

**EXHIBIT 7**

**WATER SERVICE AVAILABILITY MEMORANDUM**

# Technical Memorandum



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To: Mike Peebles, PE  
From: Brad Swearingen, PE *BS*  
Copies: Project File  
Date: November 3, 2015  
Subject: Arbor Village No. 9 Water System Report  
Project No.: 17510

## Introduction

The purpose of this report is to provide a water system analysis to determine if there is sufficient water for a land use zoning change from industrial to residential for Phase 9 of Arbor Village. The site is the ninth and final phase of a planned unit development located in Banks, Oregon. The site is approximately 8.36 acres bordered by Highway 6 to the south, Port of Tillamook Bay Railroad to the east, and the existing phases of Arbor Village to the north and west. An existing wetland area and a water quality facility serving the previous phases of the development are proposed to remain onsite with the addition of 38 single-family lots. A site plan showing the water system plan is included in Appendix A.

The proposed project is within the City of Banks water department jurisdiction. The available water to meet the fire and domestic demand will be supplied by the City of Banks water system. It was assumed that all main lines within the existing system are 8-inch diameter and all fire hydrant leads are 6-inch diameter.

Three fire flow tests were performed by Fire Protection Consulting on October 10, 2007, and included in Appendix B. No substantial changes to the existing water system in the project area have occurred since these tests were performed and thus they are presumed to remain valid at this time. The tests provided static pressure, residual pressure at a measured flow, and theoretical flow at 20 pound per square inch (psi) for the existing system. Calculations were performed to verify the theoretical flow given, and are also included in Appendix B.

The proposed development will connect into the existing Banks water supply in two locations. The first connection point to the existing water supply is an assumed 8-inch main located in NW Buckshire Street. The second connection point is an assumed 8-inch main located in NW Ashton

Drive. These connections can be seen on the water system plan included in Appendix A.

The proposed system will be required to meet both fire flow and domestic demands for residential uses. The fire flow requirement is assumed to be 1,500 gallons per minute (gpm) at a minimum pressure of 20 psi. The peak domestic demand was calculated based on Uniform Plumbing Code to be 245 gpm for the proposed 38 lots, or approximately 6.4 gpm per lot. A minimum pressure of 20 psi must be met at the upper story of all buildings. Domestic demand calculations are included in Appendix C. These residential demands are less than typical industrial zoning demands, although the industrial demands are dependent on the type of industry. Proposed mainlines are assumed to be 8-inch diameter and proposed fire hydrant leads are assumed to be 6-inch diameter. These line sizes will be verified in the model.

## Modeling Procedure

Water system modeling utilized WaterCAD software by Haestad Methods. The model was calibrated by comparing the residual pressures determined by the fire flow tests on the existing system. The existing water supply at the fire flow test locations was modeled as a reservoir and pump system. The hydraulic grade of the reservoir was initially set by street elevations, but adjustments became necessary to accurately reflect the existing water supply. An assumed Hazen-Williams C factor of 110 was used to simulate older, existing pipes. Calibrated results were within 10 percent of field results, which meets industry standard. The calibrated modeling results can be found in Appendix D.

To model the proposed condition, junctions were placed at tees, blow offs, and fire hydrants in accordance with preliminary design drawings, as well as intermittently to represent the domestic demand. The elevations of the junctions were determined based on preliminary street grades. Junctions representing fire hydrants were assumed to be two feet above street grade, and all other junctions were assumed to be three feet below street grade. Proposed pipes were modeled with an assumed Hazen-Williams C factor of 120 and minor loss coefficients based on tees, bends, and gate valves. Gate valves were assumed on all legs of a tee.

The system was modeled based on the worst-case scenario demand. A fire flow demand of 1,500 gpm was applied at the worst-case fire hydrant, and the peak domestic demand was simultaneously applied at intermittent junctions as shown in the modeling results.

Modeling results can be found in Appendix E. The results include junction, pipe, reservoir, and pump reports, as well as a hydrant curve for the tested hydrant. The junction report indicates pressures in the main line at each junction; the pipe report gives sizes and flows within each pipe segment; the reservoir report shows flows from each connection point to the existing system; and

the pump report provides total flow (gpm) and pump head from each source. The pressures in the main line given by the junction report at junctions representing domestic demand must be reduced in order to account for losses to the upper story of the building. Pressures were reduced to account for loss through a one-inch service line and loss due to an elevation gain to reach the second story. Pressure loss assumptions and calculations are included with the domestic demand calculations in Appendix C.

## Results and Conclusions

The water system modeling supports the assumption that there is sufficient water available to supply the site as a proposed residential land use. A required fire flow of 1,500 gpm can be achieved at a pressure of 76.5 psi. The minimum pressure achieved at any of the buildings at the second story is 65.6 psi, which exceeds the 20 psi minimum.

Appendix A





Appendix B



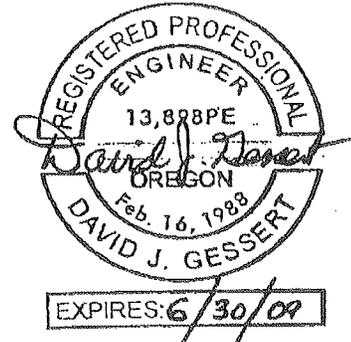



# FIRE PROTECTION CONSULTING

3115 NW 132<sup>nd</sup> Place, Portland, OR 97229-7037  
 Phone 503-531-8717 Fax 503-531-8564 e-mail d\_gessert@verizon.net

## Fax Cover Sheet

Date:	October 14, 2007
To:	OTAK 17355 SW Boones Ferry Road Lake Oswego, OR 97035
Attention:	Michelle Wittenbrink, P. E.
Dstntn Fax No:	503-635-5395
From:	David Gessert, P. E. Fire Protection Engineer
Subject/Project:	Arbor Village Banks, Oregon Water Flow Test Results
Job No.:	2007-32



Total Pages (including Cover): 6

Three water flow tests were performed for the Arbor Village project in Banks, Oregon as requested by OTAK. Details follow.

The test and flow at 20 psi calculations were completed in general compliance with National Fire Protection Association (NFPA) 13 *Standard for the Installation of Sprinkler Systems* 2007 Edition A-23.2.1 and NFPA 291 *Recommended Practice for Fire Flow Testing and Marking of Hydrants* 2007 Edition. Flow test volumes were determined by a UL classified flow device (Hose Monster) with accuracy plus or minus three percent per the manufacturer's literature. Results of the tests are as follows:

### Flow Test #1 Results:

Test Date:	October 10, 2007
Test Time:	10:25 AM (1025)
Static Water Pressure:	90 psi
Residual Water Pressure:	69 psi
Gauge Location:	Fire hydrant located on the intersection of NW Buckshire Street and NW Ashton Drive

Fax to Michelle Wittenbrink, P. E.  
October 14, 2007  
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Flow Test Results – *Continued*

Flow Device Pressure:	40 psi
Flow:	2094 gpm (from flow device manufacturer's chart)
Flow Location:	Fire hydrant located on NW Buckshire Street (in front of 41792 Buckshire) approximately 300 feet east of the intersection with NW Groveshire Avenue
Theoretical flow at 20 psi:	4860 gpm

Flow Test #2 Results:

Test Date:	October 10, 2007
Test Time:	10:55 AM (1055)
Static Water Pressure:	90 psi
Residual Water Pressure:	82 psi
Gauge Location:	Fire hydrant located on the intersection of NW Oak Way and NW Groveshire Avenue
Flow Device Pressure:	42 psi
Flow:	2146 gpm (from flow device manufacturer's chart)
Flow Location:	Fire hydrant located on NW Oak Way (in front of 41727 Oak Way) approximately halfway between NW Groveshire Avenue and NW Ashton Drive
Theoretical flow at 20 psi:	6920 gpm

Flow Test #3 Results:

Test Date:	October 10, 2007
Test Time:	11:15 AM (1115)
Static Water Pressure:	90 psi
Residual Water Pressure:	74 psi
Gauge Location:	Fire hydrant located on the intersection of NW Ashton Drive and NW Maplecrest Way
Flow Device Pressure:	42 psi
Flow:	2146 gpm (from flow device manufacturer's chart)
Flow Location:	Fire hydrant located on intersection of NW Ashton Drive and NW Hammond Place
Theoretical flow at 20 psi:	4760 gpm

Fax to Michelle Wittenbrink, P. E.  
October 14, 2007  
Page 3 of 6

If you have any comments or questions, please contact me.

Attachments

Water Supply Graph  
Location Maps (2)

C: Fred Evers  
City of Banks  
Fax 503-324-6674

Miriam Wilson  
West Hills Development  
Fax: 503-641-7661



David Gessert, P.E.

Fire Protection Engineer

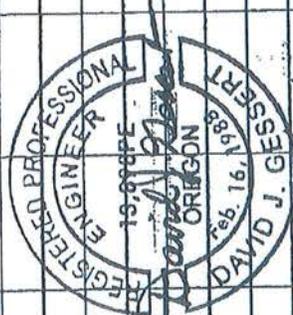
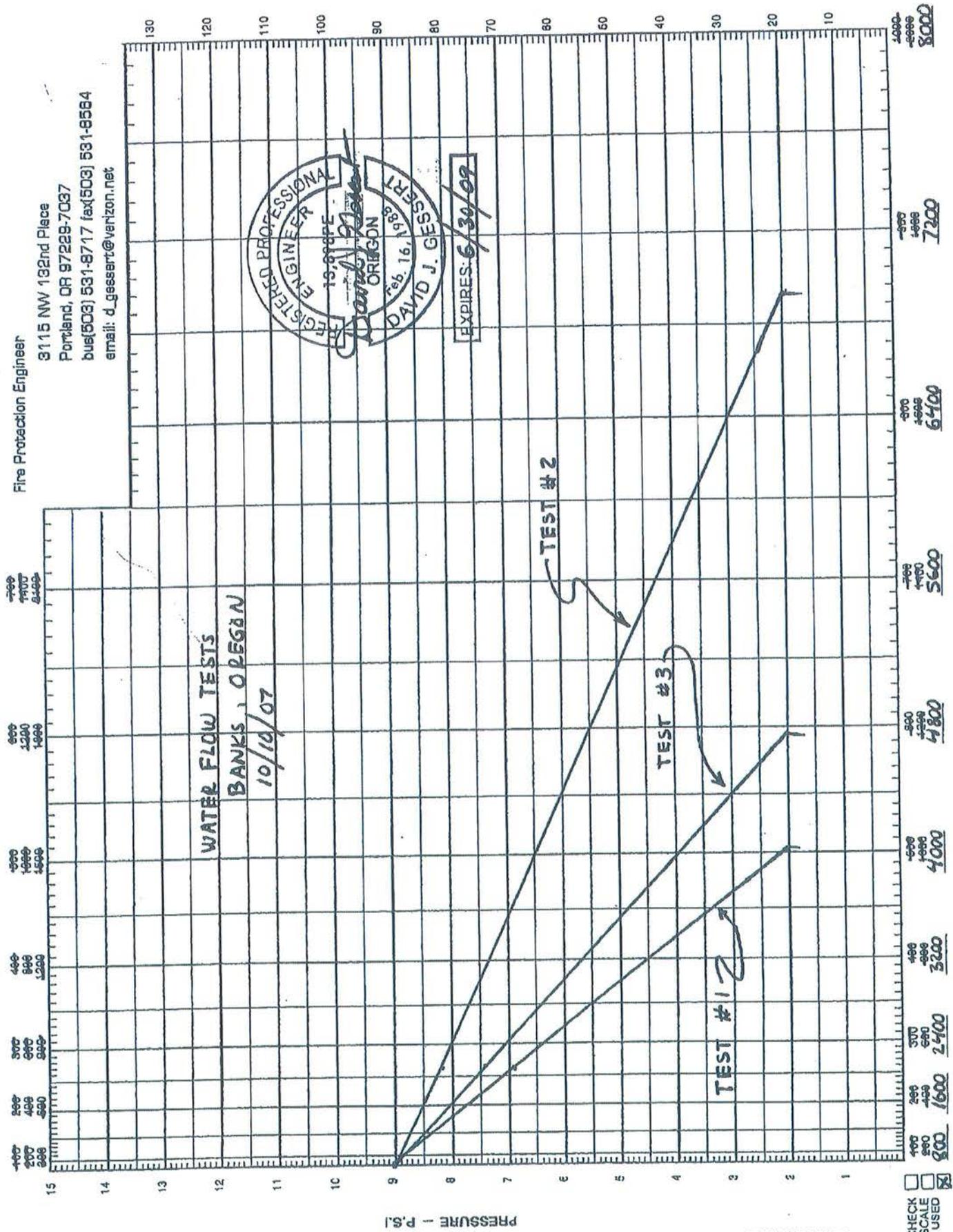
3115 NW 132nd Place

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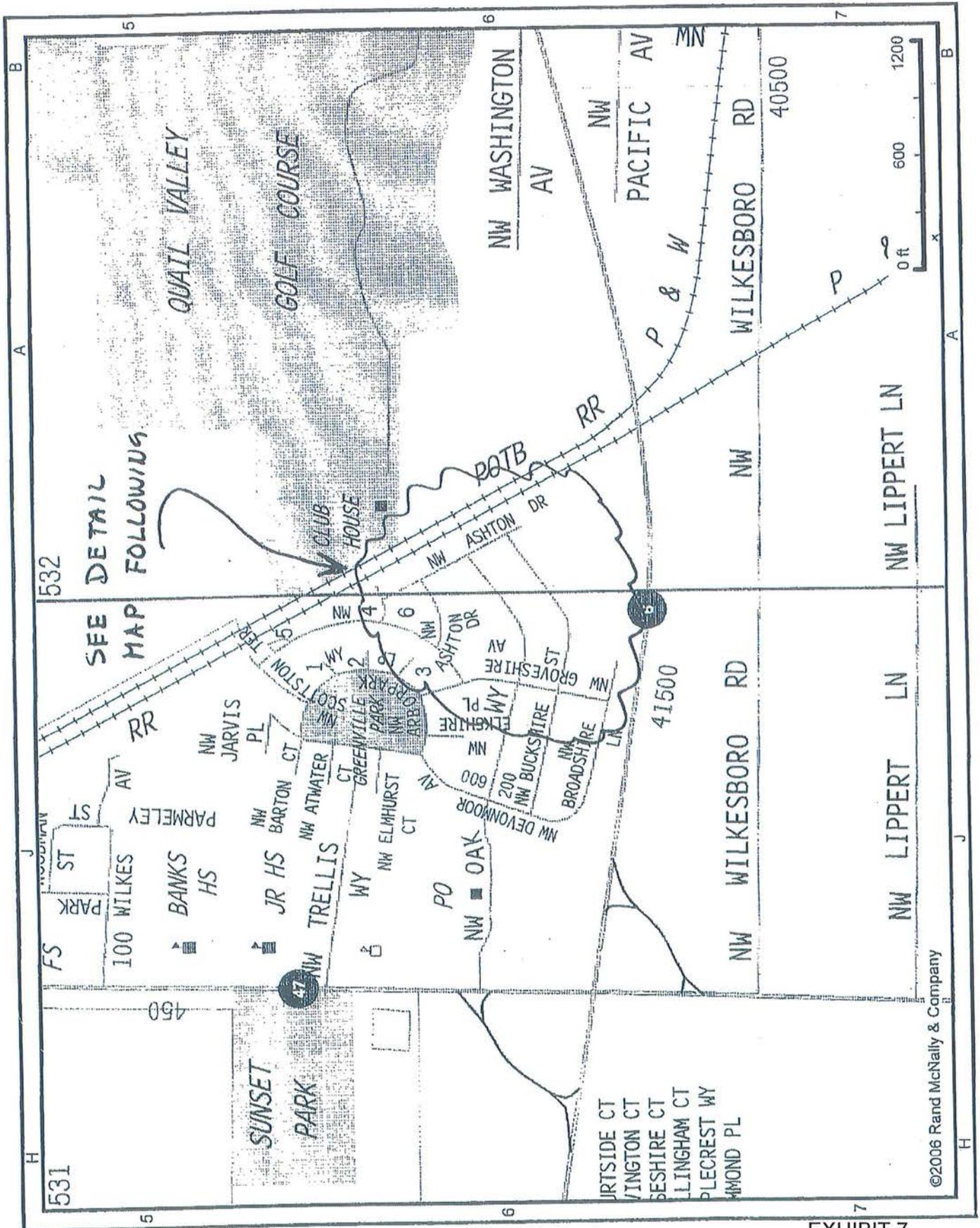
email: d\_gessert@verizon.net

WATER SUPPLY GRAPH NO. N 1.85

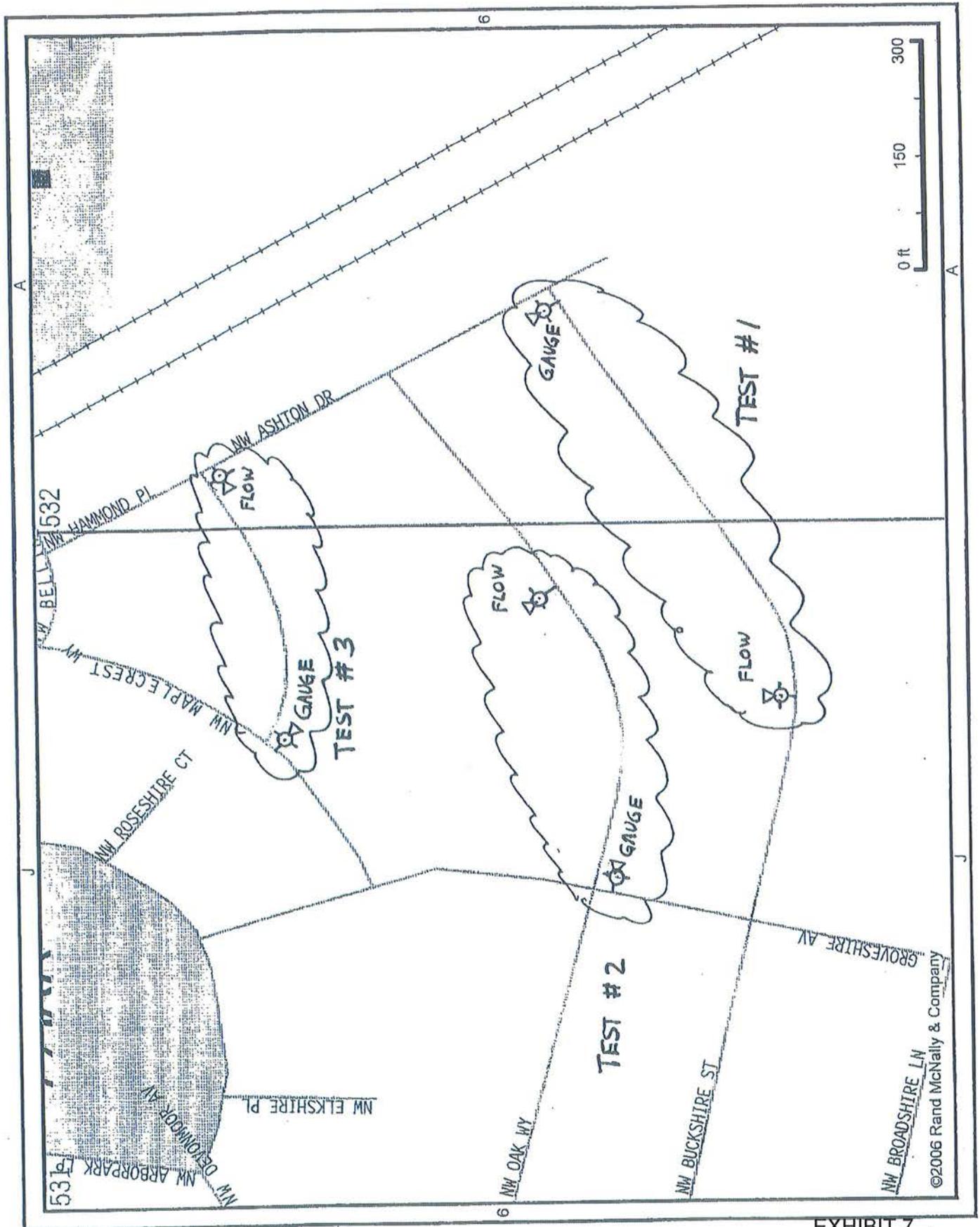


EXPIRES: 6/30/09

SCALE USED  1:1



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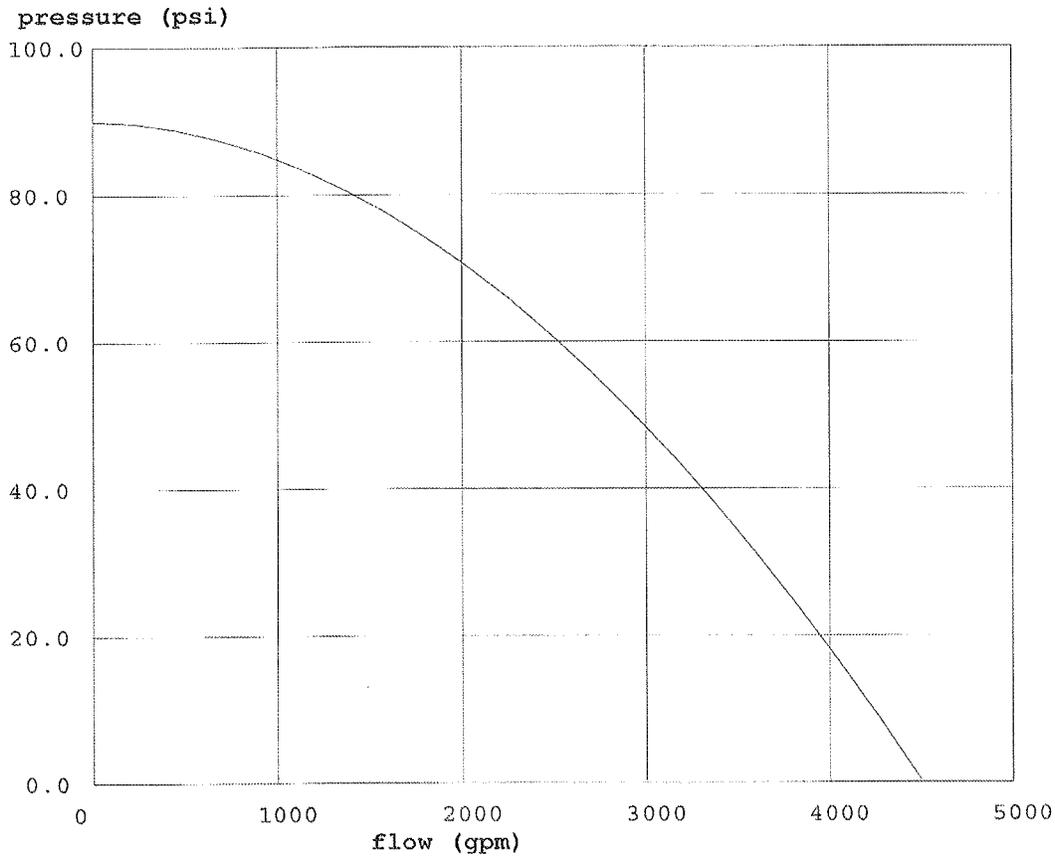


b

BDS 13:36 29-Oct-15

Project 17510  
Arbor Village No. 9

HYDRANT PRESSURE/FLOW TEST ANALYSIS  
Ex. Hydrant Flow Data (Test 1)



static pressure = 90 psi  
measured pressure = 69 psi @ measured flow = 2094 gpm

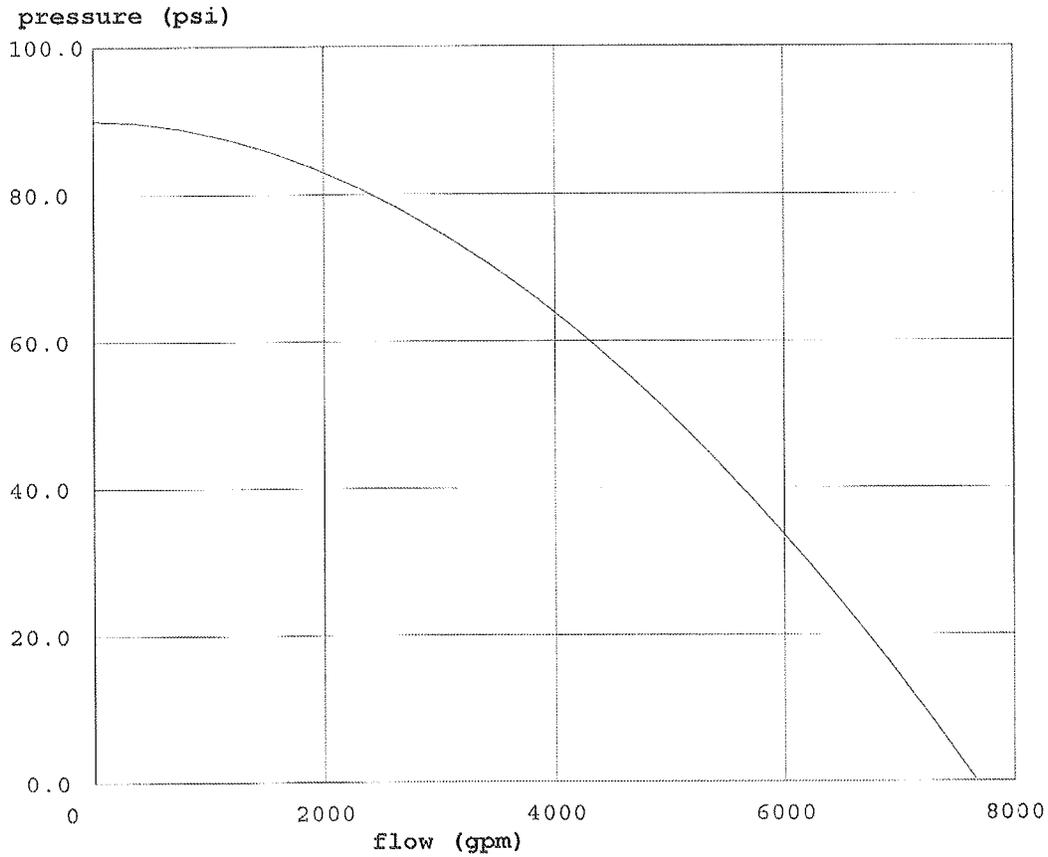
flow @ 20 psi = 3941 gpm  
flow @ 0 psi = 4498 gpm

b

BDS 13:43 29-Oct-15

Project 17510  
Arbor Village No. 9

HYDRANT PRESSURE/FLOW TEST ANALYSIS  
Ex. Hydrant Flow Data (Test 2)



static pressure = 90 psi  
measured pressure = 82 psi @ measured flow = 2146 gpm

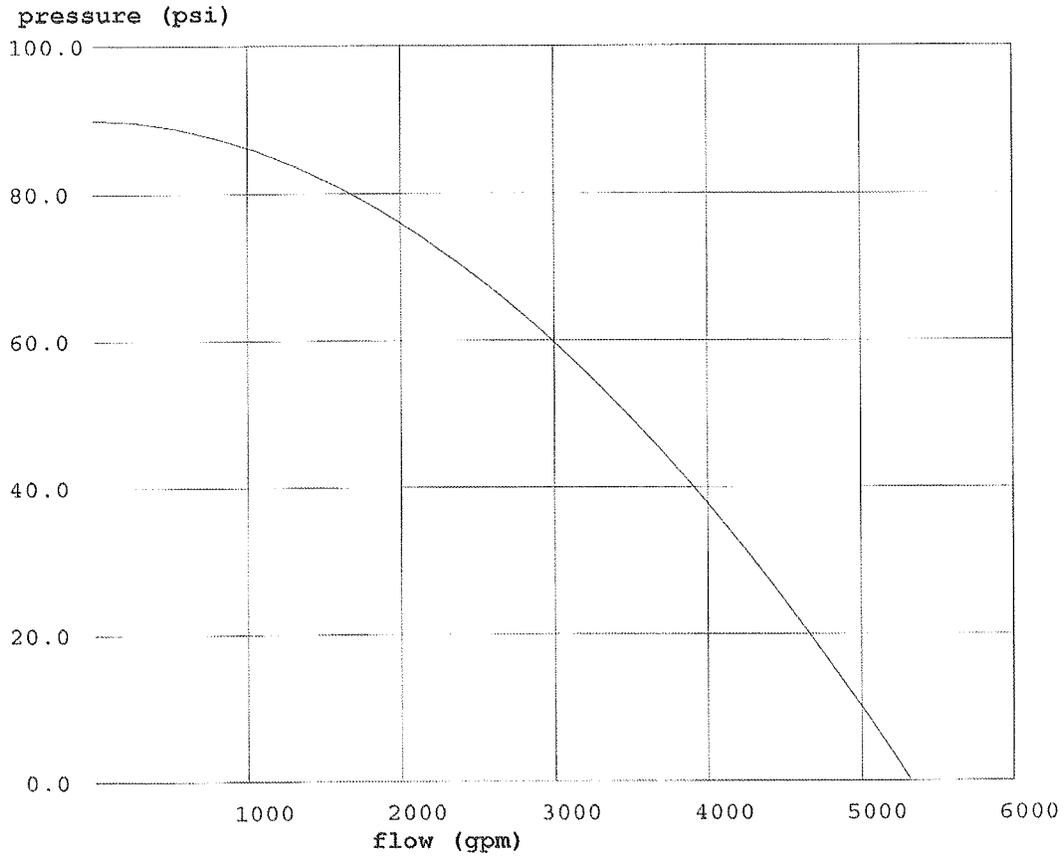
flow @ 20 psi = 6709 gpm  
flow @ 0 psi = 7658 gpm

b

BDS 13:43 29-Oct-15

Project 17510  
Arbor Village No. 9

HYDRANT PRESSURE/FLOW TEST ANALYSIS  
Ex. Hydrant Flow Data (Test 3)



static pressure = 90 psi  
measured pressure = 74 psi @ measured flow = 2146 gpm

flow @ 20 psi = 4659 gpm  
flow @ 0 psi = 5318 gpm

Appendix C



ARBOR VILLAGE No. 9 DOMESTIC PRESSURE CHECK				By:	BDS			
Otak Project No. 17510				Date:	30-Oct-15			
38 Single Family Lots				Design based on Oregon Plumbing Specialty Code/2014 UPC				
<b>Fixture Unit Count</b>								
Fixture Type	Fixture Units (private)	Type of Unit						
		Three-Bedroom						
		Fixtures	F.U.					
Bathtub/Shower	4	2	8					
Shower	2	0	0					
Clotheswasher	4	1	4					
Dishwasher	1.5	1	1.5					
Kitchen Sink	1.5	1	1.5					
Wash Sink	1.5	4	6					
Water Closet (tank)	3	3	9					
Hose Bibs	2.5	2	5					
	F.U. Total		35					
Total Fixture Units per Site								
1330 F.U.								
Total Peak Domestic Demand								
245 gpm (per Chart A-2)								
Domestic Demand per Lot								
6.4 gpm								
<b>Pipe Pressure Losses</b>								
Fixture Unit Total (per house)	Number of houses served by 1-inch svc	Fixture Unit Total	Flow along main / svc (gpm) <sup>1</sup>	Length from svc to meter (ft)	Friction Loss in pipe psi / 100 ft <sup>2</sup>	Pressure Loss (psi)		
35	1	35	23	50	16	8.0		
<sup>1</sup> Per Chart A-3, 2014 Uniform Plumbing Code.								
<sup>2</sup> Per Chart A-4 2014 Uniform Plumbing Code.								
<b>Elevation Change Calculations</b>								
Elev. Water Main at Branch Point (ft) <sup>3</sup>	Finished Ground Elevation (ft)	Elevation at Top of Second Story (ft) <sup>4</sup>	Elevation Change (ft)	Elevation Change (psi)	Fire Flow (gpm)	Pressure at Branch (psi)	Resultant Pressure <sup>5</sup>	Exceeds 20 psi?
198	201	221	23	10	1500	83.6	65.6	YES
<sup>3</sup> Node "10,11,12,13,14" in water model.								
<sup>4</sup> Assumes 10 feet per story.								
<sup>5</sup> Subtracts friction losses from main, service, and elevation changes.								

Inch	mm
1/2	15
3/4	20
1	25

**TABLE A-2**  
**Water Supply Fixture Units (WSFU) and Minimum Fixture Branch Pipe Sizes<sup>3</sup>**

	Minimum Fixture Branch Pipe Size <sup>1,4</sup>	Private	Public	Assembly <sup>6</sup>
<b>Appliances, Appurtenances or Fixtures<sup>2</sup></b>				
Bathtub or Combination Bath/Shower (fill) .....	1/2"	4.0	4.0	
3/4" Bathtub Fill Valve .....	3/4"	10.0	10.0	
Bidet .....	1/2"	1.0		
Clothes Washer .....	1/2"	4.0	4.0	
Dental Unit, cuspidor .....	1/2"		1.0	
Dishwasher, domestic .....	1/2"	1.5	1.5	
Drinking Fountain or Watercooler .....	1/2"	0.5	0.5	0.75
Hose Bibb .....	1/2"	2.5	2.5	
Hose Bibb, each additional <sup>7</sup> .....	1/2"	1.0	1.0	
Lavatory .....	1/2"	1.0	1.0	1.0
Lawn Sprinkler, each head <sup>5</sup> .....		1.0	1.0	
Mobile Home, each (minimum) .....		12.0		
<b>Sinks</b>				
Bar .....	1/2"	1.0	2.0	
Clinic Faucet .....	1/2"		3.0	
Clinic Flushometer Valve .....				
with or without faucet .....	1"		8.0	
Kitchen, domestic .....	1/2"	1.5	1.5	
Laundry .....	1/2"	1.5	1.5	
Service or Mop Basin .....	1/2"	1.5	3.0	
Washup, each set of faucets .....	1/2"		2.0	
Shower .....	1/2"	2.0	2.0	
Urinal, 1.0 GPF .....	3/4"	3.0	4.0	5.0
Urinal, greater than 1.0 GPF .....	3/4"	4.0	5.0	6.0
Urinal, flush tank .....	1/2"	2.0	2.0	3.0
Washfountain, circular spray .....	3/4"		4.0	
Water Closet, 1.6 GPF Gravity Tank .....	1/2"	2.5	2.5	3.5
Water Closet, 1.6 GPF Flushometer Tank .....	1/2"	2.5	2.5	3.5
Water Closet, 1.6 GPF Flushometer Valve .....	1"	5.0	5.0	8.0
Water Closet, greater than 1.6 GPF Gravity Tank .....	1/2"	3.0	5.5	7.0
Water Closet, greater than 1.6 GPF Flushometer Valve .....	1"	7.0	8.0	10.0

**Notes:**

1. Size of the cold branch outlet pipe, or both the hot and cold branch outlet pipes.
2. Appliances, Appurtenances, or Fixtures not included in this Table may be sized by reference to fixtures having a similar flow rate and frequency of use.
3. The listed fixture unit values represent their total load on the cold water service. The separate cold water and hot water fixture unit value for fixtures having both cold and hot water connections may each be taken as three-quarters (3/4) of the listed total value of the fixture.
4. The listed minimum supply branch pipe sizes for individual fixtures are the nominal (I.D.) pipe size.
5. For fixtures or supply connections likely to impose continuous flow demands, determine the required flow in gallons per minute (GPM) and add it separately to the demand (in GPM) for the distribution system or portions thereof.
6. Assembly [Public Use (See Table 4-1)].
7. Reduced fixture unit loading for additional hose bibbs as used is to be used only when sizing total building demand and for pipe sizing when more than one hose bibb is supplied by a segment of water distributing pipe. The fixture branch to each hose bibb shall be sized on the basis of 2.5 fixture units.

Chart A-2  
Estimate Curves for Demand Load

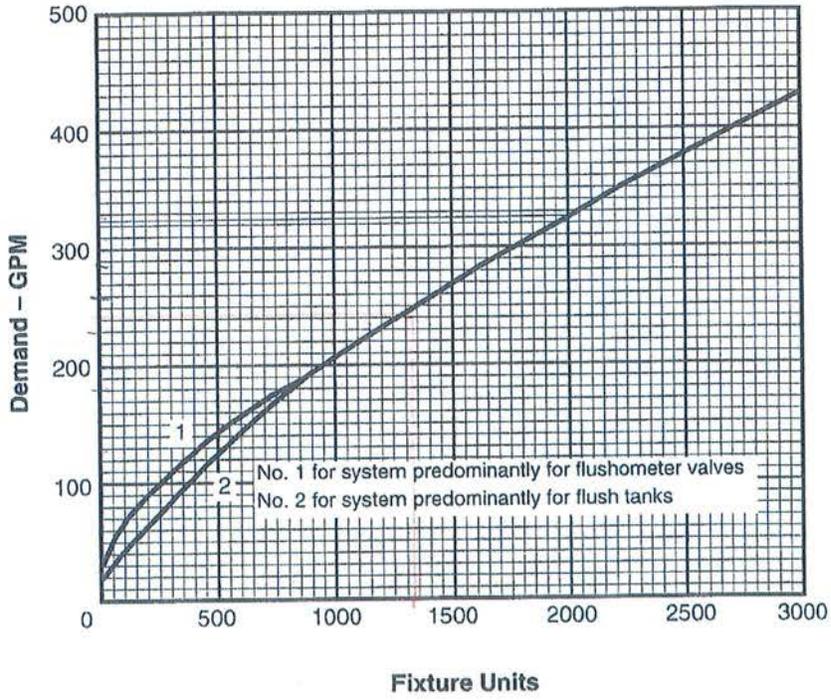
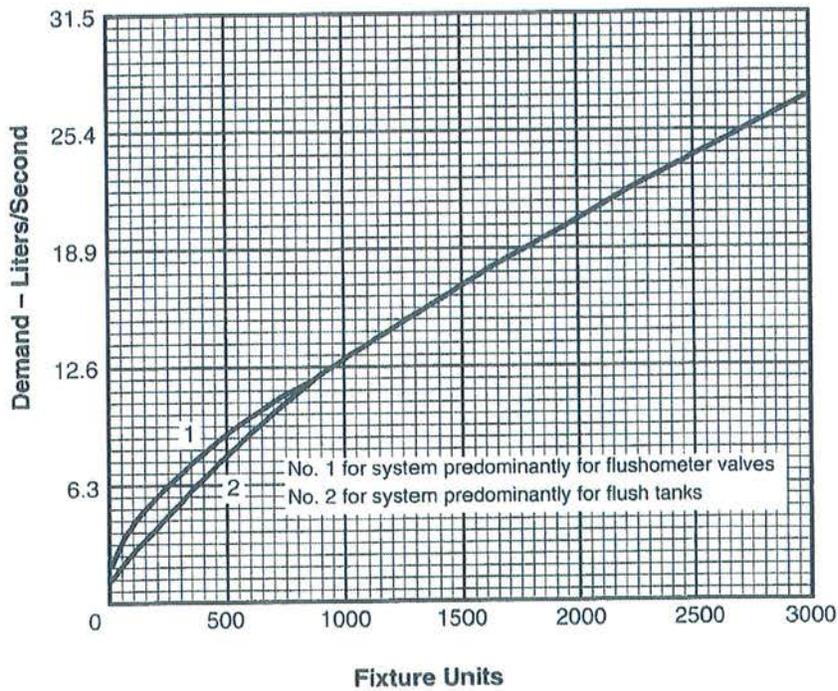
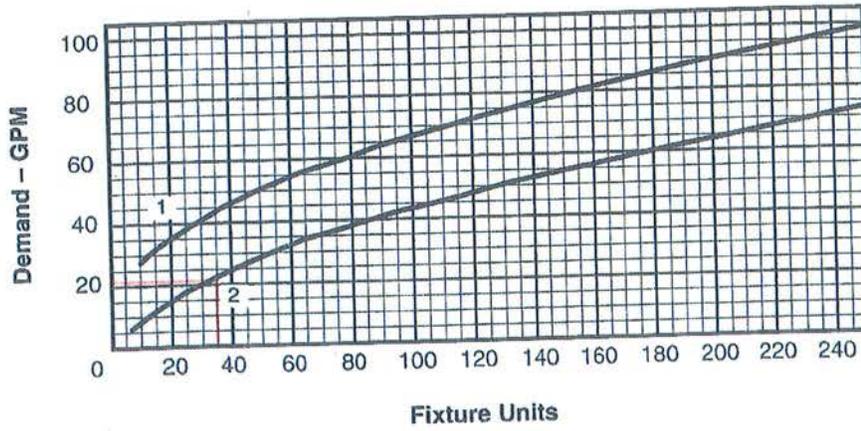


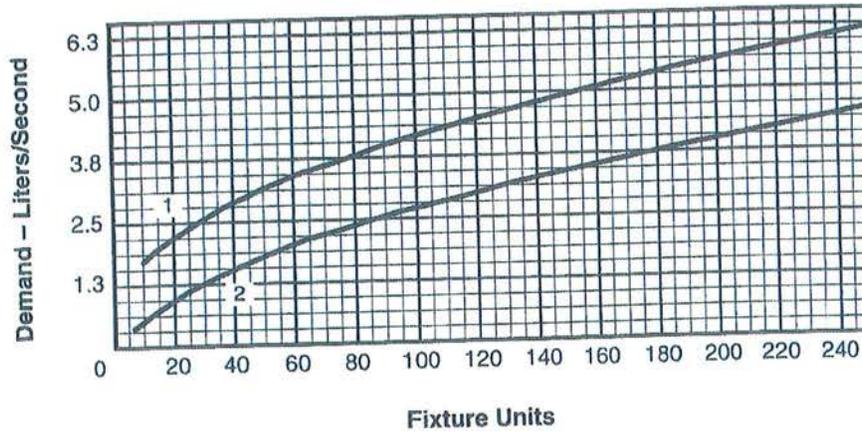
Chart A-2 (Metric)  
Estimate Curves for Demand Load



**Chart A-3**  
**Enlarged Scale Demand Load**

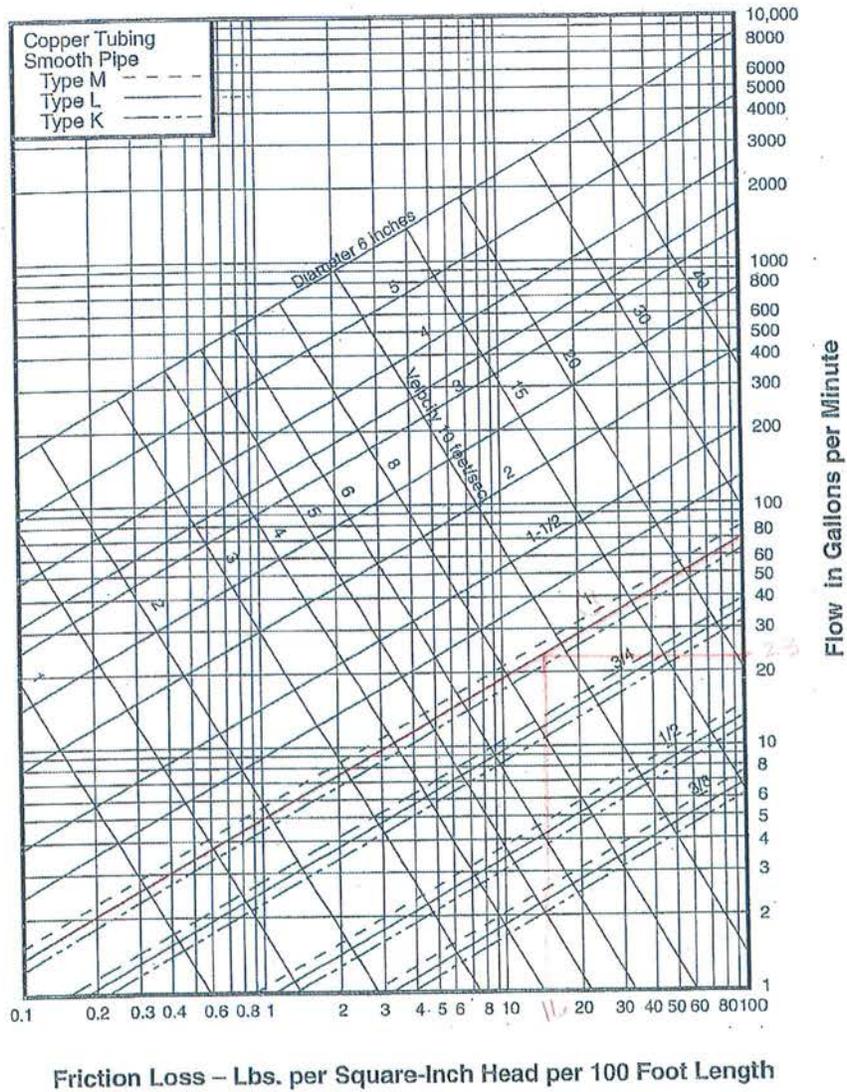


**Chart A-3 (Metric)**  
**Enlarged Scale Demand Load**



RECOMMENDED RULES FOR  
SIZING THE WATER SUPPLY SYSTEM

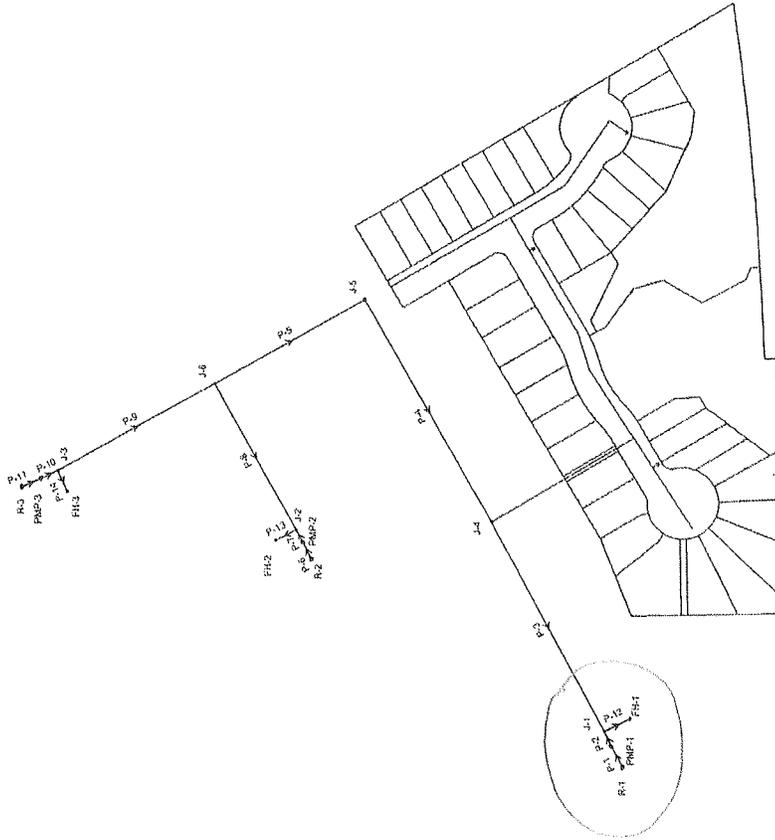
Chart A-4



Appendix D



# Flow Test #1



Flow Test #1

- TEST RESULTS:  
2004 gpm @ 60 psi
- MODEL RESULTS:  
2004 gpm @ 60.2 psi

**Flow Test #1**  
**Steady State Analysis**  
**Junction Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Pattern (Constituent)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
FH-1	205.50	Fixed	2,094	363.10	68.2
FH-2	203.00	Fixed	150	426.48	96.7
FH-3	206.00	Fixed	150	419.85	92.5
J-1	200.50	Fixed	0	397.49	85.2
J-2	198.00	Fixed	0	426.67	98.9
J-3	201.00	Fixed	0	420.03	94.8
J-4	198.00	Fixed	0	402.32	88.4
J-5	199.00	Fixed	0	413.15	92.7
J-6	198.50	Fixed	0	419.88	95.8

# Flow Test #1 Steady State Analysis Pipe Report

Current Time: 0.000 hours

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Minor Loss Coefficient (Derived)	Flow (gpm)	Hydraulic Grade (Start) (ft)	Hydraulic Grade (Stop) (ft)	Headloss Gradient (ft/ft)	Velocity (Maximum) (ft/s)
P-1	10	24.0	Ductile Iron	110.0	0.000	1,111	210.00	210.00	0.000	0.79
P-2	10	24.0	Ductile Iron	110.0	0.000	1,111	397.49	397.49	0.000	0.79
P-3	190	8.0	Ductile Iron	110.0	0.400	983	402.32	397.49	0.025	6.28
P-4	407	8.0	Ductile Iron	110.0	1.670	-983	402.32	413.15	0.027	6.28
P-5	250	8.0	Ductile Iron	110.0	1.130	-983	413.15	419.88	0.027	6.28
P-6	10	24.0	Ductile Iron	110.0	0.000	982	224.00	224.00	0.000	0.70
P-7	10	24.0	Ductile Iron	110.0	0.000	982	426.67	426.67	0.000	0.70
P-8	342	8.0	Ductile Iron	110.0	1.670	-832	419.88	426.67	0.020	5.31
P-9	197	8.0	Ductile Iron	110.0	0.740	-151	419.88	420.03	0.001	0.96
P-10	10	24.0	Ductile Iron	110.0	0.000	301	420.03	420.03	0.000	0.21
P-11	10	24.0	Ductile Iron	110.0	0.000	301	214.00	214.00	0.000	0.21
P-12	10	6.0	Ductile Iron	110.0	3.470	2,094	397.49	363.10	3.439	23.76
P-13	10	6.0	Ductile Iron	110.0	3.470	150	426.67	426.48	0.019	1.70
P-14	10	6.0	Ductile Iron	110.0	3.470	150	420.03	419.85	0.019	1.70

**Flow Test #1**  
**Steady State Analysis**  
**Reservoir Report**

**Current Time: 0.000 hours**

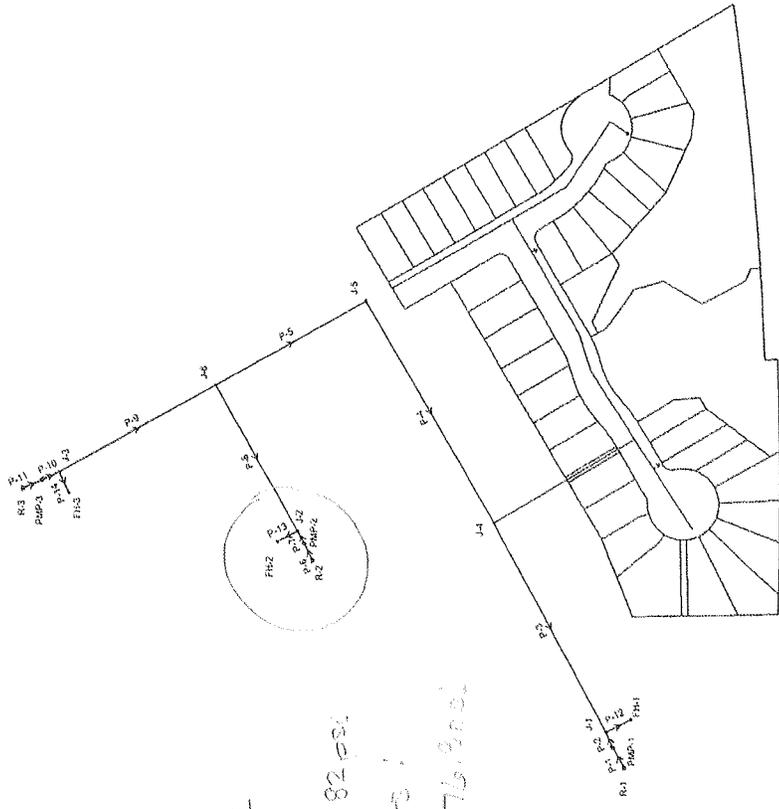
Label	Elevation (ft)	Zone	Flow (In net) (gpm)	Hydraulic Grade (ft)
R-1	210.00	Zone	-1,111	210.00
R-2	224.00	Zone	-982	224.00
R-3	214.00	Zone	-301	214.00

**Flow Test #1**  
**Steady State Analysis**  
**Pump Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
PMP-1	210.00	On	210.00	397.49	1,111	187.49
PMP-2	224.00	On	224.00	426.67	982	202.67
PMP-3	214.00	On	214.00	420.03	301	206.03

**Flow Test #2**



Flow Test #2

• TEST RESULTS:

2.46 gpm @ 82 feet

• MODEL RESULTS:

2.46 gpm @ 76.9 feet

**Flow Test #2**  
**Steady State Analysis**  
**Junction Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Pattern (Constituent)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
FH-1	205.50	Fixed	150	416.70	91.4
FH-2	203.00	Fixed	2,146	380.44	76.8
FH-3	206.00	Fixed	150	418.04	91.7
J-1	200.50	Fixed	0	416.89	93.6
J-2	198.00	Fixed	0	416.54	94.6
J-3	201.00	Fixed	0	418.22	94.0
J-4	198.00	Fixed	0	416.98	94.7
J-5	199.00	Fixed	0	417.20	94.4
J-6	198.50	Fixed	0	417.33	94.7

## Flow Test #2 Steady State Analysis Pipe Report

Current Time: 0.000 hours

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Minor Loss Coefficient (Derived)	Flow (gpm)	Hydraulic Grade (Start) (ft)	Hydraulic Grade (Stop) (ft)	Headloss Gradient (ft/ft)	Velocity (Maximum) (ft/s)
P-1	10	24.0	Ductile Iron	110.0	0.000	30	210.00	210.00	0.000	0.02
P-2	10	24.0	Ductile Iron	110.0	0.000	30	416.89	416.89	0.000	0.02
P-3	190	8.0	Ductile Iron	110.0	0.400	120	416.98	416.89	0.001	0.76
P-4	407	8.0	Ductile Iron	110.0	1.670	-120	416.98	417.20	0.001	0.76
P-5	250	8.0	Ductile Iron	110.0	1.130	-120	417.20	417.33	0.001	0.76
P-6	10	24.0	Ductile Iron	110.0	0.000	1,884	224.00	224.00	0.000	1.34
P-7	10	24.0	Ductile Iron	110.0	0.000	1,884	416.55	416.54	0.000	1.34
P-8	342	8.0	Ductile Iron	110.0	1.670	262	417.33	416.54	0.002	1.67
P-9	197	8.0	Ductile Iron	110.0	0.740	-382	417.33	418.22	0.005	2.44
P-10	10	24.0	Ductile Iron	110.0	0.000	532	418.22	418.22	0.000	0.38
P-11	10	24.0	Ductile Iron	110.0	0.000	532	214.00	214.00	0.000	0.38
P-12	10	6.0	Ductile Iron	110.0	3.470	150	416.89	416.70	0.019	1.70
P-13	10	6.0	Ductile Iron	110.0	3.470	2,146	416.54	380.44	3.610	24.35
P-14	10	6.0	Ductile Iron	110.0	3.470	150	418.22	418.04	0.019	1.70

**Flow Test #2**  
**Steady State Analysis**  
**Reservoir Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Zone	Flow (In net) (gpm)	Hydraulic Grade (ft)
R-1	210.00	Zone	-30	210.00
R-2	224.00	Zone	-1,884	224.00
R-3	214.00	Zone	-532	214.00

**Flow Test #2  
Steady State Analysis  
Pump Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
PMP-1	210.00	On	210.00	416.89	30	206.89
PMP-2	224.00	On	224.00	416.55	1,884	192.55
PMP-3	214.00	On	214.00	418.22	532	204.22



**Flow Test #3**  
**Steady State Analysis**  
**Junction Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Pattern (Constituent)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
FH-1	205.50	Fixed	150	415.43	90.8
FH-2	203.00	Fixed	150	425.01	96.1
FH-3	206.00	Fixed	2,146	373.86	72.6
J-1	200.50	Fixed	0	415.62	93.1
J-2	198.00	Fixed	0	425.19	98.3
J-3	201.00	Fixed	0	409.96	90.4
J-4	198.00	Fixed	0	415.61	94.2
J-5	199.00	Fixed	0	415.60	93.7
J-6	198.50	Fixed	0	415.59	93.9

## Flow Test #3 Steady State Analysis Pipe Report

Current Time: 0.000 hours

Label	Length (ft)	Diameter (in)	Material	Hazen-Williams C	Minor Loss Coefficient (Derived)	Flow (gpm)	Hydraulic Grade (Start) (ft)	Hydraulic Grade (Stop) (ft)	Headloss Gradient (ft/ft)	Velocity (Maximum) (ft/s)
P-1	10	24.0	Ductile Iron	110.0	0.000	174	210.00	210.00	0.000	0.12
P-2	10	24.0	Ductile Iron	110.0	0.000	174	415.62	415.62	0.000	0.12
P-3	190	8.0	Ductile Iron	110.0	0.400	-24	415.61	415.62	0.000	0.16
P-4	407	8.0	Ductile Iron	110.0	1.670	24	415.61	415.60	0.000	0.16
P-5	250	8.0	Ductile Iron	110.0	1.130	24	415.60	415.59	0.000	0.16
P-6	10	24.0	Ductile Iron	110.0	0.000	1,151	224.00	224.00	0.000	0.82
P-7	10	24.0	Ductile Iron	110.0	0.000	1,151	425.19	425.19	0.000	0.82
P-8	342	8.0	Ductile Iron	110.0	1.670	-1,001	415.59	425.19	0.028	6.39
P-9	197	8.0	Ductile Iron	110.0	0.740	1,026	415.59	409.96	0.029	6.55
P-10	10	24.0	Ductile Iron	110.0	0.000	1,120	409.96	409.96	0.000	0.79
P-11	10	24.0	Ductile Iron	110.0	0.000	1,120	214.00	214.00	0.000	0.79
P-12	10	6.0	Ductile Iron	110.0	3.470	150	415.62	415.43	0.019	1.70
P-13	10	6.0	Ductile Iron	110.0	3.470	150	425.19	425.01	0.019	1.70
P-14	10	6.0	Ductile Iron	110.0	3.470	2,146	409.96	373.86	3.610	24.35

**Flow Test #3**  
**Steady State Analysis**  
**Reservoir Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Zone	Flow (In net) (gpm)	Hydraulic Grade (ft)
R-1	210.00	Zone	-174	210.00
R-2	224.00	Zone	-1,151	224.00
R-3	214.00	Zone	-1,120	214.00

**Flow Test #3  
Steady State Analysis  
Pump Report**

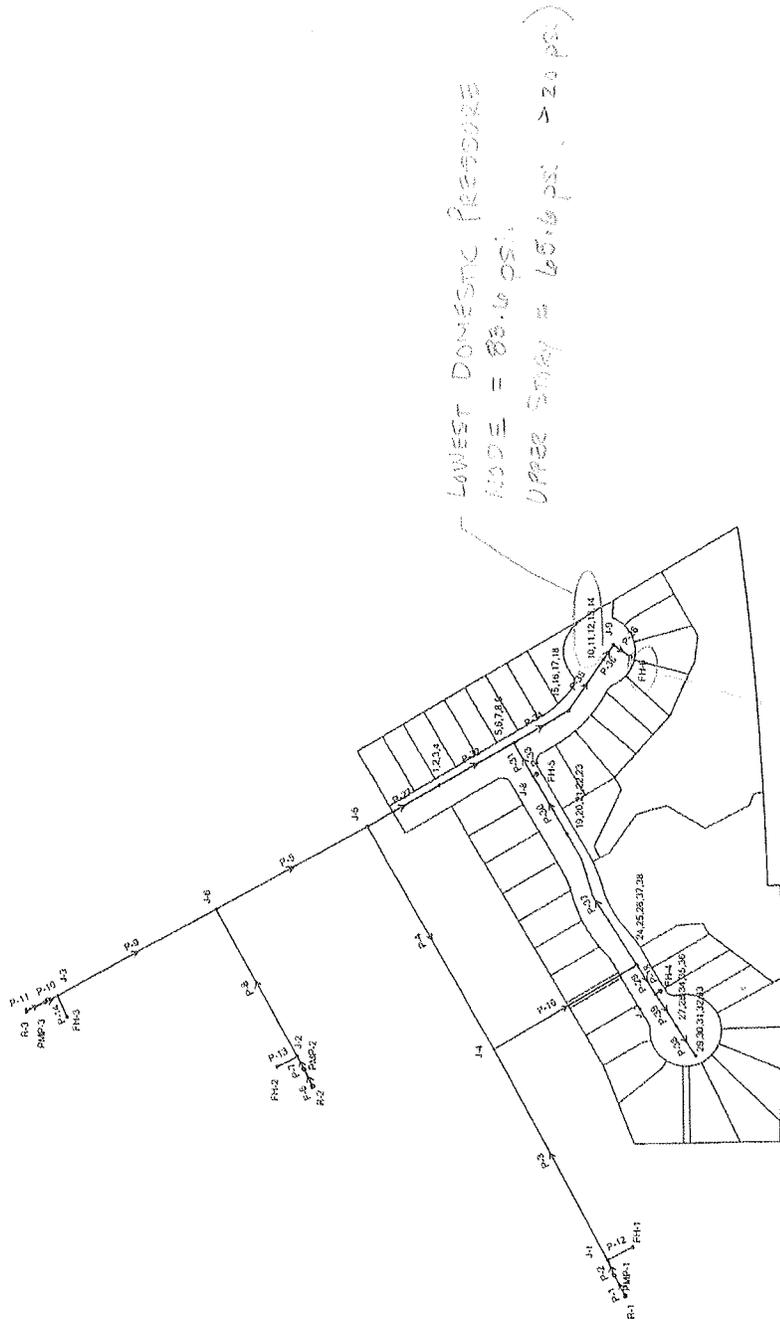
**Current Time: 0.000 hours**

Label	Elevation (ft)	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
PMP-1	210.00	On	210.00	415.62	174	205.62
PMP-2	224.00	On	224.00	425.19	1,151	201.19
PMP-3	214.00	On	214.00	409.96	1,120	195.97

Appendix E



**Base**



TEST ANDRAUT (FA-6)  
1500 gpm @ 76.8 psi (> 20 psi)

**Base  
Steady State Analysis  
Junction Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Pattern (Constituent)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
1,2,3,4	198.50	Fixed	26	407.03	90.2
5,6,7,8,9	199.00	Fixed	32	403.92	88.7
10,11,12,13,14	198.00	Fixed	32	391.14	83.6
15,16,17,18	198.00	Fixed	26	399.06	87.0
19,20,21,22,23	199.50	Fixed	32	405.72	89.2
24,25,26,37,38	201.00	Fixed	32	407.53	89.4
27,28,34,35,36	200.50	Fixed	32	407.51	89.6
29,30,31,32,33	201.00	Fixed	32	407.51	89.3
FH-1	205.50	Fixed	0	412.61	89.6
FH-2	203.00	Fixed	0	427.43	97.1
FH-3	206.00	Fixed	0	420.25	92.7
FH-4	205.00	Fixed	0	407.52	87.6
FH-5	204.00	Fixed	0	404.66	86.8
FH-6	204.00	Fixed	1,500	380.75	76.5
J-1	200.50	Fixed	0	412.61	91.8
J-2	198.00	Fixed	0	427.43	99.3
J-3	201.00	Fixed	0	420.25	94.9
J-4	198.00	Fixed	0	410.71	92.0
J-5	199.00	Fixed	0	410.82	91.6
J-6	198.50	Fixed	0	419.80	95.7
J-7	200.00	Fixed	0	407.52	89.8
J-8	198.00	Fixed	0	404.66	89.4
J-9	198.50	Fixed	0	386.76	81.5

*at upper end = 65.6 psi  
> 20 psi ✓*

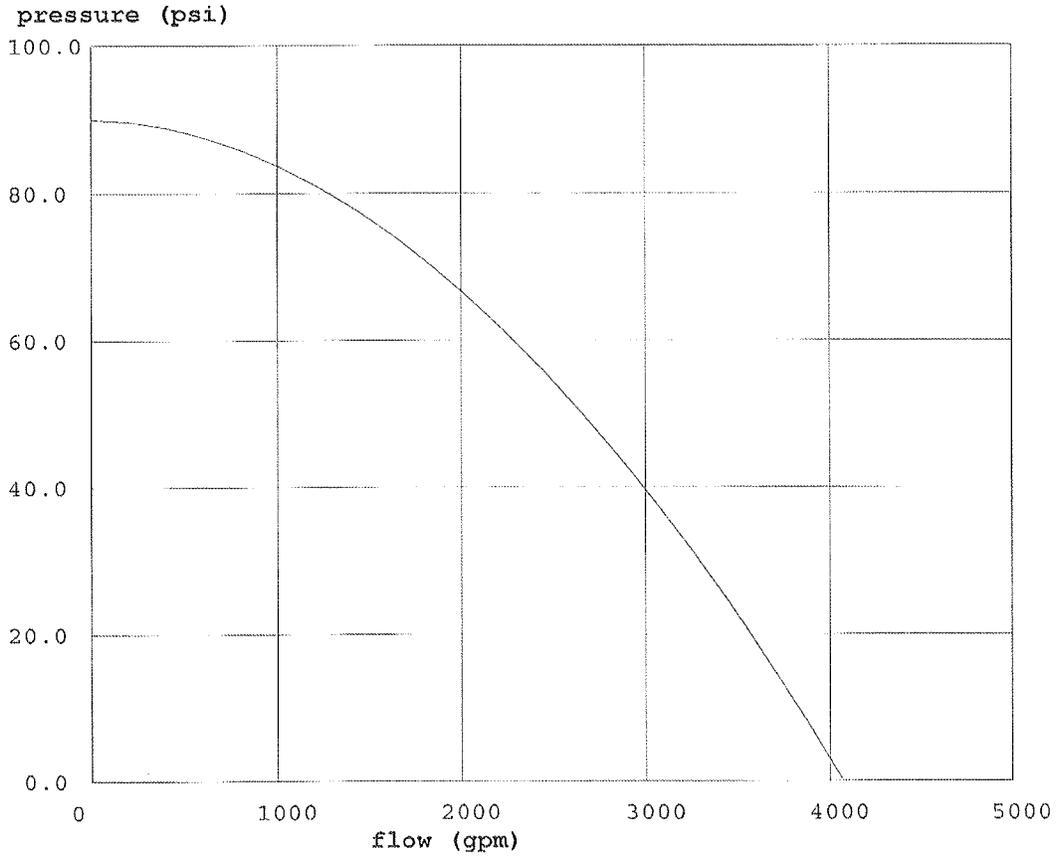
*> 20 psi ✓*

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Project 17510  
Arbor Village No. 9

HYDRANT PRESSURE/FLOW TEST ANALYSIS  
Hydrant Flow Data (Base)



static pressure = 90 psi  
measured pressure = 76.5 psi @ measured flow = 1500 gpm

flow @ 20 psi = 3562 gpm  
flow @ 0 psi = 4065 gpm

## Base Steady State Analysis Pipe Report

Current Time: 0.000 hours

Label	Length (ft)	Diameter (in)	Material	Hazen- Williams C	Minor Loss Coefficient (Derived)	Flow (gpm)	Hydraulic Grade (Start) (ft)	Hydraulic Grade (Stop) (ft)	Headloss Gradient (ft/ft)	Velocity (Maximum) (ft/s)
P-1	10	24.0	Ductile Iron	110.0	0.000	595	210.00	210.00	0.000	0.42
P-2	10	24.0	Ductile Iron	110.0	0.000	595	412.61	412.61	0.000	0.42
P-3	190	8.0	Ductile Iron	110.0	0.400	-595	410.71	412.61	0.010	3.80
P-4	407	8.0	Ductile Iron	110.0	2.020	-81	410.71	410.82	0.000	0.51
P-5	250	8.0	Ductile Iron	110.0	1.130	-1,149	410.82	419.80	0.036	7.33
P-6	10	24.0	Ductile Iron	110.0	0.000	886	224.00	224.00	0.000	0.63
P-7	10	24.0	Ductile Iron	110.0	0.000	886	427.43	427.43	0.000	0.63
P-8	342	8.0	Ductile Iron	110.0	1.670	-886	419.80	427.43	0.022	5.65
P-9	197	8.0	Ductile Iron	110.0	0.740	-263	419.80	420.25	0.002	1.68
P-10	10	24.0	Ductile Iron	110.0	0.000	263	420.25	420.25	0.000	0.19
P-11	10	24.0	Ductile Iron	110.0	0.000	263	214.00	214.00	0.000	0.19
P-12	10	6.0	Ductile Iron	110.0	3.470	0	412.61	412.61	0.000	0.00
P-13	10	6.0	Ductile Iron	110.0	3.470	0	427.43	427.43	0.000	0.00
P-14	10	6.0	Ductile Iron	110.0	2.860	0	420.25	420.25	0.000	0.00
P-16	264	8.0	Ductile Iron	120.0	1.670	675	410.71	407.53	0.012	4.31
P-18	10	6.0	Ductile Iron	120.0	3.470	0	407.52	407.52	0.000	0.00
P-26	33	6.0	Ductile Iron	120.0	0.000	1,500	386.76	380.75	0.182	17.02
P-27	136	8.0	Ductile Iron	120.0	0.740	1,068	410.82	407.03	0.028	6.82
P-29	57	8.0	Ductile Iron	120.0	0.000	-64	407.52	407.53	0.000	0.41
P-30	108	8.0	Ductile Iron	120.0	1.670	547	405.72	404.66	0.010	3.49
P-31	61	8.0	Ductile Iron	120.0	1.670	547	404.66	403.92	0.012	3.49
P-32	136	8.0	Ductile Iron	120.0	0.000	1,042	407.03	403.92	0.023	6.65
P-33	8	6.0	Ductile Iron	120.0	0.000	0	404.66	404.66	0.000	0.00
P-34	101	8.0	Ductile Iron	120.0	0.000	1,558	403.92	399.06	0.048	9.94
P-35	100	8.0	Ductile Iron	120.0	2.190	1,532	399.06	391.14	0.079	9.78
P-36	28	8.0	Ductile Iron	120.0	2.190	1,500	391.14	386.76	0.156	9.57
P-37	234	8.0	Ductile Iron	120.0	0.000	579	407.53	405.72	0.008	3.70
P-38	57	8.0	Ductile Iron	120.0	0.740	-32	407.51	407.51	0.000	0.20
P-39	57	8.0	Ductile Iron	120.0	0.740	-64	407.51	407.52	0.000	0.41

**Base  
Steady State Analysis  
Reservoir Report**

**Current Time: 0.000 hours**

Label	Elevation (ft)	Zone	Flow (In net) (gpm)	Hydraulic Grade (ft)
R-1	210.00	Zone	-595	210.00
R-2	224.00	Zone	-886	224.00
R-3	214.00	Zone	-263	214.00

**Base  
Steady State Analysis  
Pump Report**

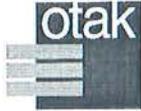
**Current Time: 0.000 hours**

Label	Elevation (ft)	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
PMP-1	210.00	On	210.00	412.61	595	202.61
PMP-2	224.00	On	224.00	427.43	886	203.43
PMP-3	214.00	On	214.00	420.25	263	206.25

**EXHIBIT 8**

**SEWER SERVICE AVAILABILITY MEMORANDUM**

# Memorandum



808 SW 3<sup>rd</sup> Avenue  
Suite 300  
Portland, OR 97204  
Phone (503) 287-6825  
Fax (503) 415-2304

To: Mike Peebles, PE  
From: Brad Swearingen, PE *BSA*  
Copies: File  
Date: November 3, 2015  
Subject: Arbor Village No. 9 Sanitary Sewer Analysis  
Project No.: 17510

The purpose of this memorandum is to summarize the design and analysis of the proposed sanitary sewer improvements for Phases 9 of the Arbor Village PUD, located in Banks, Oregon.

## Clean Water Services Sanitary Sewer Master Plan Update, 2009

The Clean Water Services (CWS) Sanitary Sewer Master Plan Update of 2009, completed by West Yost Associates, dated March 31, 2009, contains an analysis of the existing and future sanitary sewer improvements within the greater Banks area. The Master Plan update indicates that the subject area (Arbor Village No. 9) has already been factored into the current design and sizing of the sanitary infrastructure that flows to the Banks #2 Pump Station (Oak Village) as shown on the attached exhibit. The notes section of the exhibit indicate that the existing pump station could accommodate substantial growth without exceeding the current rated capacity of the pump station, and that an analysis of the current 14-inch force main shows that its size is also adequate to support substantial growth.

## Arbor Village No. 9 Proposed Sanitary Sewer

Arbor Village No. 9 consists of 38 single family detached lots. According to the CWS Sanitary Sewer Master Plan Update, Arbor Village No. 9 is served by the Banks #2 PS (Oak Village) Sanitary Sewer Basin with a connection to existing SSMH No. 26126 (i.e.=195.6), located at the stub end of NW Ashton Drive. The proposed Arbor Village No. 9 development and sanitary sewer plan is shown on the attached plan sheet, SAN-EX.

An 8-inch pipe flowing half-full, with a slope of 0.50%,  $n = 0.013$ , will provide a flow capacity of 0.43 cfs at 2.45 fps. Using the design criteria from the CWS Master Plan update, the calculated design flow for Arbor Village No. 9 at the connection point to the existing sanitary system is 0.08 cfs. The existing system has adequate capacity to convey this additional proposed sanitary flow.





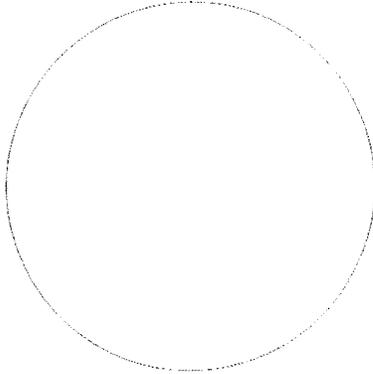
Basin	Area (Acres)	Multi-Family Units	Multi-Family Flowrate (gal/day/unit)	Compact Neighborhood Lots	Compact Neighborhood Flowrate (gal/day/unit)	Single Family Lots	Single Family Flowrate (gal/day/unit)	Peaking Factor	Land Use WW Estimate (gpd)	Infiltration and Inflow (gpd/a)	I/I (gal/day)	Total WW Estimate (gal/day)	Total WW Estimate (cfs)
Flow to NW Ashton Drive	8.36	0	178	0	247	38	160.8	2.5	15,276	4,000	33,440	48,716	0.08

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Project 17510  
Arbor Village No. 9

GRAVITY PIPE FLOW (Chezy-Manning)



2"

diameter = 8.0"  
slope = 0.50%  
material: PVC  
Manning's n = 0.013  
depth of flow = 100.00% of diameter (full)

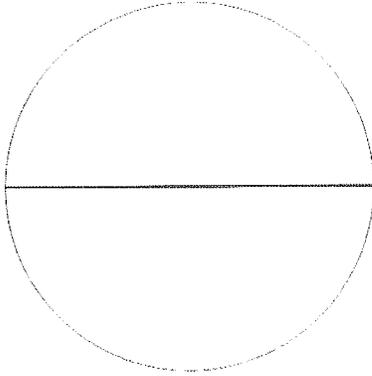
wetted perimeter = 2.09'  
area = 0.35 s.f.  
hydraulic radius = 0.17'  
velocity = 2.45 fps  
flow = 0.86 cfs

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Project 17510  
Arbor Village No. 9

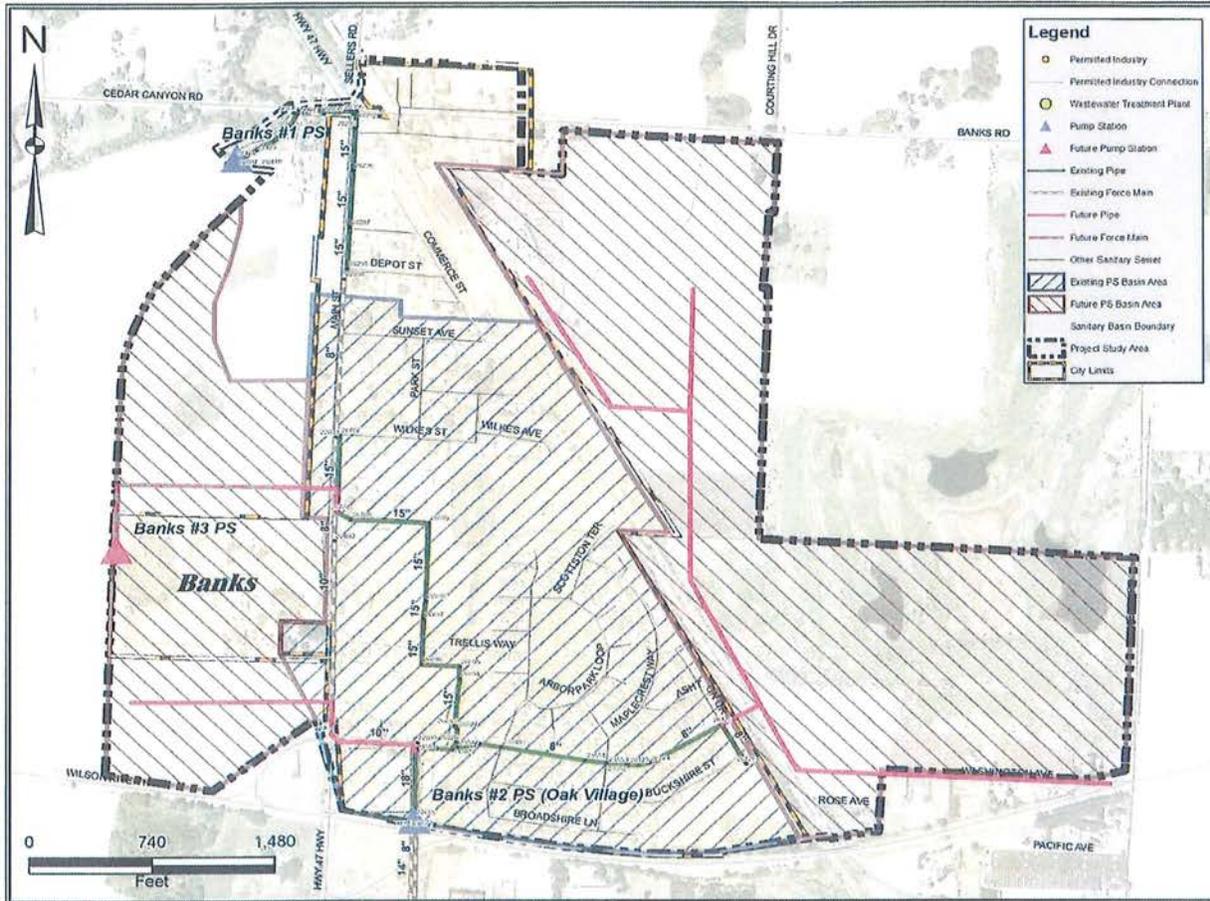
GRAVITY PIPE FLOW (Chezy-Manning)



2"

diameter = 8.0"  
slope = 0.50%  
material: PVC  
Manning's n = 0.013  
depth of flow = 50.00% of diameter

wetted perimeter = 1.05'  
area = 0.17 s.f.  
hydraulic radius = 0.17'  
velocity = 2.45 fps  
flow = 0.43 cfs



### Banks #2 PS (Oak Village)

Scenario	Developed PS Basin Size, acres	PS Basin Composite Density, EDU <sup>1</sup> /acre	Total ADWF <sup>2</sup> , mgd	PS Basin Composite I/I <sup>3</sup> , gpd/acre	Modeled PWWF <sup>4</sup> , mgd	Modeled Force Main Velocity <sup>5</sup> , fps	Remaining Firm Capacity, mgd	PS Basin EDUs <sup>6</sup>	Approx. Residential DUs <sup>7</sup>	Approx. Residential Population @ 2.4 pers/DU	Remaining EDUs <sup>8</sup>	Improvement Required?, Y/N
Existing Conditions	295	2.29	0.11	930	0.49	0.72	0.91	677	119	286	1,746	N
2015 Conditions <sup>9</sup>	295	11.35	0.54	1,890	1.41	2.03	0.00	3,354	1,431	3,433	1	N
Buildout Conditions <sup>9</sup>	392	10.69	0.67	1,860	1.85	2.68	-0.45	4,185	3,659	8,783	-858	Y
Buildout Plus Conditions	N/A	N/A	N/A	N/A	1.85	2.68	-0.45	4,185	N/A	N/A	N/A	N/A
Firm Capacity	1.41											

**Footnotes:**

1. Equivalent Dwelling Units
2. Average Dry Weather Flow
3. Inflow and Infiltration
4. Peak Wet Weather Flow
5. Based on existing force main diameter and modeled PWWF. Actual velocity will be determined by pumping rate.
6. Based on total ADWF and 161 gpd/EDU
7. Based on residential ADWF and 161 gpd/EDU. Assumes flows from growth areas with a non-specific land use (RRFU or FF) is 72% residential.
8. Assumes 8 EDU/acre for the purpose of converting remaining PWWF capacity to an equivalent ADWF
9. Includes RRFU and FF land use areas listed as occupied

**Master Planning Notes: Banks #2 (Oak Village)**

Pump station would require upsizing to accommodate all potential growth identified for Banks. However, substantial growth can be accommodated without exceeding the current rated capacity of the pump station, and the timing of that growth will determine the timing of the upgrade. Note that development on both the west and east sides of Banks is unlikely.

Force main analysis assesses velocities in the 14-inch portions of the force main. Buildout flows would not result in excessive velocities, so it is likely that the existing force main size is adequate if the pipeline remains in serviceable condition. The force main is very long, so pumping head must be carefully considered at the time the pump station upgrade is designed.

Clean Water Services  
 Sanitary Sewer Master Plan Update  
 March 30, 2009  
 WEST VOEST  
 ASSOCIATES  
 517-03-06-14

**Banks # 2 PS**

Firm Capacity: 1.41 mgd  
 No. Pumps: 2  
 Basin: Hillsboro

FM Diameter: 14 to 16 in  
 FM Length: 31,440 ft

Table 2-2. Unit Flow Factors for ADWF

Metro Land Use Acronym	Land Use Category		Dwelling Unit Density (DU/acre)			Unit Capita Flow Factor, gpd/cap	Population Density <sup>(1)</sup> , Capita/DU	Unit ADWF Factor, gpd/acre	
	Description	Definition	Min	Max	Used for Planning				
SFR1	Single Family 1	Detached housing with minimum lot sizes from 20,000 sq feet and up.	1.0	2.2	2.2	67.0 <sup>(a)</sup>	2.4	350 <sup>(a)</sup>	
SFR2	Single Family 2	Detached housing with minimum lot sizes ranging from 12,000 to 20,000 sq feet.	2.2	3.6	3.6	67.0 <sup>(a)</sup>	2.4	584 <sup>(a)</sup>	
SFR3	Single Family 3	Detached housing with minimum lot sizes ranging from 8,500 to 12,000 sq feet.	3.6	5.1	5.1	67.0 <sup>(a)</sup>	2.4	824 <sup>(a)</sup>	
SFR4	Single Family 4	Detached housing with minimum lot sizes from 6,500 to 8,500 sq feet.	5.1	6.7	6.7	67.0 <sup>(a)</sup>	2.4	1,078 <sup>(a)</sup>	
SFR5	Single Family 5	Detached housing with minimum lot sizes ranging from 5,500 to 6,500 sq feet.	6.7	7.9	7.9	67.0 <sup>(a)</sup>	2.4	1,274 <sup>(a)</sup>	
SFR6	Single Family 6	Detached housing with minimum lot sizes from 4,000 to 5,500 sq feet.	7.9	11	10.9	67.0 <sup>(a)</sup>	2.4	1,751 <sup>(a)</sup>	
SFR7	Single Family 7	Detached housing with minimum lot sizes ranging from 0 to 4,000 sq feet.	11	17.4	17.4	67.0 <sup>(a)</sup>	2.4	2,802 <sup>(a)</sup>	
MFR1	Multi family 1	Housing and or duplex, townhouse and attached single-family structures allowed outright. Maximum net allowable densities range from 2 to 25 units per acre, with height limits usually set at 2 1/2 to 3 stories.	2.0	25	21.2 <sup>(b)</sup>	83.3 <sup>(a)</sup>	2.4	4,240 <sup>(a)</sup>	
MFR2	Multi family 2	Housing accommodating densities ranging from 25 to 50 units per acre. Buildings may exceed three stories in height.	25	50	47.1 <sup>(b)</sup>	83.3 <sup>(a)</sup>	2.4	9,420 <sup>(a)</sup>	
MFR3	Multi family 3	Housing accommodating densities ranging from 50 to 100 units.	50	100	47.1 <sup>(b)</sup>	83.3 <sup>(a)</sup>	2.4	9,420 <sup>(a)</sup>	
MFR4	Multi family 4	Housing accommodating densities greater than 100 units. This is the densest of the multi-family zones and would require greater use of vertical space and buildings with multiple stories.	100	150	47.1 <sup>(b)</sup>	83.3 <sup>(a)</sup>	2.4	9,420 <sup>(a)</sup>	
MUC1	Mixed Used Center 1	Combines residential and employment uses in town centers, main streets and corridors.				14.1 <sup>(c)</sup>	87.0 <sup>(a)</sup>	2.4	2,944 <sup>(a)</sup>
MUC2	Mixed Used Center 2	Combines residential and employment uses in light rail station areas and regional centers.				25.9 <sup>(c)</sup>	87.0 <sup>(a)</sup>	2.4	5,408 <sup>(a)</sup>
MUC3	Mixed Used Center 3	Combines residential and employment uses in central city locations. Mixed use is weighted toward residential development.				25.9 <sup>(c)</sup>	87.0 <sup>(a)</sup>	2.4	5,408 <sup>(a)</sup>
PF	Public Facilities	Public facilities							3,659 <sup>(a)</sup>
POS	Parks and Open Space	Parks and open space							0 <sup>(a)</sup>
RRFU	Rural or Future Urban	Residential uses permitted on rural lands or areas designated for future urban development, with minimum lot sizes of one acre or more.							32 <sup>(a)(b)</sup>
CC	Central Commercial	Allows a full range of commercial activities typically associated with central business districts. More restrictive than general commercial in the case of large lot and highway oriented uses, but usually allows multi-story development.							3,659 <sup>(a)</sup>
CG	General Commercial	Larger scale commercial districts, often with a more regional orientation for providing services. Businesses offering a wide variety of goods and services are permitted and include highway and strip commercial zones.							3,659 <sup>(a)</sup>
CN	Neighborhood Commercial	Small scale commercial districts permitting retail and service activities such as grocery stores and laundromats supporting the local residential community. Floor space and/or lot size is usually limited from 5,000 to 10,000 square feet.							3,659 <sup>(a)</sup>
CO	Office Commercial	Districts accommodating a range of business, professional and medical office facilities, typically as a buffer between residential areas and more intensive uses.							3,659 <sup>(a)</sup>

Table 2-2. Unit Flow Factors for ADWF

Metro Land Use Acronym	Land Use Category		Dwelling Unit Density (DU/acre)			Unit Capita Flow Factor, gpd/cap	Population Density <sup>(1)</sup> , Capita/DU	Unit ADWF Factor, gpd/acre
	Description	Definition	Min	Max	Used for Planning			
FF	Agriculture or Forestry	Activities suited to commercial scale agricultural production, typically with lot sizes of 30 acres or more.						0 <sup>(6)</sup>
IA	Industrial Area	Districts designated exclusively for manufacturing, industrial, warehouse and distribution related operations.						3,659 <sup>(4)</sup>
IH	Heavy Industrial	Districts permitting light industrial and more intensive industrial activities such as bottling, limited chemical processing, heavy manufacturing and similar uses.						7,318 <sup>(4)</sup>
IL	Light Industrial	Districts permitting warehousing and light processing and fabrication activities. May allow some commercial activities.						3,659 <sup>(4)</sup>
IMU	Mixed Use Industrial	Districts accommodating a mix of light manufacturing, office and retail uses.						3,659 <sup>(4)</sup>

(1) Target density from Metro's 1999 Urban Growth Report Update.

(2) Factor based on that used in the 1999 Collection System Needs Analysis Report.

(3) Assumed population densities taken from 1999 Collection System Needs Analysis Report. Values confirmed by District for use in this Sewer Master Plan Update.

(4) Unit Flow Factor developed for this Sewer Master Plan Update (differs from that used in 2000 Sewer Master Plan Update).

(5) Unit Flow Factor consistent with that used in the 2000 Sewer Master Plan Update.

(6) Unit flow factor used for parcels currently listed as "non-vacant" (currently occupied) -- consistent with that used in the 2000 Sewer Master Plan Update. The unit flow factor used for the Buildout development condition is 3,800 gpd/acre.

**EXHIBIT 9**  
**ARBOR VILLAGE CC&R'S**

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**“ADDENDUM TO BANKS ESTATES”**

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION,  
DECLARATION OF INITIAL FEES**

**CREATION OF ADDITIONAL PHASES TO BE KNOWN AS:  
“ARBOR VILLAGE”**

The subject property is a replat of Tract “C” of “Banks Estates” and a Parcel of Land located in the S.W. ¼ of Section 31, T.2N, R.3W., W.M., City of Banks, Washington County Oregon. Banks Estates is a plat recorded in Plat Book 116 and Pages 47-51, Document No 98027230 Washington County Deed Records. Arbor Village represents subsequent phases of the “Banks Estates” planned multi-phase development consisting of single family, multi-family owner and renter occupied development proposed for approximately 90 acres of land. ‘Banks Estates’ was phase one of the overall PUD henceforth to be known as ‘Arbor Village’.

This Declaration of Protective Covenants, Conditions and Restrictions; Establishment of a Homeowners Association and Initial Declaration of Homeowners Association Annual Fee is applicable to Arbor village lots 1-251 inclusive, Tracts A through G inclusive.

After Recording Return To:  
West Hills Development Co.  
14273 N.W. Science Park Drive  
Portland, OR 97229

**WHEREAS**, All rights and obligations created in the “Declaration of Covenants, Conditions and Restriction, Establishment of Homeowners Association, Declaration of Initial Fees for Banks Estates” shall henceforth be responsibility of the herein established Arbor Village Homeowners Association.<sup>1</sup>

**WHEREAS**, This document will apply to subsequent phases of Arbor Village, following City approval of said phases. The Declarant reserve the right to amend this document to reflect incorporation of additional land, additional and/or different provisions which reflect governmental, physical and market requirements as additional phases are approved and constructed in Arbor Village.

**WHEREAS**, West Hills Development Co., hereinafter referred to as Declarant, is owner in fee simple of the above described real property; and,

**WHEREAS**, Declarant declares its intention to develop, consistent with the City of Banks’ ordinances, additional property which is part of or adjacent to Arbor Village. Said additional property may contain structures other than single family detached residences, may be accessed in part across lot number ninety (90) and may become part of this Homeowners Association at Declarant, its successor or assigns sole option; and,

**WHEREAS**, Declarant declares of public record its intention to create a Homeowners Association for maintenance of structures, landscaping improvements, irrigation system(s), lighting system(s), certain fencing, street trees, buffer strips, median landscaping, pathways and entry monuments on Arbor Village; and,

**WHEREAS**, as used herein, only in the context of the Homeowners Association obligations, “maintenance” includes repair, replacement, upkeep of the common area(s), including without limitation, all structures, drainage systems, lighting systems, irrigation systems and pathways; all acts of maintenance and repair shall be held to the “as good as or better than the improvement which was initially constructed,” and all applicable governmental regulation standards; and,

<sup>1</sup> In case of conflict between the terms of the herein created Arbor Village CCRs and Homeowners Association and the terms contained in the original ‘Banks Estates’ declaration, the ‘Banks Estates’ terms shall govern lots 1-89 inclusive and Tracts A through G, Banks Estates. In all other situations the terms of the herein created Arbor Village Homeowners Association and CC&Rs shall govern, including any increase in annual homeowners association fees, which may, pursuant to Homeowners Association bylaws become applicable to said lots 1-89 of Banks Estates.

**WHEREAS**, Tract “C” of Banks Estates was intended to serve as the location of a .55 acre open space for park purposes related to the requirements of Phase I, Banks Estates. Tract C was dedicated to the City of Banks and maintained by the City of Banks. Since that dedication, the City of Banks and Declarant have agreed to Deed Tract “C” Banks Estates back to Declarant and Declarant will dedicate other land to create Tract “A”, Arbor village to the City as a Park with maintenance to be the responsibility of the Arbor Village Homeowners Association as set forth herein. Housing will be allowed on Banks Estates Tract “C”; and,

**WHEREAS**, Declarant declares of public record its intention to create a Homeowners Association for maintenance of common area structures, landscaping improvements, certain fencing, street trees, buffer strips, and entry monuments on Arbor village; and,

**WHEREAS**, Declarant shall install landscaping in traffic/roadway medians and the Arbor Village Homeowners Association shall be obligated to maintain said median improvements; and,

**WHEREAS**, Declarant declares of public record that Tract A, also known as the 5 acre Central Park, will be dedicated to the City of Banks with normal, day to day maintenance of Tract A’s Declarant and or Homeowners Association installed improvements, to remain a responsibility of the Arbor Village Homeowners Association while maintenance of any City of Banks installed improvements in Tract “A” to be the responsibility of said City of Banks; and,

**WHEREAS**, Declarant declares of public record that any maintenance or repair of Tract “A” improvements installed by Declarant and or the Homeowners Association, which is necessitated as a result of damage caused by the general public and/or City of Banks approved activities shall be the responsibility of the City of Banks pursuant to terms of a use permit granted by the City of Banks and approved by the Homeowners Association; and,

**WHEREAS**, The City of Banks shall hold the Homeowners Association harmless from any liability and defend any action brought against the Homeowners Association which arises out of a function permitted on Tract “A” pursuant to a City issued use permit or resulting from use of Tract “A” by the public at large rather than the owner of property in Arbor village and or Banks Estates; and,

**WHEREAS**, Tract “B” of Arbor Village shall be open space, including a public pedestrian path to be maintained by the Homeowners Association in a manner to be consistent with the character of the area in which it is located; and,

**WHEREAS**, Declarant shall grant to the Unified Sewerage Agency (hereinafter USA) an easement on Tract “C” of Arbor village for the construction, operation and maintenance of the storm and surface water drainage and detention facility; Tract “C”

shall be owned by and maintained by the Homeowners Association subject to the terms of the USA easement; and,

**WHEREAS**, Tracts “D” and “G” of Arbor Village shall be dedicated to the Homeowners Association, subject to public pedestrian access easement over their entirety. Declarant shall install improvements within said Tracts D and G in accordance with standards approved by the City of Banks Engineer. Landscaping, street trees and other amenities in tracts D and G, if any, shall be maintained by the Arbor Village Homeowners Association; and,

**WHEREAS**, Tracts “E”, “F”, and “H”, of Arbor Village contain private streets shall be owned by the Homeowners Association but maintained by the adjacent property owners taking access from said individual tracts pursuant to maintenance agreements which attach to an run with ownership of that property taking access from said tracts. Said tracts shall be subject to a public access easement, public pedestrian and bicycle access easement, public storm drainage easement and public sanitary sewer easement to the USA of Washington County, public water line easement and public utility easement over their entirety; and,

**WHEREAS**, Declarant declares that Tract “H” shall be allowed to expand to accommodate all future lot owners who will take access there from until full build out of Arbor Village has occurred; and,

**WHEREAS**, Declarant reserves the right to impose upon any lot which is 40 feet or less in width, a landscape maintenance agreement which shall obligate said lot owner to participate financially in the maintenance of any Declarant installed landscaping associated with said lot (this potential obligation applies to currently numbered lots 1 through 13 along Elmhurst Place and currently numbered lots 98 through 118 along Ashton Drive); and,

**WHEREAS**, Declarant declares that a 6.0 foot wide public utility easement shall exist along the lot lines of lots 8-13, 27-30 and 119 abutting the private street tracts; and,

**WHEREAS**, Declarant declares a 1.50 foot wide public sidewalk easement shall exist along all lot and tract lines abutting public streets except on lots 1-7 abutting N.W. Trellis Way; and,

**WHEREAS**, Declarant declares a 4.50 foot wide public sidewalk easement shall exist along lot 1-7, 24-26, and 115-118; and,

**NOW, THEREFORE**, Declarant hereby declares that the subject property shall be held, sold and conveyed in accord with all applicable governmental ordinances and development agreements the preceding whereas obligations and the following restrictions, covenants and conditions (CC&Rs) and Homeowners Association Provisions (Provisions). The purpose of the CC&Rs and the Provisions is to maintain and protect the value and desirability of said real property. The terms of these CC&Rs and

Provisions shall insure to the benefit of each owner of property in Arbor village including its initial stage (Banks Estates) and shall be binding on all parties having any right, title or interest in the above described property or any portion thereof, their heirs, successors and assigns. These CC&Rs and Provisions shall run with and attach to the subject property and bind all the real property within this subdivision.

### **HOMEOWNERS ASSOCIATION PROVISIONS**

Arbor Village Homeowners Association (Association) (formerly known as Banks Estates Homeowners Association) is intended to be a Deminimus Planned Community as established by the ORS 94.570 2(b), which states a deminimus planned community is one:

(b) For which the estimated total annual assessment against all lots in the planned community for maintenance and for the reserves required under ORS 94.595 does not exceed the greater of two percent of the estimated value of all lots against which the assessment will be levied or the product of \$360 multiplied by the total number of lots in the planned community. For the purposes of this paragraph, the estimated value includes the sewers, water systems and streets but not any structures. The assessment estimate under this paragraph:

- A. Shall include current costs for any services, which the Declarant will be providing at less than cost during the period the Declarant is marketing the lots and which the association will have to provide at cost after the Declarant no longer performs these services. Current costs shall be based on competitive current rates for alternative professional services for such items as landscape and pool maintenance.
- B. Shall include maintenance and reserve account estimates based on figures obtained from the department of the city, county or district which would normally perform or contract for services which instead are provided by the planned community.
- C. Shall be conclusively presumed to have been made in good faith if one year after the declarant no longer provides any services at less than cost, the total assessment for maintenance and reserves does not exceed three percent of the current assessed value of these lots not including structures on the lots.

THE INITIAL ANNUAL FEE FOR THE HOMEOWNERS ASSOCIATION SHALL BE ONE HUNDRED (\$100) PER LOT. THE FIRST ANNUAL FEE AMOUNT IS PAYABLE TO THE DECLARANT ON BEHALF OF THE ARBOR VILLAGE HOMEOWNERS ASSOCIATION AT TIME OF CLOSING. ADDITIONAL ANNUAL FEES SHALL BE PAID TO DECLARANT ON BEHALF OF THE ARBOR VILLAGE HOMEOWNERS ASSOCIATION UNTIL THE ADMINISTRATION OF THE HOMEOWNERS ASSOCIATION IS TRANSFERRED TO THE INDIVIDUAL MEMBERS AS HEREIN SET FORTH.

- A. The method of determining voting rights, the liability of each single family lot for common expenses and right of each single family lot to any common profits of the Association shall be as follows (in the vent lot ninety (90) is converted to use as a roadway, street, driveway, etc. as herein allowed, it will cease to be considered a lot for the purposes of this document):
- 1) All owners and contract purchasers of lots shall be members of the Association. The allocation of votes to lots shall be one (1) vote per lot. Declarant reserves the right to incorporate future phases of Arbor Village into the Homeowners Association.
  - 2) Once activated, as set forth herein, or later modified by inclusion of other property, the Association shall be responsible for taxes, liability insurance and maintenance, repair and replacement of landscaping and fences on the common property, including the entry monuments and associated landscaping located within easements.
  - 3) All costs of maintenance, repair and replacement of all common property, landscaping, structures, pathways, fences, median strips and entry monuments shall be borne by the lot owners equally. Said costs shall be assessed annually by the Association unless a special assessment is necessary.
  - 4) Any lot owner failing to pay his or her proportionate share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of 12% per annum and costs of collection of such assessment including attorney fees. All such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable. No assessment will be levied against lots while owned by Declarant.
  - 5) All common profits of the Association shall be allocated equally to each lot owners.
- B. Declarant shall install the initial improvements in the various Tracts consistent with City of Banks standards. Maintenance of the structures, landscaping, pathways and fencing in common areas and the entrance monuments and related landscaping in the non-private street Tracts shall be the responsibility of the Homeowners Association. Common area taxes and common area liability insurance shall become the responsibility of the Association upon activation of the Association as set forth herein. Liability insurance shall include Declarant as a named insured. The improvements in Tracts shall be maintained in a manner that will provide a uniform appearance throughout Arbor Village.
- C. There shall be no restrictions on the alienation of lots. A lot may not be divided but may be combined with other lots.
- D. The intended use of each lot is residential, with the exception that lot ninety (90) which may, in declarant's, its assigns or successors sole discretion, be used as a road, driveway or other form of access to adjacent property or future phases of Arbor Village.
- E. Common property deeds and easements will be held in escrow by Declarant until the Association is activated as herein provided. The Deed to Tract A shall be dedicated to the City of Banks.

- F. Any amendment of the declarations shall be by vote or agreement of the owners representing at least 75% of the total votes in the Association. However, in no event shall an amendment under this section limit or modify Declarant's, its' agents or assigns, rights regarding the Architectural Control Committee or access to utilities located in the common areas. No amendment shall change the boundaries of any lot or any uses to which any lot or tract is restricted unless the owners of the affected lots unanimously consent to the amendment. Amendments to declaration under this section shall be executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Board of Directors of the Association. Amendments to a declaration under this section shall be effective only upon recordation.
- G. Declarant reserves the right to an unspecified easement across, through and under any Tract or easement for connection to utility lines located in said Tract, easement or neighboring property.
- H. The date after which the right to withdraw property from the Association shall expire is the date upon which the Administration of the Arbor Village Homeowners Association is transferred to the members as herein provided.
- I. Upon activation of the Association the Bylaws for the Homeowners Association shall take effect and govern Association activities. Administration of the Homeowners Association shall be transferred from Declarant to the members no later than when homes on 75% of the proposed lots and buildings have been occupied. The Declarant shall call a meeting for the purpose of turning over administrative responsibility for the Homeowners Association and related property to the Association not more than 120 days after 75% of the lots and buildings have been occupied. The Declarant shall give notice of the meeting to each lot owner. At said meeting the members shall elect a homeowners Board of Directors in accordance with the Bylaws of the Association.

Following said turnover meeting, Declarant, its agents or assigns shall continue to have the right to use all of the roads within the subdivision and lot ninety (90) to develop and or build upon adjoining property and each owner of a lot agrees that he or she will not object to such use or to oppose Declarant's, its agents or assigns future development or building plans on said adjoining property.

At the turnover meeting the Declarant shall turn over to the Association the responsibility for the administration of the Association and said Association shall accept the administrative responsibility. The Declarant shall deliver, if they exist:

- 1) The original or a photocopy of the recorded declaration and copies of the Bylaws of the Association and any supplements and amendments thereto;
- 2) A deed to the common property in Banks Estates;
- 3) The minute books, including all existing minutes and other books and records of the Association and the Board of Directors;
- 4) All rules and regulations adopted by the Declarant;
- 5) All funds, if any, of the Association and control of the funds;
- 6) All tangible personal property and an inventory thereof belonging to the Association, if any;

- 7) Records of all property tax payments for the common property to be administered by the Association;
  - 8) Copies of any income tax returns filed by the Declarant in the name of the Association and supporting records of the returns, if any;
  - 9) All bank signature cards, if any;
  - 10) An operating budget for the portion of the Association property turned over to Association administration and a budget for replacement and maintenance of the common property, as applicable;
  - 11) A copy of 'as built' architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;
  - 12) The plans for underground site service, including television service, site grading, site drainage and landscaping, to the extent those are available and are not official records kept at Washington county;
  - 13) Any other plans and information relevant to future repair or maintenance of the Association property;
  - 14) A list of the general contractor and the electrical, masonry, landscaping and plumbing contractors responsibility for construction or installation of common property improvements;
  - 15) Insurance policies;
  - 16) Any permits issued by governmental bodies applicable to the Association property in force or issued within one year before the date on which the owners assume administrative responsibility;
  - 17) A list of any written warranties on the Association property that are in effect and the names of the contractor, subcontractor or supplies who made the installation for which the warranty is in effect;
  - 18) A roster of owners and their addresses and telephone numbers, if known, as shown on the records of the declarant;
  - 19) Employment or service contracts in which the Association is a contracting party of service contracts in which the Association or the owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and
  - 20) Any other contracts to which the Association is a party.
- J. In order to facilitate an orderly transition during the three month period following the turnover meeting, the Declarant or an informed representative shall be available, if needed, to meet with the Board of Directors on no more than three mutually acceptable dates to review the documents covered above.
- K. Upon the transfer of administration of the Homeowners Association to the members by the declarant as herein set forth the Association Board of Directors shall establish a reserve account for replacement of all items of common property which will normally require replacement in whole or in part, in more than three and less than thirty years. Said account shall be funded by assessments against the individual lots for maintenance items for which the reserves are established.

The reserve account shall be established in the name of the Homeowners Association. The Association shall be responsibility for administering the account, for

making periodic payments into it, and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.

The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the Association, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be paid later from special assessments or maintenance fees.

Following the second year after the Association has assumed administrative responsibility for the Association, if owners of lots representing 75% of the votes of the Association agree to the action they may vote to increase, reduce, or eliminate future assessments for the account.

Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item.

The Association may not sell, convey or subject to a security interest any portion of the common property. This prohibition does not apply to granting of easements for public utilities or other public purposes consistent with the intended use of the common property.

The Association shall enter into an agreement with the City of Banks governing the use of Tract A (Central Park) for events, which encompass more than the activities of the owners of lots in Arbor Village. A copy of a sample Park Permit procedures document "use permit" which will govern the use of Central Park (Tract "A") has been developed by the City of Banks and is, by this reference incorporated herein for guidance. The terms of that permit procedure document can be modified by the Homeowners Association with City of Banks approval. The intention of declarant is that the Homeowners Association shall include a position for City of Banks liaison person(s), i.e. a member of City Council or a person selected by Mayor of City of Banks and confirmed by City Council, to accomplish the purposes for which Tract "A" (Central Park) was created. It is further Declarant's intention that the City of Banks shall be responsible for the organization, policing, and replacement of any improvements damaged by activities which the City approves for use of Tract "A" by the general public.

**ARCHITECTURAL AND CONSTRUCTION STANDARDS,**  
**RESIDENTIAL COVENANT**

The rights of the Association with respect to the common property or the rights of a single-family individual lot owner with respect to a lot or improvements on a lot, shall be restricted as follows. The following covenants, conditions and restrictions are in addition to the ordinances, rules and regulations of City of Banks or Washington County, Oregon. The CC&Rs for future phases, common wall and multi-family structures may differ from the following. In case of conflict between the following covenants, conditions and restrictions and the ordinances, rules and regulations of the City of Banks or Washington County, Oregon, the ordinances, rules and regulations of the City of Banks or Washington County shall control.

**A. RESIDENTIAL COVENANTS**

1. **Land Use and Building Type** – No lot shall be used except for residential purposes. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter for the protection of such swimming pool provided the location of such structure is in conformity with the applicable municipal regulations, the structure is compatible in design and decoration with the residence constructed on such lot and the structure and its location has been approved by the Architectural Control Committee (Committee). The provisions of this section shall not be deemed to prohibit the right of any home builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sale in this subdivision. There shall be no construction, landscaping, clearing, grading, tree cutting or land filing on a lot without the approval of the Architectural Control Committee. There is a right to repair or restore improvements on the lot at the owner's discretion in the event of damages or destruction; however, at all times such improvements must comply with these CC&Rs and the rules and regulations of the Architectural Control Committee. Nothing in this paragraph or this document as a whole shall be interpreted to prohibit declarant, its assigns or successors, at its or their sole discretion from using lot number ninety (90) as a street, roadway or other means of access to property adjacent to Arbor Village or future phases of Arbor Village.
2. **Dwelling Size** – The floor area of a dwelling exclusive of open porches and garages, shall not be less than 1200 square feet. The Declarant must approve, in writing, any exceptions to these standards.
3. **Easements and Setbacks** – Easements as shown on the subdivision plat shall be preserved by the respective lot owners with the exception of the landscaping and monument easements which must be maintained by the Association. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lots, which has an easement shall maintain the easement area at his or her expense, except for improvements for which the Association or a public authority or utility is responsible.

In addition to the requirement that all set backs must, at a minimum, meet the ordinances, rules and regulations of the governing authority the following minimum standards shall be met:

- A. Front yard set backs for lot sizes of 5,000 square feet or larger shall be 20 feet.
- B. Front yard set backs for lot sizes smaller than 5,000 square feet shall be 15 feet.
- C. Side yard set backs for lot sizes 5,000 square feet or larger shall be 5 feet; if the lot is a corner lot is the side yard facing the street shall be 10 feet.
- D. Side yard set backs for lot sizes smaller than 5,000 square feet shall be as follows:
  - a. Alternative Plan 1: zero on one side and 6 feet on the other;
  - b. Alternative Plan 2: 3 feet on each side;
  - c. Alternative Plan 3: zero on one side and 6 feet on the other;
  - d. If a corner lot the side facing the street for any of the alternative plans shall be 10 feet.
- E. Rear yard set backs shall be 15 feet.

Side yards shall be maintained as open areas generally free from obstructions. There shall be no building projections, i.e., chimneys, in the 3 foot side yards proposed for alternative plan number 2.

Declarant reserves the right to impose more restrictive front, rear and side yard set backs as necessary to protect and enhance the character of Arbor Village.

- 4. **Offensive Activities** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot, which interferes with or jeopardizes the enjoyment of other lots owners within this subdivision.
- 5. **Animals** – No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.
- 6. **Signs** – No signs shall be erected or maintained on any lot (excluding entry monument signs) except that not more than one “For Sale” sign placed by the owner, Declarant or by a licensed real estate agent, consistent with controlling governmental ordinances, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of “political” signs on any lot by an owner.
- 7. **Parking** – Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed forward of the front building elevation set back of any lot. An applicant for a building permit must show that space for vehicle storage can be provided on the lot outside the front yard set back whether or not such storage space will be constructed. Parking or boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on a lot, on public streets, common property, or alleys without approval of the Architectural Control Committee. Permission for parking of such equipment, if allowed, shall be screened from view in a manner acceptable, in writing, to the Architectural Control

Committee. Each dwelling unit on a lot with greater than forty foot width must have off street parking spaces for at least four vehicles. Garage bays may be counted for the purpose of meeting this requirement. Lots with fewer than forty feet of width shall have off street parking spaces for two vehicles. Single car garages on said narrower lots may be allowed upon approval by the Architectural Control Committee.

No owner shall permit any vehicle of any kind including without limitation, boats, trailers, motor homes, motorcycles, trucks, truck-campers, etc. to be abandoned or to remain parked upon any lot (except as approved pursuant to these CC&Rs), the common property, alley or street for a period in excess of twenty four hours.

The Homeowners Association or Declarant may give written notice to anyone violating these parking conditions. If not corrective action is taken within 24 hours after the second notice is left on the offending vehicle the Homeowners Association or Declarant may cause the offending vehicle to be towed at the expense of the owner.

8. **Private Streets or Alleys** – All private driveways, streets or alleys shall be separated from public rights of way and common property tracts by standard driveway approaches.
9. **Rubbish and Trash** – No lot, open space, common property, street or alley shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, debris and dirt resulting from landscaping work shall not be dumped onto streets, open space, common property, alleys, any lot or adjacent property.
10. **Temporary Structures** – No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.
11. **Utilities** – No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs successors and assigns shall use underground wire to connect their premises and the structures built thereon to the underground electric, T.V. cable, or telephone utility facilities provided.
12. **Completion of Construction** – The construction of any building on any lot, including private lot drainage, painting and all exterior finish shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.
13. **Landscape Completion** – All front, rear and side yard and the area between streets and sidewalk, landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The landscaping on all front yards, corner lots side yards and the area between street and sidewalk must be installed upon substantial completion of the residence. All remaining landscaping must be completed within 6 months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a

reasonable time, but only after written application is made to the Architectural Control Committee and the Committee's approval is obtained. Landscaping plans, which include vinyl clad cyclone fencing, shall incorporate plant materials designed to buffer or soften said fencing from exposure to any street or common area.

The area between the sidewalks and curbs along any street in Arbor Village shall be planted in lawn and street trees by the owner of the lot adjacent thereto and the maintenance of said lawn and street trees shall be the responsibility of the owner of the lot adjacent thereto.

14. **Fences and Hedges** – No fence or hedge shall be erected without prior written approval of the Architectural Control Committee as to design, size color, location and materials. All fences, if approved, shall be of the wood capped cedar good neighbor style and shall be a maximum of six (6) feet in height. No fence or hedge may be placed forward of the dwelling's front elevation building footprint. In addition to the foregoing the City of Banks code regulates all fence heights depending on individual lot configuration to assure that proper sight and visibility goals are achieved. City standards are subject to change but at the time of recordation of this document the City regulations require that Corner lots greater than 40 feet wide may not place a six foot high fence or hedge within 10 feet of the side property line facing the street. A three and one-half (3'6") foot high fence or hedge is allowed within 10 foot of the side property line facing a street under City Code. Corner lots less than or equal to 40 feet wide (currently lots 1 through and including 13) may not place a fence or hedge within ten (10) feet of the side property line facing a street. A three and one-half (3'6") fence or hedge may be allowed, under current City code, within ten (10) feet of the side property line facing a street. The City of Banks must approve any changes or exceptions to its standards. If lot 90 is used by declarant as the location for access to adjacent land or future phases lots 89 and 91 will become subject to these standards referencing limitations on fences or hedges on corner lots.
15. **Antennas or Service Facilities** – No exterior antennas or aerials of any kind shall be permitted unless required for reception and then only as approved by the Committee. Clotheslines and other service equipment shall be screened so as not to be viewed from any street. A satellite dish may be allowed, if it can be situated on the lot so as not to be visible from any other lot or roadway in or around the subject lot. Approval for a satellite dish and any associated screening must be obtained from the Committee prior to installation.
16. **Exterior Materials** – Exterior materials must be approved for use by the Architectural Control Committee in accordance with any provisions contained in a purchase agreement for any lot within this subdivision. All Roofing material must be approved by the Architectural Control Committee. Exterior Siding must be approved by the Architectural Control Committee. Dwellings shall be Double Wall construction on any elevation facing a street. T-111 or other pressed wood sheet siding may be permitted on elevations not facing a public street if approved by the Architectural Control Committee. Windows shall be wood, vinyl clad wood or vinyl with sight lines equivalent to wood. In appropriate circumstances the Architectural Control Committee can approve other materials if necessary to facilitate design provided they are in keeping with the character of Arbor Village.

17. **Exterior Finish** – The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, exhaust pipes and exterior finish or garages and other accessory buildings shall be designed, built and maintained to be compatible with exterior of the structures they adjoin.
18. **Window Coverings** – Window coverings, curtains, shutters, drapes or blinds, other than those of commercially produced quality, shall not be permitted to be visible from any public or private street at any time after occupancy of the dwelling.
19. **Business and Commercial Activities** – No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot. Excepted from this general rule is the right of any homebuilder and the Declarant to construct residences on any lot, to store construction equipment and material on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sales in this subdivision. In addition, the Declarant shall be permitted to maintain a sales trailer on any unsold lot until all lots have been sold. This provision shall not be construed to prevent or prohibit an owner from maintaining his or her professional personal library, keeping his or her personal business or professional records of accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients customers in his or her home. This later provision is intended to recognize the right of an owner to conduct a business based upon electronic communication devises or other non-intrusive processes provided such as business does not rely upon or cause increased traffic to or from the home site and does not involve use of on-site employees.
20. **Mail and Paper Delivery Boxes** – Mailboxes and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Architectural Control Committee unless otherwise dictated by the U.S. Postal Service.
21. **Swimming Pools** – The location of a swimming pool on any lot must be approved by the Architectural Control Committee. Adequate and Committee approved safety fencing must be installed and properly maintained around swimming pools.
22. **Damage to Roads or Curbs During Construction** – Any damage to roads, sidewalks, or curbs, which occur during the course of construction of any kind on a lot, shall be the responsibility of that lot owner. Repair of such damage, if not undertaken by the lot owner within 30 days of notice to correct may, at their option, be undertaken by the Declarant or the Association if it has been activated. The cost of such repair shall be billed to and borne by the lot owner and shall be payable within 30 days after it becomes due. Failure to pay for any repair billed shall cause the lot owner to be liable for interest at the rate of 15% per annum and costs of collection including attorney fees and such unpaid amounts shall become a lien on the lot owned by the lot owner.
23. **Sidewalks and driveways** – All driveways shall extend from the edge of the finished surface of streets to the surface of the garage floor and shall be constructed of

concrete and/or materials acceptable to the Committee such as brick or cobblestones. No asphalt driveways will be permitted. Sidewalks shall be installed by the owner of each lot in compliance with the standards of the governing political authority.

## **B. ARCHITECTURAL CONTROL COMMITTEE**

1) **Architectural Review** – No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure or alteration have been submitted to and approved in writing by the Architectural Control Committee (Committee). It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations, to avoid plan repetition and to protect views from adjacent lots. In all cases the Architectural Control Committees' consent is required.

a. **Major Construction**

In the case of initial or substantial additional construction of a dwelling the lot owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

1. A plan indicating location of all improvements including private drainage.
2. A drawing showing elevations, exterior materials and exterior color schemes of all improvements, including the mailbox / newspaper structure and fencing;
3. A drawing showing yard landscape design and location including a description of plant materials in all front, side yards facing a street and the area between the street and sidewalk.

b. **Minor Construction**

In the case of minor additions or remodeling, change of existing exterior color schemes or exterior materials, green house, swimming pool construction, or any other work on referred to in a. above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal.

c. **Time for Rendering a Decision**

The Architectural Control Committee shall render its decision with respect to the proposed work within 10 days after it received all required materials.

2) **Architectural Control Committee Decisions** – The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. Considerations

such as site, shape, size, color, design, height, and impairment of the view from other lots within this subdivision or other factors, which the Committee reasonable believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

- 3) **Membership: Appointment and Removal** – The Architectural Control Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such Committee shall cease six (6) months after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner / occupants. The Homeowners Association may assume the role of the Committee only upon the termination of the Committees' powers and duties as set forth in this paragraph.
- 4) **Liability** – Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has in accordance with actual knowledge possessed by him acted in good faith.
- 5) **Action** – Except as otherwise provided herein, any one member of the Committee shall have power to act on behalf of the Committee without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.
- 6) **Non-waiver** – Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 7) **Effective Period of Consent** – The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of work has commenced or the owner has applied for and received an extension of time from the Committee.
- 8) **Term and Amendment** – These covenants shall run with and bind all the property within this subdivision for a term of twenty five (25) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy five percent (75%) of the platted lots except that the Declarant shall retain the authority to make amendments until the last lot is constructed upon. **Note:** because the Declarant agreed that the Homeowners Association would maintain Tract A in perpetuity as part of development approval conditions for Arbor Village, the Homeowners Association responsibility of maintaining Tract A shall continue in perpetuity, notwithstanding any limitation of term contained in this paragraph.

- 9) **Enforcement** – In the event of any violation of any of the provisions of this declaration, the Declarant, the Association once it controls the CC&Rs as set forth herein or any other person or persons owning real property within Banks Estates, Phase I may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any part to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for violation of the provision of this declaration, the prevailing party shall be entitled to recover all costs including reasonable attorney fees incurred in such enforcement.
- 10) **Severability** – Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 11) **Limitation of Liability of Declarant** – Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights as herein set forth provided that the Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

#### **CITY OF BANKS DISCLAIMER STATEMENT**

Pursuant to a requirement of the City of Banks, the following statement is included: These covenants constitute a private agreement among the owners of lots within Arbor Village (and lots previously known as Banks Estates) and will not be enforced by the City of Banks. These covenants have not been approved or disapproved by the City and do not restrict the City's authority to adopt or amend its development regulations. The City will limit its review of a development application and the issuance of permits to the requirements of its regulations and any condition approval. It is the duty of every person engaged in development within Arbor Village to know the requirements of these covenants. In the event there is a conflict between a City regulation and these covenants, any question regarding these deed restrictions should be directed to the Architectural Control Committee. Any question regard the City Ordinances should be directed to the City Recorder. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these covenants.

Due to the Tract A maintenance obligations placed upon the Homeowners Association no part of this document dealing with Tract A maintenance may be amended or altered without the express written consent of the City of Banks. Furthermore, the Homeowner Association may not be dissolved without the written consent of the City of Banks.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set its hand the 11<sup>th</sup> day of March, 1998.

WEST HILLS DEVELOPMENT COMPANY

By \_\_\_\_\_  
DENNIS E. SACKOFF, PRESIDENT

By \_\_\_\_\_  
WALTER E. REMMERS, VICE-PRESIDENT

State of Oregon

County of Multnomah

I Terry P. Kinney a Notary Public for the State of Oregon certify that on the 11<sup>th</sup> day of March, 1998, personally appeared before me Dennis E. Sackoff and Walter E. Remmers who, being first duly sworn, did say that they are the officers herein named and do hereby acknowledge said instrument to be their free and voluntary act on behalf of West Hills Development Company, an Oregon Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**EXHIBIT 10**  
**CONCEPT ARCHITECTURAL ELEVATIONS**



2,422 SF

3 BEDROOMS

DEN, BONUS ROOM

2.5 BATHS

2-CAR GARAGE

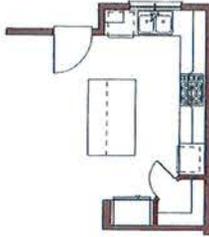
AMERICAN ELEVATION

T: 503.641.7342

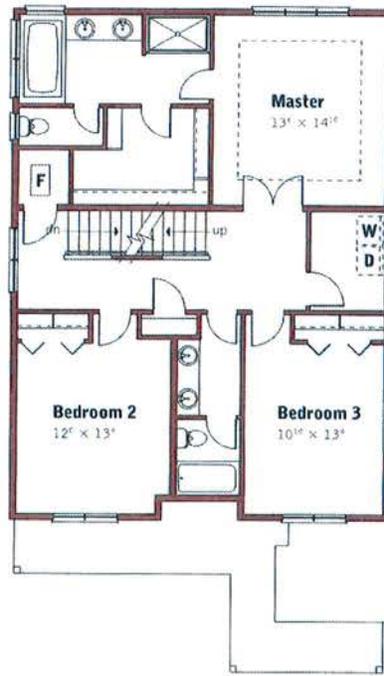
W: arborhomes.com

**ARBOR**  
CUSTOM HOMES

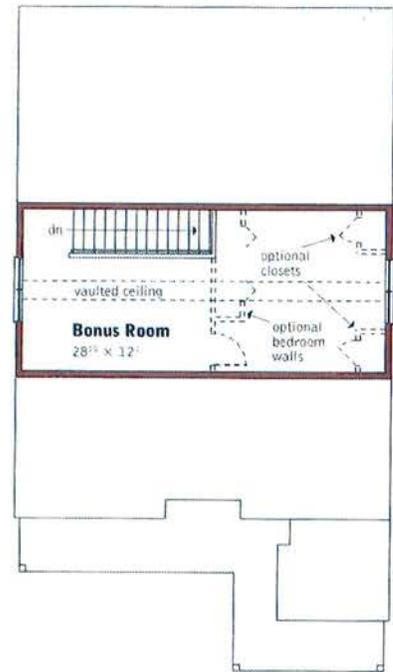
OPTIONAL  
KITCHEN  
LAYOUT



MAIN FLOOR



UPPER FLOOR



BONUS FLOOR



2,789 SF

4 BEDROOMS

DEN

3 BATHS

2-CAR GARAGE

ENGLISH ELEVATION

T: 503.641.7342

W: arborhomes.com

**ARBOR**  
CUSTOM HOMES

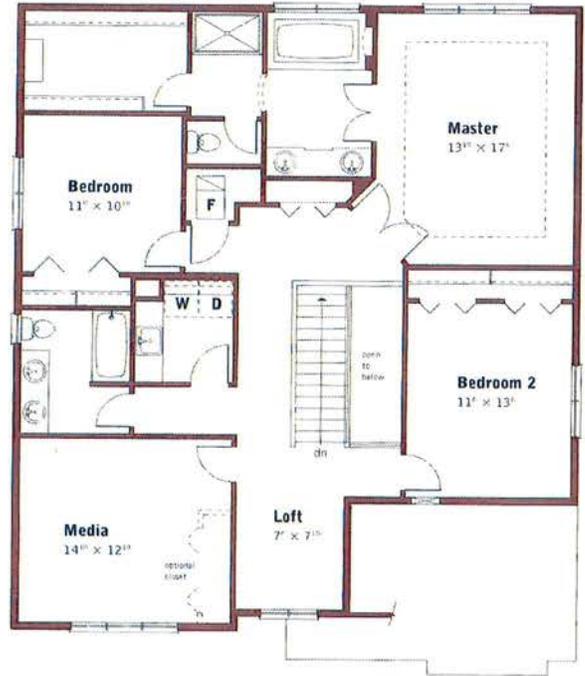
**200** Arbor Custom Homes reserves the right to change elevations, specification, materials and pricing without prior notice. Variations within the floor plans and elevations may exist. Square footages are approximate and may vary. All floor plans and elevations are artist's conceptions. Revised date 10/20/2015 ccb#194917

EXHIBIT 10

Page 3 of 4

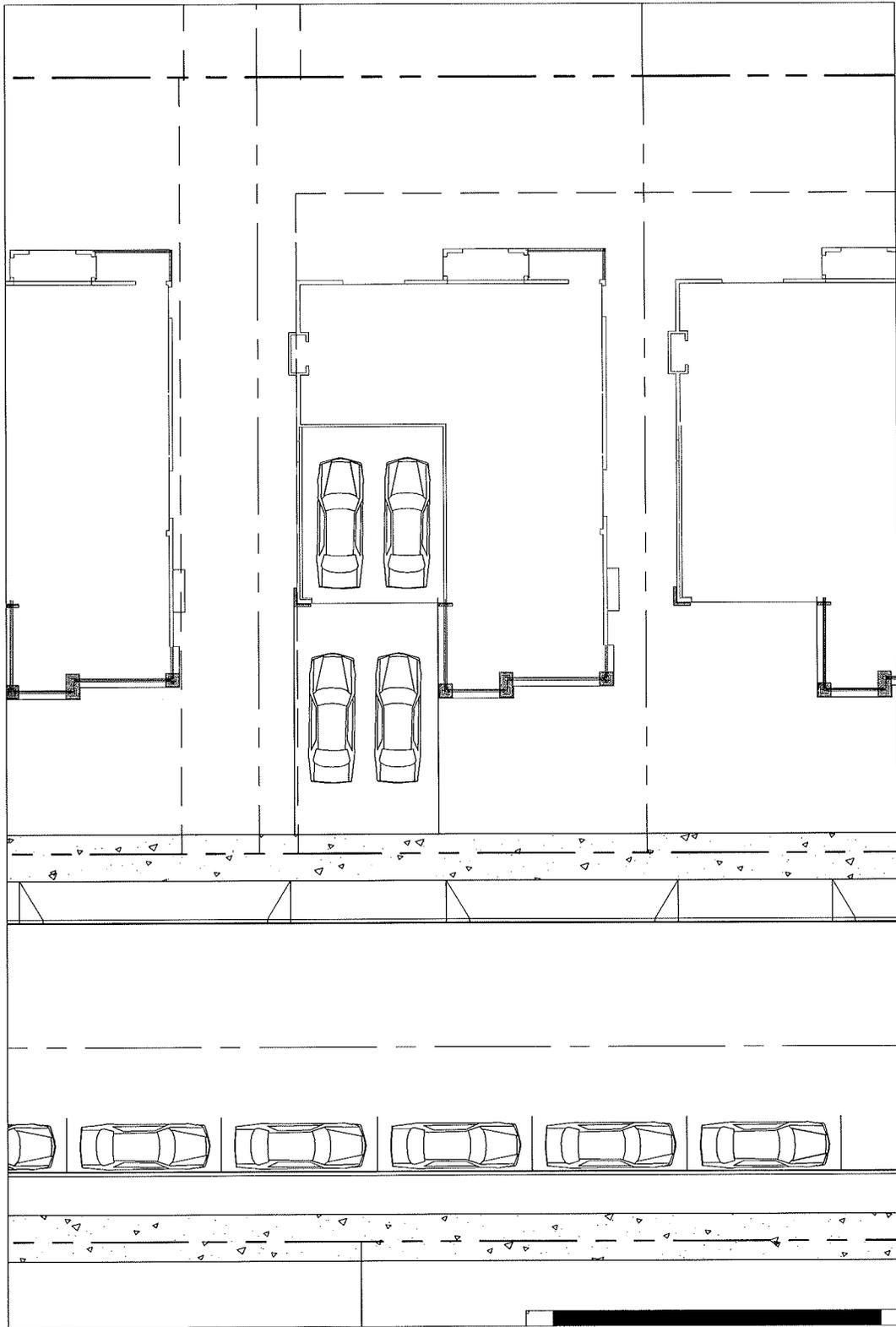


MAIN FLOOR



UPPER FLOOR

**EXHIBIT 11**  
**PARKING AVAILABILITY DIAGRAM**



1"=20'

NOVEMBER 2015



Otak Inc.  
 808 SW 3rd Ave, Ste. 300  
 Portland, OR 97204  
 Phone 503.287.6825  
 Fax 503.415.2304

# ARBOR VILLAGE No. 9

## TYPICAL OFF-STREET PARKING PER LOT