

**WALDPOR T PLANNING COMMISSION**  
**July 27, 2015**  
**MEETING NOTICE AND AGENDA**

THE WALDPOR T PLANNING COMMISSION WILL MEET ON MONDAY, JULY 27, 2015 AT 2:00 P.M. IN THE **CITY COUNCIL MEETING ROOM**, 125 ALSEA HIGHWAY, TO TAKE UP THE FOLLOWING AGENDA:

1. CALL TO ORDER AND ROLL CALL
2. CITIZEN COMMENTS AND CONCERNS
3. COMMISSION COMMENTS AND CONCERNS
4. MINUTES: (June 22, 2015)
5. CORRESPONDENCE
6. PUBLIC HEARING
  - A. Case File #1-PD-PC-15 Weber Investments, LLC  
Application for Planned Development (Continued)
7. DISCUSSION/ACTION ITEMS:
  - A. Planning Report
  - B. Other Issues\*
8. ADJOURNMENT

\*Denotes no material in packet

*The Council Chambers are accessible to all individuals. If you will need special accommodations to attend this meeting, please call City Hall at (541)264-7417 during normal business hours.*

Notice given this 21<sup>st</sup> day of June 2015

City of Waldport

**WALDPORT PLANNING COMMISSION**  
**June 22, 2015**  
**City Council Meeting Room**  
**MEETING MINUTES**

1. CALL TO ORDER AND ROLL CALL: Chair Woodruff called the meeting to order at 2:03 p.m. Chair Woodruff and Commissioners Andrew, Hafner, and Gordon answered the roll. Commissioners Egan, Peterson, and Yorks were absent. A quorum was present.
2. CITIZEN COMMENTS AND CONCERNS: None.
3. COMMISSION COMMENTS AND CONCERNS: None.
4. MINUTES: The Commission considered the minutes from the March 23, 2015 Meeting. Commissioner Hafner **moved** to approve the minutes as written. Commissioner Gordon **seconded**, and the motion **carried** unanimously on a voice vote.
5. CORRESPONDENCE: None.

6. PUBLIC HEARING

Chair Woodruff opened the public hearing, calling for abstentions, bias, conflict of interest, or *ex parte* contact. Commissioner Andrew stated she lives on the street that the subject property is accessed from. No objections were raised to any Commissioner hearing the case.

Staff Report: City Planner Lewis reviewed the staff report, noting that the applicant was requesting approval of a Planned Development for six single family homes/lots on 2.36 acres. Written testimony included one letter included with the staff report, and a second letter that was provided to Commissioners at the meeting.

Applicant Phil Weber presented information and answered questions throughout the hearing via telephone.

Oral testimony was provided by ten people. In summary, questions and concerns about the proposed planned development included the following:

- The nearby property was clear cut. How will drainage be handled?
- The density is too high.
- Public notification of the hearing should be expanded.
- Concern about multiple units.
- Prefer a paved street versus a gravel street.
- The property is included in Norwood Heights Subdivision #2 and #3.
- The Planned Development will change the character of the existing neighborhoods.
- The large number of homes on the street will create traffic problems.
- The dead-end street exceeds a 400 foot length when combined with Skyline Terrace.
- CC&Rs are important. CC&R details are needed. This proposed development essentially changes the Norwood Heights HOA and CC&Rs.
- Who will enforce private street regulations, e.g. 'No Parking'?
- The street width is inadequate.
- The proposed street is very close to houses on Kelsie Lane.
- Review of planned developments throughout the county show that proposed plans tend to diminish between the plan and the eventual reality. How will that be avoided here?
- Will the applicant be living on this property?

- Will there be parking for trail users?
- Topography/slope concerns where houses are proposed.
- Wildlife will be displaced.
- The City should buy the property for open space.
- Having only one road in and out creates evacuation problems.
- Concern about adequate emergency vehicle turnaround at proposed hammerhead.
- Proposed development is out of character with existing neighborhood.
- Substantial increase in traffic.
- Opposed to short-term and long-term rentals.
- Concern about impacts that the street would have to trees on adjacent properties.
- There are safety concerns with the public trail.

In rebuttal, the applicant stated in summary that there are no plans to disturb the south edge of the property, no problem with paving the road, the proposed density is well below the maximum allowed, creating lots similar in size to those on Skyline Terrace would be much more disruptive to the site, and home prices would likely be in the \$260,000 to \$350,000 range.

There were no requests to leave the record open. Following deliberation by the Planning Commission, Commissioner Andrew **moved** to continue the hearing and asked the applicant to provide additional information, i.e. confirmation regarding whether or not the property is part of Norwood Heights CC&Rs, provide draft CC&Rs, and provide draft HOA documents. Commissioner Hafner **seconded** the motion. Chair Woodruff **moved** to amend the motion to include making the additional material accessible to the public, i.e. on the City website. Commissioner Gordon **seconded** the amended motion, and the motion **carried** unanimously on a voice vote. The public hearing will be continued at the July 27, 2015, 2:00 p.m. Planning Commission meeting.

7. DISCUSSION/ACTION ITEMS:

A. Planning Report: Building permit and land use activity for April 21 through June 15, 2015 was reviewed.

B. Other Issues: None.

8. ADJOURNMENT: At 3:30 p.m., there being no further business to come before the Commission, Commissioner Hafner **moved** to adjourn. Commissioner Gordon **seconded**, and the motion **carried** unanimously on a voice vote.

Respectfully submitted,

Reda Q. Eckerman  
City Recorder

APPROVED by the Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 2015.

SIGNED by the Chair this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Ray Woodruff, Chair



# City of Waldport

P.O. Box 1120  
Waldport, OR 97394  
Phone: (541) 264-7417  
Fax: (541) 264-7418  
TTY: (800) 735-2900

July 20, 2015

**To: Waldport Planning Commission**

**From: Larry Lewis, City Planner**

**Re: Case File #1-PD-PC-15  
Weber Investments, LLC  
The Summit at Waldport Planned Development**

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At the June 22, 2015 Planning Commission meeting, the Commission continued the public hearing for Case File #1-PD-PC-15. The Planning Commission requested additional information from the applicant, i.e. confirmation regarding whether or not the property is part of Norwood Heights CC&Rs, provide draft CC&Rs, and provide draft HOA documents. A summary of additional information provided by the applicant is provided below.

### **Norwood Heights CC&Rs**

The original Lot #5 (tax lot 143) was included as part of the Norwood Heights II Subdivision and therefore may be subject to existing CC&Rs. Lot #5 has been modified (expanded) with a property line adjustment. Tax lots 147 and 148 (also part of the proposed Summit PD) do not appear to be included in the Norwood Height II Subdivision. The Norwood Height CC&Rs do not place any restrictions on subdividing lots. As described below, the draft Summit PD CC&Rs are the same as the Norwood Heights II Subdivision CC&Rs.

### **Draft Establishment of a Homeowners Association (HOA)**

The applicant provided the enclosed "Establishment of a Homeowners Association and Initial Declaration of Homeowners Association Annual Fee applicable to the THE SUMMIT AT WALDPORT including THE SUMMIT AT WALDPORT (lots 1 through 6)."

### **Draft Covenants, Conditions and Restrictions (CC&Rs)**

The HOA document includes draft CC&Rs, i.e. "Architectural and Construction Standards, Residential Covenants". The applicant states that the Summit PD CC&Rs are the same as Norwood Heights II Subdivision CC&Rs in order to ensure the two CC&Rs are compatible. City staff reviewed the Norwood Heights II Subdivision CC&Rs and do not find any restrictions on subdividing the property.

Additional information received is summarized below.

### **Rental Restrictions**

Public testimony at the June 22, 2015 Planning Commission meeting included requests to restrict short-term and long-term rentals of the Summit PD homes. The City Attorney reviewed and responded to the question of whether or not the Planning Commission should consider a rental restriction. In summary, the City Attorney advises that the Planning Commission should not consider rental restrictions because the City has not imposed rental restrictions on other residential dwellings in the same zone. Oregon Revised Statute (ORS) 197.665 states in part, *“A city or county may impose zoning requirements on the establishment of a residential home...provided that these requirements are no more restrictive than those imposed on other nonfarm single-family dwellings in the same zone.”* The City has not imposed rental restrictions on the adjacent Norwood Heights Subdivision or on any other residentially zoned properties within the city limits.

### **Cluster Development vs. Standard Size Lots**

Public testimony at the June 22, 2015 Planning Commission meeting included concern about the ‘clustered development’ versus standard size lots. The City received a letter from Wobbe & Associates, Inc. addressing this issue. In summary, the (enclosed) letter states:

- the area proposed for development for this project is primarily located within an area that has previously been cleared and graded,
- clustering the home sites will be significantly less disruptive than standard lots,
- by clustering the homes much of the remaining property will be undisturbed,
- standard sized lots would require longer driveways and additional road area resulting in considerably more clearing and grading of the site,
- clustering the home sites provides significant buffers from the adjacent existing homes.

Enclosures: Portion of Lincoln County Assessor’s Map 13-11-19CC showing the boundary of the proposed Summit PD and boundary of Norwood Heights No. 3

The Summit at Waldport Declaration of Protective Covenant, Conditions and Restrictions, Establishment of a Homeowners Association, Declaration of Initial Fees

Declaration of Conditions, Restrictions, Covenants and Regulations for the Protection of Norwood Heights II Subdivision and Norwood Height No. 3

July 17, 2015 Letter from Wobbe & Associates, Inc.



SEE MAP 15 11 19 CC

13 11 19 CC  
WALDPORT



BOUNDARY of PROPOSED SUMMIT PD



BOUNDARY of NORWOOD HEIGHTS No. 3

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

**THE SUMMIT AT WALDPORT**

The herein Declaration of Protective Covenants, Conditions and Restrictions; Establishment of a Homeowners Association and Initial Declaration of Homeowners Association Annual Fee are applicable to THE SUMMIT AT WALDPORT including THE SUMMIT AT WALDPORT (lots 1 through 6). The Summit at Waldport is a residential P.U.D. located in the City of Waldport, County of Lincoln, State of Oregon. The Summit at Waldport is a plat recorded in Plat Book \_\_\_\_\_ and Page \_\_\_\_\_ Document No. \_\_\_\_\_.

After Recording Return To:

Weber Investments, LLC  
10168 N. Price Avenue  
Fresno, California 93730

WHEREAS, Weber Investments, LLC, hereinafter referred to as Declarant, is owner in fee simple of the herein described real property; and

WHEREAS, the Declarant desires to declare of public record of its intention to create a Homeowners Association for ownership and/or maintenance of certain tracts and certain easements and/or the improvements thereon; and

WHEREAS, this Planned Unit Development is subject to the conditions of approval contained in Waldport City Planning Department File No. \_\_\_\_\_; and

WHEREAS, the Planned United Development shall be accessed off of Skyline Terrace cul-de-sac via a private street that contains a (30) foot wide right of way and twenty (20) foot pavement width; and

WHEREAS, Tract(s) \_\_\_\_\_ (Common Area) shall be owned and maintained by the Summit at Waldport Homeowners Association (Homeowners Association); and

WHEREAS, Tracts \_\_\_\_\_ shall be subject to zero lot line building setbacks; and

WHEREAS, Tracts \_\_\_\_\_ shall require one covered parking space per dwelling unit; and

WHEREAS, Tracts \_\_\_\_\_ shall be subject to a Public Utility Easement across their entirety and located as required by the City of Waldport Public Works Director; and

WHEREAS, Tracts \_\_\_\_\_ shall be subject to a public easement for a trail to extend from Skyline Terrace through Tracts \_\_\_\_\_ to the western property line of the Planned Unit Development;

WHEREAS: Tract(s) \_\_\_\_\_ are for open space purposes.

NOW, THEREFORE, Declarant hereby declares that the subject property shall be held, sold and conveyed in accord with and subject to all applicable governmental ordinances and development agreements, the aforementioned "Whereas" clauses, the following restrictions, covenants and conditions (CC&R'S) and the following Homeowners Association Provisions (Provisions). The purpose of the CC&R'S and Provisions is to maintain and protect the value and desirability of said real property. The terms of the "Whereas" clauses, CC&R'S and Provisions shall inure to the benefit of each owner of property in the Summit at Waldport 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. The "Whereas" clauses, CC&R'S and Provisions shall run with and attach to the subject property and bind all the real property within this P.U.D.

Failure to comply with the terms and conditions of the permits or applicable regulations of a governing body may result in a violation. Violations are subject to administrative and/or legal action which may result in Homeowners Association liability, including civil penalties.

#### **HOMEOWNERS ASSOCIATION PROVISIONS**

THE INITIAL ANNUAL FEE FOR THE HOMEOWNERS ASSOCIATION SHALL BE TWO HUNDRED FIFTY DOLLARS (\$250) PER LOT. THE FIRST ANNUAL FEE AMOUNT IS PAYABLE TO THE DECLARANT ON BEHALF OF THE HOMEOWNERS ASSOCIATION AT TIME OF CLOSING. ADDITIONAL ANNUAL FEES SHALL BE PAID TO DECLARANT ON BEHALF OF THE SUMMIT AT WALDPORT HOMEOWNERS ASSOCIATION UNTIL THE ADMINISTRATION OF THE HOMEOWNERS ASSOCIATION IS TRANSFERRED TO THE INDIVIDUAL MEMBERS AS HEREIN SET FORTH.

The Board of Directors or, if no Board of Directors has yet been chosen, the Declarant, shall have the authority, without first submitting the question to owners, to increase, by no more than ten percent 10%, the annual general Homeowners Association fee assessment. The amount of each annual assessment shall be established and justified at the Board's annual meeting or if the Board of Directors has yet to be established pursuant to the Declaration, the amount of increase shall be based upon actual expenses experienced by Declarant. In no event, however, shall the annual general Homeowners Association fee assessment for any lot be increased by more than ten percent (10%) in any one year or an accumulated increase of more than fifty percent (50%) from the initial annual general Homeowners Association fee assessment without a

vote of the owners as set forth elsewhere in the Homeowners Association Provisions. The expenses referenced herein shall be borne by the lot owners equally with a pro rata share of the total being the responsibility of each lot owner(s).

The legal description of the real property included in the planned community which is or must become a common property is all common property so declared in this document or subsequent documents including without limitation Tracts \_\_\_\_\_ and easements for pedestrian access and entrance monument(s), walls, landscaping, irrigation systems, fencing and related activities, to the extent they exist.

A. The method of determining voting rights, the liability of each lot for common expenses and the right of each lot to any common profits of the Homeowners Association shall be as follows:

1). All owners and contract purchasers of lots in the Summit at Waldport shall be members of the Homeowners Association. The allocation of votes to lots shall be one (1) vote per lot.

2). Once activated, as set forth herein, the Homeowners Association shall be responsible for taxes, liability insurance and maintenance, repair and replacement of any monuments, retaining walls, landscaping, irrigation systems, governmental obligations regarding wetland maintenance and protection, pathways and fences on Homeowners Association property.

3). All costs of maintenance, repair and replacement of all common property, fences, walls, entry monuments, landscaping and irrigation facilities, shall be borne by the lot owners equally with a pro rata percentage of the total costs being assigned to each lot owner. Said costs shall be assessed annually by the Homeowners 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 attorneys' 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 owner.

B. Declarant installed landscaping, irrigation systems, fencing, retaining walls and entrance monuments, shall be maintained to the standards of any governing public authority by the Homeowners Association. Common area taxes and common area liability insurance shall be the responsibility of the Homeowners Association upon its activation as provided herein. Liability insurance shall include Declarant as a named insured.

C. There shall be no restrictions on the alienation of lots, and no lot may be further divided.

D. The intended use of each lot is residential.

E. The deeds to Homeowners Association Tracts and easements shall be in the name of the Summit at Waldport Homeowners Association, a non-profit Corporation.

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 Homeowners 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 a declaration under this section shall be executed, recorded and certified on behalf of the Homeowners Association by any officer of the Homeowners Association designated for that purpose or, in the absence of such designation, by the President of the Board of Directors of the Homeowners Association. Amendments to a declaration under this section shall be effective only upon recordation. Prior to turning administration of the Homeowners Association over to the property owners as herein described, Declarant reserves the right to make amendments to the Whereas clauses, Homeowners Association Provisions and CCR's.

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. Declarant also reserves the right to impose and retain exclusive easements over all common properties and individual lots which easement will be the only location on said common properties or individual lots allowed for extending lines, cables, etc. providing telecommunications services of a non-telephonic and non basic video reception only television nature from public utility lines to individual structures. Said exclusive easement shall benefit the property of Declarant or its assigns. Declarant also reserves the right to merge a portion of the common area with his 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 Homeowners Association is transferred to the members as herein provided.

I. Administration of the Homeowners Association shall be transferred from Declarant to the members no later than when homes on 75% of the total lots of the Summit at Waldport P.U.D 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 Homeowners Association not more than 90 days after 75% of all homes in all phases are occupied. The Declarant shall give notice of the meeting to each lot owner. At said meeting, the members in attendance shall select a transition team to adopt formal bylaws which will then be followed to select a Homeowners Board of Directors of the Homeowners Association. Upon transfer of the Homeowners Association, Bylaws for the Homeowners Association shall govern Association activities.

Following said turnover meeting, Declarant, its agents or assigns shall continue to have the right to use all of the roads within the P.U.D. 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.

Upon selection of a Board of Directors, the Declarant shall turn over to the Homeowners Association the responsibility for the administration of the Homeowners Association and said Homeowners Association shall accept the administrative responsibility. The Declarant shall deliver, if in existence:

- 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(s) to the common property as well as to common easements;
- 3). The minute books, including all existing minutes other books and records of the Homeowners Association and the Board of Directors;
- 4). All rules and regulations adopted by the Declarant;
- 5). All funds, if any, and supporting records of the Homeowners Association and control of the funds;
- 6). All tangible personal property and an inventory thereof belonging to the Homeowners Association, if any;
- 7). Records of all property tax payments for the common property to be administered by the Homeowners Association;
- 8). Copies of any income tax returns filed by the Declarant in the name of the Homeowners 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 Homeowners Association property turned over to Homeowners 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 the City of Waldport;
- 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 responsible for construction or installation of common property improvements;
- 15). Insurance policies;

16). Any permits issued by governmental bodies applicable to the Homeowners 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 Homeowners Association property that are in effect and the names of the contractor, subcontractor or supplier 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 Homeowners Association is a contracting party or service contracts in which the Homeowners 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 Homeowners 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 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 Homeowners 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 Homeowners Association shall be responsible 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.

L. 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.

## **ARCHITECTURAL AND CONSTRUCTION STANDARDS, RESIDENTIAL COVENANTS**

The rights of the Homeowners Association with respect to the common property or the rights of an 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 the City of Waldport. In case of conflict between the following covenants, conditions and restrictions and the ordinances, rules and regulations of the City of Waldport, Oregon, the ordinances, rules and regulations of the City of Waldport shall control.

### **General Restrictions on Use**

1. **Animals:** No animals, livestock or poultry of any kind whatsoever shall be raised, bred or kept, except dogs, cats, and other normal household pets, Household pets shall be reasonably controlled so as not to be a nuisance to other lot owners.

2. **Parking/Storage:** Parking of vehicles, boats, trailers, motorcycles, truck campers, motor homes and any other similar recreational vehicles shall not be allowed on the private street within the Summit at Waldport. Said vehicles shall only be allowed within the normal zoning set-back area of a lot and within the confines of an enclosed garage or sight obscuring fence, and no portion of said vehicle may project beyond the enclosed area. Nothing shall be construed herein so as to prohibit, during periods of construction upon a given lot, the parking of a mobile storage facility utilized in conjunction with said construction. However such use shall only be for the period of construction and overnight habitation thereof shall be prohibited.

3. **Refuse:** No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. Normal household garbage shall be kept or maintained in sanitary containers, completely sight obscured from the streets in the Planned Unit Development.

4. **Improper Use:** No noxious, offensive or unsightly condition shall be permitted upon any lot, nor shall anything be done which may be or become an annoyance or a nuisance to the owners or users of any lot in the subdivision.

### **Improvement Controls**

Any alterations or improvements of any nature whatsoever to be performed or performed upon any lot within the Subdivision shall be subject to the following general improvement controls:

1. **Dwellings:** No lot shall be improved with more than one single family dwelling. Said dwelling shall have a minimum of 1,250 square feet of interior living space. Each dwelling shall be site built. No manufactured, modular, or mobile homes shall be allowed. Each dwelling shall have, at a minimum, single car garage. Larger garages for residential use are allowed. All garages shall have fully closable doors, allowing complete enclosure of the garage space.

2. **Out-Buildings:** No more than two unattached structures, including, but not limited to tool sheds, greenhouses, animal shelters, and any other similar features shall be allowed. Any such out buildings shall be constructed and located behind the primary dwelling in the rear yard of the lot; and within city zoning set-backs.

3. **Fencing Location:** Fences or walls shall be allowed in conjunction with improvement upon each lot; but fences shall not be allowed in the front yard set-back area.

4. **Utility Services:** All utilities servicing a lot, including, but not limited to water, power, telephone, television, radio shortwave, or any other similar transmission or receiving device shall be below ground or contained entirely within the improvements constructed upon each lot.

5. **Mineral Development:** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks, for oil or natural gas be erected, maintained or permitted upon the surface of any lot.

6. **Driveways:** The driveway or driveways installed in conjunction with accessing improvements from the private streets within the Planned Unit Development to individual vehicular storage areas shall be constructed so as to not block proper drainage. All driveways will be concrete or asphalt.

7. **Drainage:** In constructing any improvements of any nature whatsoever upon a given lot, all construction shall be undertaken and completed in a fashion such that surface water drainage shall be controlled and channeled to appropriate collection areas adjacent to said lot. There shall be no diversion of surface drainage water from one lot to or across another lot.

## ARCHITECTURAL DESIGN CONTROL

It is vital to the protection of the Planned Unit Development and specifically the value thereof as a whole, and to each lot in particular, to "provide a means and method of orderly improvement of each lot in the subdivision. To accomplish this goal, the following controls shall apply:

1. **Design committee:** The existence of a design committee to administer the hereinabove set forth improvement controls and the hereinafter set forth architectural/design controls is hereby declared and created as follows:

1.1 *Number:* The committee shall consist of three persons.

1.2 *Initial Committee:* The initial design committee shall consist of Philip Weber, \_\_\_\_\_, and \_\_\_\_\_.

1.3 *Eventual Membership:* At such time as the closing of the sale of the last lot in the Planned Unit Development is completed, the initial committee shall designate three lot

owners to be the design committee. There shall be no more than one owner of a given lot on the committee.

1.4 *Term:* Committee members shall serve so long as they are lot owners until they resign or are removed by a vote of the majority of the lot owners in the Planned Unit Development based upon one vote per each lot owned. In the event of the resignation of a committee member, or removal as herein described, the successor committee member shall be elected by majority vote of the lot owners.

1.5 *Unfilled Vacancies:* Should a vacancy occur on the committee and no lot owner obtains a majority vote to enable the vacancy to be filled, any lot owner not already on the committee may install himself/herself as the lot owner to fill the vacancy by obtaining the signatures of all of the owners of record of two lots in the Planned Unit Development. Said consent upon being obtained and duly recorded in deed records of Lincoln County shall constitute committee membership installation.

1.6 *Compensation:* Design committee members shall serve without compensation.

1.7 *Control by Committee:* All construction, reconstruction, alterations, refinishing or maintenance of any improvement upon, under, or above any lot, including all landscaping, excavation and/or filling on a lot, and also including any change in the natural or existing surface drainage of any lot, as well as the installation and maintenance of all utilities servicing any lot, and any and all similar activities, shall be conducted by a lot owner subject to the control and approval of the design committee as follows:

1.7.1 *Major Construction:* In the case of initial construction or substantial additional construction of a dwelling, the lot owner shall prepare and submit to the design committee such plans and specifications for the proposed work as the committee may require. Material required by the committee may include, but is not necessarily limited to the following:

(a) A plot plan including contours, location of any existing vegetation or other significant natural features; grading and drainage plan; proposed excavation and/or fill; proposed landscaping; location of utility installations and location of all improvements;

(b) Working drawings and specifications for all construction;  
and

(c) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

1.7.2 *Minor Construction:* In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material, the lot owner shall submit to the

design committee such, plans and specifications for the proposed work as the committee determines to be necessary to enable it to evaluate the proposal.

1.8 *Design Committee Duty:* The design committee, upon receiving the required documentation under either 1.7.1 or 1.7.2 above, shall forthwith meet to study the proposal before it. The committee in its sole discretion is charged with determining the appropriateness of the proposed work, and in so doing shall ascertain its compatibility with the high design standards intended by the developer for this Planned Unit Development. The committee shall consider such items as site, shape, size, color, and design. In performing this duty the design committee shall be guided by certain basic principles of design hereinafter set forth.

1.9 *Time to Act:* The committee shall be charged with performing its functions under the following deadline:

1.9.1 *Major construction:* A decision shall be rendered by the committee on major construction within 2 weeks of the receipt of the proposal and any additional required data.

1.9.2 *Minor construction:* A decision shall be rendered by the committee on minor construction within 7 days of the receipt of the proposal and any additional required data.

1.9.3 *Lot owners responsibility:* An owner's failure to submit proposed plans for approval of the Architectural Review Board shall subject the owner of the lot to an action for damages or injunctive relief, damages to be calculated on the basis of the reduction in the value of affected lots within the Planned Unit Development, whether owned by Declarant or others. In addition, a violating lot owner shall be required to pay all expert witness fees to determine damages and all court costs and lawyer fees as provided below.

1.10 *Nonwaiver:* Consent by the design committee to any matter proposed to it and 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.

1.11 *Liability:* Neither the design committee nor any member thereof shall be liable to any owner, the association, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

2. **Architectural Control Features:** To provide continuity to the design committee and notification to the lot owners, certain basic design features, functions and considerations are hereby instituted and shall be implemented in conjunction with design committee review:

2.1 *Siding*: All siding on any improvement shall be composed of one or more of the following: Wood, vinyl, stucco, or masonry.

2.2 *Roofs*: All primary roofs shall be other than flat roofs and shall be composed of shakes, composition shingle, or tile. The minimum pitch shall be 5/12. No corrugated or fiberglass roofs shall be allowed.

2.3 *Fence Materials*: All fences shall be constructed of wood, masonry, wrought iron, or chain link. No chain link shall be allowed in the front yard. Chain link fence shall be allowed on the side or back yard, but located no further forward than the main building structure.

2.4 *Landscaping*: At such time as a dwelling is constructed upon a lot and in conjunction therewith (within 12 months of occupancy), at a minimum the front yard shall be landscaped and improved with lawns, shrubbery, flower beds and/or integrated miscellaneous landscaping features.

2.5 *Color*: All architectural features of any nature whatsoever located upon a given lot shall be of a color scheme such as to form a compatible homogenous visual effect in the entire Planned Unit Development. Colors shall be primarily restricted to natural woods, weathered woods, gray tones and brown tones. No materials once in place shall remain unpainted or untreated with stain after the completion of construction except for fences, decks and shake or shingled roofs.

2.6 *Variance*: In the sole discretion of the design committee and if it is in keeping with the overall intent of the committee's performance and purpose, the committee may vary the restrictions in 2.1, 2.2, 2.3, 2.4, and 2.5 immediately above set forth. Any variance granted under this section shall not serve as a precedent for any subsequent request by the same or any other lot owner. By providing this variance procedure, a method is established whereby due to technological and other developments, materials, colors, etc. may exist or be hereinafter created that, if utilized, would provide the same effect as is intended by the particular control feature subject of the variance. Variances so requested shall be specifically noted in either major or minor construction approval applications filed with the design committee.

## **ENFORCEMENT**

These conditions, restrictions, covenants and regulations are for the benefit of the parties in interest as hereinafter defined, jointly and severally. Any fee title interest holder, land sale contract purchaser, mortgagor, or any other party similarly situated with regard to an interest in the lots of the Planned Unit Development shall have the right to enforce by appropriate legal proceedings in the State Court of general jurisdiction located in Lincoln County, Oregon compliance with these conditions, restrictions, covenants, and regulations. Failure to enforce a condition, restriction, covenant or regulation contained herein shall in no event be deemed a waiver thereof. The right of enforcement shall also be granted to the design committee. The prevailing-party in such action shall be entitled to all reasonably incurred attorney's fees and costs as may be established by the appropriate judiciary on trial or on appeal.

**MISCELLANEOUS**

The following miscellaneous provisions are incorporated in these conditions, restrictions, covenants and regulations:

1. Severability: Invalidation of any one of these conditions; restrictions, covenants and regulations by judgment, other court order, legislative action or other government process shall in no way affect any other provision, and the remainder thereof shall continue in full force and effect.

2. Amendment: Any amendment to this declaration of conditions, restrictions, covenants, and regulations may be amended in whole or in part only by written amendment duly executed and recordable in the Lincoln County Deed Records by the fee title interest holders and contract purchasers then of record of a majority of the lots in the subdivision.

IN WITNESS WHEREOF, the Declarant has executed this document to be effective the day and year first above written.

**WEBER INVESTMENTS, LLC, an Oregon  
Limited Liability Company**

---

By: Philip Weber  
Its: Manager

**DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS AND REGULATIONS**

**FOR THE PROTECTION OF NORWOOD HEIGHTS II SUBDIVISION  
and norwood heights no. 3  
DATED: November 10, 1994**

1. Norwood Heights II, a subdivision in Waldport, Lincoln County, Oregon is owned by Tim and Pamela Mugleston and Gordon and Shirley Flaming.

2. Norwood Heights II Subdivision is located in a unique geographical setting and to enhance and protect the value of the subdivision and the lots therein, Mugleston/Flaming, desires to provide a set of conditions, restrictions, covenants and regulations to control the improvements upon and the use of the lots within said subdivision.

**DECLARATIONS**

Mugleston/Flaming, hereinafter referred to as "Declarant" does hereby declare and establish that all lots in Norwood Heights II Subdivision, hereinafter referred to as "subdivision" shall be held, sold, and conveyed on and subject to the conditions, restrictions, covenants and regulations hereinafter set forth all of which shall run with the title to said lots, shall be binding upon all persons having or acquiring any right, title, or interest in and to said lots, and all persons claiming under these, and shall inure to the benefit of and be limitations upon all future owners of said lots therein.

I

**GENERAL RESTRICTIONS ON USE**

The hereinafter set forth potential uses of property are, by this Declaration, eliminated and therefore prohibited outright on any lot or portion thereof in the Subdivision:

1. Animals: No animals, livestock or poultry of any kind whatsoever shall be raised, bred or kept, except dogs, cats, and other normal household pets. Household pets shall be reasonably controlled so as not to be a nuisance to other lot owners.

**AFTER RECORDING, RETURN TO:**  
Flaming & Mugleston Construction  
88575 Fifth Avenue  
Florence, Oregon 97439

**THIS DOCUMENT IS BEING RECORDED TO CORRECT THE TITLE OF THE DOCUMENT**

page 1 **COVENANTS, CONDITIONS, RESTRICTIONS**  
Norwood Heights, Subdivision

MAY 1 1998

2. Parking/Storage: Parking of boats, trailers, motorcycles, truck campers, motor homes and any other similar recreational vehicles shall not be allowed on public street within the subdivision. Said vehicles shall only be allowed within the normal zoning set-back area of a lot and within the confines of an enclosed garage or sight obscuring fence, and no portion of said vehicle may project beyond the enclosed area. Nothing shall be construed herein so as to prohibit, during periods of construction upon a given lot, the parking of a mobile storage facility utilized in conjunction with said construction. However such use shall only be for the period of construction and overnight habitation thereof shall be prohibited.

3. Refuse: No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. Normal household garbage shall be kept or maintained in sanitary containers, completely sight obscured from the streets in the subdivision.

4. Improper Use: No noxious, offensive or unsightly condition shall be permitted upon any lot, nor shall anything be done which may be or become an annoyance or a nuisance to the owners or users of any lot in the subdivision.

## II

IMPROVEMENT CONTROLS

Any alterations or improvements of any nature whatsoever to be performed or performed upon any lot within the Subdivision shall be subject to the following general improvement controls:

1. Dwellings: No lot shall be improved with more than one single family dwelling. Said dwelling shall have a minimum of 1250 square feet of interior living space. Each dwelling shall be site built. No manufactured, modular, or mobile homes shall be allowed. Each dwelling shall have, at a minimum, double car garage. Larger garages for residential use are allowed. All garages shall have fully closable doors, allowing complete enclosure of the garage space.

2. Out-Buildings: No more than two unattached structures, including, but not limited to tool sheds, greenhouses, animal shelters, and any other similar features shall be allowed. Any such out buildings shall be constructed and located behind the primary dwelling in the rear yard of the lot; and within city zoning set-backs.

3. Fencing Location: Fences or walls shall be allowed in conjunction with improvement upon each lot; but fences shall be allowed in the front yard set-back area.

4. Utility Services: All utilities servicing a lot, including, but not limited to water, power, telephone, television, radio shortwave, or any other similar transmission or receiving device shall be below ground or contained entirely within the improvements constructed upon each lot.

5. Mineral Development: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks, for oil or natural gas be erected, maintained or permitted upon the surface of any lot.

6. Driveways: The driveway or driveways installed in conjunction with accessing improvements from streets within the subdivision to individual vehicular storage areas shall be constructed so as to not block proper drainage. All driveways will be concrete or asphalt.

7. Drainage: In constructing any improvements of any nature whatsoever upon a given lot, all construction shall be undertaken and completed in a fashion such that surface water drainage shall be controlled and channeled to appropriate collection areas adjacent to said lot. There shall be no diversion of surface drainage water from one lot to or across another lot.

## III

ARCHITECTURAL/DESIGN CONTROL

It is vital to the protection of the subdivision and specifically the value thereof as a whole, and to each lot in particular, to provide a means and method of orderly improvement of each lot in the subdivision. To accomplish this goal, the following controls shall apply:

1. Design committee: The existence of a design committee to administer the hereinabove set forth improvement controls and the hereinafter set forth architectural/design controls be and is hereby declared and created as follows:

1.1 Number: The committee shall consist of three persons.

1.2 Initial Committee: The initial design committee shall consist of Tim Mugleston, Gordon Flaming, and Larry Menard.

1.3 Eventual Membership: At such time as the closing of the sale of the last lot in the Subdivision is completed, the initial committee shall designate three lot owners to be the design committee. There shall be no more than one owner of a given lot on the committee.

1.4 Term: Committee members shall serve so long as they are lot owners until they resign or are removed by a vote of the majority of the lot owners in the Subdivision based upon one voter per each lot owned. In the event of the resignation of a committee member, or removal as herein described, the successor committee member shall be elected by majority vote of the lot owners.

1.5 Unfilled Vacancies: Should a vacancy occur on the committee and no lot owner obtains a majority vote to enable the vacancy to be filled, any lot owner not already on the committee may install himself/herself as the lot owner to fill the vacancy by obtaining the signatures of all of the owners of record of five lots in the subdivision. Said consent upon being obtained and duly recorded in deed records of Lincoln County shall constitute committee membership installation.

1.6 Compensation: Design committee members shall serve without compensation

1.7 Control by Committee: All construction, reconstruction, alterations, refinishing or maintenance of any improvement upon, under, or above any lot, including all landscaping, excavation and/or filling on a lot, and also including any change in the natural or existing surface drainage of any lot, as well as the installation and maintenance of all utilities servicing any lot, and any and all similar activities, shall be conducted by a lot owner subject to the control and approval of the design committee as follows:

2. Major Construction: In the case of initial construction or substantial additional construction of a dwelling, the lot owner shall prepare and submit to the design committee such plans and specifications for the proposed work as the committee may require. Material required by the committee may include, but is not necessarily limited to the following:

(a) A plot plan including contours, location of any existing vegetation or other significant natural features; grading and drainage plan; proposed excavation and/or fill; proposed landscaping; location of utility installations and location of all improvements.

(b) Working drawings and specifications for all construction.

(c) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

2.1 Minor Construction: In the case of minor additions or remodeling, change of existing exterior color scheme or exterior material, the lot owner shall submit to the design committee such plans and specifications for the proposed work as the committee determines to be necessary to enable it to evaluate the proposal.

2.2 Design Committee Duty: The design committee, upon receiving the required documentation under either 2 or 2.1 above, shall forthwith meet to study the proposal before it. The committee in its sole discretion is charged with determining the appropriateness of the proposed work, and in so doing shall ascertain its compatibility with the high design standards intended by the developer for this subdivision. The committee shall consider such items as site, shape, size, color, and design. In performing this duty the design committee shall be guided by certain basic principles of design hereinafter set forth.

2.3 Time to Act: The committee shall be charged with performing its functions under the following deadline:

(a) Major construction: A decision shall be rendered by the committee on major construction within 2 weeks of the receipt of the proposal and any additional required data.

(b) Minor construction: A decision shall be rendered by the committee on minor construction within 7 days of the receipt of the proposal and any additional required data.

(c) Lot owners responsibility: An owner's failure to submit proposed plans for approval of the Architectural Review Board shall subject the owner of the lot to an action for damages or injunctive relief, damages to be calculated on the basis of the reduction in the value of affected lots within Norwood Heights II, whether owned by Developer or others. In addition, a violating lot owner shall be required to pay all expert witness fees to determine damages and all court costs and lawyer fees as provided in Article IV.

2.4 Nonwaiver: Consent by the design committee to any matter proposed to it and 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.

2.5 Liability: Neither the design committee nor any member thereof shall be liable to any owner, the association, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

3. Architectural Control Features: To provide continuity to the design committee and notification to the lot owners, certain basic design features, functions and considerations are hereby instituted and shall be implemented in conjunction with design committee review:

3.1 Siding: All siding on any improvement shall be composed of one or more of the following: Wood, vinyl, stucco, or masonry.

3.2 Roofs: All primary roofs shall be other than flat roofs and shall be composed of shakes, composition shingle, or tile. The minimum pitch shall be 5/12. No metal roof or corrugated fibre glass shall be allowed.

3.3 Fence Materials: All fences shall be constructed of wood, masonry, wrought iron, or chain link. No chain link shall be allowed in the front yard. Chain link fence shall be allowed on the side or back yard, but located no further forward than the main building structure.

3.4 Landscaping: At such time as a dwelling is constructed upon a lot and in conjunction therewith (within 12 months of occupancy), at a minimum the front yard shall be landscaped and improved with lawns, shrubbery, flower beds and/or integrated miscellaneous landscaping features.

3.5 Color: All architectural features of any nature whatsoever located upon a given lot shall be of a color scheme such as to form a compatible homogenous visual effect in the entire subdivision. Colors shall be primarily restricted to natural woods, weathered woods, gray tones and brown tones. No materials once in place shall remain unpainted or untreated with stain after the completion of construction except for fences, decks and shake or shingled roofs.

3.6 Variance: In the sole discretion of the design committee and if it is in keeping with the overall intent of the committee's performance and purpose, the committee may vary the restrictions in 3.1, 3.2, 3.3, 3.4, and 3.5 immediately above set forth. Any variance granted under this section shall not serve as a precedent for any subsequent request by the same or any other lot owner. By providing this variance procedure, a method is established whereby due to technological and other developments, materials, colors, etc. may exist or be hereinafter created that, if utilized, would provide the same effect as is intended by the particular control feature subject of the variance. Variances so requested shall be specifically noted in either major or minor construction approval applications filed with the design committee.

#### IV ENFORCEMENT

These conditions, restrictions, covenants and regulations are for the benefit of the parties in interest as hereinafter defined, jointly and severally. Any fee title interest holder, land sale contract purchaser, mortgagor, or any other party similarly situated with regard to an interest in the lots of the subdivision shall have the right to enforce by appropriate legal proceedings in the State Court of general jurisdiction located in Lincoln County, Oregon compliance with these conditions, restrictions, covenants, and regulations. Failure to enforce a condition, restriction, covenant or regulation contained herein shall in no event be deemed a waiver thereof. The right of enforcement shall also be granted to the design committee. The prevailing party in such action shall be entitled to all reasonably incurred attorney's fees and costs as may be established by the appropriate judiciary on trial or on appeal.

#### V MISCELLANEOUS

The following miscellaneous provisions are incorporated in these conditions, restrictions, covenants and regulations:

1. Severability: Invalidation of any one of these conditions, restrictions, covenants and regulations by judgement, other court order, legislative action or other government process shall in no way affect any other provision, and the remainder thereof shall continue in full force and effect.

2: Amendment: Any amendment to this declaration of conditions, restrictions, covenants, and regulations may be amended in whole or in part only by written amendment duly executed and recordable in the Lincoln County Deed Records by the fee title interest holders and contract purchasers then of record of a majority of the lots in the subdivision.

IN WITNESS WHEREOF the Declarant have executed this document to be effective the day and year first above written.

*Tim Mugleston*  
Tim Mugleston  
*Pamela L. Mugleston*  
Pamela L. Mugleston

*Gordon Flaming*  
Gordon Flaming  
*Shirley D. Flaming*  
Shirley Flaming

Notary:

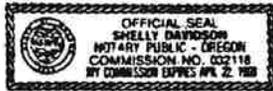
STATE OF OREGON  
County of Lincoln  
Book 291 Page 697  
Doc # 6127254  
Rect # 52267  
11/15/1994 02:54:01pm  
WITNESS my hand and seal of said office affixed.  
Shelly Davidson  
Notary Public for Oregon  
My Commission expires 4-22-98

STATE OF OREGON,  
County of Lincoln } ss.

BE IT REMEMBERED, That on this 14 day of November 14 19 94 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Tim Mugleston Pamela L. Mugleston Gordon Flaming Shirley Flaming

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Shelly Davidson*  
Notary Public for Oregon  
My Commission expires 4-22-98

MAY 1 1998

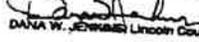
B356 P2494

STATE OF OREGON  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 256 Page 2486

WITNESS my hand and seal of said office attested.

  
DANA W. JENKINS, Lincoln County Clerk



Doc # 6188385  
Rect: 82619 46.00  
05/01/1998 04:21:21pm

MAY 1 1998

LCT ACCO#940963

8356 P2495

L.C.T. 212925-3

NOT 292 PAGE 1382

STATE OF OREGON

County of Lincoln

I, Dana W. Johnson, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Harwood, Oregon.

Book 8356 Page 2495  
WITNESS my hand and seal of said office at Harwood, Oregon  
Dana W. Johnson  
DIANA W. JOHNSON Lincoln County Clerk  
Lic. # 0129558  
Rec'd: 8356 15.00  
12/13/1994 04:00:10pm



AMENDMENT TO THE  
DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS  
AND REGULATIONS  
FOR THE PROTECTION OF NORWOOD HEIGHTS II SUBDIVISION  
AND NORWOOD HEIGHTS NO. 3  
DATED: November 10, 1994

3. Fencing Location: Fences or walls shall be allowed in conjunction with improvement upon each lot; but fences shall not be allowed in the front yard set-back area.

\_\_\_\_\_  
Tim Magleston

\_\_\_\_\_  
Pamela L. Magleston

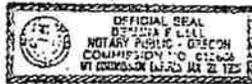
\_\_\_\_\_  
Gordon D. Fleming

\_\_\_\_\_  
Shirley J. Fleming

State of Oregon, County of Lincoln

On December 9th, 1994, before me, Deanna F. Bell, personally appeared Tim Magleston, Pamela L. Magleston, Gordon D. Fleming and Shirley J. Fleming, personally known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Deanna F. Bell

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires 1-23-96

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE TITLE OF THE DOCUMENT

MAY 1 1998

8356 P2496

1998 04 21

STATE OF OREGON)  
County of Lincoln  
I, Dana W. Jenkins, County Clerk, in and for said county, do hereby  
certify that the within instrument was received for record, and  
recorded in the Book of Records of said county at Newport, Oregon,  
Book 346 Page 2496  
WITNESS my hand and seal of said office this

*Dana W. Jenkins*  
DANA W. JENKINS, Lincoln County Clerk

Doc: 6188386  
Rect: 82619 11.85  
85/01/1998 04:21:21pm



MAY 1 1998

# WOBBE & ASSOCIATES, INC.

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P.O. BOX 3093  
510 KINGWOOD STREET  
FLORENCE, OREGON - 97439  
Phone (541) 997-8411

July 17, 2015  
Larry Lewis, City Planner  
City of Waldport

Regarding the Phil Weber project "The Summit" located off of Skyline Terrace:

It should be noted that the proposed development for this project is primarily located within an area that has previously been cleared and graded. Clustering the proposed home sites utilizing this area will be significantly less disruptive to the site and much of the remaining property will be undisturbed. If standard lots were to be developed here, it would require longer driveways and additional road area which would result in considerably more clearing and grading of the site. The clustered location of the home sites will also provide significant buffers between adjoining existing homes.



Eugene M. Wobbe, PLS, WRE

**City of Waldport  
2015 LAND USE / BUILDING PERMIT ACTIVITY**

<b>Date</b>	<b>Application/ Activity</b>	<b>Applicant</b>	<b>Zoning</b>	<b>Tax Map/Lot Location</b>	<b>Description</b>	<b>Status</b>
<b>For the Period <u>June 16, 2015</u> through <u>July 20, 2015</u></b>						
6/16/15	Partition	Zachary Dahl South Lincoln Landfill	I-P	13-11-31B/401 Dahl Avenue Industrial Park	Three-lot partition	Tentative approval 6/22/15
7/7/15	Building Permit	Guy & Donna Hadden	R-2	13-11-20BD/3000 33 Meadowlark Ln	Remodel single family dwelling	Approved 7/17/15
7/9/15	On-Site Waste Management Permit	David & Jean Chamberlain	R-3	13-11-29AB/1314 1680 Rio Vista Peterson Park	Septic system repair/upgrade	Approved 7/17/15
7/9/15	Manufactured Home Placement Permit	David & Jean Chamberlain	R-3	13-11-29AB/1314 1680 Rio Vista Peterson Park	Replace manufactured home	Approved 7/17/15

**Additional Testimony**

**Received 07/20/15**

June 30, 2015

City of Waldport Planning Commission

PO Box 1120

Waldport, OR 97394

Planning Commission Members:

The proposed "Summit of Waldport" development to be located at the end of Skyline Terrace is in direct conflict with the CC&R's for Norwood Heights 2 and 3 which includes this area. Further it is opposed by the majority of homeowners on Skyline Terrace. The following are some of the concerns raised:

- Since land in the "Summit of Waldport" is included in the Norwood Heights Phase 2 and 3, why is this development even being considered? The owners in the area purchased land/housing, signed documents agreeing to and with the understanding that the CC&R's were binding to all parties. The idea of one owner proposing to divide his property into a small cluster community of 6 dwellings with limited access is in violation of that agreement and cannot be justified. It also breaches the agreement of intent and high standards to which the original developers were held to by the City.
- It is obvious that parking will be an issue both along the proposed roadway and the cul-de-sac on Skyline Terrace. Even with "no parking" signs being posted, the narrow street will pose a problem for emergency vehicles and could create a safety hazard for the entire area.
- The shared areas indicated in the proposal which incorporates the zero setback concept could be compromised with the issuance of easements to the property owners. Clearly this would be a way of circumventing the City's present building standards set for private dwellings.
- The narrative description including phrases; "few restrictions", "relaxed lifestyle", "rural", "flexible and with a wide latitude of kinds of building materials used" lends itself to any number of unpleasant possibilities. What types of buildings, structures or recreation facilities would be allowed with these open ended guidelines? This approach may impact the house values of the area where presently homes require a minimum of square footage as well as restrictions of building materials.
- In the absence of Mr. Weber's proposed CC&R's/HOA regulations for his planned development prior to the public meeting, it is difficult to note any additional concerns that could apply.

Your consideration of these important issues is appreciated.

Signature: Howard Dimont

Printed Name: Howard Dimont

Address: 965 SW Skyline Terrace  
WALDPART, OR

Signature: Bernice Barnett

Printed Name: Bernice Barnett

Address: 1065 SW Norwood Dr + 825 Skyline Terrace  
Waldport, OR 97394

Signature: Barbara B Davis

Printed Name: Barbara B. Davis

Address: 1235 SW Fairway Dr.  
Waldport, OR 97394

Signature: LRK

Printed Name: LAURENCE KLEIN

Address: 620 SW KELSIE LANE  
WALDPART, OR 97394

Signature: Linda Blasko

Printed Name: LINDA BLASKO

Address: 1125 SW NORWOOD DR  
WALDPART OR 97394

Signature: Paul Blasko

Printed Name: PAUL BLASKO

Address: 1125 SW Norwood Dr  
Waldport, Or 97394

Signature: [Handwritten Signature]  
Printed Name: JOAN ROLFE  
Address: 945 SKYLINE  
WALDPOL, OR

Signature: [Handwritten Signature]  
Printed Name: Linda Christenson  
Address: 940 Skyline Terrace

Signature: [Handwritten Signature]  
Printed Name: Joan O. Quill  
Address: 810 SW Skyline Terrace

Signature: [Handwritten Signature]  
Printed Name: JAMES R. ROLFE  
Address: 945 SKYLINE TERRACE  
WALDPOL, OR

Signature: [Handwritten Signature]  
Printed Name: Judy Reid  
Address: 975 SW Skyline Terr.  
Waldport, Or

Signature: [Handwritten Signature]  
Printed Name: C. Kevin Quill  
Address: 810 SW Skyline Terr.

Signature: Laurie Mcredith  
Printed Name: LARIE MCREDITH  
Address: 943 SW SKYLINE  
WALDPORT OR 97394

Signature: Joyce L. Wilson  
Printed Name: Joyce L. Wilson  
Address: 725 SW. Skyline Terrace  
Waldport, OR 97394

Signature: Jack P. Christensen  
Printed Name: Jack P. Christensen  
Address: 740 Skyline Terrace  
Waldport, OR 97394

Signature: Jeanne P. Canfield  
Printed Name: JEANNE P. CANFIELD  
Address: 435 SW SKYLINE TERRACE  
WALDPORT, OR 97394

Signature: Alan D. Canfield  
Printed Name: ALAN D. CANFIELD  
Address: 935 SW SKYLINE TERRACE  
WALDPORT OR 97394

Signature: Michelle O'Neil  
Printed Name: Michelle O'Neil  
Address: 985 Skline Terrace  
Waldport, OR 97394

Signature: Pat O'Neil

Printed Name: PAT O'NEIL

Address: 985 SKYLINE TERRACE  
WALDPORT, OR 97394

Signature: Dennis J. Merz

Printed Name: DENNIS J. MERZ

Address: 947 SW SKYLINE TERRACE  
WALDPORT, OR 97394

Signature: Christine Sharbonau

Printed Name: CHRISTINE SHARBONAU

Address: 920 SW SKYLINE TERRACE  
WALDPORT, OR 97394

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Norwood Heights Architectural/Design Committee**  
**P.O. Box 2044**  
**Waldport, OR 97394**

July 14, 2015

City of Waldport Planning Commission  
P.O. Box 1120  
Waldport, OR 97394

Re: Proposed Development Summit at Waldport

Dear Commissioners:

At your last public meeting, Pam Mugleston (one of the Norwood Heights developers), gave Larry Lewis a copy of the recorded CCRs that govern this development.

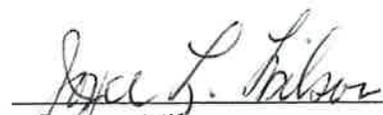
As she stated at that time, and as all of the undersigned Norwood Heights Architectural Committee members agree, it was always the understanding of all the property owners within Norwood Heights that any future build-out phases of this development would fall under the purview of the established Norwood Heights CC&Rs. All the documents we hold indicate same. We have not seen any documents to negate this understanding. We have also included for your review a copy of a registered letter that was sent to the last owner of the property in question confirming this and the fact that he was given formal notice of same.

If you hold legal documents to the contrary, please contact one of the current members of the Norwood Heights Architectural Committee. Thank you for your consideration of our concerns.

Norwood Heights Architectural/Design Committee

  
\_\_\_\_\_  
Toni Rolfe  
541-563-7397

  
\_\_\_\_\_  
Linda Christensen  
541-563-6373

  
\_\_\_\_\_  
Joyce Wilson  
541-563-3445

# Norwood Heights

November 29, 2006

Mr. Paul M. Dubney  
P.O. Box 5013  
Vancouver, WA 98668

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*P. Dubney  
PO Box 5013  
Vancouver, WA  
98668*

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Address

B. Received by (Printed Name) *Paul Dubney*

C. Date of Deliv *12-5-06*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7006 0100 0004 4786 6339 2-M

Dear Mr. Dubney:

Recently, while passing by your newly purchased property on Skyline Terrace, a member of the Norwood Heights Design Committee spoke to Mr. Hockema. Mr. Hockema stated that only one of the lots purchased fell under the jurisdiction of the Norwood Heights CC&Rs. While we do not know the connection of Mr. Hockema to the subject property, we feel it is important to advise you of the following:

*All of the property you purchased is now and always has been included in in the Norwood Heights Subdivision, and as such is subject to the CC&Rs thereof. The CC&Rs do govern the use of every lot within this subdivision and your property is no exception.*

If for some reason you do not wish to own property subject to our CC&Rs, you may, like any other property owner in this subdivision, dispose of the property. What you may not do, is invalidate the existing contracts of all current property owners in this subdivision by unilaterally rescinding your property from the subdivision and exempting yourself from the CC&Rs governing the use of said property.

You are also advised that it is illegal in the state of Oregon for any local governing body to invalidate recorded CC&Rs for the purpose of rezoning and redefining the use of property.

NORWOOD HEIGHTS DESIGN COMMITTEE

*[Signature]*  
\_\_\_\_\_  
Doug Robinson

*[Signature]*  
\_\_\_\_\_  
Toni Rolfe

*[Signature]*  
\_\_\_\_\_  
Robert C. Golden

James R. Rolfe  
P.O. Box 2044  
Waldport, OR. 97394  
541-563-7397

July 5<sup>th</sup>, 2015

City of Waldport Planning Commission  
P.O. Box 1120  
Waldport, OR. 97394

**Re: Summit at Waldport Proposed Development**

Dear Commissioners:

I just want to make you are aware of the bridge over the ravine. It was built by the original owner of the property. It leads from the cul-da-sac at the end of Skyline Terrace into subject property. The bridge is difficult to see now as the ravine is over grown. It was built using large boulders and a pipe for drainage.

The bridge was built to handle the traffic from the original owner's single family residence rather than the proposed six new homes. If the Planning Commission proceeds with approval for this development, I think it would be prudent to ensure the bridge is to code and will handle traffic from multiple homes and the building of same.

Thank you for your time.

Sincerely,

A handwritten signature in black ink that reads "J.R. Rolfe". The signature is written in a cursive, slightly slanted style.

James R. Rolfe

**Judy Reid  
P.O. Box 2487  
975 Skyline Terrace  
Waldport, OR 97394**

July 20, 2015

City of Waldport  
Planning Commission  
P.O. Box 1120  
Waldport, OR 97394

Dear Commissioners:

My husband and I purchased Lot 3 in Norwood Heights III in the summer of 1999. Our legal purchase documents include a map which was part of our escrow showing our property to be within two lots of the end of the Skyline Terrace cul-de-sac. We considered this to be a promise, as at no time were we ever advised that the cul-de-sac could or would be destroyed. Certainly, we never heard of this happening anywhere else.

Lily Lane was converted from a public street and sold to become part of the purchaser's property to be used as a private driveway for said property. I can't help but wonder how this was made possible. We are now being advised that we are losing our cul-de-sac to make room for access to a proposed development to be known as Skyline Summit.

Additionally, the proposed developer of Skyline Summit wishes to change the zoning from R1 to Planned Development. So, after all these years, we are not only losing our cul-de-sac but are now under threat of having the zoning changed to allow the maximum number of residential units possible. I question how this is legal. To further add insult to injury, the developer claims his property is not part of the original Norwood Heights Phase 2 and 3. The enclosed map clearly shows that it is part of our development and as such is bound by the CC&Rs that encumber all lots on Skyline Terrace.

I sincerely feel that the proposed development should not be approved and that everything possible should be done to uphold the integrity of our legal documents. I am asking your cooperation in this endeavor.

Sincerely,



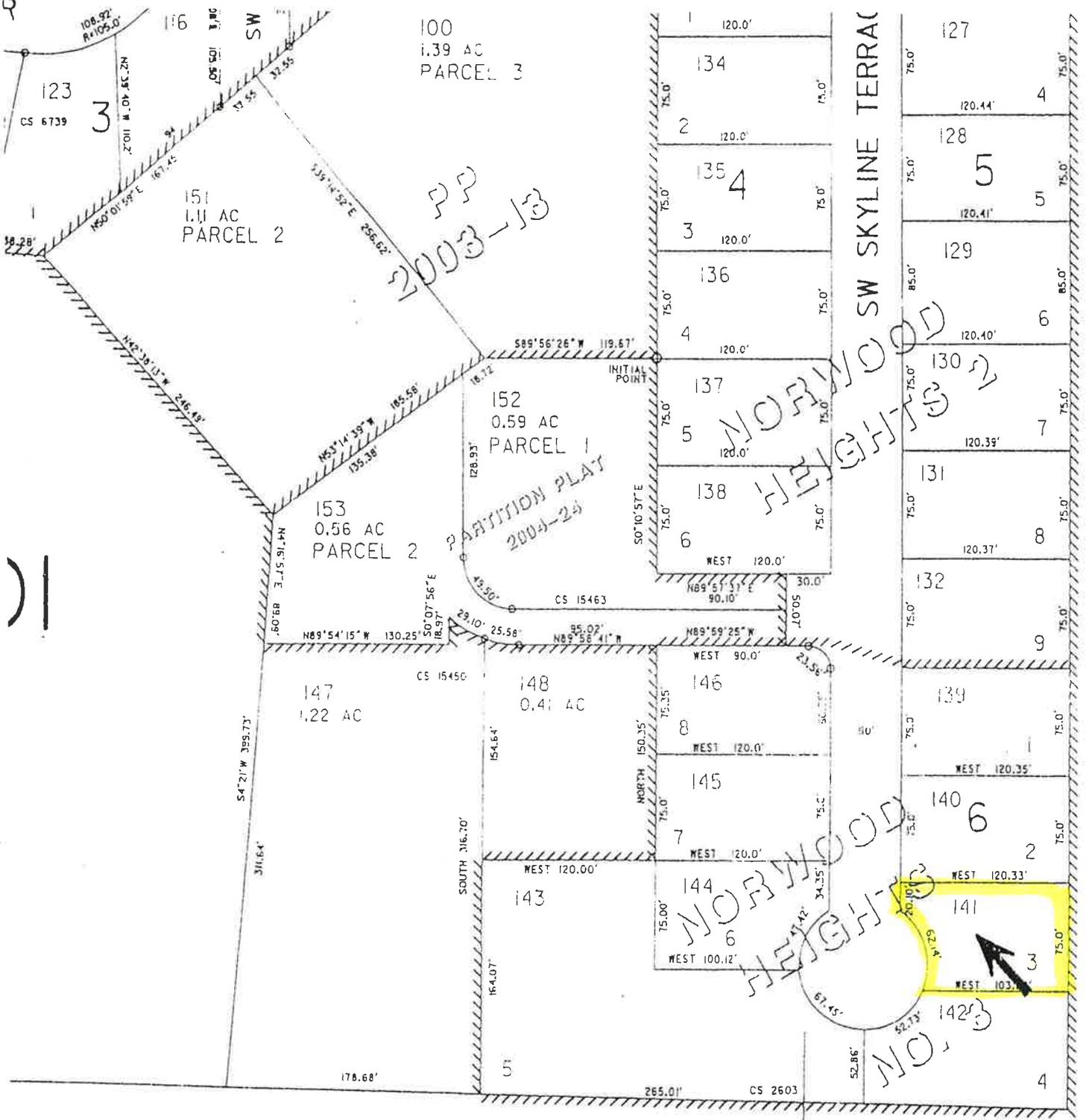
Judy Reid

The Lincoln County Assessor's Office is in the process of redrawing county maps. The map numbers may or may not match the information contained within this report. The information shown on this sketch is provided without charge and is provided as a courtesy only. It is not intended to show all matters related to the property including but not limited to area, dimensions, easements, encroachments or location of boundaries. Western Title & Escrow Company assumes no liability for any matter related to this sketch. Reference should be made to an accurate survey for additional information.

Order No. **22-0060505**

Scale: 1" = 100'

Lincoln County Assessor's Map: **73-11-19 CC TL 141**



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c

10

11

July 14, 2015

City of Waldport Planning Commission

PO Box 1120

Waldport, OR 97394

Re: The Proposed "Summit of Waldport" Development

Let me begin by saying that I am not opposed to development. Nor am I opposed to homes being built on the property at the end of Skyline Terrace, which is the subject of this discussion. However, I am opposed to it being developed for 6 cluster homes having zero setback, insufficient street development, and inevitable parking, traffic, and safety issues clearly 'built in' from the onset. This, I fear, is the reality of the current proposal.

Realistically, 6 new homes would likely mean that there would be 12 or so additional cars utilizing Skyline Terrace on a daily basis. From the Staff Report of June 22, 2015, it is unclear to me as to whether the proposal is for only one parking space per home or one parking space, plus garage per home. If with a garage, what is the minimum accommodation: a garage for 1 or 2 cars? The report, including the proposal which Mr. Weber submitted, leaves too many unanswered questions. I strongly feel that such an impinging development, not in keeping with the original conception for Norwood Heights, would negatively impact the quality of life in our peaceful neighborhood...*and the safety of the entire neighborhood.*

When I say safety issues, many of these would be in relation to traffic to and from Norwood Heights. I do mean potentially serious issues. As we all know, Skyline Terrace is a dead-end street. Our access street, Norwood Drive, itself is a dead-end street leading only 'down the hill' to Hwy. 101, with the possible alternative egress half way down the hill via Pacific View down to Starr Street. However, as we learned a few days ago, when a tree falls over Norwood before it reaches Pacific View, we on Skyline Terrace, Dolores, and Norwood have NO EGRESS, except perhaps, on foot.

Having lived on Skyline Terrace for 12 years, until four years ago with an invalid husband whose life threatening health issues sometimes necessitated immediate transportation to the hospital, I am most aware of the concerns this lack of another exit route entailed for us. Fortunately, while he was living, we never had a tree fall over the road which precluded access from both Norwood and Pacific View.

In the event of a Tsunami, Norwood is an evacuation point...with only one way out! In the event of an earthquake, there is only one way out! In the event of a fire, and more specifically, located within the proposed development, how will fire trucks be able to utilize a 20' access road to 6 clustered houses, and how would this impact and endanger others in the neighborhood?

Before any decision with regard to this proposed development is made by the commission, I feel strongly that the property owners in the Norwood Heights 2 & 3 neighborhood, the people who will be impacted most by the decision and who have put their hard earned cash into the homes they have

purchased here, deserve to have a complete and detailed plan from the developer to review (and including details of any allowances), and that these property owners be afforded the chance to respond to the details of such proposal before any decision is made.

As presented, Mr. Weber's proposal is replete with omissions, vague and euphoric conceptions, and loosely described intentions, featuring emphasis upon flexibility "not overburdened by detail" (*really?*) and, is totally without regard for the existing CC&R's or for the neighborhood safety *issues* which this development would create.

I feel, personally, that this proposal was submitted cavalierly, and I cannot help but suspect that Mr. Weber, perhaps, felt that he had found a *naïve little burg* where the 'going would be easy' and the profits easier. I sincerely hope that this is not the case and that my natural skepticism has simply been in overdrive.

Clearly, the proposal is in direct conflict with the existing CC&R's, and it would create unnecessarily a number of very real nuisance issues in the neighborhood as well as truly hazardous and, perhaps, life threatening conditions should there be a fire or other reason for emergency vehicles entering the area and/or for neighborhood evacuation of the area. I do not feel that such *safety issues* can be ignored.

Important to me, and I believe to most property owners, is that the integrity of the neighborhood be left undisturbed. Incompatible development that would negatively impact home values in the neighborhood is a real concern to most of us. The number of homes allowed on the property, the minimum square footage of these homes, and the quality restrictions are important issues and, *like safety issues*, should be addressed and should be spelled out clearly by Mr. Weber before any consideration for approval of this development is offered.

When my late husband and I purchased the lot for our home on SW Skyline Terrace in 2003, we did so because we loved the quiet and serenity of the neighborhood and the aesthetic integrity of the homes in Norwood Heights. Because of the existing CC& R's, we had every reason to expect these CC &R's to be binding for all property owners and all future building/development in Norwood Heights.

It is very unclear just what CC&R's mean to Mr. Weber (how does he view the existing CC&R's and is he proposing new CC&R's specifically for this development?). It is my understanding that he is proposing that his land and his homes each be under the auspices of different entities; one under CC&R's, the other under an HOA or Architectural Review Committee. How would that work? As I said earlier in this letter, there are many issues that need to be clarified.



Joyce L. Wilson

725 SW Skyline Terrace, Waldport, OR

Phone: 563-3445)

June 29, 2015  
City of Waldport Planning Commission  
P.O. Box 1120  
Waldport, OR 97394

Dear Commissioners:

The proposed "Summit at Waldport" development in Norwood Heights conflicts with the established CC&Rs for Norwood Heights 2 and 3, with the intent of the original developers, and also with the wishes of current owners on Skyline Terrace.

Larry Lewis has in hand the CC&Rs for all phases of Norwood Heights development. They clearly indicate that land in the proposed new development is included in the Norwood Heights 2 and 3 development plan (see attached map) and is subject to these CC&Rs which state that "No lot shall be improved with more than one single family dwelling". The proposed "Summit at Waldport" is not compliant with the existing CC&Rs.

The original CC&Rs state the intent of the original developers that "all lots shall be held, sold, conveyed and subject to" these CC&Rs, and this was the understanding of people who bought homes on this street. There was no way that anyone who bought a home on Skyline would have envisioned six houses being crowded together on a narrow street that is only 20 feet wide.

The city required a high standard for the original developers regarding both surface and width for Skyline Terrace but now seems prepared to make allowances for a much narrower private road, ignoring city code which states that a private road with more than three houses shall meet the public road standard requiring a 28 foot surface width. Mr. Weber intends to build six houses.

The narrow street will pose safety hazards, for all of us who live in this area. There will be poor access for emergency vehicles. Skyline Terrace is about 900 feet long, which already exceeds the 400 foot length for a dead-end street. This development will only exacerbate the situation. Children often play in the street on Skyline Terrace, and the increased traffic from six homes will be a danger to them.

It seems so obvious that parking problems will exist here for the people who live in the proposed houses. No one really believes posting "No Parking" signs will keep people from parking on this street, do they? Frankly, even if the owners or their guests did not park on the proposed 20 foot wide street they would wind up parking on Skyline.

Another issue is the shared space for these homes. This sounds very green and forward thinking until you look more closely at the details. Who would own and manage this common area? The fact easements would be granted for property owners so that they can landscape or otherwise alter the space around their dwellings on land that is not part of their lot negates the idea that this is simply shared space. It is a way to avoid any existing standards for how closely houses can be placed next to each other.

All in all the description given of the proposed development is not precise and raises more questions than it answers. The application does not include information that should have been provided before the public hearing, especially the CC&Rs for the proposed planned development. How can the planning commission make an informed decision without this information? The narrative description of "few

restrictions so people can enjoy a relaxed lifestyle” and a “rural, residential, flexible lifestyle not overburdened by detail” indicates very little about what will actually be built. The proposal states that wide latitude will be given as to the kind of materials used. Mr. Weber said via phone at the hearing that the houses would be less than \$250,000, but he did not say what the lowest cost of these houses might be. People already living in Norwood Heights 2 and 3 are much more concerned about the minimum cost and quality of the houses to be built.

In conclusion, you are being asked to consider:

- That there are existing CC&Rs already governing the development in this area,
- That the proposed planned development is not in keeping with the intent of the developers or the owners of property in Norwood Heights 2 and 3 or surrounding area,
- Whether a 20 foot wide road is either desirable or safe,
- Whether this relatively large number of homes in this small area is either legal or desirable,
- That the application for the planned development is not complete.

Thank you for your consideration of these important issues.

Sincerely,

*Linda Christenson*

Linda Christenson  
940 Skyline Terrace

Att: Norwood Heights 2 and 3 map

69433-7012

# NORWOOD HEIGHTS No. 3

LOCATED IN THE SW 1/4 OF SECTION 19, T19N, R11W, W.M.  
CITY OF WALDPORF, LINCOLN COUNTY, OREGON  
(13-11-19-00)

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	EAST	19.00'
L2	SOUTH	18.00'
L3	SOUTH	0.25'
L4	SOUTH	20.10'

RECORD [PLAT BOOK 10, PAGE 40]  
LINE BEARING DISTANCE  
L4 S74°06'32"E 91.89'

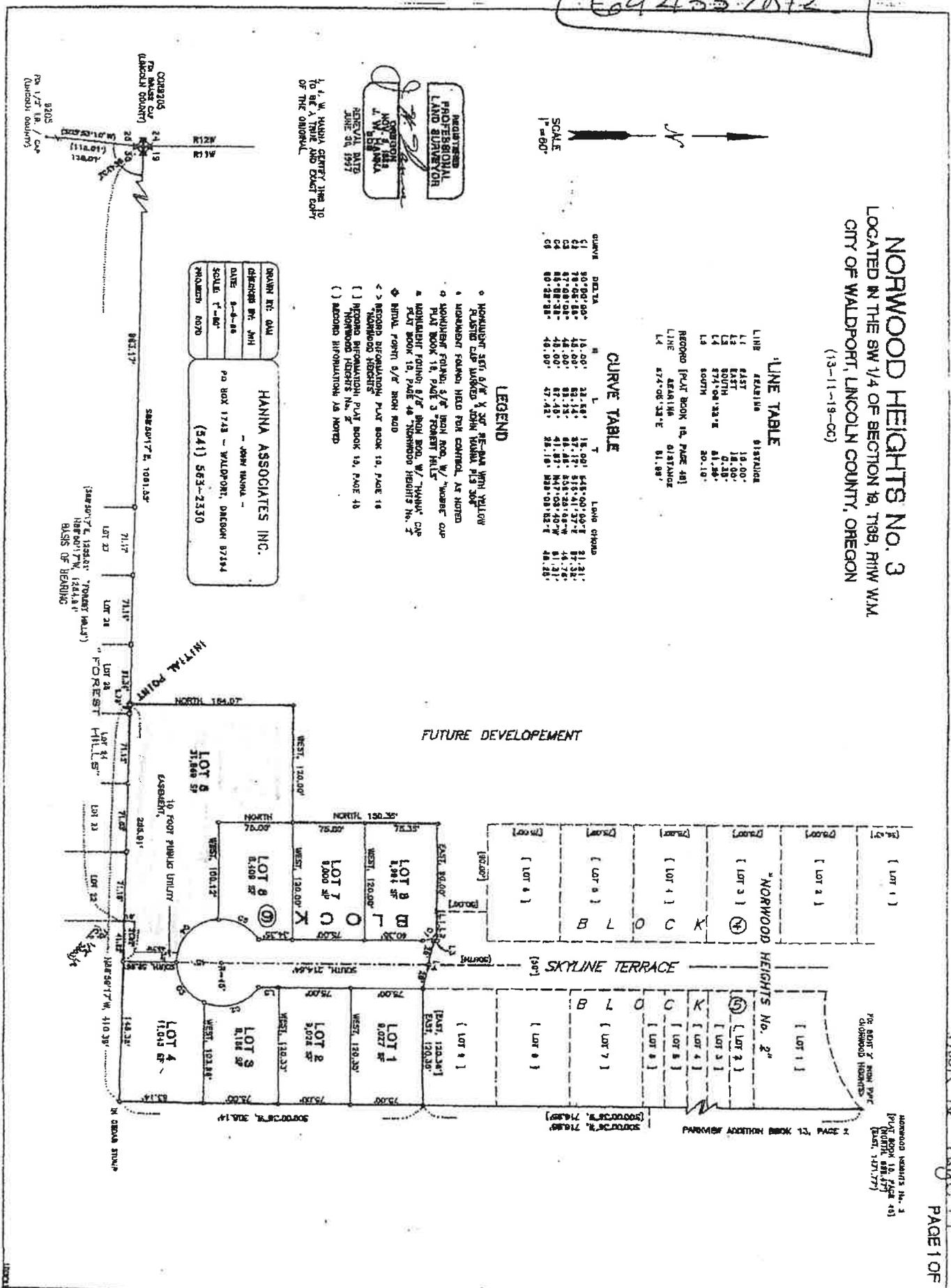


**CURVE TABLE**

CURVE	DATA	M	L	T	LONG CHORD
C1	30°00'00"	18.00'	22.184'	15.091'	64.8-00'-00"E
C2	30°00'00"	18.00'	22.184'	17.414'	64.8-00'-00"E
C3	30°00'00"	18.00'	22.184'	17.414'	64.8-00'-00"E
C4	30°00'00"	18.00'	22.184'	17.414'	64.8-00'-00"E
C5	30°00'00"	18.00'	22.184'	17.414'	64.8-00'-00"E

- LEGEND**
- MONUMENT 3/8" 5/8" X 3/8" REBAR WITH YELLOW PLASTER CAP MARKED JOHN HANNA PLS 307
  - MONUMENT FOUND, HED FOR CONTROL AT HORN
  - MONUMENT FOUND, 5/8" IRON ROD, W/ "HANN" CAP PLAT BOOK 18, PAGE 3 "FOREST HILLS"
  - MONUMENT FOUND, 5/8" IRON ROD, W/ "HANN" CAP PLAT BOOK 15, PAGE 48 "NORWOOD HEIGHTS No. 2"
  - ◇ BIRTH POINT 5/8" IRON ROD
  - < -> RECEIVED INFORMATION, PLAT BOOK 19, PAGE 16 "NORWOOD HEIGHTS"
  - [ ] RECEIVED INFORMATION, PLAT BOOK 19, PAGE 16 "NORWOOD HEIGHTS No. 2"
  - ( ) RECEIVED INFORMATION AS NOTED

OWNER: HANNA ASSOCIATES INC.  
- JOHN HANNA -  
PO BOX 1743 - WALDPORF, OREGON 97144  
SCALE: 1" = 60'  
PROXIMATE: 6070 (541) 563-2330



L. J. W. HANNA, GEORGE J. HANNA, JR.  
OF THE ORIGINAL

REGISTERED PROFESSIONAL LAND SURVEYOR  
JOHN HANNA  
L. J. W. HANNA, JR.  
JUNE 20, 1997

CONTRIBUTOR  
PO BOX 1743  
(WALDPORF, OREGON)

3205  
PO 1/2" IR. / CAP  
(WALDPORF, OREGON)

NORWOOD HEIGHTS No. 1  
PLAT BOOK 10, PAGE 40  
NORTH 88.157°  
(DIST. 127.177)

PARTIAL ADDITION BOOK 13, PAGE 2

July 15, 2015  
City of Waldport Planning Commission

Dear Commissioners:

Gordon Flaming was one of the original developers of Norwood Heights, and his home is included in the Norwood Heights Phase 2 Development. . Mr. and Mrs. Flaming are away on vacation and unable to attend the public hearing on July 27, but they sent the following email and asked that it be included in the packet assembled for Planning Commission members.

Linda Christenson

July 15, 2015>

TO WALDPORR PLANNING COMMISSION

FROM GORDON AND SHIRLEY FLAMING  
860 Skyline Drive  
Waldport, OR 97394

In an area already zoned R-1 residential there should be no reason to rezone for another developer.

This property was purchased and developed for the purpose of singular home on individual lot.

For many reasons as stated at an earlier planning commission we are against rezoning this property.

June 29, 2015  
City of Waldport Planning Commission  
PO Box 1120  
Waldport, OR 97394

Dear Commissioners:

Having been notified of and attending the Public Hearing on June 22, 2015 regarding the "Summit at Waldport" development, I remain with many concerns and questions:

My property at 1235 SW Fairway Drive borders the proposed development property on the south. Larry Lewis, City Planner, stated that the public works had developed an "alternate plan" for routing of water lines rather than the southern edge of the property. That alternate plan was not revealed or made clear. In order to make a 20 – 26 foot wide paved road to meet utility and emergency vehicle requirements, would that existing gravel road not need to be widened? If so, would this require impacting the root structures of the existing trees on the south border, creating a hazard of unstable, falling trees? Would it be prudent for the city or Mr. Weber to have that area assessed by a licensed arborist?

The proposed "floating trail" plan is unclear. Where, exactly, would it be located and who would be responsible for constructing and maintaining this trail?

Overall this plan does not seem to be a good fit for the area due to the proposed housing density, in violation of the existing Norwood Heights CC & R's, the existing development to the north of the Forest Hills development in which I reside.

Mr. Weber made a number of verbal agreements over the speakerphone during the public hearing. Will all of these agreements be written into the permit as Conditions of Approval and be legally binding?

As many questions and concerns remain, I request that you do not approve or permit this development until all of these concerns and municipal code violations be resolved.

Barbara B Davis  
PO Box 2170  
Waldport 97394

Dennis and Laurie Meredith  
PO Box 2235  
Waldport, OR 97394

July 5, 2015

City of Waldport Planning Commission  
PO Box 1120  
Waldport, OR 97394

Subject: Planned Development "The Summit at Waldport"

Ladies and Gentlemen:

The Planning Commission meeting of June 22, 2015 regarding the subject development brought many issues of concern to light. We have since walked Norwood, Skyline Terrace, and Dolores in order to get a better feel for the impact this development would have on our neighborhood. If there would be a vote for us to cast it definitely would be an emphatic NO!

Norwood Drive is a dead end street with 2 other dead end streets attached. There are over 40 lots remaining to be developed on Norwood alone. Both Skyline Terrace and Dolores also have undeveloped lots. As these lots are developed the traffic in this neighborhood would increase dramatically. Adding 6 additional homes at the end of Skyline Terrace would be a detriment to the safety of everyone on Skyline and the surrounding area.

The CC&R's for Norwood Heights were specific to keep our community a more rural development with requirements set at 9,000 sq. ft. per single family home. What drew us to Waldport, and this neighborhood specifically, were the wooded lots, no sidewalks, limited street lights, and larger lot sizes. Please do not negate these facts and issues and destroy our wonderful community.

This is not the neighborhood to try and fit 6 lots with zero lot lines just to get the most for a developer's investment. If allowed, this development will have a negative impact on the property values for all home owners on Skyline Terrace, Norwood Drive and Dolores. It will also negatively affect the homes on Kelsey, where some of them will only have 10 feet between their property line and a 30' structure. Measure 10 feet from your lot line and picture a 30 foot structure. It is absurd!

This is personal. It greatly impacts our homes, children, lifestyle and investment. The CC&R's make it clear this is not what we bought into in this subdivision. It is not safe, it is not desirable and it is not wanted.

Regards,



Dennis and Laurie Meredith