherwood community and intends to stay with or without the signal. He expressed appreciation for time spent by Bob Galati and Brad Kilby with himself and his client about property issues and acknowledged that it was not an easy one.

Anthony Bevel, Sherwood resident said he has lived in Sherwood for sixteen years and told the Commission that SW Lynnly to SW Houston serves as cut through streets from Roy Rogers Road to Edy Road. He commented that drivers go very fast through the neighborhood and said he would like to see traffic calming devices placed on the street. Mr. Bevel said that he has picked up dead animals and described the difficulty in retrieving his mail at 5:30 pm, because of the danger. He asked the City to put traffic calming devices on his street to correct the bad behavior. Mr. Bevel added that he had been told the reason for not having traffic calming devices was, because of the damage caused to emergency vehicles and he did not find it acceptable.

Mr. Bevel asked how a pedestrian was expected to get to the south side of Sherwood and commented that twenty years from now he did not see it happening. He commented about living near the Ross Island bridge that had a pedestrian bridge across Powell Blvd.

Eugene Stewart, Sherwood property owner said as a member of the Citizen's Advisory Committee he felt that there was not sufficient time to discuss a number of topics and he felt as though the process was rushed to satisfy Metro instead of looking at the needs of the citizens. He asked that the Planning Commission continue the hearing and leave it open for public comment. Mr. Stewart commented regarding a bypass around Sherwood and advised that when the Dundee Newberg bypass is built, Sherwood will see more truck traffic. He said trucks currently cut over to Salem and when the bypass is done it will create a better situation to drive up here instead of going through Salem.

Mr. Stewart told of a property owner on Roy Rogers Road who may develop that was told by Washington County planners that the road will be five lanes by 2018 from Scholls Ferry Road to Hwy 99W. He asked what would happen to the neighborhoods then and stressed the importance for Sherwood to look at a

bypass around our core area so traffic that does not want to stop in Sherwood can get through without causing traffic jams. He said that evening traffic can back up to the junkyard, which was unacceptable, and suggested that 90% of evening traffic through Old Town does not stop. Mr. Stewart urged that Sherwood look more seriously at where is traffic coming from, where is it going, and how it can be handled. He commented that Metro was pushing against single occupant vehicles and traffic counts done in the evening when commercial trucks were no longer on the road or are from 2010. Mr. Stewart asked how the recession has affected truck traffic and suggested that bicycle and pedestrian counts at major intersections be completed. He commented that some counts showed only one bicycle to four pedestrians and asked why plans to accommodate bicyclists were being moved forward when there is no demand. Mr. Stewart commented that the plans show where the bicyclist could go, but not where they were coming from. He asked where skate boarders would go and said there were a number of things he would like discussed, but four minutes was not enough time.

With no other public testimony, Chair Simson called for a recess at 8:03 pm and reconvened at 8:12 pm. The letter from Wade Anderson (read by Commissioners during the break) was labeled Exhibit G in the PA 14-01 file.

Chair Simson advocated discussing the questions raised by public comment first and asked about the process for getting traffic calming implemented.

Bob Galati responded that the City receives complaints through either the Engineering or Police Department. The Police Department determines, through an investigation of the complaint, what the traffic conditions are like. He said they may run a traffic count scenario that collects data such as speed, number of cars, and determine if the average speed is it hitting the 85% or are they exceeding it. If it is a speed issue they will do enforcement, because it is a safety issue. Bob said that traffic volume was more a quality of life issue and the City will try to change the system to make the drivers go a route other than through the subdivision. He related that with Mr. Bevel's subdivision stop signs were added at every intersection, but the City has not revisited to see if there has been a change. Bob explained that the process is to go back and check if the change had a positive effect and if not, decide on the next implementation; what least option works the best and then ratcheting it up.

Chair Simson summarized that the citizen has an opportunity aside from the TSP process to raise the level of awareness through staff, Police and the City Council. Bob confirmed that there was an internal process to address the issue. Julia Hajduk, Community Development Director, added that the City is developing a more formal traffic calming program. She set forth that the City plans to address concerns as they arise and consider the impacts on the local roadways when money is allocated for traffic improvements on major roadways through the capital improvement program.

Chair Simson commented that in the TSP there is a collector street from Roy Rogers Road to Sherwood Blvd, D29, identified as a long term project. Chris Maciejewski confirmed and said that the project came from collector grid spacing and Metro's requirement for having a complete grid. Chair Simson commented that there could be potential relief for Lynnly/ Houston in the long term.

Chair Simson asked regarding additional pedestrian crossings in the update. Mr. Maciejewski answered that crossings have been identified at the signalized locations; for example crossings on both sides of Edy Road crossing Hwy 99W. He added that the Cedar Creek Trail has a grade separated crossing in the long

term. Chair Simson asked about a crossing on Langer Farms Parkway between Century Drive and Oregon Street for safety purposes. Mr. Maciejewski responded that crossings were at the intersections and in order to have a safe crossing at another location it may need more than striping. He suggested that an enhanced crossing might be added as a TSP project. The Commission was in favor of adding it.

Chair Simson addressed Mr. Stewart's request to continue the hearing and said in a quasi-judicial hearing the body is obligated to keep the record open if a continuance is requested. She asked if this was true for a legislative hearing. Chair Simson commented that the public could testify at the City Council level. Chris Crean, City attorney, answered that it was not a legal requirement, because it was not in the statute. He said it was required in a quasi-judicial, but not in a legislative context.

Chair Simson began the Commission's comments by turning to Volume 2 of the TSP documents, Section A, page 4. She noted the Tualatin Sherwood Industrial Area and expressed a concern that the Tonquin Employment Area (TEA) was not called out and asked how the TEA was incorporated into the plan. Mr. Maciejewski responded that Volume 2 was documentation of the context setting exercise for the project where all of the currently adopted plans were reviewed and said this particular language came from Metro's TSP plan. He said the land use and the transportation system from the concept planning for the TEA were incorporated into the analysis. He suggested that a footnote could be added to clarify the reference, but it would not change the analysis. The Commission was in favor of adding it.

Chair Simson referred to the footnote 11 on page 5 and asked that it show the Sherwood Town Center as adopted instead of being considered for adoption.

Chair Simson turned to page 9 of the same section and asked how Metro's Regional Transportation Plan (RTP) regarding non-single occupancy vehicles targets applied to Sherwood. She remarked that Sherwood is outside of the Portland area and not covered well by transit. Mr. Maciejewski answered that Metro establishes the targets for the region and their targets vary by area; outer neighborhoods have different targets than inner neighborhoods, town centers, or employment areas. He expressed that the designations in Metro's 2040 Concept Plan for Sherwood are equivalent to what would be seen for other suburban areas around the region and not unique. He added that the City has to incorporate the targets into the TSP and Sherwood is compliant with those targets or moving towards those targets in the twenty year plan. The analysis in the plan shows that all areas of town, except the very northeastern portion off of Cipole Road, are in compliance with the targets and no specific strategies are needed to address shortcomings.

Chair Simson asked for confirmation that Sherwood was already in compliance or moving towards compliance with Metro's targets. Mr. Maciejewski confirmed and clarified that the Regional Transportation Functional Plan (RTFP) had a series of development alternatives the City needed to go through starting with operational enhancements, pedestrian and bicycle projects and building up to major capacity projects. He said that the process itself is one of the ways Metro dictates that communities move towards those targets in the process of updating the plan.

Chair Simson expressed her concerns with applying Metro's standards to our unique community and said we should try to preserve the small town community feeling when reviewing the document. She said she has spoken with others in the community with the same concerns regarding Metro.

Mr. Maciejewski discerned that if Sherwood was not meeting the targets and Metro was forcing action the City did not want, then it would be a greater issue. He said the findings of the analysis were not used to modify the project lists or the policies and advocated that the Commission address concerns with Metro in the long term, if it becomes an issue. Chair Simson asked if that applied to the draft goals, strategies and policies should the Commission change items in the draft TSP, because they did not meet the community vision and if the Commission was in jeopardy of violating Metro standards that would cause funding to be cut.

Darci Rudzinski responded that the changes in the document reflect the multi-modal goals and non-single occupant vehicle (SOV) targets which are now in the document, because they were not strongly emphasized in the policy language or needed clarification that Sherwood was part of regional planning process. She said the recommended language could be modified to better reflect the community and it was the appropriate time to do that. Ms. Rudzinski said the targets in the Regional Transportation Functional Plan (RTFP), and Regional Transportation Plan (RTP) are high level and all-encompassing of the region. She remarked that Sherwood has representation at Metro and is represented on the technical advisory and policy advisory committees, and has a Metro councilor. Sherwood's plan should reflect the community's goals and recognize that Sherwood is part of a region with regional aspirations.

On that point, Chair Simson turned to page 12 of Section A under the heading Metro RTP Near-term goals, which is within the next one to four years, where it says that alternatives analysis for high capacity transit (HCT) corridor should be completed. She enquired how that would be integrated into our community. Mr. Maciejewski responded that it was in reference to the ongoing Southwest Corridor planning process underway that Metro was leading and not a new effort that Sherwood would undertake. Julia Hajduk concurred, suggesting that it could be clarified specifically as the Southwest Corridor project. A process that has decided not to bring high capacity transit (HCT) to Sherwood, but that Sherwood is part of the planning effort with local transit service connecting into the HCT in Portland, Tigard, and Tualatin.

Chair Simson sought confirmation that the document was what Metro was requesting of us and by being included in the Southwest Corridor study area, even though Sherwood is not part of the HCT solution, it is connected locally through enhanced transit service through Tualatin. Mr. Maciejewski confirmed that the goal is reached by participating in the planning process which looks at the overall corridor strategies. Discussion followed with a reference to the Southwest Corridor process being added to the draft document.

Ms. Rudzinski commented that the Plan and Policy Summary was, a background policy document, done at the beginning of the process to illustrate all of the planning documents that informed the transportation planning process. It does not obligate the City to do anything, but identified anything that could be relevant to developing the TSP update.

Chair Simson remarked that the only process she knew to review the Draft TSP was to start at the beginning and go through page by page. She turned to Volume 1 of the TSP documents, page v, Traffic Calming. She asked regarding traffic calming and if the process needed to be called out in more detail; how does a citizen requests traffic calming per the TSP? Julia responded that it was not appropriate to have that level of detail in the TSP and it was more of process of policy and the Community Development

Department was working on a more comprehensive traffic calming program. Even once that has been completed it would be part of the Municipal Code not the TSP. Chair Simson asked if it should be part of the goals, policies, or strategies in the Comprehensive Plan. Julia concurred that it could be in the Comprehensive Plan as a goal to have a traffic calming program, but it would not identify the process.

Mr. Maciejewski added that there are standards in Volume 2 around which types of traffic calming treatments are appropriate on which types of facilities which came from Tualatin Valley Fire & Rescue (TVF&R). He explained that TVF&R went to all of their cities and counties in their service area and coordinated on what was acceptable for their primary response routes based on safety and impacts on travel time.

Ms. Rudzinski added that Goal 3, Policy 10 is an existing policy that discusses traffic calming: *the city will establish and maintain a set of guidelines and standards for traffic calming measures to retrofit existing streets and as part of land use review.* Chair Simson suggested a corresponding strategy to implement a traffic calming plan.

Bob Galati, City Engineer, provided that there was language in the Traffic Calming section should change from the Sherwood “Public Works” department to the “Community Development” department.

Chair Simson pointed to the Street Cross-Sections standard on page v and asked about the last sentence which reads: *In constrained situations, a design exception may be allowed through a variance procedure.* She said in the development code a “variance” was a term used in land use application and in this context the street cross section would go through a “design exception”. Bob agreed and explained that in the Engineering Design Manual described how to apply for a design variation, the internal review process, and the appeal process to City Council. Chair Simson requested to change the language from a *variation procedure*, which is already defined in the code, to a *design exception process*.

Chair Simson turned to Volume 1, page 37, project D24, Sherwood Blvd Intersection Modifications: *remove the Sherwood Blvd/Langer Drive traffic signal (allow right-in, right-out, and left-in movement only), and install a traffic signal at the Sherwood Blvd/Century Drive intersection (add eastbound and westbound left turn lanes).* She commented that this was a topic of the [written] testimony and expressed her concern. Chair Simson acknowledged that technically it was the correct project, but asked, as citizens of Sherwood, if it was politically and emotionally correct to remove the light. She argued that the consultants and staff provided technically correct answers from Metro, ODOT, and computer models, but just as Villa Road was removed from the last TSP, did the Commission believe the signal should be removed in the short term.

Commissioner Cooke indicated that she had concerns about removing the light and said she would like to see the impact of the new road going in off of Tualatin Sherwood Road first. She acknowledged that the removal of the light may be an eventuality, but she was concerned of the impact on the retail areas nearby that already had vacant issues. Discussion followed. Bob Galati clarified that the removal of the light would make access right-in/right-out only and the project tries to correct an existing deficiency in how traffic backs up at the highway light through the intersection at peak times during the day. He added that Dutch Bros was required to make improvements to prevent turning movement and traffic stacking onto Century Drive. Bob explained that the identified project solution is to move signals around, but there is no indication of whether it will get worse. He commented that it was more appropriate to determine whether it was a short term project, medium term, or long term project. Commissioner Cooke commented on how long the Kohl’s location was empty and wanted to give them a chance to survive.

With the Commission's agreement, Chair Simson requested that project D24 be moved. She noted that the project list can change at the desire of City Council.

Julia Hajduk added that when the City Engineer prepares the Capital Improvement Plan (CIP), a five year plan, the City looks at funds available, project costs, priorities, impacts, and need. She said the preparation process for the CIP may become more publically inclusive. Julia stated that if a project is listed as short term, but there was no public support or dire need it would not be included in the CIP. If a project is listed as long term and citizens are eager about getting the project done it might be moved up in priority. Chair Simson said that it was a \$900,000 project and if it moved to an aspirational list it would free up funds for more appealing projects.

Commissioner Griffin indicated that he would like to wait and see how the overall traffic pattern is affected by other signaling changes and suggested the project be placed on the medium term list. He said he did not want to leave it on the short term list. Mr. Maciejewski reminded the Commission that there was a major retail development on the east end of the corridor which showed the Century Drive/ 12th Street as a key corridor.

Commissioner Cooke commented that she was not comfortable killing off an existing retail in favor of another and she would like to see how it played out. Discussion followed.

Chair Simson stated that she could see the benefit of the light on Century Drive, but did not see it as a short term project that needs to be done right now without roads in place and suggested medium term. The Commission was in agreement.

Chair Simson turned to Volume 1, page 39, Project P44, Oregon Street Sidewalk Infill Segment 1, and asked if the project was supposed to be a short term project. Mr. Maciejewski confirmed that it was, but was missed when the draft document was edited.

Chair Simson turned to Volume 1, page 44, Figure 14 and asked if the map was presented to the Technical Advisory Committee or Citizen's Advisory Committee. Mr. Maciejewski responded that he did not think the map had been presented, but that it was a graphic representation of the strategies discussed with the committees with options for enhancing local transit service and providing connections to Tualatin. He said they were routes where local service would be an option and if a local study was done regarding local transit routes, these were the prioritized locations. Commissioner Griffin questioned if it would be TriMet, or a local city service. Mr. Maciejewski said it could be either, but the map showed the larger, arterial collector roadways that might be appropriate for a transit service route.

Chair Simson asked how this impacted the developer when an application came in if a wider road would be required. Brad commented that he would point it out to TriMet when notifying them of the project and see what kind of comment they provide. He said if TriMet was not going to provide transit service, there would be no issues and until transit is within a quarter of a mile of a site, the city does not generally require anything of a developer and ask TriMet what they have planned for the area 99% of the time they don't respond. Chair Simson clarified that the existing blue colored line impacted current development and provides an opportunity if TriMet decides to connect Sherwood to Tualatin. Brad responded that there is talk in the Service Enhancement Plan of looking down Tualatin Sherwood road or to the YMCA. There may be opportunities on the blue line, but TriMet already stops where they want and the map was

more of an indicator to the city staff. Maciejewski added regarding traffic calming that if there was a proposal to do any modification to any roads to narrow or put in “vertical deflection devices” speed humps the transit routes should be cross referenced when making those decisions.

Chair Simson turned to Volume 1, page 57, Truck Routes, where ODOT and Washington County identify Hwy 99W and Tualatin Sherwood /Roy Rogers Road as truck routes and that the city cannot limit the volume to capacity (V/C) ratio. She explained that on page 55 it indicates that within the Sherwood Town Center, which includes Hwy 99W and Tualatin Sherwood /Roy Rogers Road, the traffic will be allowed to be over capacity. She asked regarding this discrepancy. Mr. Maciejewski explained that the 1.1 v/c is part of metro’s Regional Transportation Plan (RTP) and should also match the Oregon Plan for that area and is an overlay that would supersede the freight route mobility standard for ODOT. He said that Washington County, who manages Tualatin Sherwood Road, does not necessarily comply with what Metro has in the RTP and when doing something on Tualatin Sherwood Road, Washington County standards trump. When doing something on the highway system, ODOT standards apply, but they are consistent with Metro in the Town Center overlay. He said the freight routes outside of the Town Center have a certain standard and roads inside the Town Center apply a new Town Center standards.

Chair Simson asked if the City was setting up for failure. She went on to say that the standard for Washington County and ODOT was .99 and .90 and the City says it will allow 1.1 capacity on our Town Center which is over 100%. Mr. Maciejewski responded that it was being done on facilities that were not Sherwood’s and those agencies have said they want to plan for that, because otherwise they would have to spend a lot more money that they do not have to avoid congestion issues. It is how the County chooses to manage their system and planning for more than 1.1 v/c capacity, which means is that they are anticipating that demand will spread into multiple hours, people will change driving behavior; there will be more congestion in those areas, and traffic queues will get longer.

Commissioner Cooke asked if those agencies were planning for more congestion in order to save money that it would cost to relieve in our small town. Mr. Maciejewski confirmed that it was not just for Sherwood, but part of the statewide and regional policy. Ms. Rudzinski added that planning and building for that type of congestion may give facilities that are larger and may destroy downtown as well. You can try to build your way out of congestion, but the roadways you end up with are very wide.

Chair Simson said she was reading a concern into it. Mr. Maciejewski expressed that it was a tough balance. Commissioner Griffin added the plan mentions the effect of a change to the footprint of an intersection several times. He said the intersections were rated with possible solutions. He said some of the solutions were ranked lower than others, but were more palatable, because it was less infrastructure coming into the city. He said having 1.1 v/c was better than having eight lanes.

Chair Simson turned to Volume 1, page 67-68, Transit Service Enhancements and said it was her two greatest concerns about projects going forward and making sure the language allows citizen input. It talks about high capacity transit. In the last paragraph it says: *While it have been determine that high capacity transit (HCT) will not be provided from Portland to Sherwood through the current Southwest Corridor planning process, it is possible that HCT to Sherwood may be reconsidered in the long term.* Chair Simson suggested language indicating that HCT, in the long term, would go through another public process. Julia responded that HCT is not coming to Sherwood and that was valid to acknowledge that if it is considered it would be through another

regional planning process not because there is a sentence about it in the TSP. Mr. Maciejewski concurred and said the language was consistent with the Sherwood Town Center process. Discussion followed and staff was directed add the language, suggested by Chair Simson, to the plan.

Chair Simson turned to Volume 1, page 67 and said the Brookman Road Concept Plan was mentioned in the plan several times that Washington County wants to designate Brookman Road and arterial road. She explained that Brookman Road in the Concept Plan, as approved by City Council, as a collector route with several streets connecting to it. Chair Simson said she could not support the TSP that calls Brookman Road an arterial and inconsistent with the Brookman Road Concept Plan. She said the Concept Plan should be revisited. The spacing for the collector was set at 100-400 spaced roads, if it is made an arterial it would have 600-1000 foot spacing and a lot of people would be driving through small neighborhoods to get to a very big road and the plan did not intend this. Commissioner Griffin commented that the property was inside our Urban Growth Boundary, but not inside the City limits and the County's road. He said he felt the County was mandating the road to be five lanes and he was not in favor of it. Chair Simson asked if the City could designate the road to be a collector and force the County to come before the Planning Commission to change it to an arterial. Mr. Maciejewski answered that the County has jurisdiction over the roadway so their road designation trumps the City's designation. He said if a land use action for the property was submitted, the County would make the decision. Chair Simson stated that scenario is okay so long as the area was in Washington County, because the project will be completed to County Standards, but if the area is annexed into our city the Comprehensive Plan and the Brookman Area Concept plan will be in play and there would be a conflict.

Chris Crean commented that, absent an agreement between the County and the City, both comprehensive plans can't apply at the same time; it is one or the other. So long as the road is outside of the city, the County's comp plan applies. He reminded that Brookman Road is a County road and some roads automatically transfer jurisdictions with an annexation while others are subject to a transfer process. Mr. Crean said that if the county transfers the road to the City then Sherwood's Comp Plan applies.

Julia specified that the zoning is not for a collector road, but the street spacing that was illustrated in the concept plan shows spacing much closer together and it was envisioned that it was going to be a collector road. She said that if it comes in as an arterial road and the county standards apply the zoning does not change, but there would be wider spacing. That does not mean that we would not want to review if the planned zoning on an arterial road was still appropriate.

Chair Simson explained that she was part of the Brookman Road Concept planning and she was looking at the zoning map that lays out all of the zoning and language in the Comprehensive Plan with the roads. In there it says *a significant challenge to development of the Brookman Road area is providing connections to the surrounding street network without degrading livability on residential streets*. When created the plan anticipated light industrial, neighborhood commercial with a lot of density next to 99w anticipating that people would be able to access it. She said that if they cannot access Hwy 99W then they will use Middleton Road to get to Sunset or down the road 1000 feet to go through a residential neighborhood and she had great concerns that we will be sending commercial traffic through neighborhoods to get to Hwy 99.

Bob interjected that in his discussions with the County they said it would not happen, County arterial spacing standards cannot be maintained with that development and an already concept planned area with

the spacing requirements. He explained that normally there could be a parallel collector status road that would connect to the arterial at the appropriate spacing levels, but that is not going to work there, because the spacing is too narrow, with topographic constraints, the vegetative corridor and presence of the railroad that chops it up. Bob said there is no way to meet the County's spacing standards for an arterial and be able to develop the area. He commented that the other aspect is that the identified southern connector is not set up, they want to go further south, but cannot, because of political lines. It is a roadway that has been overlaid for political expediency and even if the County indicated it would be twenty years before constructing the southern connector there was a question of what happens with all the road connections. The area will develop and the properties will have to have local road connectors. Bob said it will have to be a compromise, that is why it is a redefinition area and the Concept Plan will have to be looked at again.

Mr. Maciejewski added that it was important to understand the context. This is the I-5 /99 connector southern arterial that the County is talking about and they believe it is important. He said the City supports a strategy for roads to bypass the city and the County cannot show the line south of Brookman Road, because that would be outside the Urban Growth Boundary. The County needs to adopt their plan with the connector shown on Brookman Road and they want to move ahead with the arterial shown there. He said the County has suggested policy language acknowledging that there is a functional need for both types of roads in the area; one to move regional traffic and one to provide access to Brookman Road and the County will have to look case by case as development comes in and cannot legally land lock properties and say there is no access unless they buy the property. Mr. Maciejewski acknowledged that there will have to be compromises until additional planning work is done and The County may have to apply for a goal exception to move the arterial alignment south of Brookman Road.

Commissioner Griffin asked why the County was designating only a portion of the road if they do not have a plan for the southern extension of I-5. Mr. Maciejewski responded that from 124th Ave east they do, from Ladd Hill to 99W is Brookman Road, and the part in between goes through Clackamas County and they do not have control over that area. He said The RTP has the entire corridor in the plan and when the I-5/ 99 Connector Study was completed it showed a fairly straight east to west alignment across the area that would require major grading work to get through the hills.

Bob said the language in the TSP update was approximately three months of negotiation with County Planning and it was the best compromise to provide assurances for the developer's expectations, and still give the city the flexibility to change the plan to meet needs as they occur. He said it is a difficult situation to get both the city and county TSPs to align.

Commissioner Griffin asked if the city could show support a bypass route that would take traffic out of populated areas. Chair Simson expressed her concern for the language that said the *long term intent is to re-evaluate the Brookman Addition Concept Plan*. She asked if long term meant after the area is annexed in and then change the plan for the property owners. She commented that it would be a staff level and a funding issue to revisit the concept plan to match the arterial.

Julia added that the reevaluation could happen at any time; if funding can be obtained, concurrent with annexation discussions, after annexation. She explained that re-planning and re-zoning happen often, it is not unheard of to do after annexation and a conversation to have with property owners.

Commissioner Sally Robinson said she would be more comfortable with language at the bottom of page 67 where it says *In the interim to provide for future flexibility, Brookman Road has been designated as an arterial with a 5-lanes of right away needed* if it indicated that the County was identifying the road as an arterial.

Chair Simson asked regarding the County giving the road to the City and reverting access spacing that complies with the concept plan. Mr. Maciejewski advised that if the County was preserving the roadway corridor for the southern arterial they were unlikely to hand the road over. Bob added that if the County could build the corridor further south they may be amenable to if it the City wanted it. The Commission requested to add “by Washington County” to the document. Julia reminded the Commission that the city was required to have our TSP to be consistent with the County’s TSP and Metro RTP. Julia indicated that the City did discuss this with the county, regarding the arterial, but in the end the two documents have to be consistent and we cannot adopt something that is blatantly not. Chair Simson asked if the County was willing to incorporate the Brookman Concept Plan into their document. Bob answered that the County had worked the flexibility into the language that allows the concept plan to be looked at and the need to be flexible in applying county standards for development in the area. Mr. Maciejewski acknowledged that it was not the ideal and the desired function is to have no access except at a few arterial street connections based on the TSP language for the eastern portion of the corridor from 124th to I-5. With the language proposed for Brookman Road the county shows that they realize they cannot have that type of access control. The language in the County’s TSP is “cut and pasted” into the City’s. Bob added that the language was what staff worked together with the County that was acceptable. Commissioner Griffin commented that it was a triumph considering that the City does not even own the road. Staff was requested to add “designated by Washington County” to the document.

Commissioner Robinson asked regarding Langer Farms Parkway near Home Depot. She referred to project D12 on the project list which extends it to the other side of 99W and asked if it was considered to have Langer Farms Parkway wider to accommodate the growth from the Walmart coming in to town and the other traffic that will be created by that. Mr. Maciejewski replied that the volume demand for the road was projected for the next twenty years and when the concept plan for the area was designed the city took into account all of the potential development in the area and forecast out twenty years to see if there was enough demand to warrant a four or five lane corridor. At the time there was not enough demand to use it as a short cut route, but primarily to provide access and the decision was to design it as a two to three lane roadway. Chair Simson asked if none of the modeling for the road from Oregon Street to Home Depot projected more than one lane each way. Mr. Maciejewski affirmed.

Commissioner Robinson expressed her surprise and expressed that she thought it should be part of a long term plan to expand the roadway if development warrants it. Chair Simson commented that designating it as a larger road would require a larger right of way than is currently required. Mr. Maciejewski confirmed and said that by adopting the road as a larger corridor a right of way dedication would be required from future developments. He commented that there would be no technical basis for justifying a larger corridor and questioned if that would cause issues. Bob related that staff could provide the technical basis for the road designations and said to speculate on the future size of the road or the business development without the technical support leaves the City open to being challenged at all levels the first of which would be an appeal that the City would lose. Mr. Maciejewski related that the study did not indicate a huge demand

using the link from Tualatin Sherwood to 99W north towards Tigard; coming south from Tigard to Tualatin was not a huge demand. The major regional demand is crossing the highway to Roy Rogers or south to Newberg and of all those origins of destinations. It is the least dominant traffic stream. After a comment from Commissioners Walker and Simson that they plan using the road, Mr. Maciejewski stated that the road will be utilized by local traffic, but local traffic generally are not enough to trigger a multi-lane roadway. Commissioner Walker said she expected traffic from Tigard turning left at the Home Depot to cut through to Tualatin Sherwood Road to avoid the traffic stacking at the light at Tualatin Sherwood Road and Hwy 99W. Mr. Maciejewski reminded the Commission to remember that SW 124th Ave going south of Tualatin Sherwood down to Tonquin Road, into the north Wilsonville area, so all the Tigard/northern Tualatin demand will use the 124th corridor to go north/south through the area, which may explain the projections.

Commissioner Robinson asked regarding upgrades to Tonquin Road. Mr. Maciejewski indicated that the Regional Transportation Plan (RTP) and Washington County's TSP have upgrades to Tonquin Road, not to a five lane road, but a standard two lane road with upgrades to an urban standard east into Tualatin's planning area with three lanes, sidewalks and bike lanes.

Bob read on page V of the Preface, Transportation Standards, Street Cross-Sections where it states *that new streets shall meet the design requirement in Sherwood's Engineering Design and Standard Details Manual per the functional class in the TSP* was referring to the street cross sections. He said the cross section requirements need to be part of the TSP and the design manual concurs with the TSP and may even show the same details. Bob explained that, as the City Engineer, he was following the TSP as far as the standard for road sections; designation and physical standard. He stated that details (Figure 8-2 to Figure 8-6) needed to be in the TSP documents. The language *Engineering Design and Standard Details Manual per the functional class in the TSP* was changed to *Transportation System Plan per Figures attached*.

Chair Simson moved to page 53 of the Planning Commission packet to the Proposed Transportation Goals and Policies and asked for comments. Receiving none, she turned to page 57 and expressed that she thought Strategy 4: *Plan for an array of transportation assets and services to meet the needs of the transportation – disadvantaged*, was a duplicate of Goal 5: *Provide reliable convenient transit service to Sherwood residents and businesses as well as special transit options for the City's elderly and disable residents*. Darci Rudzinski responded that she did not think the strategy was as narrow as just planning for transit.

Chair Simson read Strategy 5: *Evaluate, identify, and map existing and further neighborhoods for potential small scale commercial businesses to primarily serve local residents*. She said this was an existing strategy and that the commentary suggested that the strategy be reevaluated to ensure that it continues to be relevant and match the city's priorities. She asked if there was ever a need to rezone from residential to commercial and if it was a strategy that was needed in the TSP. Ms. Rudzinski responded that the strategy was related to Policy 4: *The City shall encourage the use of more energy efficient and environmentally sound alternatives to the automobile by: (last bullet) encouraging the development of self-contained neighborhoods, providing a wide range of land use activities within a single area*. She said it was likely the City was looking at mixed use neighborhoods with a small commercial serving the neighborhood through a convenience store or hair salon that would not attract a lot of traffic but serve the needs of the immediate neighborhood. The strategy was there to ensure those uses were allowed in the right places and not just everywhere. Commissioner Griffin commented that it said potential and that action was not required. He said it could apply to the edge between Brookman Road

residential the commercial properties and the strategy was not irrelevant yet. Chair Simson suggested that it was more for the existing neighborhoods like the southeast Sherwood area. The strategy remained.

Chair Simson turned to page 60, Goal 2, Strategy 7: *Adopt performance measures that are consistent with regional modal targets for non-single occupancy vehicles and track the City's progress with meeting adopted goals and policies each successive TSP update.* Chair Simson suggested to add “based on local community goals” and said she did not like having to adopt Metro’s standards without applying community values. Ms. Rudzinski suggested “consistent with community values”, which was accepted by the Commission.

Chair Simson turned to page 66, Goal 3, Strategy 12 it has deleted language and with the new language that says *Support public or private development of the bicycle and pedestrian improvements shown on Map 2 of the Town Center Plan.* She said that through the Town Center Plan the City was trying to incorporate both sides of 99W and ensure that opportunities were available throughout the Six Corners area. She commented that the deleted language included Six Corners which had been identified in the Comprehensive Plan as a regional area developing on both sides of the highway to complement each other and not be completely different.

Note: The deleted language was “consider a mixed use overlay zone in a the development code that will apply to the Six Corners area. Include design standards that will encourage a vibrant, pedestrian friendly environment through the implementation of boulevards, medians, mixed-use development and site design”.

Commissioner Griffin commented that the strategy changes seem unrelated and changed from the Six Corners area to bicycle and pedestrian improvements.

Ms. Rudzinski responded that the Town Center Plan identified the City’s concentration zone where mixed use would be the most appropriate and the Planning Commission’s recommendation was not to ignore north of 99W, but that there should be some integration with similar policies. She said she was not aware that there was strong support for mixed use and she could see that what was recommended was not a one for one replacement, but taking advantage of the space provided by a deleted policy. She indicated that if the existing policy was still valid, and the Town Center Plan did not fulfill the desire then it could remain. She said that she thought it was a placeholder for when Six Corners was considered the town center.

Chair Simson concurred that the mixed use overlay was not as relevant as when the area was the town center, but as was testified, the citizens on both sides of the highway need to have the same opportunity for bicycle and pedestrian avenues that connect to each other. She said the Commission fought during the town center planning efforts to create cohesion; that Six Corners

, both north and south of Tualatin Sherwood Road and east and west of Hwy 99 be treated to get the connectivity. Ms. Rudzinski replied that she did not think Map 2 would satisfy that for north of the Six Corners language to the proposed language so that the support for public and private development of bicycle and pedestrians without being confined the map that shows the town center. The Commission was in favor of adding “and within the Six Corners area north and south of the highway”.

Chair Simson turned to page 73, Goal 5, Policy 9: *The city supports transit service that serves the needs of the residents and businesses in and adjacent to the Town Center, including maintaining a robust local transit service network and planning for future local and high capacity transit service to neighboring cities.* She asked if there was any concern about the language. Commissioner Griffin commented that it did not tie the city down to anything.

Chair Simson turned to page 75, Goal 5, Strategy 4: *Work with Metro, as well as the cities of Tualatin and Tigard, to explore feasible modes and location to provide high-capacity transit service to the Towne Center and adjacent areas.* She said that she was okay with this strategy and expressed concern for Strategy 6: *Continue to explore opportunities to achieved long term transit supportive densities in the Town Center in order to increase the viability of high-capacity transit.* Chair Simson said to her it meant an increase in density and expressed concern over that policy decision. Commissioner Griffin commented that this concern not wanting to increase density was expressed during the town center meetings. Chair Simson disclosed that the commission felt pressured during the Town Center planning process to comply with metro requirements. She asked if the city was required through this process or any other process to increase our densities.

Ms. Rudzinski responded that it was not required through this process, but as part of having a community that can support transit is having enough people and businesses to do that. High Capacity Transit is very destination oriented and there needs to be enough of those to support that type of investment. Ms. Rudzinski reminded that there were also positive comments regarding having transit as an option, but ridership drives demand and demand is provided by people and businesses and without one you cannot cost effectively have the other. She said the focus has shifted since the development of the Town Center planning away from high capacity transit because it has been deemed not feasible to come all the way to Sherwood. She said Strategy 4 keeps the door open for future planning and Strategy 6 is a question for the Planning Commission to answer.

Commissioner Griffin declared that it was too far in the wrong direction to continue to explore to increase the viability of high capacity transit; he did not think the city was in a position to be looking for that right now and that the statement was not relevant at the moment. He said Sherwood wanted connectivity with TriMet and surrounding cities, but the public has not shown interest in light rail or increasing density. Chair Simson commented that the buildings shown, in the town center planning process, over three stories were received poorly. Commissioner Robinson suggested deleting Strategy 6 and keeping Strategy 4. The Commission voiced their approval of the suggestion.

Chair Simson said she was done with her suggestions for Goals and Policies. Commissioner Griffin pointed to page 67, Goal 3, Strategy 19: *The City will reexamine local street standards and will explore appropriate locations within the City an circumstances under which a narrower street standards may be permitted as part of new development.* He said he understood having less impervious surface and commented with words like reexamine, consider, explore, and if appropriate the strategy may be vague enough to be acceptable. Commissioner Clifford commented on SW Dewey Drive, a curved road with houses on either side, with parking on one side and parking was horrible on Fridays because of garbage cans on the street for collection and the buses and car traffic. He asked how a situation like that could be avoided. Commissioner Cooke concurred that the situation was unsafe. Mr. Maciejewski responded that the issues were a lack of connectivity that forces all the traffic onto one roadway and the design of the road itself. He said the cross-sections in the Plan have a narrower local street (28') and a wider option; there are volume thresholds for when each street would be appropriate. In the update, a road like Dewey, that is a higher local volume, would not be a 28 foot wide street and he thought it has already been addressed with the cross-sections and the strategy may not be relevant by the work that has been done in the TSP.

Commissioner Walker commented that when the road is built you may not know how much traffic it will have. Mr. Maciejewski answered that when development occurs a traffic study is done for the roadways and should consider connectivity in the area and what the TSP forecast has indicated. Chair Simson commented it was probably not envisioned that SW Lynnly and Houston would be accessed the way they are either and it is hard to think of using streets more narrow than we already have. The commission wanted to remove Strategy 19.

Chair Simson noted errors beginning with page 85, the first reference to the TSP should be written out as Transportation System Plan and page 88, second paragraph, the *and/or* should be *and*.

Chair Simson turned to page 92, and expressed concern for the existing code for carpool and vanpool parking spaces that requires preferential spaces for development with twenty or more employees. Commissioner Griffin added that the carpool/vanpool spaces would be required to be located closer to the main entrance than all other spaces except for ADA spaces and asked where that came from. Ms. Rudzinski replied that the language was modified language from the model code for small cities and commented that it was not a lot of spaces, but a space or two next to the employee entrance and was intended to incentivize carpooling to increase the non-single occupant vehicle percentage. Commissioner Simson asked how the twenty employees was determined. Ms. Rudzinski responded that it did not make sense to provide carpool spaces for small businesses, the number is somewhat arbitrary and the intent was to incentivize the behavior in the larger businesses. Commissioner Walker asked if the employees were full time or part time. Ms. Rudzinski answered that the determination would be at development review and would not be monitored over time in a community this small. It would be a one-time deal; for a business park, larger employer, or industrial area. Commissioner Walker suggested increasing the number of employees. Discussion followed regarding the correct number. Suggestions ranged from a hundred employees when TDM requirements are required, forty five for when healthcare is required. Commissioner Walker suggested forty full time employees, which was accepted by the Commission. Commissioner Clifford asked about local shopping centers that have fifteen minute parking stalls and asked if the businesses were offering that or if it was an incentive by the developer. Ms. Rudzinski indicated that she had not seen any code that required them. Brad Kilby suggested it was a leasing incentive and the City only required that a minimum number of parking spaces be provided and how the parking is managed is up to the property owner. Ms. Rudzinski added that a parking management plan should be part of development in the Town Center Plan.

Chair Simson turned to pages 100-101 and asked why the maps were being deleted. Ms. Rudzinski explained it was so that information was not duplicated so that the development code does not have to be updated when the TSP updates. She added that it was unusual to have the maps in the code.

Chair Simson complimented staff for the article in the May edition of the Sherwood Archer explaining that the Capacity Allocation Program (CAP) would be removed. She indicated that if there were issues from the development community, they would be at the hearing, but none were present. Chair Simson explained that Bob Galati had explained why the CAP was no longer relevant in a work session and she thought it was a great idea. She said the citizens had enough notice and opportunity to raise a concern if

they wanted the CAP to remain and it gave her a comfort level that the Commission was doing something outside of what citizens would be concerned about.

Chair Simson turned to pages 96-99, Bicycle Parking and Facilities. She said the section seemed cost prohibitive and needed a defined number of hours for short term and long term parking. Commissioner Griffin stated that the language says long term is defined as at least several hours which needed to be clearer. If it is long term racks, storage rooms, or lockers have to be provided located within one hundred feet of the entrance and covered. He said that could be expensive.

Chair Simson agreed and turned to the table on page 99. She said it was an existing table with use categories that she thought was in the code, because it was required by Metro in 2005. She said the use categories listed in the table did not match the use categories in Sherwood's code and what was driving the number of bicycle spaces required did not align with existing uses. Chair Simson asked what the City was required to put in the code per Metro or any other governing agencies. Ms. Rudzinski answered that the City needs to distinguish between long term and short term and the definition is by design. The City may identify people who will not only use a bike rack for a certain duration, but to look at it as a design issue in providing space for people to feel comfortable leaving the bicycle for a longer period of time. Commissioner Griffin said the commission needed to come up with a more concrete way of measuring long term parking.

Ms. Rudzinski answered that the city requires the design to have a certain amount to be long term bicycle parking and must have at least one long term space and of the amount required a certain percentage of those will be long term. Commissioner Griffin asked what the racks, storage rooms, or lockers were like and if they were inside or outside. Ms. Rudzinski responded that there should be flexibility in the code in this respect and examples can be found to guide developers; a plastic locker like the ones found at transit centers, a closet area inside, anything as long as somebody feels like they can leave their bike there for longer than it takes to go into a convenience store. She explained that the long term parking is for the commuter, student, or employee who will work a shift and does not want to leave their bike vulnerable to the elements or to being taken. She recognized that it was a shift in thinking and was more difficult to conceive how it would look in Sherwood, but everyone was struggling with this and figuring out what makes sense for their communities. Regarding the table, Ms. Rudzinski said it was not unusual to roll up uses, unlike parking requirements that are use oriented. She said the bicycle parking could be tacked on to the parking requirements table, but the existing table would be the easiest way to go, because only the design will change not the requirements. She suggested that looking at the appropriateness of specific bicycle parking requirements for specific uses was a longer process.

Chair Simson pointed out that the last items on the list (colleges, schools, community service, parks and open spaces, park and ride facilities) were zoned Institutional Public and should be categorized as such. She advocated changing Basic utilities to Industrial and asked what drive up vehicle servicing was. She was informed it was like a Jiffy Lube. She asked about Drive-thru restaurants and determined that they would require bicycle parking with one long term space. This provided four categories: Residential, Commercial, Industrial, and Institutional Public.

Chair Simson and Commissioner Griffin declared that they were still not happy with the long term parking. Chair Simson repeated her sentiment that it was cost prohibitive. Brad commented that in 1.d of

the section it requires that *at least 50% of the require bicycle parking spaces be long-term*. He noted a project he worked on in the private sector for a private school that required 40 parking spaces and commented that the 50% requirement would have been an issue. He said there were different ways to cover the bicycle parking and talked about the cantilevered roof on the bathrooms at Stella Olsen Park to provide covered bicycle parking. If cost is a concern the Commission could lower the percentage of required long term spaces.

Chair Simson asked regarding long term parking in a park, where the parking has to be within one hundred feet of the entrance and secured or with a security guard. Councilor Robyn Folsom revealed that she was the council liaison to the parks board when the bathrooms were being built and this code requirement was a concern. She said it almost stopped the bathrooms from being built.

Commissioner Cook added that she had a child who bikes around town and she was teaching him to lock up his bicycle. She said she did not see very many bike commuters and did not see an increase in the next twenty years. She said 50% seemed aspirational and a high threshold to reach. Brad added that he rode his bike to work at a previous job and often the employer will make concessions for bicycle commuters.

Chair Simson and Commissioner Cooke said that their experience was that bicycle commuters would bring their bicycles inside the building for long term parking. Commissioner Cooke intimated that she would be comfortable with 25%.

Ms. Rudzinski reminded that the long term parking requirement was flexible and could be as little as a bicycle hook on the wall in the utility closet inside that building. She said it may be difficult at site design approval without the building plans, but for the smaller employer it would be easier to accommodate inside. Ms. Rudzinski said there was a lot of flexibility for how to satisfy what secure means and the language is not suggesting that Sherwood has to make sure every development has a security guard for one bike commuter.

Chair Simson commented that it may be difficult for an applicant that has to meet all of the code requirements with a code requiring racks in an area that is secure or monitored, within a hundred feet of the entrance. Commissioner Griffin asked if the requirement was putting a burden on certain businesses and said that he understood the concept of encouraging people to bicycle.

Commissioner Walker suggested that if the requirement is more than four or five long term spaces then the code applies, and if the applicant meets a minimum threshold then the 25% of the parking must be long term parking. Discussion followed with the following language being proposed. "If required to provide eight or more bicycle parking spaces, 25% of those spaces must be long term". The commission discussed how this would work with Target as an example. They decided that if Target was a new development they would be required to provide five long term bicycle parking spaces and that it was a reasonable number.

Commissioner Walker said she was more concerned for the burden placed on the small businesses. Brad commented that he liked long term bike parking for his bike and he did not want to leave it out. Chair Simson asked him that if long term bicycle parking was at City Hall and it met the code if he would park his bike there or in his workspace. Brad responded that he would use the long term parking, because he

did not have room in his work space. He revealed that when he does ride his bike there is closet under the stairs that is available.

Chris Crean added that when he was a bicycle commuter he used a fenced off area in the parking structure that was secured and he would not leave his bicycle outside all day. Bob Galati commented on bicycle lockers that could be rented at a location in Portland. Mr. Crean commented that they were expensive and a secure, covered and fenced area was good.

Commissioner Robinson asked if the current schools in Sherwood were meeting the criteria being discussed and was informed that they probably were not. She said she did not think much of the population in Sherwood commuted and asked if anyone had researched how much of the population was being served. Mr. Maciejewski said those numbers were not available. Ms. Rudzinski argued that it was a "Catch 22" and facilities need to be provided before people will commute by bicycle. It is a safety and security issue and if you do not build it, people won't commute by bicycle. Brad related that Sherwood is on the scenic route for Washington County and the Commission has discussed ways to do agro-tourism to wineries and the city could attract that dynamic. The commission members confirmed the suggested language.

Commissioner Clifford asked regarding the language requiring the long term spaces to be located within one hundred feet of the entrance and asked if it could be changed to be more specific which entrance was appropriate. Commissioner Griffin said it specified that the language indicates that it is the entrance accessed by the intended users. He commented that it did not matter to him where it was located if it was inside the building, because it would be out of the rain. Chair Simson suggested that the space could be any place inside the building or within 100 feet of the entrance, if outside. Discussion followed with the language changed to "Locate outside spaces within a hundred feet of the entrance that will be accessed by the intended users".

Chair Simson stated that she had no other concerns or comments and asked the commission for any.

Commissioner Griffin commented that *at the discretion of the City Engineer* was used several times in the code and asked if that was how it was meant to be. Bob responded that the TSP goes hand and hand with design variations and if an applicant comes up with something outside of the standards they will have to justify it, but it will not be a granted for monetary motives. He said he needed some leeway to take into account certain design requirements that are unique; a property that does not fit and development cannot work without flexibility. Bob said it was a balancing act and he did not grant everything that comes in. Commissioner Griffin asked if it would stand up at LUBA.

Chris Crean said he was less concerned about LUBA and more concerned with statutes that allow challenges to conditions that seem arbitrary. A decision that is exclusively at the discretion of a person without standards and safeguards could be abused and become arbitrary and capricious decision making. He said in this case the way the code and the manual work out, the design exception process allows for variations from design standards that are administered by the City Engineer with its own internal standards and safeguards to protect against arbitrary decision making by the City Engineering. Bob added that the design standards manual is written in a manner that requires the City Engineer to document decisions, with background information and written justification why the exceptions are accepted with limitations being placed on them. He said he liked having the option of trying to make something work, but was very

rigid when it came to the applicability of making a change to a standard and if there is a very good reason for it that can be supported.

With no other comments, the following motion was received.

Motion: From Commissioner Lisa Walker to forward a recommendation of approval to the City Council for PA 14-01 Transportation System Plan Update based on the applicant testimony, public testimony received, and the analysis, findings and conditions in the staff report with the modifications as discussed. Seconded by Commissioner John Clifford.

Julia Hajduk asked if the recommendation could be to a “date certain” so the public hearing with the City Council did not have to be noticed. Discussion followed regarding when the Council would be available, noticing procedures, deadlines for the grant contract and who pays for the consultants. The Commission decided to re-notice and the vote was taken.

All present Planning Commissioners voted in favor (Vice Chair James Copfer was absent).

8. Adjourn

Chair Simson adjourned the meeting at 10:35 pm.

Submitted by:

Kirsten Allen

Planning Department Program Coordinator

Approval Date: _____

Old Business Agenda

Item A

CEDAR BROOK PUD SUPPLEMENTARY RESPONSE TO THE PLANNING COMMISSION

Michelle Miller, Senior Planner
City of Sherwood Planning Commission: Chair, Jean Simson
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

RE: Cedar Brook PUD (i.e. City File #'s PUD 14-01 and SUB 14-01).

Dear City of Sherwood Planning Commission,

DR Horton, Inc. has a long standing tradition of developing high quality master planned neighborhoods in the City of Sherwood and throughout the greater Metro area and we would like to continue that tradition within the City of Shrewood by developing the approximately 5.77-acre parcel that is the subject of City File #'s PUD 14-01 and SUB 14-01. As such, please accept this short letter expressing our position and thoughts as they relate to the issues/concerns raised at the June 10th Public Hearing for our proposed Cedar Brook PUD. The following issues/concerns will be addressed by this letter:

1. On-Street and Off-Street Parking – Exhibit “M”
2. Proposed Setbacks – Exhibit “N”
3. CC&Rs – Exhibit “O”
4. City of Sherwood Parking District – Exhibit “P”

16.94.020 - Off-Street Parking Standards

- A. Single and two family homes - 1 parking space per dwelling
Multi-family - 1.5 for 2 bedrooms and 1.75 for 3 bedrooms***

If the street on which the house has direct access is less than twenty-eight (28) feet wide, two (2) off-street parking spaces are required per single-family residential unit (includes single-family detached or attached, two-family dwelling or a manufactured home on an individual lot). If the abutting street is twenty-eight (28) feet or wider, one (1) standard (9 ft. × 20 ft.) parking space is required.

⁴ Visitor parking in residential developments: Multi-family dwelling units with more than ten (10) required parking spaces shall provide an additional fifteen (15) percent of the required number of parking spaces for the use of guests of the residents of the development. The spaces shall be centrally located or distributed throughout the development. Required bicycle parking facilities shall also be centrally located within or evenly distributed throughout the development.

B. Dimensional and General Configuration Standards

- 1. Dimensions For the purpose of this Chapter, a "parking space" means a stall nine (9) feet in width and twenty (20) feet in length.***

- 5. Credit for On-Street Parking***

- a. On-Street Parking Credit. The amount of off-street parking required shall be reduced by one (1) off-street parking space for every on-street parking space***

adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards.

b. The following constitutes an on-street parking space:

(1) Parallel parking, each twenty-four (24) feet of uninterrupted curb;

RESPONSE: The proposed PUD includes fifteen (15) single-family detached dwelling units, twelve (12) rear loaded townhome units, and thirty-eight (38) front loaded townhome units, for a total of sixty-five (65) dwelling units. Twenty-seven (27) of the units will have two (2) car garages with an additional two (2) off-street parking spaces provided in front of the garage in the driveway for a total of fifty-four (54) off-street parking spaces. The off-street parking for these units exceeds the requirement of one (1) parking space per single-family dwelling unit. The remaining thirty-eight (38) front loaded townhome units will have a one (1) car garage and one (1) parking space provided in front of the garage for a total of seventy-six (76) off-street parking spaces. However, per City Code, the garage is not allowed to be considered as part of the off-street parking requirement, therefore, these units technically only have thirty-eight (38) off-street parking spaces per code requirements. Nevertheless, as discussed during the hearing, the applicant will create CC&Rs for the development that require the garage on each Lot shall be used to park the occupant’s primary passenger vehicle, and for no other purpose. As such, seventy-six off-street parking spaces will be available for these units.

The amount of on-street parking spaces provided for the proposed PUD will be seventy-nine (79) parking spaces along both SW Cedar Brook Way and proposed SW “A” Street. Of these parking spaces, thirty-four (34) on-street parking spaces will be located immediately adjacent to the front loaded townhome units. The remaining forty-five (45) spaces will be located along SW Cedar Brook Way and be available for all dwelling units. Therefore, the proposed sixty-five (65) unit PUD will have a combination of on-street and off-street parking spaces totaling 267 parking spaces. The Applicant believes that the combination of on-street and off-street parking spaces provided for the proposed PUD will be more than adequate to serve the needs of the future residences and is in compliance with the above criteria. Nevertheless, as discussed during the hearing, the Applicant will work with the City Police Department to establish a “Parking District” for the proposed PUD to help with the existing parking issues in the surrounding area.

❖ **Cedar Brook PUD Proposed Setbacks**

CEDAR BROOK DEVELOPMENT DESIGN STANDARDS				
	REAR-LOAD TOWNHOM E LOTS	FRONT-LOAD TOWNHOME LOTS	SINGLE- FAMILY LOTS	NOTES
LOT AREA	1,600 SF	1,600 SF	2,500 SF	Creates a variety in lot sizes, house types and price ranges.
TYPICAL MIN. LOT WIDTH	20'	20'	27.9'	All proposed single-family detached lots within the PUD will either meet or exceed the

				minimum lot width standard at the front property line along Cedar Brook Way. All proposed Townhouse lots within the PUD will either meet or exceed the minimum lot width standard of 20-feet.
MINIMUM FRONT YARD SETBACKS	The minimum interior front yard setback will be 4' to the porches, which abut open space.	Garage: 20'	Front porch of house: 8'	
MINIMUM SIDE YARD SETBACKS	4'	4'	4'	
MINIMUM REAR YARD SETBACKS	20'	15'	20'	Meets HDR standard.
MAX HEIGHT	40'	40'	30'	Meets or exceeds HDR standard.

Response: In order to achieve the desired densities, open space, pedestrian friendly streets, and overall appearance of the PUD, deviations to the HDR zone front, side, and rear yard setbacks are requested. The setbacks proposed by the Applicant are the minimum necessary to achieve the density requirements of the HDR zoning district, as well as to provide quality opens space areas for the development.

❖ **Cedar Brook PUD Covenants, Conditions & Restrictions (CC&Rs)**

The proposed private street, common areas, and community facilities, will be maintained by a Home Owners' Association (HOA) created in accordance with all applicable requirements, including the Oregon Planned Communities Act. The Applicant has submitted a draft version of the CC&R's for the Cedar Brook PUD (Exhibit "O"), which includes language requiring property owners to keep their garages clear of storage items so the garage is available for the parking of their vehicle(s). By including this language in the CC&Rs, it will make all future homeowners aware of the parking issues prior to purchasing a home within the subdivision. Furthermore, reserve funds will be created and maintained which will ensure future improvements and maintenance activities are adequately funded. These documents will be subject to City staff review and approval prior to recording.

Conclusion:

Even though the site is an undeveloped parcel, it is important to understand that the property is severely limited due to its irregular shape and by existing street patterns. We have spent a substantial amount of resources in the planning and designing of the proposed Cedar Brook PUD and we strongly believe it is a high quality proposal that will contribute significantly to the orderly development of the surrounding area.

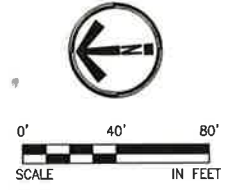
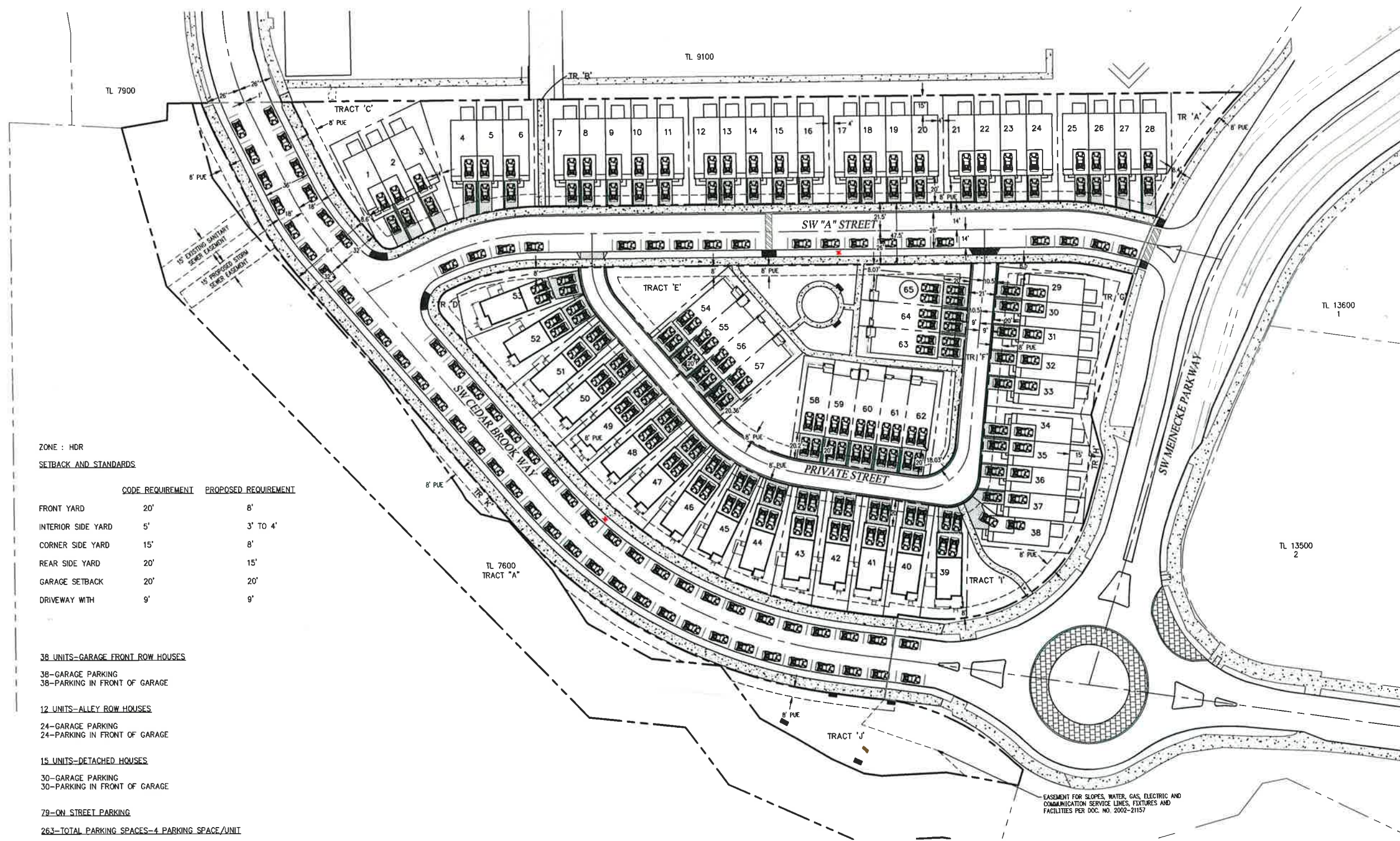
The master planning approach taken for the Cedar Brook PUD ensures an efficient and well planned use of the land, planned and timely infrastructure improvements, and a respectful relationship between open space and the built environment. As we hope you recognize from our presentation at the public hearing on June 10th, we are more concerned about the bigger picture of the City of Sherwood and helping to achieve the City's goals for this region of the City than of just our own individual PUD. Our proposed street locations and ownership pattern is consistent with the City of Sherwood Land Division Ordinance, as well as with City Standards and Specifications.

Thus, we respectfully request approval of the proposed PUD as revised and submitted during the hearing.

Kind Regards,

Steve Miller

Steve Miller
Project Manager, DR Horton, Inc. – Portland Division



ZONE : HDR

SETBACK AND STANDARDS

	CODE REQUIREMENT	PROPOSED REQUIREMENT
FRONT YARD	20'	8'
INTERIOR SIDE YARD	5'	3' TO 4'
CORNER SIDE YARD	15'	8'
REAR SIDE YARD	20'	15'
GARAGE SETBACK	20'	20'
DRIVEWAY WITH	9'	9'

38 UNITS--GARAGE FRONT ROW HOUSES

38--GARAGE PARKING
38--PARKING IN FRONT OF GARAGE

12 UNITS--ALLEY ROW HOUSES

24--GARAGE PARKING
24--PARKING IN FRONT OF GARAGE

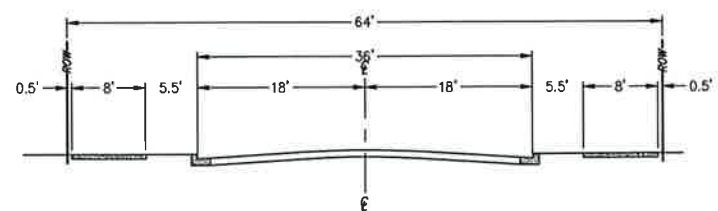
15 UNITS--DETACHED HOUSES

30--GARAGE PARKING
30--PARKING IN FRONT OF GARAGE

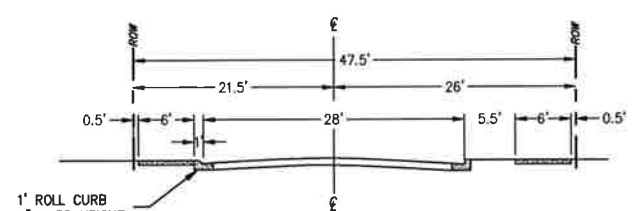
79--ON STREET PARKING

263--TOTAL PARKING SPACES--4 PARKING SPACE/UNIT

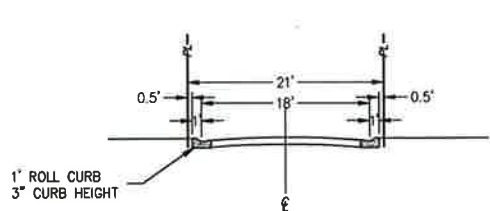
X - Fire Hydrant



TYPICAL SECTION OF CEDAR BROOK WAY
SCALE :1"-10"



TYPICAL SECTION OF PUBLIC STREET "A"
SCALE :1"-10"



SECTION OF PRIVATE ALLEY
SCALE :1"-10"

EASEMENT FOR SLOPES, WATER, GAS, ELECTRIC AND COMMUNICATION SERVICE LINES, FIXTURES AND FACILITIES PER DOC. NO. 2002-21157

CEDAR BROOK
66-LOT SUBDIVISION & PUD
TAX MAP T2S R1W 30CD
TAX LOT 13400
SHERWOOD, OREGON

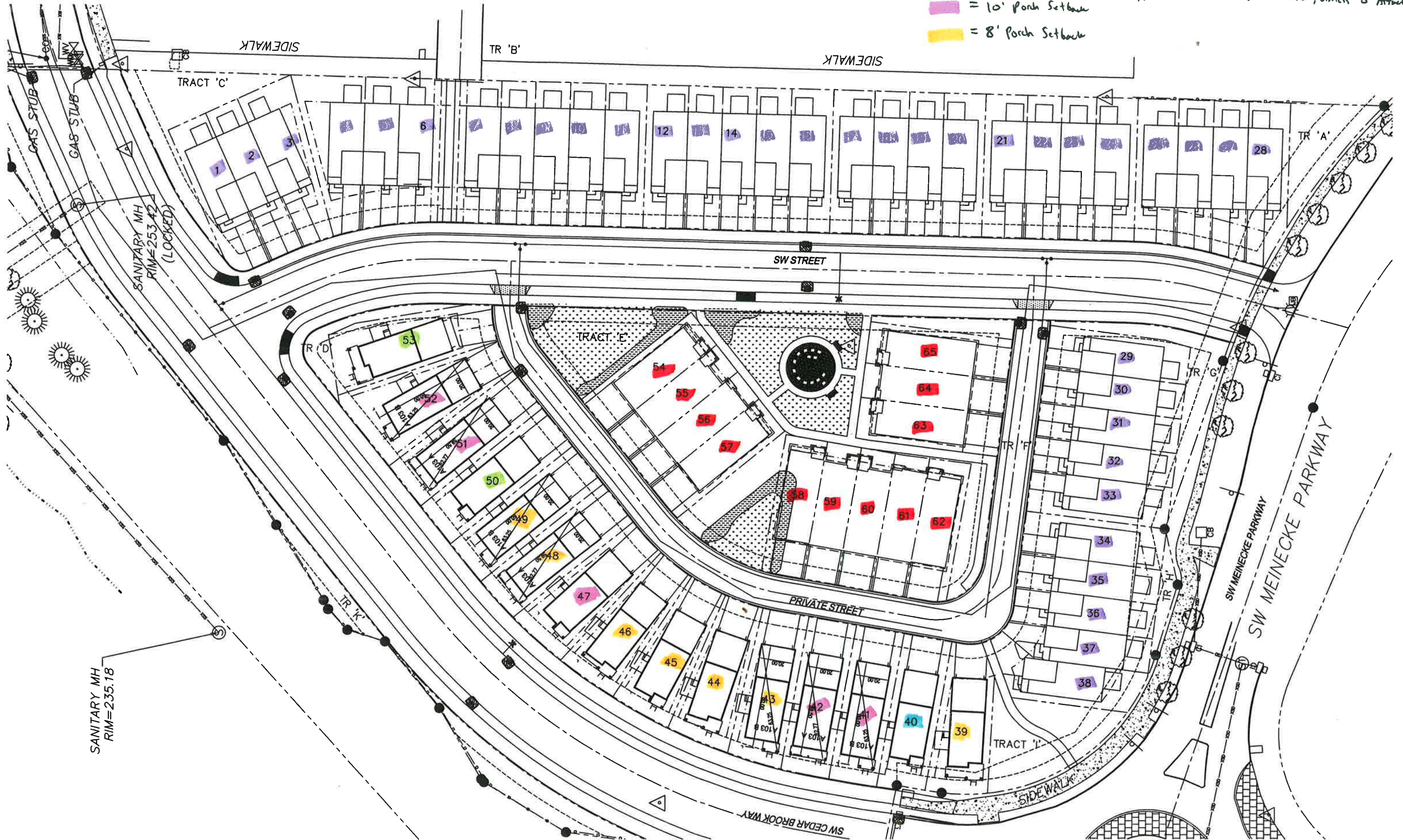
SITE PLAN WITH
HOUSES AND PARKING

NO.	DATE	REVISIONS	DESCRIPTION

EMERIO
Design
6107 SW MURRAY BLVD, SUITE 147
BEAVERTON, OREGON 97008
PH: (503) 746-8812

- = 4' Porch Setback
- = 15' Porch Setback
- = 15' Rear yard Setback
- = 12' Porch Setback
- = 10' Porch Setback
- = 8' Porch Setback

All PRODUCT WITH 20' Driveways
All PRODUCT 4' Sideyard Setback, unless 0' Attached



AFTER RECORDING RETURN TO:
XXXX XXXXXXXX
D.R. Horton, Inc. – Portland
4380 SW Macadam Ave, Suite 100
Portland, OR 97239

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CEDAR BROOK PUD**

TABLE OF CONTENTS

RECITALS 1

ARTICLE 1
DEFINITIONS..... 1

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION.....3
 2.1 Initial Development3
 2.2 Annexation of Additional Property.....3

ARTICLE 3
OWNERSHIP AND EASEMENTS5
 3.1 Non-Severability5
 3.2 Ownership of Lots.....5
 3.3 Ownership of Common Areas5
 3.4 Easements5
 3.4.1 Easements on Plat5
 3.4.2 Easements for Common Area5
 3.4.3 Easements Reserved by Declarant5
 3.4.4 Additional Easements; Public Walkway Easements.....6
 3.4.5 Association’s Easements.....6
 3.4.6 Easements to Governmental Entities6
 3.4.7 Perimeter Easement Benefiting Association.....6
 3.4.8 Perimeter Easement Benefiting Owners6
 3.5 Declarant’s Right to Dedicate Common Area and Grant Easements;
 Board’s Authority After Title Transferred to Association.....6

ARTICLE 4
LOTS AND HOMES.....7
 4.1 Residential Use7
 4.2 Landscaping7
 4.3 Maintenance of Lots and Homes7
 4.4 Rental of Homes8

4.4.1	Written Rental Agreements Required.....	8
4.4.2	Minimum Rental Period.....	8
4.4.3	Tenant Must be Given Documents	8
4.5	Animals.....	8
4.6	Nuisance.....	8
4.7	Parking.....	8
4.8	Vehicles in Disrepair.....	9
4.9	Traffic Rules and Regulations	9
4.10	Signs.....	9
4.11	Rubbish and Trash	9
4.12	Fences and Hedges.....	9
4.13	Service Facilities.....	10
4.14	Antennas and Satellite Dishes.....	10
4.15	Exterior Lighting or Noise-making Devices.....	10
4.16	Basketball Hoops	10
4.17	Grades, Slopes and Drainage	10
4.18	Tree Cutting Restrictions	10
4.19	Damage or Destruction to Home and/or Lot.....	11
4.20	Right of Maintenance and Entry by Association	11
4.21	Association Rules and Regulations.....	11
4.22	Ordinances and Regulations	11
4.23	Temporary Structures.....	12
4.24	Declarant Exemptions.....	12

ARTICLE 5

COMMON AREA	12
5.1 Use of Common Areas.....	12
5.2 Maintenance of Common Area.....	12
5.3 Alterations to Common Area	12
5.4 Funding	12
5.5 Landscaping	12
5.6 Condemnation of Common Area	13
5.7 Damage or Destruction of Common Area	13
5.8 Power of Association to Sell, Convey or Grant Security Interest in Common Area.....	13
5.9 Public Use of Lands	13

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE.....	13
6.1 Architectural Review	13
6.2 Architectural Review Committee, Appointment and Removal	13
6.3 Majority Action.....	14
6.4 Duties	14
6.5 ARC Decision	14
6.6 ARC Discretion.....	14

6.7	Nonwaiver.....	14
6.8	Appeal.....	14
6.9	Effective Period of Consent.....	15
6.10	Determination of Compliance.....	15
6.11	Noncompliance.....	15
6.12	Liability.....	15
6.13	Estoppel Certificate.....	15
6.14	Fees.....	16
6.15	Declarant Successor Exempt From ARC.....	16
ARTICLE 7		
MEMBERSHIP IN THE ASSOCIATION.....		16
7.1	Members.....	16
7.2	Proxy.....	16
7.3	Voting Rights.....	16
7.3.1	Class A.....	16
7.3.2	Class B.....	16
7.4	Procedure.....	17
7.5	Professional Management.....	17
7.6	Sub-associations.....	17
ARTICLE 8		
DECLARANT CONTROL.....		18
8.1	Interim Board and Officers.....	18
8.2	Turnover Meeting.....	18
8.2.1	Earliest Date.....	18
8.2.2	Optional Turnover.....	18
ARTICLE 9		
DECLARANT'S SPECIAL RIGHTS.....		18
9.1	General.....	18
9.2	Marketing Rights.....	18
9.3	Declarant Easements.....	18
9.4	Additional Improvements.....	18
ARTICLE 10		
FUNDS AND ASSESSMENTS.....		19
10.1	Purpose of Assessments.....	19
10.2	Covenants to Pay.....	19
10.2.1	Funds Held in Trust.....	19
10.2.2	Offsets.....	19
10.2.3	Rights to Profits.....	19
10.3	Basis of Assessment; Commencement of Assessments.....	19
10.3.1	Commencement of Operating Assessments.....	19
10.3.2	Commencement of Reserves.....	19
10.4	Annual Assessments.....	19

10.4.1	Budgeting.....	20
10.4.2	Allocation of Assessments.....	20
10.4.3	Nonwaiver of Assessments.....	20
10.5	Special Assessments.....	20
10.5.1	Correct Deficit.....	20
10.5.2	Special Obligations of an Owner.....	20
10.5.3	Repairs.....	20
10.5.4	Capital Improvements.....	20
10.5.5	Reimbursement Assessments.....	21
10.5.6	Employment of Agents, Advisers and Contractors.....	21
10.6	Working Capital Assessment.....	21
10.7	Accounts.....	21
10.7.1	Types of Accounts.....	21
10.7.2	Reserve Account.....	22
10.7.2.1	General Operating Reserve.....	22
10.7.2.2	Special Reserve.....	22
10.7.2.3	Calculation of Reserve Assessment; Reserve Study.....	22
10.7.2.4	Loan From Reserve Account.....	23
10.7.2.5	Increase or Reduction of Reserve Account Assessment.....	23
10.7.2.6	Investment of Reserve Account.....	23
10.7.2.7	Refunds of Assessments.....	23
10.7.3	Current Operating Account.....	23
10.8	Default in Payment of Assessments, Enforcement of Liens.....	23
10.8.1	Personal Obligation.....	23
10.8.2	Association Lien.....	24
10.8.3	Interest; Fines; Late Fees; Penalties.....	24
10.8.4	Acceleration of Assessments.....	24
10.8.5	Association's Right to Rents; Receiver.....	24

ARTICLE 11

GENERAL PROVISIONS.....	24	
11.1	Records.....	24
11.2	Indemnification of Directors, Officers, Employees and Agents.....	25
11.3	Enforcement; Attorneys' Fees.....	25
11.4	Construction Defect Claim Procedure.....	26
11.5	Severability.....	26
11.6	Duration.....	26
11.7	Amendment.....	26
11.8	Release of Right of Control.....	26
11.9	Unilateral Amendment by Declarant.....	26
11.10	Resolution of Document Conflicts.....	27

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CEDAR BROOK PUD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENCHANTMENT GLEN (“Declaration”) is made by D.R. Horton, Inc.-Portland, an Delaware corporation (“Declarant”).

RECITALS

Declarant is the owner of all the real property and improvements thereon located in the County of Washington, State of Oregon, described as follows (the “Property”):

Declarant intends to develop Cedar Brook as a Class I planned community. To establish Cedar Brook as a planned community, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and Common Area in Cedar Brook.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Cedar Brook to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the Common Area and facilities, maintain, repair and replace certain portions of the Lots, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

All of the Lots in Cedar Brook will be improved with ____ single-family homes.

The Declarant shall convey Tracts A, B, D, E, G, H, J and K to the Cedar Brook Homeowners’ Association (“Association”). The Association shall assume the maintenance obligation of such Tracts for the benefit of the Owners and assess the Owners of all Lots equally for the expenses. Tracts X and X will be conveyed by the Declarant to the City of Sherwood.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550 to 94.783) and subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

**ARTICLE 1
DEFINITIONS**

1.1 “Architectural Review Committee” or “ARC” shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 “Articles” shall mean the Articles of Incorporation for the nonprofit corporation, Cedar Brook Homeowners’ Association, as filed with the Oregon Secretary of State.

1.3 “Association” shall mean and refer to Enchantment Glen Homeowners’ Association, its successors and assigns.

1.4 “Board” shall mean the Board of Directors of the Association.

1.5 “Bylaws” shall mean and refer to the Bylaws of the Association which shall be recorded in the Washington County, Oregon, deed records.

1.6 “Common Area” shall mean and refer to Tracts A, B, D, E, F, G, H, I, J and K shown on the recorded Plat of Cedar Brook, including any improvements located thereon, which areas and improvements are intended to be devoted to the common use and enjoyment of the members and which land has been conveyed to the Association. Tract J shall be a park and open space. Tract F is a private road. Tracts A, C, D, G, H, I, and K are landscaped areas. Tract B is a public pedestrian and bicycle access easement area.

1.7 “Commonly Maintained Property” shall mean the chain link fencing along the southern boundary of the Property, the wooden and stone fencing along the boundary of the Lots adjoining SW 234th Avenue, the fencing and landscaping around the water quality facility located on Tract F, the cedar fencing dividing each Lot and the right-of-way planter strips between all sidewalks and street curbs, including all street trees and associated landscaping.

1.8 “Declaration” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.9 “Declarant” shall mean and refer to D. R. Horton, Inc.-Portland, a Delaware corporation, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.10 “Cedar Brook” shall mean Lots 1 through 65 of the Property and Tracts A, B, C, D, E, F, G, H, I, J and K as designated on the Plat of Cedar Brook.

1.11 “General Plan of Development” shall mean Declarant’s general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.12 “Home” shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.13 “Lot” shall mean and refer to each and any of Lots 1 through 65, inclusive; provided, however, that “Lot” shall not include and Tracts.

1.14 “Members” shall mean and refer to the Owners of Lots in Cedar Brook.

1.15 “Mortgage” means a recorded first mortgage, first trust deed, a first contract of sale that creates a first lien against a Lot, and “mortgagee” means the holder, beneficiary or vendor of such mortgage, trust deed or contract of sale, but only when such

holder, beneficiary or vendor notifies the Association in writing of the existence of such mortgage and gives the Association a current name and mailing address.

1.16 "Occupant" shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee or any other person authorized by the Owner to occupy the Home.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.18 "Plat" shall mean and refer to the Plat of Cedar Brook recorded in the Plat Records of Washington County, Oregon, at Book _____, Pages _____, on _____, 2013.

1.19 "Property" shall have the meaning attributed to such term in the Recitals of this Declaration.

1.20 "Reserve Account(s)" shall mean and refer to an account set up by the Board to hold funds for construction, improvements or maintenance of the Common Area and the Commonly Maintained Property.

1.21 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

1.22 "Tracts" shall mean and refer to Tracts A, B, D, E, F, G, H, I, J and K as shown on the Plat.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Washington County, Oregon, and described in that certain Plat maps entitled "Cedar Brook", filed in the plat records of Washington County, Oregon. The initial development consists of Lots 1 through 65, and Common Area Tracts A, B, D, E, F, G, H, I, J and K. Declarant does not intend to build any improvements other than the improvements delineated on the Plats for Cedar Brook.

2.2 Annexation of Additional Property. Additional Property may be added by Declarant to Cedar Brook without the approval of any other Owner or the Association. Provided, however, such Additional Property must be residential Lots or Common Area Tracts, must abut to some portion of the Property or would abut except for intervening public streets or other publicly owned real property, and must be annexed by a supplemental declaration not later than twenty (20) years from the date the Declaration is recorded. The annexation of such real property shall be accomplished as follows:

2.2.1 Supplemental Declaration. The Owner or Owners of such real property shall record a supplemental declaration which shall be executed by or bear the approval of Declarant and shall among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2.2 Annexed Property a Part of Cedar Brook. The property included in any such annexation shall thereby become a part of Cedar Brook and the Association shall accept and exercise administration of any supplemental declaration with respect to such property.

2.2.3 Voting Rights of Annexed Lots. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth in Section 7.3 below.

2.2.4 Annexed Lot Owners as Members. After complying with the procedures for annexation and upon conveyance of the first Lot in the annexed property to an Owner, Owners of Lots in the annexed property shall be Members, shall be subject to this Declaration and shall be entitled to the use and enjoyment of all Common Area in Cedar Brook in the manner and for the purpose for which such Common Areas are intended to be used and enjoyed. The Association shall reallocate the regular assessments to assess each Owner of a Lot in Cedar Brook an equal share of the total expenses of the Association. Provided, however, if there are Common Areas subsequently annexed to Cedar Brook which substantially benefit less than all the Lots, the cost to maintain, repair and replace the Common Area and the improvements thereon shall be assessed equally against only the Lots receiving such benefit.

2.3 Deannexation and Amendment. Declarant reserves the right, at its sole option, to (i) amend this Declaration or any supplemental declaration by executing and recording an amendment (provided that the amendment is consistent with this Article), or (ii) remove from the effect of this Declaration any property described in the Declaration or supplemental declaration concerning any Additional Property by executing and recording a rescission of the annexation of specified Lots or Tracts to this Declaration as long as all of the following conditions are satisfied at the time of the execution and recordation of the amendment or rescission: (a) no Lot in the Additional Property has been conveyed to an Owner; and (b) assessments have not commenced for any Lot in the annexed property.

2.4 Amendment. After the conversion of Class B membership to Class A membership, this Article may not be amended without the consent of Declarant as long as the Declarant owns a Lot or has a right to annex Additional Property to Cedar Brook.

2.5 Annexation With Approval of Membership. In addition to the rights of Declarant pursuant to Section 2.2, the Association or Declarant may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of holders of at least seventy-five percent (75%) of the Class A voting power of the Association, and the written consent of the Class B Member, if any. Such annexation shall be accomplished by filing a supplemental declaration in the official records of Washington County,

Oregon describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such supplemental declaration shall be signed by the President and Secretary of the Association and by the owner of the annexed property. Any such annexation shall be effective upon the filing for record of such supplemental declaration, unless otherwise provided therein.

ARTICLE 3 **OWNERSHIP AND EASEMENTS**

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Cedar Brook.

3.2 Ownership of Lots. Title to each Lot in Cedar Brook shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Area. Title to any Common Area shall be conveyed to the Association not later than the date of the Turnover Meeting.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat.

3.4.2 Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Area in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy,

use, enjoyment or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests or invitees.

3.4.4 Additional Easements; Public Walkway Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Cedar Brook. Many of the Lots are subject to public walkway and utility easements as shown on the Plat. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

3.4.5 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Area as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.4.6 Easement to Governmental Entities. Declarant grants a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties as utility providers.

3.4.7 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, upon a two-thirds (2/3) vote of the Board members at a duly called and held Board meeting.

3.4.8 Perimeter Easements Benefiting Owners. Every Lot shall be subject to an easement three (3) feet wide over the Lot's perimeter for purposes of allowing neighbor's Owners to maintain and repair their Homes and landscaping.

3.5 Easements for Lot Drainage System. Each Lot shall be subject to an easement for the construction and permanent installation of a drainage system located generally at the rear of each Lot or along adjoining Lot boundaries. The easements shall pertain to the location of the drainage system as constructed in the Lots by Declarant. The easement rights in each Lot shall also allow for the discharge of water from adjoining Lots. Maintenance of the drainage system shall be performed by the Lot Owners, with each Owner maintaining that portion of the drainage system located on his or her Lot.

ARTICLE 4 **LOTS AND HOMES**

4.1 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials or supplies

used in connection with any trade, service or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Cedar Brook, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers in such Owner's residence in conformance with the ordinances of the City of Sherwood. The Board shall not approve commercial activities otherwise prohibited by this Section 4.1 unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Landscaping. Each Lot Owner other than Declarant shall obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping in the yards. Landscaping for all portions of a Lot shall commence within sixty (60) days after final building inspection by the local government jurisdiction and shall be completed within six (6) months after such inspection. This Section 4.2 shall apply to Lots with finished Homes being held for sale as well as to other Lots. If plantings in the yards of Lots have died or are dying because the Owner of the Lot neglected to properly care for and irrigate the plants, or if plantings on any Lot have died or are dying because of other harm to the plants caused by such Owner, the Association shall replace the plantings and may assess the Owner for the cost as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws. The Association shall be responsible for maintaining the planter strips between the sidewalks and street curbs of each Lot. Such maintenance shall include mowing, irrigation and maintenance of all street trees in accordance with the City of Hillsboro's approved street tree plan. In the event that the Association is not adequately maintaining the right-of-way planter strips or street trees, the City of Sherwood may assume such maintenance and assess all costs against the Association. This provision may not be amended or removed without the consent of the City of Sherwood.

4.3 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, screens, walks, patios, chimneys and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period. Insurance purchased by the Association may be used to affect such repairs, subject to the Association's Board of Directors' right to adjust the losses with the Association's insurance carrier.

4.4 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.4.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental or lease agreement;

4.4.2 Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days;

4.4.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

4.5 Animals. No animals, livestock or poultry of any kind, other than a reasonable number of household domestic pets (dogs and cats) that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. Excluded from the foregoing restriction shall be birds, fish, small reptiles and small animals which are kept in cages or tanks which are permanently kept within the interior of a Home. Any Lot owner who maintains any pet upon any portion of Cedar Brook shall be deemed to have agreed to indemnify and hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. Such owner shall further abide by all governmental sanitary laws and regulations, leash and other local and state laws relating to pets and rules or regulations of the Association created by the Board of Directors. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises upon the delivery of the third notice in writing of a violation of any rule, regulation or restriction governing pets within Cedar Brook. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

4.6 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants. No outside burning of leaves, debris, trash, garbage or household refuse shall be permitted.

4.7 Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any part of the Common Area, or on any streets on or adjacent to the Property at any time or for any reason, including loading or unloading, and may not be parked on any Lot for more than six (6) hours or such other period as may be permitted by the Association Rules and Regulations. The garage on each Lot shall be used to park the occupant's primary passenger vehicle, and for no other purpose. As required by the City of Sherwood Planning Commission, all Occupants shall park their vehicles in the garage on their respective Lot or in the Lot's driveway. In addition, street parking shall comply with all applicable laws and ordinances of the City of Sherwood. The Board may adopt such reasonable rules and regulations as it deems necessary, consistent with this Section 4.7.

4.8 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked upon the Common Area or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in a “state of disrepair” when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.9 Traffic Rules and Regulations. The Board of Directors may adopt speed limits, use restrictions and other traffic-related rules and regulations for the private street, and shall have the right and authority to enforce such rules and regulations, and the right to levy fines and other sanctions for violations.

4.10 Signs. No signs shall be erected or maintained on any Lot except that not more than one (1) “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.9 shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three (3) days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three (3) days after the sale closing date.

4.11 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Area or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings or any similar materials from any Lot, any streets or the Common Area where deposited by such Owner or the Occupants of such Owner’s Lot after notice has been given by the Board to the Owner, the Association may have such materials removed and charge the expense of such removal to the Owner. Such charge shall constitute a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.12 Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC. As required, fences and hedges shall have convenient access ways to allow the Association to carry out its maintenance of the perimeter fencing. The standard fence style shall be “good neighbor” fence, as shown in Exhibit B, that is not more than six (6) feet high. Fences shall remain unstained or be stained with Olympic Clear Tone or Olympic #716 Cedar Natural, or an equivalent color. Subject to ARC approval, powder coated chain-link fences may be allowed in water quality facilities or abutting open space areas. The Board may adopt a resolution to modify the fence stain and style specifications of this section as it deems necessary.

4.13 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC. No on-site storage of gasoline, heating or other fuels or any flammable liquids or gases shall be permitted on any part of a Lot or the Property, including any Home, except that up to five (5) gallons of fuel may be stored in each Home for emergency purposes and for the operation of lawn mowers and similar tools or equipment.

4.14 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Common Area or Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner's Lot. They shall be screened from neighboring Lots to the extent possible. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement and screening of antennas, satellite dishes and other similar devices. This section and any rules adopted hereunder shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

4.15 Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot.

4.16 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops. Basketball hoops shall be prohibited in the Common Area and on any Lot if the area of play is intended to be the street or any Common Area.

4.17 Grades, Slopes and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Cedar Brook so as to affect any other Lot or Common Area or any real property outside Cedar Brook unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for Cedar Brook.

4.18 Tree Cutting Restrictions. No tree the diameter of which is six (6) inches or more may be removed from any Lot without the prior approval of the ARC, unless it is diseased, poses an immediate danger to persons or property, or is within ten (10) feet of an existing or proposed building or five (5) feet of a paved surface. Provided, however, the ARC shall have unfettered authority, but not the obligation, to cause the Association to trim or top trees, shrubs or hedges located on any Lot that is creating a nuisance, is damaging or is a threat to Commonly Maintained Property or which increases the cost of insurance for the Association.

4.19 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged

improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article 6 are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter. The Association and Owners whose Homes are in the same building shall cooperate in respect to repair and reconstruction and application of available insurance proceeds.

4.20 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Cedar Brook, the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board shall conduct, a hearing on the matter. The Owner's request shall be in writing delivered within five (5) days after receipt of the notice, and the hearing shall be conducted within not less than five (5) days nor more than twenty (20) days after the request for a hearing is received. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.21 Association Rules and Regulations. The Board from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association. Subject to approval or consent by the Board, the ARC may adopt rules and regulations pertinent to its functions.

4.22 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.23 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.24 Declarant Exemptions. The Declarant shall be exempt from the application of Section 4.9.

ARTICLE 5 **COMMON AREA**

5.1 Use of Common Areas. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. There shall be no parking, loading, unloading or “standing” of any kind or of any type of vehicle on the Common Area for any length of time. The Association shall post “No Parking” signs on the Common Area.

5.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area except where such maintenance is provided by the City of Sherwood, Washington County, a government agency or utility company at the equal expense of the Owners of the Lots. The Association shall keep the Common Area in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area.

5.3 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement located on the Common Area. A proposal for any construction of or alteration, maintenance or repair to any such improvement may be made at any Board meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws, this Declaration; provided, however, no improvements may be made to the Common Area except the construction, repair and reconstruction of the private streets, utility installations, landscaping, curbs and sidewalks.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. As provided in Section 10.5, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.

5.5 Landscaping. All landscaping on any Lot or on the Common Area shall be maintained and cared for in a manner that is consistent with Declarant’s or the ARC’s original approval of such landscaping. Weeds and diseased or dead lawn, tree, ground cover or shrubs shall be removed and replaced. Lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. The Owners shall maintain all portions of the landscaping on their Lots. All landscaping shall be irrigated in a horticulturally proper manner, subject to water use restrictions or moratoria by government bodies or agencies.

5.6 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board in a manner that, in the Board’s discretion, is in the best interest of the Association and the

Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action or settlement in connection with such matters.

5.7 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constructed or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

5.8 Power of Association to Sell, Convey or Grant Security Interest in Common Area. The Association may sell, convey or subject to a security interest any portion of the Common Area pursuant to the processes and limitations set forth in ORS 94.665.

5.9 Public Use of Lands. ORS 105.672 through 105.700 exculpate owners of lands who allow the general public upon their lands for purposes of recreation, and the liability of the Declarant and the Association and its members shall be limited as provided thereby.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

6.2 Architectural Review Committee, Appointment and Removal. Declarant reserves the right to appoint all members of the ARC and all replacements thereto Cedar Brook is one hundred percent (100%) built out. The ARC shall consist of no fewer than three (3) members and no more than five (5) members. Each ARC member shall serve for one (1) year. After build out, Declarant shall assign to the Board the right to appoint and remove members of the ARC. Board members and persons who are not Owners but who have special expertise regarding the matters that come before the ARC may serve as all or some of the ARC's members. In the Board's sole discretion, non-Owner members of the ARC may be paid. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC.

6.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines (“Architectural Standards”). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features that may be used in _Cedar Brook; provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

6.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within thirty (30) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed forty-five (45) days. In the event of such extension requests, if the ARC does not render a written decision within fifteen (15) days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Cedar Brook. The ARC may consider siting, shape, size, color, design, height, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. After Declarant has assigned the right to appoint ARC members to the Board, pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, to the Board within ten (10) days after the ARC’s action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding upon the appealing Owner and the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically expire three (3) months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or has constructed an improvement without obtaining ARC approval, sends a notice of noncompliance to such Owner, and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5 p.m. on the third (3rd) day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within ten (10) days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his actual knowledge, acted in good faith.

6.13 Estoppel Certificate. Within fifteen (15) working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Fees. The ARC may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers and other consultants to advise the ARC concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards, including, without limitation, those pertinent to house siting and height. Such fees shall be collectible as assessments pursuant to Article 10.

6.15 Declarant and Successor Exempt From ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans approved by the ARC. However, the Declarant and its successor shall not be exempt from the provisions of Article 4 of the Declaration, except as set forth in Section 4.23.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION; MANAGEMENT

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall transfer automatically membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2 Proxy. Each Owner may cast such Owner's vote in person, by written ballot or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. The Association shall have two (2) classes of voting members:

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

7.3.2 Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following dates (the "Termination Date"):

(a) The date on which the last Lot in Cedar Brook has been sold and conveyed to an Owner other than Declarant; and

(b) The date on which Declarant elects in writing to terminate Class B membership.

After the Termination Date, each Owner, including Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and

the total number of votes shall be equal to the total number of Lots subject to this Declaration, initially or through annexation.

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

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board. Notwithstanding which rule of order is adopted, the President shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

7.5 Professional Management. The Board shall employ a professional manager to manage the affairs of the Association. Without the prior approval of holders of first Mortgages that represent at least fifty-one percent (51%) of the votes of mortgaged Lots, the Association may not terminate professional management and assume self-management. In addition, such decision to establish self-management shall require prior approval of the Owners of Lots to which sixty-seven percent (67%) of the votes in the Association are allocated. Any agreement for professional management shall provide that the management contract may be terminated for cause on thirty (30) days' written notice.

8.6 Sub-associations. Nothing in this Declaration shall be construed as prohibiting the formation of sub-associations within the Property. The Board of Directors of the Association shall assist the sub-associations in the performance of their duties and obligations under their respective covenants, conditions and restrictions, if any, and the Association shall cooperate with each sub-association so that each of those entities can most efficiently and economically provide their respective services to Owners. It is contemplated that from time to time either the Association or a sub-association may use the services of the other in the furtherance of their respective obligations, and they may contract with each other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in an increased assessment by the Association for the particular development or by an item in the sub-association's budget which shall be collected through sub-association assessments and remitted to the Association. If a sub-association fails or is unable to perform a duty or obligation required by its covenants, conditions, and restrictions, then the Association at its option may, after reasonable notice and an opportunity to cure given to the sub-association, perform such duties or obligations until such time as the sub-association is able to resume such functions, and the Association may assess the sub-association or the Owners within the development a reasonable fee for the performance of such functions.

ARTICLE 8 **DECLARANT CONTROL**

8.1 Interim Board and Officers. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting

(as hereinafter defined). The Interim Board shall consist of from one (1) to three (3) members. Notwithstanding the provision of this Section 8.1, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

8.2 Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within sixty (60) days of the earlier of the following dates:

8.2.1 Earliest Date. The date on which the last Lot in Cedar Brook has been sold and conveyed to an Owner other than Declarant; and

8.2.2 Optional Turnover. The date on which Declarant has elected in writing to terminate Class B membership.

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

ARTICLE 9 **DECLARANT'S SPECIAL RIGHTS**

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within Cedar Brook. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Area and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Area.

9.3 Declarant Easements. Declarant reserves easements over the Property as more fully described in Sections 3.4 and 3.5 hereof.

9.4 Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

ARTICLE 10 **FUNDS AND ASSESSMENTS**

10.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of Cedar Brook, for the improvement, operation and

maintenance of the Common Area and the Commonly Maintained Property, for the administration and operation of the Association, and for property and liability insurance.

10.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, major maintenance, repairs and replacement and reserves shall be allocated among the Lots and their Owners as set forth in Section 10.4.2.

10.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 10.1. Upon the sale or transfer of any Lot, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner.

10.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

10.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

10.3 Basis of Assessment/Commencement of Assessments. The Declarant shall pay all common expenses of the Association until the Lots are assessed for common expenses. The amount of the initial annual assessment to Owners other than the Declarant shall be determined by the Declarant. Assessments are to be levied against all Lots whether or not such Lots have been improved with a completed Home; provided, however, the Declarant shall be exempt from paying the operating portion of the assessments on all Lots owned by it, as more specifically set forth in Section 10.3.1 below.

10.3.1 Commencement of Operating Assessments. The date of commencement of the operating portion of the assessment shall be determined by the Declarant; however, in no event shall it commence later than the turnover meeting; provided, however, the Declarant shall be exempt from paying the operating portion of the assessment on all Lots owned by it.

10.3.2 Commencement of Reserves. The reserve portion of the assessment shall commence from date of first conveyance of Lot from the Declarant to a third party. The Declarant may defer payment of accrued reserve assessments for a Lot until the Lot is conveyed to a third person. However, the Declarant may not defer payment of accrued reserve assessments beyond the date of the turnover meeting.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The initial annual assessment shall be determined by Declarant and shall be prorated on a monthly basis at the time of the closing of the first sale from Declarant. For proration purposes, any portion of a month shall count as a full month. Annual assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members.

10.4.1 Budgeting. Each year the Board shall prepare, approve and make available to each member of the Association a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and Commonly Maintained Property and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of such improvements as provided in Section 10.7.2; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area and the Commonly Maintained Property. Notwithstanding that budgeting shall be done on an accrual basis, the Association's books shall be kept on a cash basis and the Association shall be a cash basis taxpayer, unless applicable governmental regulations require otherwise. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy or summary thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, within thirty (30) days after adoption of such budget.

10.4.2 Allocation of Assessments. The total amount in the budget shall be charged equally against all Lots subject to assessment.

10.4.3 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

10.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

10.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

10.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

10.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

10.5.4 Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least eighty percent (80%) of all votes allocated to the Lots.

10.5.5 Reimbursement Assessments. The Association shall levy a reimbursement assessment against any Owner and such Owner's Lot if a failure to comply with this Declaration, Bylaws, Architectural Standards or any Rules and Regulations has (i) necessitated an expenditure of monies by the Association to effect compliance or (ii) resulted in the imposition

of a fine or penalty against such Owner or such Owner's Lot (a "Reimbursement Assessment"). A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association except upon at least ten (10) days' written notice to the Owner being assessed. If, within said ten (10) day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. Upon request for a hearing, the Board shall conduct it not less than ten (10) nor more than thirty (30) days after the request by the Owner, and shall make its decision within not more than thirty (30) days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner's failure to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required prior to levying the Reimbursement Assessment.

10.5.6 Employment of Agents, Advisers and Contractors. The Association, through its Board of Directors, may employ the services of any person or corporation as manager; hire employees to manage, conduct and perform the business, obligations and duties of the Association; employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreational experts, architects, planners, lawyers and accountants; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property; provided, however, the Association may not incur or commit to incur attorney's fees in excess of \$10,000 for any specific matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to attorney's fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them or attorney's fees incurred in collection of assessments. The limitation set forth in this paragraph shall increase by \$1,000 on each fifth anniversary of the recording of this Declaration

10.6 Working Capital Contribution. On the initial sale of each Lot, the purchaser of the Lot shall pay a working capital contribution to the Association in an amount equal to one-quarter (1/4) of the annual Association assessment attributable to the Lot. The working capital contribution is not a payment towards the Association's regular assessments, but instead a contribution to the working capital of the Association. The Declarant may not use the working capital contributions to defray any Association or Declarant costs during the period of Declarant control of the Association.

10.7 Accounts.

10.7.1 Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be clearly designated as (i) the Current Operating Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for major maintenance, repair, and replacement and deferred maintenance of capital improvements into the Reserve Account. Withdrawal of funds for the Association's Reserve Account shall require the signatures of either two (2) Directors or one (1) Director and an officer of the Association who is not a Director. In its books and records, the Association shall account

separately for operating expenses relating to the Common Area/Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Common Area/Commonly Maintained Property and necessary reserves relating to all other matters.

10.7.2 Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of Common Area property and Commonly Maintained Property that normally requires major maintenance, repair or replacement, in whole or in part, within one (1) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

10.7.2.1 General Operating Reserve. The Board of Directors shall create and maintain a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors. This account shall be used to pay expenses which exceed budgeted amounts. The initial working capital required by the Bylaws shall be deposited into such operating reserve account.

10.7.2.2 Special Reserves. Other special reserve funds may be set up by the Board of Directors by special assessments of the Lot owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate.

10.7.2.3 Calculation of Reserve Assessment; Reserve Study. The Board of Directors of the Association annually shall conduct a reserve study which includes a maintenance plan for the Commonly Maintained Property, or review and update an existing study, of the Common Area and Commonly Maintained Property to determine the reserve account requirements. A reserve account shall be established for those items of the Common Area and Commonly Maintained Property all or part of which will normally require replacement in more than one (1) and less than thirty (30) years, for exterior painting, and for the maintenance, repair or replacement of other items as may be required under the Declaration or Bylaws or that the Board of Directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- (a) Identification of all items for which reserves are required to be established;
- (b) The estimated remaining useful life of each item as of the date of the reserve study;
- (c) The estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (d) A thirty (30)-year plan for maintenance, repair and replacement of Common Area and Commonly Maintained Property with regular and adequate

contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

The Board of Directors shall, within thirty (30) days after conducting the reserve study, provide to every owner a written summary of the reserve study and of any revisions to the thirty (30)-year plan adopted by the Board of Directors or the Declarant as a result of the reserve study. The reserve account assessment shall be allocated pursuant to Section 10.4.2.

10.7.2.4 Loan From Reserve Account. After the Turnover Meeting described in Section 8.2, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

10.7.2.5 Increase, Reduction, or Elimination of Reserve Account Assessment. At any time after the second year after the Turnover Meeting, future assessments for the Reserve Account may be increased or reduced by the vote of Owners of Lots representing seventy-five percent (75%) of the votes computed in accordance with Section 7.3; provided, however, this authority of the Owners shall not limit the authority of the Board of Directors to increase or decrease future assessments for the Reserve Account based on reserve studies or updates to any reserve studies.

10.7.2.6 Investment of Reserve Account. Nothing in this Section 10.6 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws or the Rules and Regulations.

10.7.2.7 Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the Reserve Account's balance as a separate item in the sales contract providing for the conveyance of their Lot.

10.7.3 Current Operating Account. All costs other than those to be paid from the Reserve Account pursuant to Section 11.6.2 may be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

10.8.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

10.8.2 Association Lien. The Association shall have a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent. Such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to the Planned Community Act. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender that is recorded before the Association's notice of lien.

10.8.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing address of such Owners. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws or any rule and regulation, other than late fees, fines or interest arising from an Owner's failure to pay regular, special or reimbursement assessments may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

10.8.4 Acceleration of Assessments. If an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.8.5 Association's Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of such Owner's Lot or shall be entitled to the appointment of a receiver.

ARTICLE 11

GENERAL PROVISIONS

11.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and Board committees, and the Association's financial

records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

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

11.3 Enforcement; Attorneys' Fees. The Association and the Owners and any mortgagee holding an interest on a Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorneys' fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

11.4 Construction Defect Claim Procedure. No litigation shall be commenced against the Declarant, contractor or builder of the Home or any Owner of a Lot in respect to any

alleged defect in a Home or on any Common Area except in compliance with the process set forth in Oregon Revised Statutes 701.560 to 701.595 and ORS 701.605.

11.5 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

11.6 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 12.7.

11.7 Amendment. Except as otherwise provided in Section 11.6 or ORS 94.590, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act and that no amendment affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns, including, without limitation, amendment of this Section 12.7.

11.8 Release of Right of Control. Declarant may give up its right of control in writing at any time by notice to the Association.

11.9 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

11.10 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Cedar Brook, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.

IN WITNESS WHEREOF, Declarant has executed this instrument this _____ day of _____, 2013.

Declarant:
D.R. HORTON, INC.-PORTLAND, a
Delaware corporation

By: _____
*M. Scott Clark, City Manager and Vice
President*

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on _____, 20__ by M. Scott Clark as Vice President of D.R. Horton, Inc.-Portland.

Notary Public – State of Oregon



City of Sherwood Police Department

20495 SW Borchers Drive
Sherwood, OR 97140
Ph: 503-625-5523 ♦ Fax: 503-925-7159



Residential Parking District FACT SHEET

- All cars parked on the street during specified enforcement periods will need a permit.
- The permits are not valid outside any residential parking district as established and cannot be used at other locations within the City.
- Parking permits are available through the Sherwood Police Department. Applications are only accepted through the mail. Residents simply apply per the instructions on the application and the permits will be mailed to you. Once received, the permits need to be placed on the driver side of the car, on the inside of the windshield or rear window. The stickers must be facing out. All guest permits need to be hung on the rear view mirror, facing out.
- The Sherwood Police Department pays for the permits and there is no cost to residents. Residents can receive (2) two static cling window permits per household and 1 (one) mirror hang guest permit. Permits are good for two calendar years, January through December.
- Parking on the streets within the residential parking district without a permit will be prohibited during the specified enforcement period, for each specific district.
- The enforcement period may vary from district to district. To check the enforcement period for any specific district, refer to the reply letter you received with your permits, or contact the Sherwood Police Department.
- For special circumstances, like day-time gatherings, etc., residents may apply as needed for additional, one time use guest permits.
- The Sherwood Police Department will handle requests for special exceptions and/or circumstances on a case by case basis.
- Any permit holders who misuse or allow misuse of their permit will be subject to a revocation of permit privileges.

For additional information, contact the Sherwood Police Department at 503-625-5523.



City of Sherwood Police Department

20495 SW Borchers Drive

Sherwood, OR 97140

Ph: 503-625-5523 ♦ Fax: 503-925-7159



Permit#: _____

Residential Permit Parking Application

****Decals issued by mail only.****

Basic Information:

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Permit Information:

How many static window decals do you wish to receive? _____ (Limit two per address.)

Year _____ Make _____ Model _____ Color _____

Year _____ Make _____ Model _____ Color _____

Will you require a mirror hang guest permit? Yes No (Limit one per address.)

Understanding:

In order to receive my permit(s), I understand and will abide by the following, as indicated by my signature below:

- I am the authorized resident at the above listed address
- I agree to use my assigned static window permit(s) only on the above listed vehicles
- I agree to only allow use of my guest permit by guests at my residence, as listed above
- I agree the permits remain the property of the City of Sherwood, are only valid in the permit parking area and can be revoked if misused
- I agree to immediately surrender all permits upon selling any of the above vehicles and/or moving outside the permit parking area

Date

Signature

Mail completed application to:

Sherwood Police Department, ATTN: Parking Permit
20495 SW Borchers Drive
Sherwood, OR 97140

New Business Agenda

Item A

**CITY OF SHERWOOD
Staff Report**

**June 16, 2014
File No: LA 14-01**

Kelley House Addition

TO: Planning Commission

Pre-App. Meeting: N/A
App. Submitted: May 21, 2014
App. Complete: June 2, 2014
Hearing Date: June 24, 2014
120 Day Deadline: September 30, 2014

From:



Brad Kilby, AICP, Planning Manager

Proposal: The applicant is proposing a Landmark Alteration for a 1,500 square foot addition to an existing home in Old Town. The property is zoned Medium Density Residential Low (MDRL) and located within the Smockville area of the Old Town Overlay. The applicant's submittal materials are attached to this report as Exhibit A.

I. BACKGROUND

Applicant/Owner: Rob Kelley
22455 SW Oak Street
Sherwood, OR 97140

Contact: Rob Kelley
503-939-7140

- B. Location: 22455 SW Oak Street. WCTM 2S132BA tax lot 02900.
- C. Parcel Size: 5,000 Square Feet
- D. Existing Development and Site Characteristics: The site is fairly flat and currently developed with an existing single-family residence and detached garage.
- E. Site History: According to the owner, the home was constructed in the 1930's or 1940's. The most recent historical survey conducted and reported to the Planning Commission in 2012 refers to the home as a minimal traditional style of architecture.
- F. Zoning Classification and Comprehensive Plan Designation: The subject property is zoned (MDRL) Medium Density Residential Low within the Smockville area of the Old Town Overlay zone, a designated historic district which seeks to preserve and enhance the area's commercial viability and historic character.

- G. Adjacent Zoning and Land Use: The subject property is surrounded on four sides by properties that are also zoned MDRL. The property directly to the west of the site is vacant. Properties to the south include the parking lot for the Argonne Post of the American Legion. Properties to the north and east are developed with single-family residences.
- H. Review Type: Because the proposed alterations are to a building located within the Sherwood Old Town overlay, the application is subject to a Type IV review which requires review and approval by the Planning Commission after conducting a public hearing. An appeal would be heard by the Sherwood City Council.
- I. Public Notice and Hearing: This application was processed consistent with the standards in effect at the time it was submitted. A neighborhood meeting was held on April 2, 2014 and an open house invitation on April 3, 2014 at the subject site in downtown Sherwood. Nobody attended the meeting or open house.

Notice of the application was mailed to property owners within at least 1,000 feet of the subject property and posted on the property and in five locations throughout the City on June 2, 2014 in accordance with Section 16.72.020 of the SZCDC. The notice was published in the June 1st edition of the Gazette, and in the June 19th edition of the Tigar Times (a paper of general circulation) in accordance with Section 16.72.020 of the SZCDC.

- J. Review Criteria: Sherwood Zoning and Community Development Code, (16.12 Residential Land Use Districts- MDRL) 16.162 (Old Town Overlay District), and where applicable 16.168 (Landmark Alteration).

II. PUBLIC COMMENTS

Public notice was mailed and posted on the property, and in five locations throughout the City on June 2, 2014. Staff received no public comments as of the date of this report. However, comments are accepted until the Planning Commission closes the public hearing.

III. AGENCY COMMENTS

Staff sent e-notice to affected agencies on June 2, 2014. The following is a summary of the comments received. Copies of full comments are included in the record unless otherwise noted.

Sherwood Engineering Department: The City Engineer provided comments that indicated that all public services were currently available to the site, and that any new easements for public or private utilities would need to be recorded with Washington County. Any public infrastructure improvements or upgrades would need to be protected with a two-year maintenance bond.

Clean Water Services: Provided written comments indicating that they have no concerns or objections to the proposal.

PGE: Henry English of PGE provided e-mail comments indicating that there were no apparent conflicts to the service provider, and stated that any upgrades or relocation of service would need to be reviewed and approved.

Tualatin Valley Fire and Rescue: John Wolff, Fire Marshall with TVFR provided an e-mail indicating that the district had no objections or concerns to the proposal.

The Sherwood Building Department, Public Works, METRO, BPA, Raindrops to Refuge, Tri-Met, the Sherwood School District, Washington County, PGE, Kinder Morgan Energy, and NW Natural Gas were also notified of this proposal and did not respond or provided no comments to the request for agency comments by the date of this report.

IV. APPLICABLE CODE PROVISIONS

16.12 Residential Land Use Districts

16.12.020. - Allowed Residential Land Uses

A. Residential Land Uses

The table below identifies the land uses that are allowed in the Residential Districts. The specific land use categories are described and defined in Chapter 16.10.

RECOMMENDED FINDING: Single-Family residences are an outright permitted use within the MDRL Zone. The proposed addition to the home would therefore be an expansion of an outright permitted use.

16.12.030 Residential Land Use Development Standards

B. Development Standards

Except as modified under Chapter 16.68 (Infill Development), Section 16.144.030 (Wetland, Habitat and Natural Areas) Chapter 16.44 (Townhomes), or as otherwise provided, required minimum lot areas, dimensions and setbacks shall be provided in the following table.

C. Development Standards per Residential Zone

STAFF ANALYSIS: Table 16.12.030.C. outlines the minimum dimensional requirements for development within the residential zoning on properties in the City of Sherwood. The lot that the home sits on is an existing 5,000 square foot lot. The minimum lot size in the MDRL is 5,000 square feet. The minimum lot width at the building line is 50 feet and the minimum lot depth is 80 feet for the MDRL zone. In this case, the lot width at the building line is 50 feet and the lot depth is 80 feet. The maximum height within the MDRL zone is 30 feet or 2 stories whichever is less. As proposed, the addition would be a two-story 25 foot high structure. The existing home does not meet the minimum required setbacks. The existing setbacks appear to be 9-feet to the property line along SW First Avenue. The setback to SW Oak Street appears to be 4-feet to the home and 8-feet to the face of the garage. The rear yard setback appears to be 2-feet to the property line, and the side yard setback to the west property line looks to be 10 feet.

The applicant proposes to add living space between the existing primary home and the garage along the existing building line as it fronts SW Oak Street. The existing home and the expansion would be nonconforming with respect to the setbacks along SW Oak Street, but would not exacerbate any of the existing setback non-conformities to the other property lines. All other development standards outlined by the table in 16.12.030.C are satisfied by the proposal.

Section 16.162.070.F allows the non-conforming use restrictions within Chapter 16.48 to be waived by the Commission when, in their determination, it is fully consistent with the goals and standards of the OT overlay zone and other city guidelines to preserve, restore, and enhance historic resources. All buildings within the existing Old Town Overlay are considered landmarks, and reviewed under the provisions of the landmark alterations chapter. Section 16.48.070.B allows a non-conforming structure to be enlarged if in the Commission's determination, the change will not have greater adverse impacts on surrounding properties, in this instance, with respect to the character and history of development in the surrounding area, the comparative visual appearance, or other factors which tend to reduce conflicts or compatibility with the character or needs of the area.

The approval criteria related to expanding non-conforming structures are subjective, but in staff's view, there are several instances of single-family residences in Old Town with non-conforming setbacks. Many of these cases are the result of construction practices that predate modern zoning. There have been no comments or any information presented to staff to indicate why this proposed expansion would negatively impact surrounding properties or negatively affect the goals and aspirations of the Old Town overlay zone. As mentioned previously, the setback affected by this expansion in no way increases the impacts on surrounding properties. The expansion and existing home along this setback continues to be separated from the nearest structure by the width of the setback on this property, the setback on the other property, and an intervening right-of-way.

RECOMMENDED FINDING: With the exception of the setbacks to property lines, all of the dimensional requirements of table 16.12.030.C. In reference to the setbacks and the proposed expansion, the only setback affected by the proposal is the setback along SW Oak Street which is currently 4-feet. The proposed expansion is located within the Old Town Overlay, and after review of the proposal there is no evidence presented within the record to suggest that the proposal is inconsistent with the goals and standards of the Overlay zone to preserve, restore, and enhance the zone. In other words, this is a single-family home whose expansion either meets, or has been conditioned to meet the design standards outlined in Section 16.162 (Old Town Overlay District). Therefore, the Planning Commission sees no reason to allow the proposed structure to be expanded consistent with the proposal simply because the setback is not met.

A. Division IX – Historic Resources

The applicable provisions of Division IX include:

16.162 Old Town Overlay District (OT)

16.162.060 Dimensional Standards

In the OT overlay zone, the dimensional standards of the underlying RC, HDR and MDRL zones shall apply, with the following exceptions:

- A. Lot Dimensions - Minimum lot area (RC zoned property only): Twenty-five hundred (2,500) square feet.**
- B. Setbacks - Minimum yards (RC zoned property only): None, including structures adjoining a residential zone, provided that Uniform Building Code, Fire District**

regulations, and the site design standards of this Code, not otherwise varied by this Chapter, are met.

- C. **Height** - The purpose of this standard is to encourage 2 to 4 story mixed-use buildings in the Old Town area consistent with a traditional building type of ground floor active uses with housing or office uses above.

Except as provided in Section 16.162.080, subsection C below, the maximum height of structures in RC zoned property shall be forty (40) feet (3 stories) in the "Smockville Area" and fifty (50) feet (4 stories) in the "Old Cannery Area". Limitations in the RC zone to the height of commercial structures adjoining residential zones, and allowances for additional building height as a conditional use, shall not apply in the OT overlay zone. However, five foot height bonuses are allowed under strict conditions. Chimneys, solar and wind energy devices, radio and TV antennas, and similar devices may exceed height limitations in the OT overlay zone by ten (10) feet.

Minimum height: A principal building in the RC and HDR zones must be at least sixteen (16) feet in height. (Ord. 2006-009 § 2)

- D. **Coverage** - Home occupations permitted as per Chapter 16.42 and Section 16.162.030 may occupy up to fifty percent (50%) of the entire floor area of all buildings on a lot. (Ord. 2002-1128 § 3; 94-946; 87-859)

STAFF ANALYSIS: The property is zoned Medium Density Residential Low (MDRL). The proposed expansion is subject to the dimensions of Chapter 16.12 which have been discussed previously in this report. There are no home occupations associated with this use or request.

RECOMMENDED FINDING: These criteria are not affected by the proposed expansion.

16.162.090 OLD TOWN SMOCKVILLE DESIGN STANDARDS

B. REMODELING OF EXISTING RESIDENTIAL AND COMMERCIAL STRUCTURES

Remodeling Standard 1: Original Elements

Elements that are original to a vintage, traditional or historic structure (defined in this standard as primary, secondary, or any structure 50 years or older that is eligible for landmark designation and professionally surveyed) are an important characteristic. These elements enhance appeal and retain the overall historic fabric of a neighborhood. In most cases, buildings with these original parts can and should be restored, first by restoring the original and, if that is not possible, replacing only those parts that are missing or badly damaged with in-kind material. With few exceptions, total replacements are unnecessary unless the original materials were not historically compatible or traditional at the time of construction. The Secretary of the Interior's Standards for Rehabilitation should be consulted in situations not covered by these standards. Where alterations to an exterior structure are proposed, they shall conform to the following:

- a. **Doors: The original door and opening shall be retained, unless beyond local repair. If a new door must be used the style should match the original whenever possible.**

STAFF ANALYSIS: The existing home was built in the 1930's-1940's. This particular structure was not surveyed as part of the 1989 historic survey of Sherwood. The proposed alterations appear to include the removal of the door and porch that front SW Second Avenue, and place a primary entrance along the SW Oak Street frontage. According to the applicant, the proposed addition will maintain all door and window designs of the existing structure. In a cursory review by staff, the applicable Secretary of the Interior's Standards for Rehabilitation indicate that preservation is preferred over removing characteristics, but when removal is necessary, "New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment." And, "New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired." The expansion is proposed in a way that does not appear to compromise the overall characteristic of the home, and will definitely be distinct from the original structure in that it is two stories as opposed to one.

- b. **Windows: Original windows shall be retained and, if necessary, restored to working condition. If desired, they can be insulated using the energy conservation methods listed below. Original glass should be retained whenever possible. If all of the above is not possible, then the frame shall be retained and a true retrofit sash replacement shall be installed that matches the glass pattern of the original window.**

STAFF ANALYSIS: The proposed alterations appear to retain all of the existing windows with the exception of those located on the northeast elevation of the existing home. The windows would be replaced with the wall of the proposed expansion. The applicant's designer has indicated that the style of the existing windows will be maintained on the street facing sides of the home.

- c. **Chimneys: Chimneys made of brick or stone shall be retained, and repaired using proper masonry techniques and compatible mortar that will not chemically react with the original masonry and cause further deterioration. If the chimney is no longer in use, the opening should be covered with a metal or concrete cap. If the chimney is to be used, but has been determined to be unsound, the chimney masonry should be retained, as above, and a new flue inserted into the opening.**

STAFF ANALYSIS: There are no proposed chimneys with this expansion. The existing chimney does not appear to be made of brick as it is wrapped in tar paper and has a metal cap. The existing chimney would need to be removed for the proposed expansion.

- d. **Skylights: Skylights should be placed on the side of the structure not visible from the public right of way, and should be of a low profile type design.**

STAFF ANALYSIS: There are no proposed skylights with this alteration.

- e. **Gutters: Original gutters should be retained, if possible. Half round gutters and round downspouts are highly desirable, and can be obtained from local manufacturers.**

STAFF ANALYSIS: The plans do not include the removal or installation of gutters.

- f. **Architectural Elements: Window trim, corner board trim, sills, eave decorations, eave vents, porch posts, and other types of original architectural trim should be retained. If parts are missing, they should be replicated using the same dimensions and materials as the original. If only a portion is damaged, the portion itself should be repaired or replaced, rather than replacing the whole element.**

STAFF ANALYSIS: The applicant's designer indicates that all existing window styles will be maintained with the proposed expansion, but indicates that there are no other existing or proposed unique architectural details.

- g. **Siding: Original siding should be maintained; first repairing damaged sections then, if that is not possible, replacing damaged or missing sections with in-kind matching material. In some cases, original siding may have been overlaid during a later historic period with combed cedar siding, which is a historically appropriate material that may be retained if desired.**

STAFF ANALYSIS: The applicant has proposed to maintain the original siding, and repair any damaged areas with matching materials. The expansion would include matching siding and a 10" belly band to break up the street facing façade.

- h. **Weatherization & Energy Conservation: Modern energy conservation results can be obtained, by using traditional conservation methods. Attics and floors should be insulated to conserve heat loss in the winter and insulate against the heat in the summer. Windows and doors should be caulked around the inside trim, and copper leaf spring type weather stripping or similar installed to seal leaks. Storm windows (exterior or interior mounted) should be put up during the winter months to create insulation. Windows can be further insulated in winter using insulated-type curtains or honeycomb blinds; in summer, curtains or blinds reflect heat. Using deciduous trees and plants for additional sun protection.**

STAFF ANALYSIS: The applicant has indicated that the proposed expansion will meet the today's building codes for weatherization and energy conservation. Existing windows and doors will be caulked around the inside trim and to seal any leaks that are discovered.

RECOMMENDED FINDING: As proposed, the alteration appears to carry on the same theme and materials as the existing home. Original materials are maintained when feasible, and replaced or repaired with like materials when necessary. The proposed alterations are keeping with the existing exterior design and materials; therefore, these criteria have been satisfied.

Remodeling Standard 2: Front Facing Presentation

Traditionally, the portions of a structure facing the public right of way were considered the most important for presenting an aesthetically pleasing appearance. Skylights were not used, and there was very little venting since the structures were not tightly enclosed and wrapped as they are today. Therefore, keeping all modern looking venting and utilities to the side that is not visible from the public right of way is important and greatly adds to the appearance.

- a. Skylights: Skylights shall be placed on the side of the structure not visible from the public right-of-way, and shall be of a low profile design.**
- b. Roof vents: Roof vents should, wherever possible, be placed on the side of the structure least visible from the public right of way, and painted to blend with the color of the roofing material. Where possible, a continuous ridge vent is preferred over roof jacks for venting purposes. In the case of using a continuous ridge vent with a vintage structure, care should be taken in creating inconspicuous air returns in the eave of the building.**
- c. Plumbing vents: Vents should, wherever possible, be placed on the side of the structure least visible from the public right of way, and painted to blend with the color of the roofing material.**

RECOMMENDED FINDING: The proposed alteration does not propose to modify the front facing presentation of the building with skylights, roof vents, or plumbing vents. The applicant has indicated that all roof and plumbing vents will be installed on the rear slope of the home opposite of SW Oak Street and painted to blend in with the composite roofing. This criterion is satisfied.

16.168 LANDMARK ALTERATIONS

16.168.020 ALTERATION STANDARDS

The following general standards are applied to the review of alteration, construction, removal, or demolition of designated landmarks that are subject to this Chapter. In addition, the standards and guidelines of any applicable special resource zone or historic district shall apply. In any landmark alteration action, the Landmarks Advisory Board shall make written findings indicating compliance with these standards.

1. Generally

- A. Every reasonable effort has been made by the property owner, in the City's determination, to provide a use of the landmark which requires minimal alteration of the structure, site, or area.**

STAFF ANALYSIS: The proposed expansion does not appear to alter the architectural appearance of the main structure, although all structures within Old Town are considered landmarks. There is nothing unique to this structure that would make it stand out.

RECOMMENDED FINDING: The proposed alterations are made in a manner that minimizes the alterations to the original character of the building. This criterion is satisfied.

B. In cases where the physical or structural integrity of a landmark is questionable the proposed alterations are the minimum necessary to preserve the landmarks physical or structural integrity, or to preserve the feasibility of the continued occupation, or use of the landmark given its structural condition.

STAFF ANALYSIS: There has been no written or visible evidence provided to suggest that the physical or structural integrity of the building is questionable. The home appears to have withstood the test of time, and appears to be soundly on its foundation.

RECOMMENDED FINDING: This criterion is not applicable to the proposed development.

C. In cases where the landmark has been significantly altered in the past, that it is technically feasible to undertake alterations tending to renovate, rehabilitate, repair or improve the landmark to historic standards given those prior alterations.

STAFF ANALYSIS: The outside of the building does not appear to have been significantly altered in the past. As proposed, the expansion would maintain the historic character of the building consistent with the criteria listed in the Old Town Smockville Design Standards as discussed above.

RECOMMENDED FINDING: The proposed expansion is proposed in a manner that is consistent with the existing character of the structure within the historical context of the site. This criterion is satisfied.

D. The compatibility of surrounding land uses, and the underlying zoning designation of the property on which the historic resource is sited, with the historic resources continued use and occupation, and with the renovation, rehabilitation, repair, or improvement of the resource to historic standards.

STAFF ANALYSIS: The proposed expansion would maintain the existing use. The Old Town overlay includes a mix of uses and this continues the existing use of the structure as a single-family home that is consistent with the historic character of the area.

RECOMMENDED FINDING: The proposed alterations are compatible with the surrounding land uses, and consistent with the Old Town overlay standards. This criterion is satisfied.

E. Alterations shall be made in accordance with the historic character of the landmark as suggested by the historic resources inventory and other historic resources and records. Alterations to landmarks within special historic districts shall, in addition, be made in accordance with the standards and guidelines of that zone or district.

STAFF ANALYSIS: The home is existing, is not recognized within the 1989 Sherwood Historic Resources Inventory, and despite its age, not a recognizable or unique landmark. The proposed expansion is consistent with the historic character of the building.

RECOMMENDED FINDING: The proposed expansion is in accordance with the historic character of the building, and is consistent with the applicable standards and guidelines within the Old Town Overlay, more specifically the Smockville Design standards. This criterion is satisfied.

F. Alterations that have no historic basis and that seek to create a thematic or stylistic appearance unrelated to the landmark or historic district's architectural history and vernacular based on the original architecture or later architecturally or historically significant additions shall not be permitted. (Ord. 2006-009 § 2; 94-990 § 1; 92-946; Ord. 86-851)

RECOMMENDED FINDING: The proposed expansion of the existing home does not seek to redefine the theme of Old Town or include a style that is different than the historic appearance of the structure. The proposal is consistent with the character of the area. This criterion is not applicable.

2. Architectural Features

A. The distinguished original qualities or character of a landmark shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided. Distinctive stylistic or architectural features or examples of skilled craftsmanship which characterize a landmark shall be preserved.

STAFF ANALYSIS: As mentioned previously, the proposed expansion would maintain the majority of the existing structure and carry forward the original character of the home.

RECOMMENDED FINDING: The proposed expansion is sensitive to the historic character of the house, and does not include the destruction of any distinctive architectural features or materials of the existing home. This criterion is not applicable to the proposed alteration.

B. Deteriorated architectural features shall be restored wherever possible. In the event replacement is necessary, the new materials should match the material being replaced in composition, design, color, texture, and other visual qualities.

STAFF ANALYSIS: The applicant has proposed to maintain the original siding, and repair any damaged areas with matching materials. They have proposed to caulk the interior windows and door to seal up any leaks.

RECOMMENDED FINDING: The home does not appear to have any deteriorated architectural features. This criterion is not applicable.

C. Repair or replacement of missing architectural features should be based, wherever possible, on accurate duplications of said features, substantiated by historic, physical, or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

STAFF ANALYSIS: The applicant is proposing to expand the existing structure with architecturally compatible materials utilizing the same dimensions. There are no known missing architectural features unique to this structure.

RECOMMENDED FINDING: This criterion is not applicable to the proposed expansion of the home.

D. The surface cleaning of landmarks shall be undertaken using methods generally prescribed by qualified architects and preservationists. Sandblasting and other cleaning methods that will damage historic building materials shall not be undertaken.

STAFF ANALYSIS: The applicant has not proposed to sandblast or clean the building with any abrasive material that would damage the building.

RECOMMENDED FINDING: This criterion is not applicable to the proposed development.

E. Contemporary design for alterations and additions to landmarks may be allowed when such alterations and additions do not, in the City's determination, destroy significant historical, architectural, or cultural features, and such design is compatible with the size, scale, color, material, and character of the designated landmark or historical district.

STAFF ANALYSIS: The proposed expansion appears to be sensitive to the historic character of the building and as discussed above, appears to be consistent with the underlying design standards for the Old Town Smockville Overlay.

RECOMMENDED FINDING: The proposed house expansion does not destroy the historical, architectural, or cultural features of the building, and is compatible with the district in which the house is located. This criterion is satisfied.

F. Whenever possible, new additions or alterations to landmarks shall be done in such a manner that, if such additions or alterations were removed in the future, the historic form and integrity of the landmark would be unimpaired. (Ord. 94-990 § 1; 92-946; Ord. 86-851)

STAFF ANALYSIS: The proposed addition does not affect the structural integrity of the existing building. If the addition were removed in the future, there is no evidence in the record to suggest that the building could not be further rehabilitated and restored to its current state.

RECOMMENDED FINDING: The proposed expansion is consistent with the character of the existing home, and is proposed in such a manner that does not affect the historic integrity of the home. This criterion is satisfied.

STAFF RECOMMENDATION

Based upon review of the applicant's submittal information, review of the code, agency comments and consideration of the applicant's revised submittal, staff finds that the requested approval appears to fully comply with the applicable standards of the SZCDC. Therefore, staff recommends land use **approval** of File No: LA 14-01 **with the following Condition.**

VI. CONDITION

1. The applicant shall construct the proposed home expansion in a manner that is consistent with the plans dated May 21, 2014, and shall obtain all necessary approvals prior to final occupancy of the addition.

VII. ATTACHMENT

- A. Applicant's submitted materials – Exhibit A



Home of the Tualatin River National Wildlife Refuge

Case No. LA 14-01
Fee 250-
Receipt # 981699
Date 5-21-14
TYPE IV

City of Sherwood
Application for Land Use Action

Type of Land Use Action Requested: (check all that apply)

- Annexation
- Plan Amendment (Proposed Zone _____)
- Variance(list standard(s) to be varied in description)
- Site Plan (Sq. footage of building and parking area)
- Planned Unit Development
- Conditional Use
- Partition (# of lots _____)
- Subdivision (# of lots _____)
- Other: _____

By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Sherwood employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site.

Note: See City of Sherwood current Fee Schedule, which includes the "Publication/Distribution of Notice" fee, at www.sherwoodoregon.gov. Click on Departments/Planning/Fee Schedule.

Owner/Applicant Information:

Applicant: Rob Kelley
Applicant Address: 22455 SW Oak St
Owner: Rob Kelley
Owner Address: 22455 SW Oak St
Contact for Additional Information: _____

Phone: 503-939-7140
Email: sweetscdcarpetcleaning@gmail.com
Phone: _____
Email: same as above

Property Information:

Street Location: 22455 SW Oak St
Tax Lot and Map No: 2S132BA-02900
Existing Structures/Use: home & detached garage, residential
Existing Plan/Zone Designation: 1010-Residential Improved
Size of Property(ies) 5000'

Proposed Action:

Purpose and Description of Proposed Action: 1500' addition joining existing home to existing detached garage

Proposed Use: Residential

Proposed No. of Phases (one year each): 2

Attachement A

LAND USE APPLICATION FORM

Authorizing Signatures:

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

[Signature]
Applicant's Signature

5/21/14
Date

[Signature]
Owner's Signature

5/21/14
Date

The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review.

- 3 * copies of Application Form** completely filled out and signed by the property owner (or person with authority to make decisions on the property).
- Copy of Deed** to verify ownership, easements, etc.
- At least 3 * folded** sets of plans
- At least 3 * sets** of narrative addressing application criteria
- Fee** (along with calculations utilized to determine fee if applicable) **250**
- Neighborhood Meeting Verification** including affidavit, sign-in sheet and meeting summary (required for Type III, IV and V projects)
- Signed checklist** verifying submittal includes specific materials necessary for the application process

*** Note that the required numbers of copies identified on the checklist are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, the required number of copies identified on the checklist and one full electronic copy will be required to be submitted.** Eventually (11 Copies)

22x34



Zink Design Services, LLC
Ryan Zink, Owner
Ryan@Zinkdesignservices.com
503-701-8213

Wednesday, May 21, 2014

Kelley Addition Narrative

Address: 22455 SW Oak St, Sherwood OR 97140
Year Built: 1930
Existing House Sqft: 905
Existing Garage: 660
Addition: 736.42(2-Story)

Sherwood Design Criteria, 16.162.090(470-85 through 470-98)

Existing House Pictures





Zink Design Services, LLC
Ryan Zink, Owner
Ryan@Zinkdesignservices.com
503-701-8213

Section C:

The existing house was built in 1930. All door and window styles along with roof and siding styles are being maintained in the new addition. The gutters on the existing house have been updated at some point in the past. There are no chimneys in the existing house and no skylights will be added in the new addition.

This house possesses no classic architectural details.

Section F:

Residential Standard 1: Volume & Mass

This house does not have any porches or covers nor does the house appear to have ever had these. There are also no dormers

- A: **Verticality:** The new 2-story addition is being placed between the existing single story house and single story garage. This seems to meet the requirements in this subsection.
- B: **Complexity:** Even excluding the garage, we have 2 volumes meeting. This appears to meet the requirements of this subsection.
- C: **Height:** The proposed addition will be approximately 25' above grade. This is far below the 40' maximum height of this subsection.

Residential Standard 2: Roof Forms

- A: **Pitch:** The roof pitch of the existing house, garage and proposed addition are all 6/12. This meets the requirements of this subsection.
- B: **Complexity:** The proposed roof is a simple gable roof structure as this meets the existing design of the house and garage.
- C: **Materials:** The roofing will be asphalt shingles to match the existing house and garage.

Residential Standard 3: Siding/Exterior Cladding

The existing siding for the house and garage is an 11" wood siding. The addition will match this siding and have a 10" belly band to break up the street facing wall.

Residential Standard 4: Trim & Architectural Detailing

As you can see in the provided pictures at the beginning of this narrative, this house does not possess any architectural detailing that is outlined in this subsection so none of these items have been included in the new addition.

Residential Standard 5: Openings(Windows & Doors)

- A: **Verticality:** The design picked up the window sizes already existing on the house and maintained those proportions.
- B: **Types:** Again, we maintained the style of windows found on the street facing side of the existing house



Zink Design Services, LLC
Ryan Zink, Owner
Ryan@Zinkdesignservices.com
503-701-8213

Residential Standard 6: Porches/Entrances

There are no porches or covers on the existing house or as part of the proposed design

Residential Standard 7: Landscape, Fencing & Perimeter

The proposed addition will not include any new fencing

Residential Standard 8: Additions to Existing Buildings

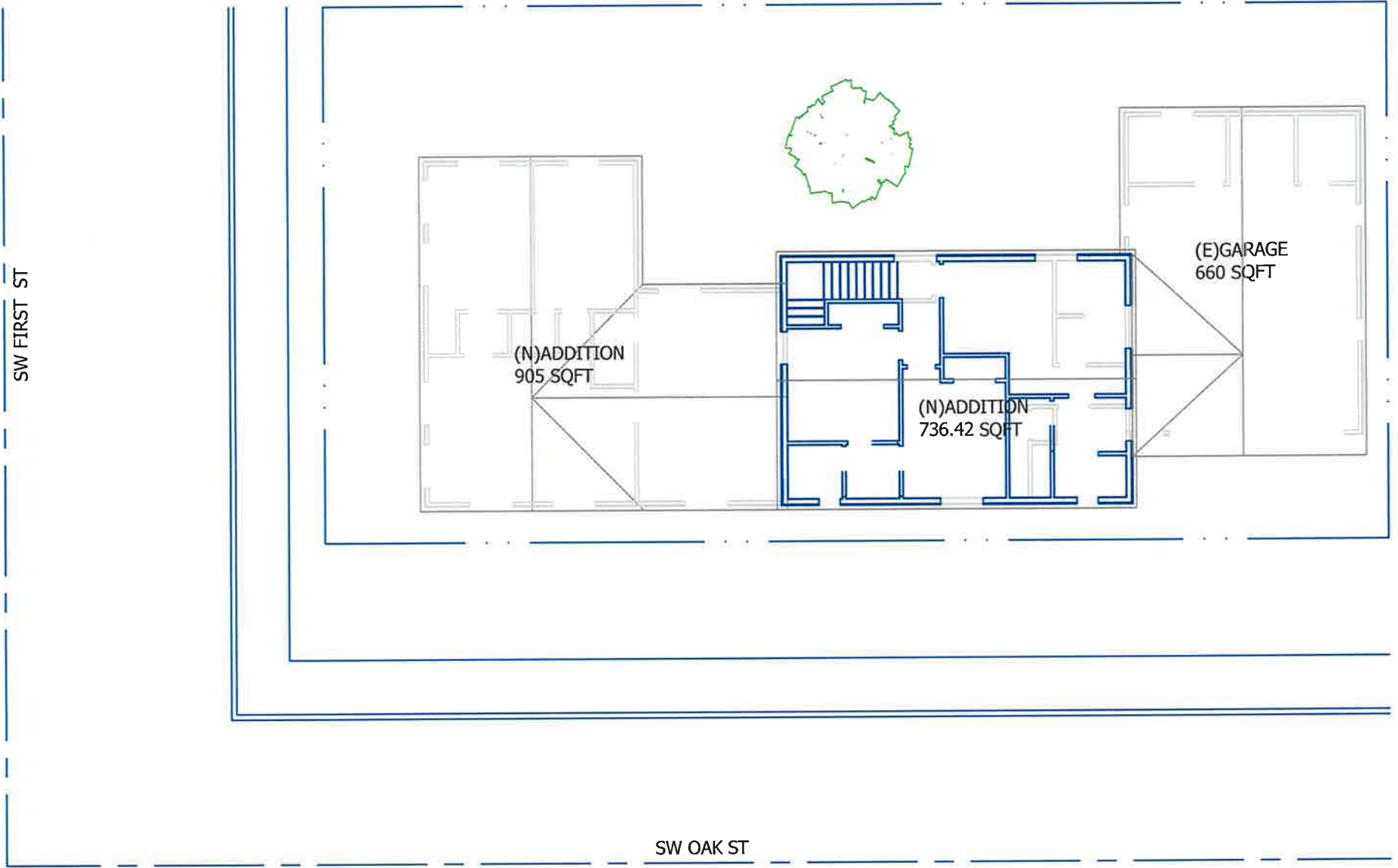
As has been noted in this narrative, we have maintained the character of the original house as much as possible with this addition.

Residential Standard 9: Front Facing Presentation

- A: There are no skylights on this house or addition
- B The plans note that all roof vents are to be installed on the rear slope
- C Plumbing vents will be painted to blend in with the roofing

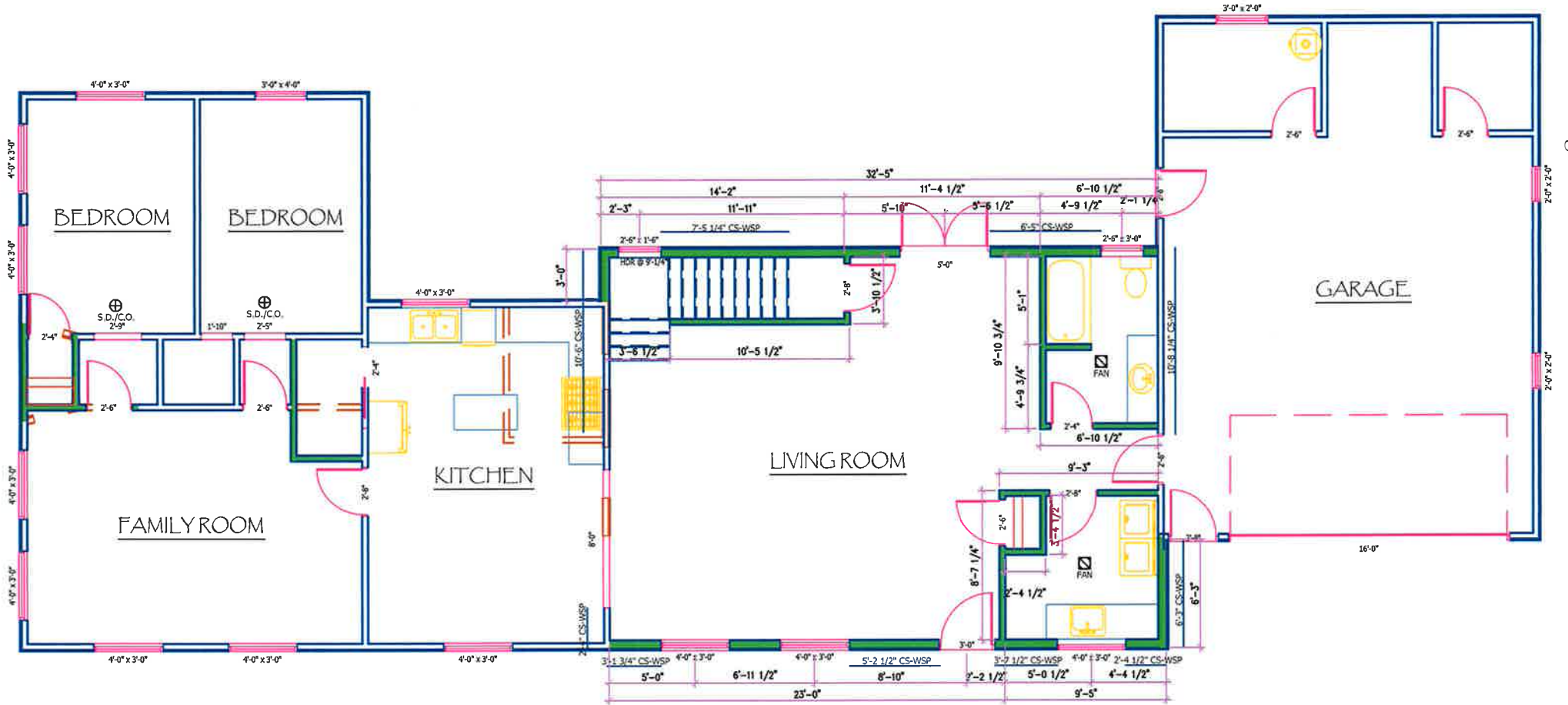
Please let me know if any further information is required

Ryan M. Zink



SITE PLAN
NTS

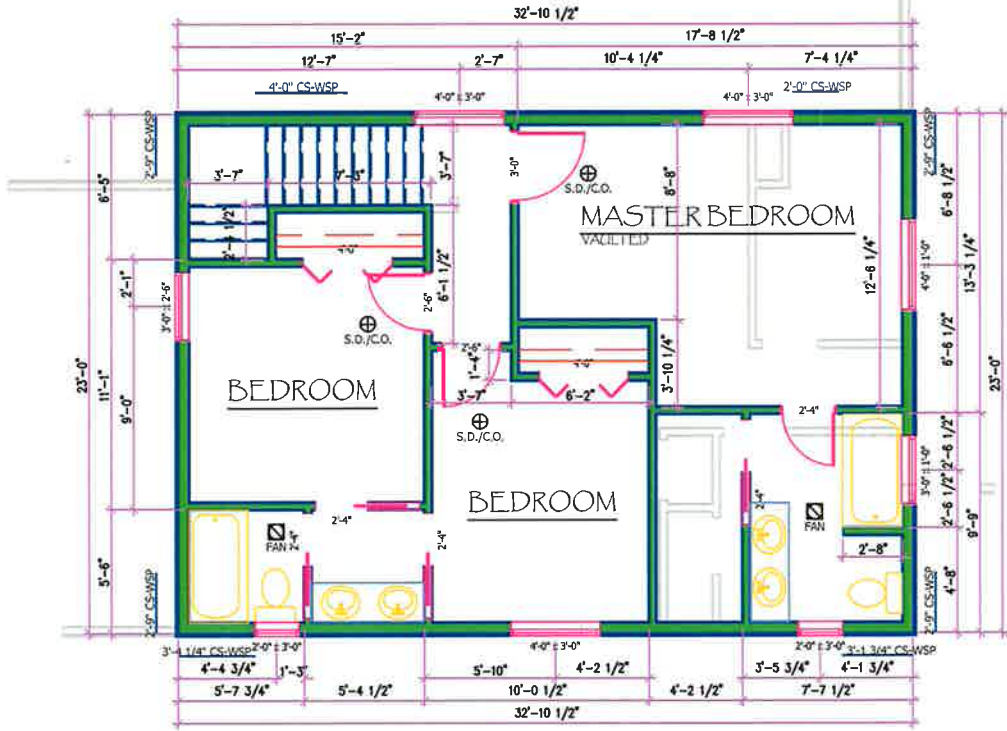




LOWER FLOOR PLAN

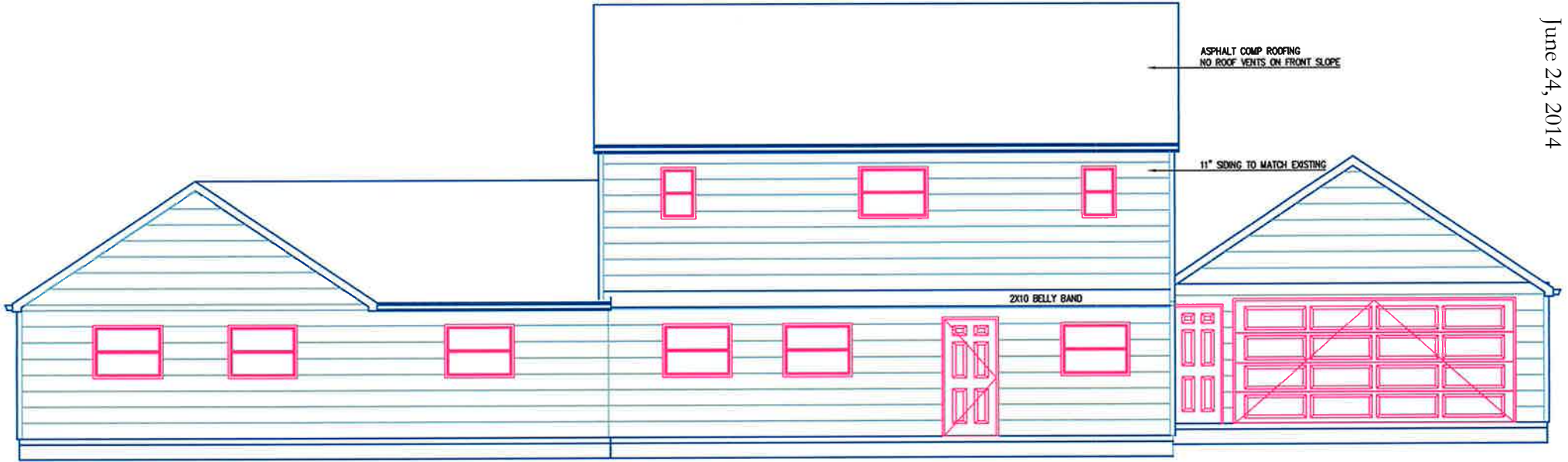
NTS





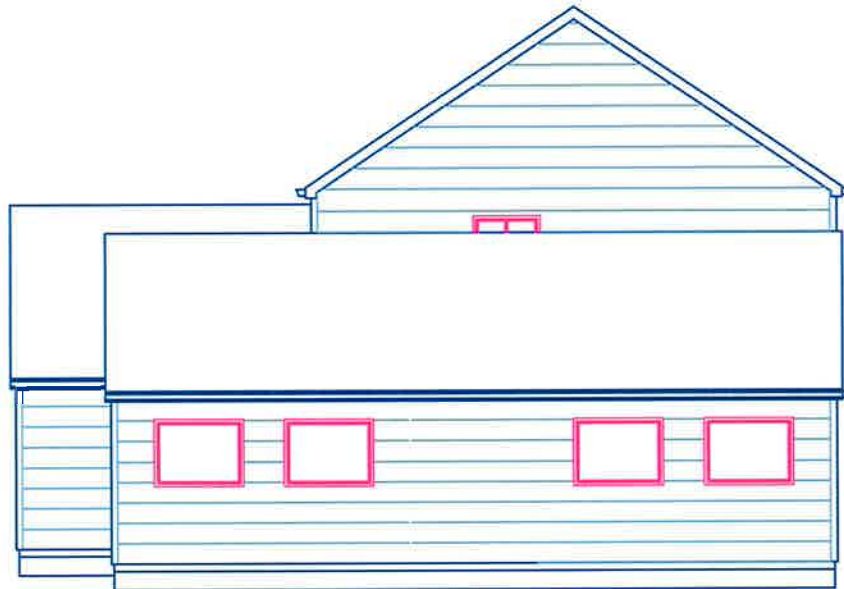
UPPER FLOOR PLAN
NTS





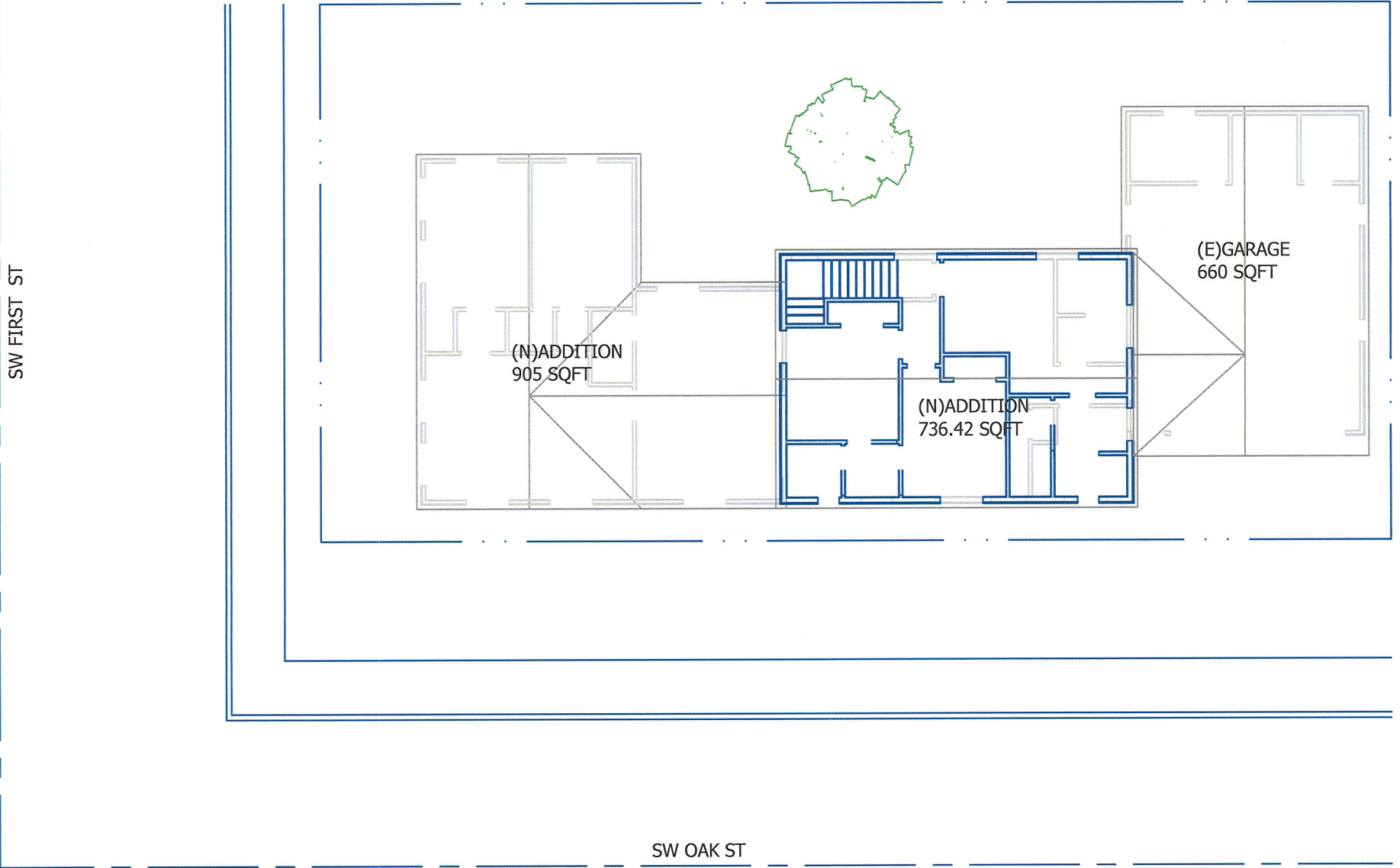
OAK ST ELEVATION

NTS



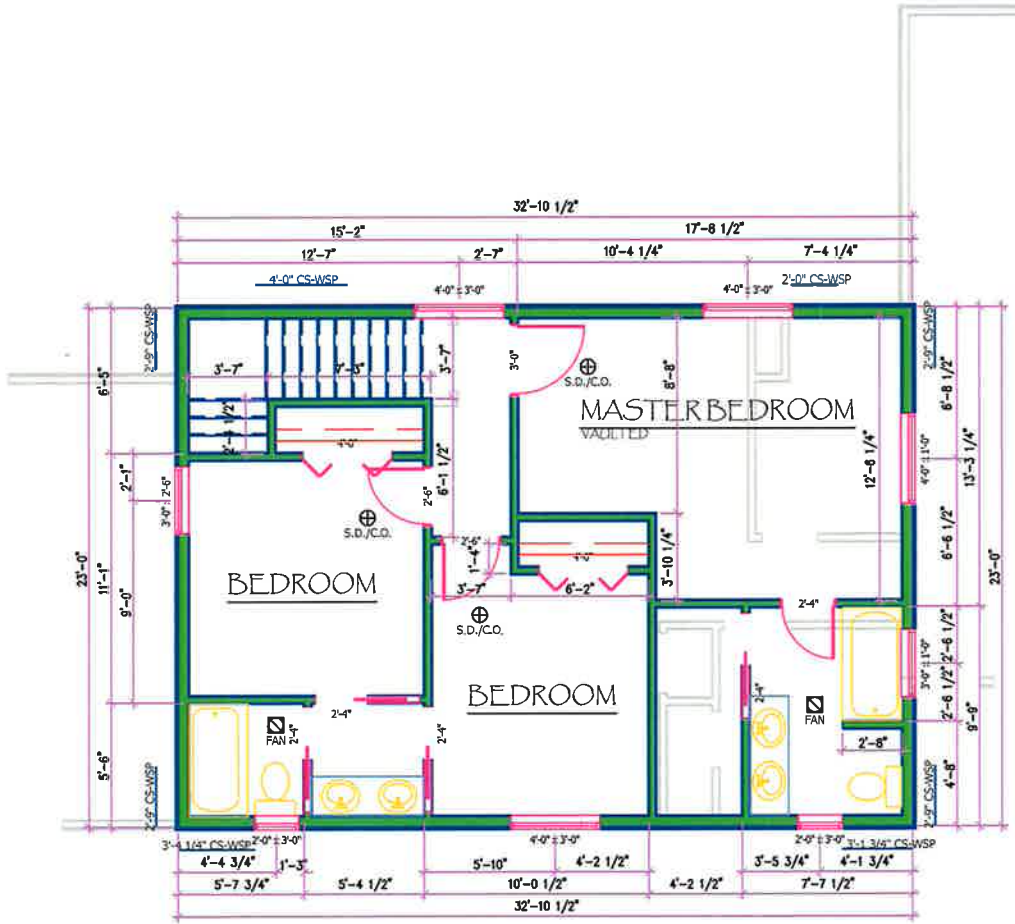
FIRST ST ELEVATION

NTS



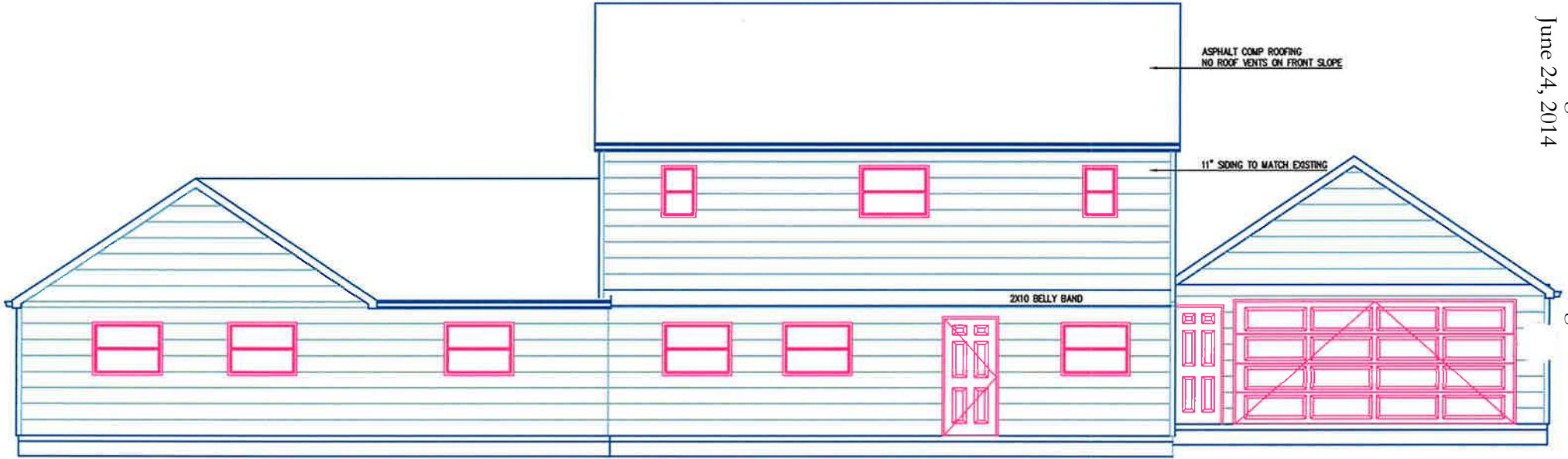
SITE PLAN
NTS





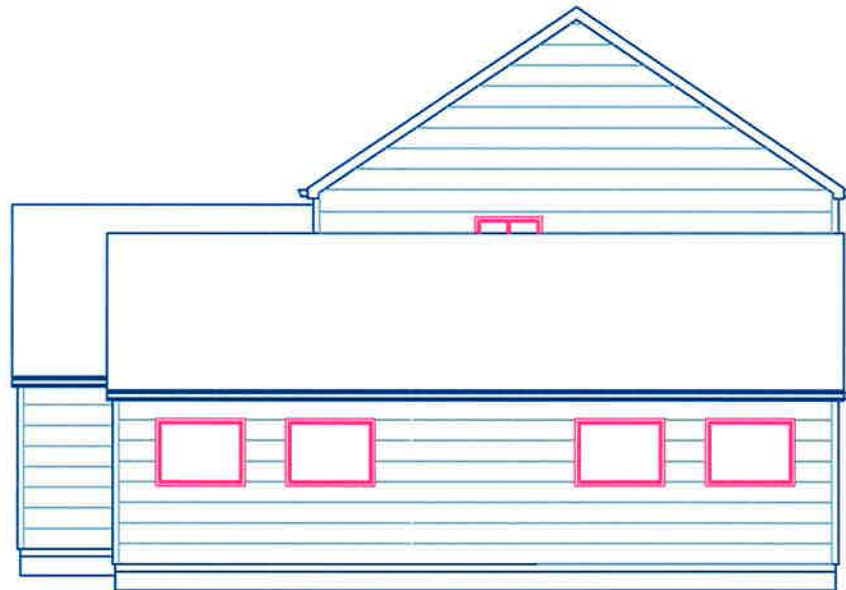
UPPER FLOOR PLAN
NTS





OAK ST ELEVATION

NTS



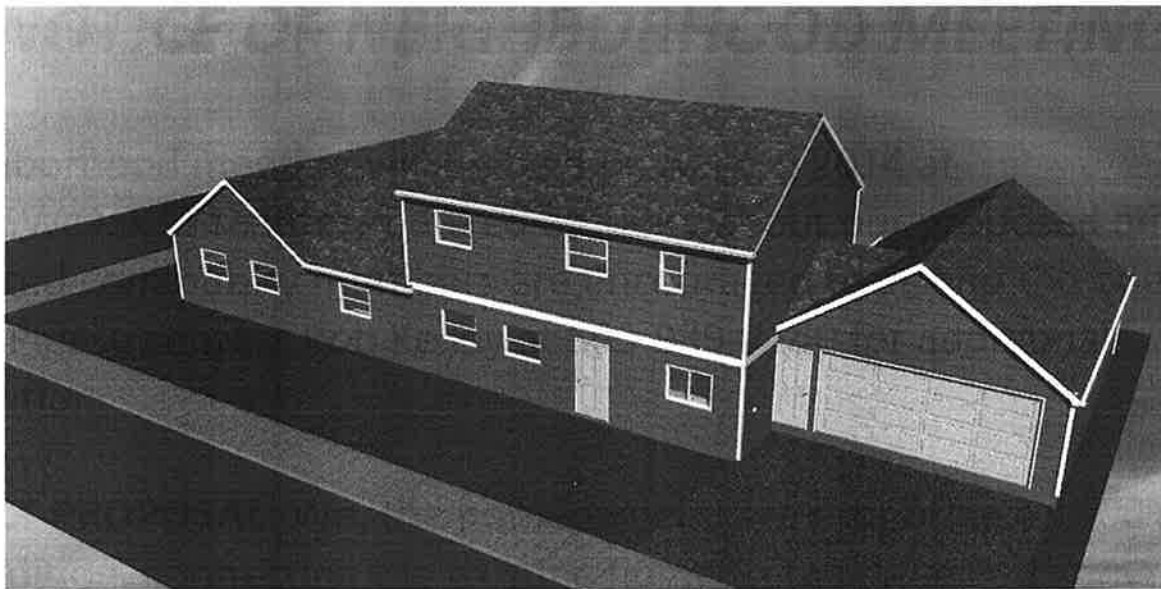
FIRST ST ELEVATION

NTS

NOTICE OF NEIGHBORHOOD MEETING

A neighborhood meeting will be held on April 2, 2014 at 22455 SW Oak St to inform the community about our proposed addition. Interested community members are encouraged to attend the open house. Please contact Rob Kelley at 503-939-7140 for additional information.

PROJECT PROPOSAL: We, the homeowners, are proposing a 1400 square foot addition, connecting the existing home to the detached garage.



Open House Information

DATE: April 3, 2014

TIME: 7:30-800 PM

LOCATION: 22455 SW Oak St.

CONTACT: Rob Kelley, homeowner

503-939-7140

sweetscdcarpetcleaning@gmail.com

NEIGHBORHOOD MEETING SIGN IN SHEET

Proposed Project: _____

Proposed Project Location: _____

Project Contact: Rob Keller

Meeting Location: 22455 SW Oak St

Meeting Date: 4/2/14 or 4/3/14

Name	Address	E-Mail	Please identify yourself (check all that apply)			
			Resident	Property owner	Business owner	Other

Affidavit of Mailing

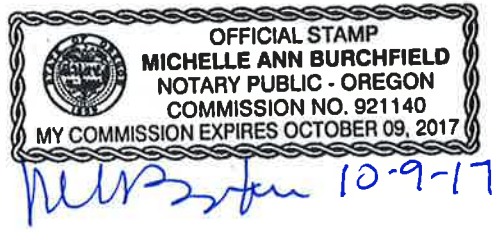
DATE: 5/22/14

STATE OF OREGON)
)
Washington County)

I, Rob Kelley, representative for the remodeled addition proposed development project do hereby certify that the attached notice to adjacent property owners and recognized neighborhood organizations that are within 1,000 feet of the subject project, was placed in a U.S. Postal receptacle on 4/2/14 & 4/5/14

[Signature]

Representatives Name:
Name of the Organization:





After recording return to:
Robert A Kelley Jr. and Jennifer L
Kelley
22455 SW Oak Street
Sherwood, OR 97140

Until a change is requested all tax
statements shall be sent to the
following address:
Robert A Kelley Jr. and Jennifer L
Kelley
22455 SW Oak Street
Sherwood, OR 97140

File No.: 1031-2181828 (LZ)
Date: January 27, 2014

FIRST AMERICAN 2181828-TD

Washington County, Oregon **2014-008649**
D-DW
Stn=1 | REED **02/13/2014 02:53:38 PM**
\$10.00 \$11.00 \$5.00 \$20.00 \$200.00 **\$246.00**

THIS SPACE RE

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of
Assessment and Taxation, Ex-Officio

STATUTORY WARRANTY DEED

Andrew Brent Dixon, Grantor, conveys and warrants to **Robert A Kelley Jr. and Jennifer L Kelley, As tenants by the entirety**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Washington, State of Oregon, described as follows:

Lot 8, Block 13, SMOCK ADDITION TO SHERWOOD, in the City of Sherwood, in the County of Washington and State of Oregon.

Subject to:

Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$199,999.00**. (Here comply with requirements of ORS 93.030)



After recording return to:
Robert A Kelley Jr. and Jennifer L
Kelley
22455 SW Oak Street
Sherwood, OR 97140

Until a change is requested all tax
statements shall be sent to the
following address:
Robert A Kelley Jr. and Jennifer L
Kelley
22455 SW Oak Street
Sherwood, OR 97140

File No.: 1031-2181828 (LZ)
Date: January 27, 2014

THIS SPACE RESERVED FOR RECORDER'S USE

FIRST AMERICAN 2181828-TD

STATUTORY WARRANTY DEED

Andrew Brent Dixon, Grantor, conveys and warrants to **Robert A Kelley Jr. and Jennifer L Kelley, As tenants by the entirety**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Washington, State of Oregon, described as follows:

Lot 8, Block 13, SMOCK ADDITION TO SHERWOOD, in the City of Sherwood, in the County of Washington and State of Oregon.

Subject to:

Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$199,999.00**. (Here comply with requirements of ORS 93.030)

APN: R554527

Statutory Warranty Deed
- continued

File No.: 1031-2181828 (LZ)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 18th day of FEBRUARY, 20 14.

Andrew Brent Dixon
Andrew Brent Dixon

STATE OF Oregon)
)ss.
County of Yamhill)

This instrument was acknowledged before me on this 18th day of FEBRUARY, 20 14
by **Andrew Brent Dixon**.

Carol C. Bechtold

Notary Public for Oregon
My commission expires: 4/18/14

