



PERRYDALE DOMESTIC WATER ASSOCIATION

APPLICATION FOR SUPPLEMENTARY / HARDSHIP HOUSE USE

Section 11.2.1 of the By-Laws of the Perrydale Domestic Water Association permits the temporary hook-up of an additional service upon application to and approval by the Board of Directors. In addition to this application, the applicant(s) must submit a doctor’s statement showing medical need as required by the county where the Member’s property is located for a hardship house and an approved land use approval authorizing a hardship dwelling as required by the relevant county. Use of the temporary hook-up is governed by the terms and conditions of the Perrydale Domestic Water Association Hardship Policy and is also subject to all other terms, conditions, rules, and regulations of the Perrydale Domestic Water Association, including, but not limited to, its Articles of Incorporation, By-Laws, Rules and Regulations, and the applicant-member(s)’s Water User’s Agreement. Temporary hook-ups and hardship uses may require use of a storage tank and auxiliary pump. Members receiving approval for a temporary hook-up or hardship use shall sign such agreements as the Board may designate for such connections to the Association’s water system.

Member(s): _____

Service Address: _____

Mailing Address (if different): _____

The undersigned member(s) of the Perrydale Domestic Water Association hereby state:

1. This application for supplementary house use on Perrydale Domestic Water Association’s water system is based on a medical need;
2. The member(s) has received a land use approval authorizing a hardship dwelling from the county where the supplementary house to be supplied is or will be located;
3. The member(s) owns the property in question;
4. The member(s) agrees to abide by the Perrydale Domestic Water Association Hardship Policy
5. The member(s) acknowledges any approval of a hardship connection is temporary and must be removed upon termination of the hardship and agrees to execute a Covenant to Remove and will remove the temporary hook-up once the hardship is terminated.
6. The member(s) agrees to sign such agreements as the Board of Directors may designate as necessary for temporary hook-ups to the Perrydale Domestic Water Association’s water system.

_____, Member _____, Member

Date: _____

Date: _____

SUPPLEMENTARY/HARDSHIP HOUSE USE:

APPROVED

DENIED

Perrydale Domestic Water Association

By: _____

Its: _____

Date: _____

FOR OFFICE USE ONLY:

Application Received _____

Doctor's Statement

Land Use Variance

Covenant to Remove Received

Application Submitted to Board of Directors _____



When Recorded Return To:
Perrydale Domestic Water Association
11475 W Perrydale Rd.
Amity, OR 97101

COVENANT TO REMOVE

The undersigned member(s) of the Perrydale Domestic Water Association (“Covenantor”), having submitted to the Board of Directors of the Perrydale Domestic Water Association an Application for Supplementary/Hardship House Use dated _____, 20__ (“Application”), do hereby covenant and agree with the Perrydale Domestic Water Association (“Association”), its Board of Directors, and the successors in office of said Board, pursuant to the Article of Incorporation, By-Laws, Rules, Regulations, and Policies of the Association, that:

1. The covenantor(s) own the hereinafter described property located in the County of _____, State of Oregon:

Legal Description: _____

Physical Address: _____;

2. This covenant shall run with the land, and shall bind, and shall also inure to the benefit of, the heirs and assigns of the respective parties to whom any part of the lands made subject to the restrictions herein shall at any time become or belong, until terminated by the Association;
3. This covenant shall be executed before approval of the Application and shall take effect upon approval of the Application;
4. The covenantor agrees to record this covenant in the records of _____ County upon approval of the Application and no less than five (5) business days after the Application’s approval;
5. The Association’s Board of Directors’ approval endures only for the duration of Covenantor’s hardship or need;
6. Every two (2) years and upon reasonable request of the Association or its Board of Directors, Covenantor shall provide evidence of a continuing hardship by providing an updated or affirmed doctor’s statement showing medical need and land use variance approval;
7. Upon overcoming the hardship or need, removal of the hardship temporary dwelling on the land, or sale of the land serviced by the temporary hook-up, Covenantor shall remove the temporary hook-up for supplementary/hardship house use and notify the Association of the removal;



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RELEASE OF COVENANT TO REMOVE

WHEREAS, Perrydale Domestic Water Association (“Association”), by a covenant recorded _____ in the _____ County records, imposed certain restrictions upon certain real estate located in _____ County, Oregon, described as:

Legal Description: _____

Situs Address: _____;

WHEREAS, the signatories to said covenant have disconnected their temporary hook-up to the Association’s water supply; and

WHEREAS, said covenant provides that upon removal of the temporary hook-up to the satisfaction of the Association and its Board of Directors, the Board shall approve termination of this covenant and cause a record of the same to be recorded;

NOW THEREFORE, the Association’s Board of Directors has approved termination of said covenant in accordance with the terms of the covenant, as well as the Association’s Articles of Incorporation, By-Laws, Rules, Regulations, and Policies and hereby releases, abandons, and forever discharges said covenant and the restrictions thereby imposed upon said lands.

Perrydale Domestic Water Association

By: _____

Its: _____

Date: _____

[ACKNOWLEDGEMENT ON NEXT PAGE]

State of Oregon)
) ss.
County of _____)

Signed and acknowledged before me on _____, 20__ by Perrydale Domestic
Water Association by _____, its _____.

Notary Public for Oregon