

**HEADWATERS PROJECT
GOOD NEIGHBOR AGREEMENT
OCCUPANCY PHASE**

Date: August 2005

1 INTRODUCTION AND BACKGROUND

- 1.1 This Good Neighbor Agreement represents the good faith wishes and intentions of the parties involved, but is not intended to be a legally binding document.
- 1.2 The following agreement was developed by and between Multnomah Neighborhood Association, (“Neighbors”), Portland Development Commission, (PDC), Southwest Neighborhood Association, Inc., (“SWNI”), Office of Neighborhood Involvement Crime Prevention Program (“ONI Crime Prevention”) and Northwest Housing Alternatives, (“NHA”).
- 1.3 PDC is developing 100 rental housing units at SW 30th between SW Dolph and SW Marigold (the "Development"), NHA is developing 56 senior housing rental units (“Senior Housing”) and Dolph Creek, LLC is developing 14 for-sale townhouses, (the “Townhouses”).
- 1.4 The entire project is referred to as “Headwaters,” and the people who live there as “Residents.”
- 1.5 The Development will be managed by a professional property management company (the “Manager”) which will have an office on-site during normal business hours and be on-call 24 hours. The Senior Housing will have a full-time, on-site manager (the “Senior Housing Manager”). The Townhouses will be governed by a Townhouse Association Agreement (the “Association”).
- 1.6 Neighbors have expressed concerns about the impact of Headwaters and Residents on the neighborhood. In order to increase understanding between Headwaters and Neighbors, this agreement was drafted.
- 1.7 The community partners have expressed a desire to work cooperatively to maintain our safe community.
- 1.8 Inherent in this agreement is the assumption of certain basic rights. These include:
 - All Neighbors and Residents have a right to personal safety.
 - All Neighbors and Residents have a right to safe and quiet enjoyment of their properties.

2 GOALS OF THE AGREEMENT

As pertains to the Headwaters development, the goal of this agreement is:

- 2.1 To initiate and maintain open communications and understanding among the parties and to be responsible partners to one another.
- 2.2 To maintain neighborhood safety and livability.
- 2.3 To address crime and the fear of crime in the neighborhood.
- 2.4 To develop a procedure for resolving problems.
- 2.5 To maintain an open dialogue among the Neighbors, SWNI, ONI Crime Prevention Program PDC, NHA, and Dolph Creek, LLC to assist in problem solving.

Therefore, the parties have reached the following agreement.

AGREEMENT

3 ALL PARTIES AGREE TO:

- 3.1 Report crime and suspicious activity in the neighborhood to police.
- 3.2 Work with the SW Crime Prevention Specialist, the Portland Police Bureau and one another to reduce crime.
- 3.3 Use direct communication to express their needs and problems, provide early intervention on issues and ask for assistance in facilitating communication when necessary. A list of key contacts related to the development and implementation of this agreement are provided in Exhibit A.
- 3.4 Meet and review the Good Neighbor Agreement (GNA) approximately 30 days prior to when the apartment complex opens, six months after it is opened and then as needed (PDC will remind parties of the two scheduled meetings).
- 3.5 Provide parties of this agreement with updated contact information if there are any changes in staff or neighborhood leadership.

4 PDC AND NHA AGREE TO:

- 4.1 Work with SW Crime Prevention to develop a trespass/exclusion agreement with the Portland Police (Exhibit B).
- 4.2 Maintain and monitor security lighting on the premises.

- 4.3 Ensure that the professional property management company/companies hired will:
 - 4.3.1 Limit vehicles parked on-site to those that are registered and operative.
 - 4.3.2 Screen tenants prior to leasing for possible violent crimes.
 - 4.3.3 Prohibit illegal drug use on the premises.
 - 4.3.4 Prohibit dogs or limit the size of dogs to 25 pounds (unless required as assistance or companion animals).
 - 4.3.5 Establish maximum household occupancy and guest guidelines. Require that property manager be notified of long-term guests.
 - 4.3.6 Prohibit storage of traditionally inside items in community areas and in any area visible to the public
 - 4.3.7 Establish quiet hours and noise level limits. Educate tenants as to what constitutes excessive noise.
 - 4.3.8 Prohibit any illegal activities not specifically mentioned above.
 - 4.3.9 Ensure that expectations outlined in tenant leases are enforced.
- 4.4 If the Development and Senior Housing are managed by separate property management companies, ensure communication between the two.
- 4.5 Work with SW Crime Prevention to train key employees regarding the trespass agreement and other City ordinances (i.e., Noise and Chronic Nuisance Ordinances).
- 4.6 Maintain current contact information. This information will be conspicuously posted on the exterior of each building, with an advisory that in an emergency, the police are to be called.
- 4.7 Conduct daily trash pick-up on the Headwaters premises.
- 4.8 Report graffiti on their respective properties immediately, and remove the graffiti from their respective properties within 72 hours of its discovery.
- 4.9 Request that Property Management representative(s) attend Neighborhood Association meetings.

5 PDC AGREES TO:

- 5.1 Schedule a meeting with BES as close as possible to the start of construction as possible to discuss wetland issues and the triangle.
- 5.2 Develop and maintain a website that will describe the Headwater Project and provide construction updates and solicit input from Neighbors.

5.3 Work with Dolph Creek, LLC to insure that the above concerns are addressed in the Homeowner Association Agreement.

6 INDIVIDUAL NEIGHBORS OF HEADWATERS WILL BE ENCOURAGED TO:

6.1 Be considerate.

6.2 Respect the personal safety of Residents of Headwaters.

6.3 Act in a manner consistent with the goals of this agreement.

6.4 Communicate matters of concern through the proper channels.

7 THE NEIGHBORS AGREE TO:

7.1 Work with SW Crime Prevention, PDC and Senior Housing to develop and maintain a trespass agreement.

7.2 Be a resource to provide insight to strategies affecting neighborhood livability.

7.3 Provide and distribute updated contact information to interested parties.

Multnomah Neighborhood Association:
By: Hannah Davidson

GNA Chair
3214 SW Freeman St.
Portland, Or 97219
Phone: (503) 241-0151

Date: _____

Portland Development Commission:
By: John Warner

Sr. Development Manager
222 NW Fifth Ave.
Portland, OR 97209-3859
Phone: (503) 823-3240

Date: _____

Northwest Housing Alternatives, Inc:
By: Martha McLennan

Executive Director
2316 SE Willard Street
Milwaukie, Oregon 97222-7740
Phone: (503) 654-1007 x107

Date: _____

Dolph Creek, LLC:
By: James H. Winkler

Centennial Block
210 SW Morrison St., Ste. 600
Portland, OR 97204
Phone: (503) 225-0701

Date: _____

Southwest Neighborhoods, Inc.:
By: Leonard Gard

Land Use Chair
7688 SW Capitol Hwy.
Portland, OR 97219
Phone: (503) 823-4592
Date: _____

Office of Neighborhood Involvement Crime Prevention Program:
By: Stephanie Reynolds

Crime Prevention Program Coordinator
City of Portland, Office of Neighborhood Involvement
7688 SW Capitol Hwy.
Portland, OR 97219
Phone: (503) 823-3131

Date: _____