

***Declaration of Covenants, Conditions and Restriction for  
Desert Rise Industrial Park  
Redmond, Oregon***

This Declaration is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by the City of Redmond, a municipal corporation of the State of Oregon, as owner of that certain real property, hereinafter referred to as "Desert Rise", in the city of Redmond, Deschutes County, Oregon, described in Exhibit "A" attached hereto and by this reference incorporated herein.

The property is being developed as a planned industrial park known as Desert Rise. Desert Rise Industrial Park is established to:

- Provide economic development opportunities in a well planned and orderly manner;
- Provide a significant number of new family wage jobs, and ;
- Provide an inventory of larger lots for sale for major industrial activities.

Desert Rise Industrial Park is subject to the City of Redmond Heavy Industrial M-2 code, or a conditional use as specified in the City of Redmond Heavy Industrial (M-2) Code, and the provisions contained herein. These provisions (hereinafter referred to covenant, conditions, and restrictions or CCR's), provide additional detail and specific requirements that exceed the underlying M-2 zone. It is the desire and intention of the City of Redmond to subject the real property in Desert Rise Industrial Park to the CCR's for the benefit of the property, the City of Redmond, and the purchasers of lots in Desert Rise. These covenants, conditions and restrictions are intended to be common to all lots in Desert Rise and are being established to:

- Insure orderly development, efficiency and continuity in accordance with a master plan for subdivision, improvement, maintenance and operation of the real property;
- Enhance and protect the value, desirability and attractiveness of the real property;
- Promote quality, compatibility and creativity in architectural and site design;
- Preserve natural features of the environment;
- Set forth minimum standards for development, use, and maintenance; and
- Provide a formal mechanism for exercise of controls and enforcement.

To the greatest extent possible, building designs, materials and products, and site plans shall incorporate sustainable practices such as but not limited to:

- New structures shall incorporate design and technologies to reduce heating and cooling requirements;
- Generous areas of new vegetation shall be incorporated into all site plans with an emphasis on native plants;
- Deciduous trees shall be used in parking lot islands and on the south sides of buildings to provide natural cooling;
- Protect significant vegetation including trees and under-story shrubs;
- Reuse surface soils on-site; and
- Reduce irrigation requirements and employ xeriscape methods where feasible.

Development within the site must also comply with all other governmental requirements.

**I. GENERAL DECLARATION**

1.1 Declaration of Covenants, Conditions and Restrictions

The City of Redmond hereby declares that Desert Rise is now held and shall hereafter be used in compliance with the CC&R's set forth in this Declaration. These CC&R's are declared and agreed to be in furtherance of a master development plan for the subdivision and shall apply to and bind all owners, lessees, licensees, occupants, and users of the property, their successors in interest as set forth herein, and shall constitute covenants running with the land. The City of Redmond shall remain a party to and participant in these CC&R's so long as the CC&R's remain in effect.

## 1.2 Additional Land

The City of Redmond may add contiguous land now or hereafter owned by the City of Redmond by recording in the county records a document describing the additional land and stating it is subject to these CC&Rs. Upon recording, the additional land shall be a part of Desert Rise.

## II. DEFINITIONS

The following definitions shall apply to the use of the associated words, acronyms and phrases in this Declaration.

- 2.1 City: City of Redmond. For the purposes of enforcement of these CCRs, the City shall be represented by the City Manager or his/her designee.
- 2.2 CCR's: Conditions, covenants and restrictions.
- 2.3 Desert Rise: All of the real property now or hereafter made subject to this declaration.
- 2.4 Declaration: This declaration of Covenants, Conditions and Restrictions for Desert Rise, as may from time to time be amended or supplemented.
- 2.5 Improvements: All buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, telephone and communications lines and facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures, construction, installations, and landscaping of every type and kind, whether above or below the land surface.
- 2.6 Lot: A lot or parcel within Desert Rise legally created by partition or subdivision and suitable as a building site.
- 2.7 Owner: The holder of a fee simple interest in a site or the holder of a vendee's interest in a site under a recorded installment contract of sale. The holder of any leasehold interest in a site, a building, or a portion of a building is not an Owner. If there are two or more co-owners of a site, they shall collectively constitute only one Owner for purposes of these CC&R's.
- 2.8 Site: A contiguous area of land comprised of one or more lots held by the same Owner for a single improvement or integrated separate improvements.
- 2.9 Streets: Any street, highway or other thoroughfare within or adjacent to Desert Rise and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

### III REGULATION OF OPERATIONS AND USES

#### 3.1 Permitted Uses

Any business or industrial operation and use consistent with the zoning ordinances of the City of Redmond will be permitted subject to the approval of City of Redmond, which it may exercise in its sole discretion. Approved uses shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce any adverse impacts to other sites. Certain activities that cannot be carried on within a building may be permitted provided the City of Redmond specifically consents thereto, and further provided such activity is screened or otherwise mitigated so as not to be discernible from or produce any adverse impact to neighboring Sites and streets. Changes in use shall be approved, disapproved or conditionally approved after receipt of all information that would be reasonably required for a prudent business decision.

#### 3.2 Prohibited Activities

No use will be conducted on a Site, nor shall any materials or products be manufactured, processed or stored thereon which shall, in the opinion and sole discretion of the City, cause an undue fire or health hazard, be offensive or detrimental to any adjacent property or to its occupants, or which shall constitute a nuisance such as, but not limited to, the emission of noxious odors, toxic or non-toxic matter, dust, gases, smoke, or cause excessive noise including outside intercoms, alarms, speakers, ringers, bells, that are discernable at the property line, vibration, electro-mechanical disturbance, radiation, intense glare or heat, air or water pollution, or other conditions which may adversely affect the welfare of persons within the area, the intended use of their property, or which may be harmful to the property, including vegetation, or violate the intent of these CC&R's. Customary and ordinary construction activity performed in accordance with all applicable laws and without undue interference with neighboring properties shall not be considered a nuisance.

#### 3.3 Condition of Property, Compliance with Laws and Regulations

The Owner of each Site shall at all times keep it and the buildings, improvements and appurtenances thereon in safe, clean, neat and sanitary condition. In addition, each Owner shall comply at its own expense, in all respects, with all applicable governmental statutes, ordinances, regulations, requirements, and directives including but not limited to applicable health, fire, safety, zoning, building and environmental laws as presently in effect or hereafter enacted.

#### 3.4 Maintenance and Repairs

Each Site and all improvements thereon (including signage) shall at all times be maintained by the Owner in first-class condition, repair, and appearance. Loading and service areas shall be kept clean. Landscaping shall be maintained in a slightly, well-kept and weed-free condition. An Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever which may accumulate upon such Site. All repairs, alterations, replacements, or additions to improvements shall be (i) made pursuant to applicable building codes and permit requirements, (ii) made in a good and workmanlike manner and (iii) of a quality at least equal to the original work. The necessity and adequacy of such repairs shall be measured by the same standard as set forth herein for the original construction and maintenance, and in compliance with any design guidelines which may be set by the City.

The Owner shall maintain the lot in a neat and orderly fashion at all times, free of fire hazards and injury risks, including any area set aside for future development. Owners are responsible for regularly scheduled maintenance to buildings and landscaped areas including areas set aside for future development. Owners are responsible for removing trash, debris or rubble of any kind, for maintaining adequate exterior lighting, and for maintaining the landscape areas along their frontage within the right of way. Owners shall maintain any landscaping contained within public storm water disposal areas contained within the right-of-way or easement area. Owners shall obtain the permission of the City of Redmond Public Works Department before making any alterations to landscaping contained within storm water disposal areas. The City of Redmond may dictate landscape maintenance procedures and frequency within public storm water disposal areas, as necessary to ensure design performance.

### 3.5 Storage and Refuse Collection Areas

- (a) No materials, supplies or equipment shall be stored on a Site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property. Any outdoor storage areas shall be located upon the rear portions of a Site unless otherwise approved by the City in its sole discretion.
- (b) No storage tanks shall be permitted on a Site without the approval of the City in its sole discretion and receipt of all necessary approvals and permits from any governmental agency having jurisdiction.
- (c) No trailer shall be used for storage purposes for a period longer than 60 days on a Site except for storage of building materials during construction. Trucks or trailers parked pending loading or unloading, or for use in the normal course of business, shall not be considered storage.
- (d) All outdoor refuse collection and recycling areas shall be enclosed by a constructed wall of durable material compatible with that of the building. Enclosures shall be sufficient in size to contain all refuse generated on a Site

and shall be kept closed. It shall be the responsibility of an Owner to promptly return trash receptacles to the enclosure and remove any debris which may have scattered as a result of collection activity. Refuse collection areas shall be located so as to provide convenient access and be properly screened so as to be as inconspicuous as reasonably possible.

### 3.6 Utilities and Public Improvements

The City reserves the sole right to grant consents for the construction and operation of utility mains and backbone systems including, but not limited to, gas, electricity, telecommunications, above- or below-ground facilities, conduits and pipes in and upon any and all streets now existing or hereafter established upon which any portion of Desert Rise may now or hereafter front or abut. The City reserves the exclusive right to grant consents for any and all street improvements including, but not limited to, grading, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, and no Owner shall enter into any contract or agreement with any utility agency with reference to the installation of public improvements without the City's consent.

### 3.7 Utility Service and Antennas

No sewer, water, drainage, lines, wires or other devices for the communication or transmission of electric current, including telephone, television, microwave or radio signals shall be constructed, placed or maintained anywhere in or upon a Site unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other approved structures, provided that electrical transformers may be permitted if properly screened and approved by the City. No antenna, transmitter or satellite "dish" shall be placed on any improvement within a site unless (i) such antenna, transmitter or satellite "dish" shall be so located or appropriately screened that its presence is inconspicuous, and (ii) the consent of the City shall be obtained. Temporary electric and telephone service incidental to the construction of approved improvements is permitted although not in compliance with these requirements.

### 3.8 Excavation

No excavation of a site shall be made except in connection with construction of an approved improvement, and upon completion, exposed openings shall be backfilled and disturbed ground shall be graded, leveled, and restored to its original condition in accordance with approved plans.

### 3.9 Partition, Subdivision and Lot-line Adjustments

No Lot shall be partitioned or subdivided, nor shall any lot line be adjusted, without the prior approval of the City.

### 3.10 Leases:

No Lot or any portion of a lot may be leased to another entity without the consent of the City, which may be granted or denied in the City's sole discretion. It is the intent of the City that each parcel will support a single industrial operation rather than multiple uses.

#### IV DESIGN CONTROLS

##### 4.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Site until the plans referenced below have been submitted by an owner and approved by the City in writing. Approval shall be based upon final plans and specifications prepared by licensed architects, engineers or other qualified professional. Plan submissions will also be required for significant revisions, alterations, additions, or changes of use for approved or existing improvements. Plans shall be submitted to the City for approval. Submittals shall be consistent with the City of Redmond Development Code requirements.

- (a) Site plan showing the location, size, configuration and layout of any building, structure, facility (or, where applicable, any alteration, addition, modification or destruction thereto) and appurtenant facilities for parking, tanks, storage, loading, deliveries, vehicular and pedestrian traffic and circulation, including the location of all utility lines.
- (b) Architectural plans, elevations and sections in no less detail than required by the appropriate governmental authority for issuance of a building permit showing the nature, style and dimensions of any building, structure, facility, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and for exterior equipment, tanks and other exterior storage areas. Material changes in approved plans must be similarly submitted to and approved by the City.
- (c) Topographical (grading) plan showing the elevation, slope and grade of any site work (including the nature, location and utilization of any removal or filling of soil) proposed to be done in conjunction with any proposed improvement, development, modification or destruction of any building, structure, or facility or of any planting, installation or removal of any landscaping, vegetation, ground cover, or natural features such as rock outcroppings.
- (d) Landscape plan showing the nature, type, size, location and layout of all landscaping, vegetation or ground cover, landscape or site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or

installed (or, where applicable, removed or destroyed), together with the location and design details of any proposed signing.

- (e) Description of proposed construction staging and access areas, and any temporary structures.

#### 4.2 Basis for Approval

In exercising its right of approval, the City shall consider, among other things, the following:

- (f) adequacy of site dimensions for the proposed improvement
- (g) nature and location of improvements and uses upon neighboring Sites
- (h) exterior appearance of architectural style, proportions, height, bulk, color schemes, textures and materials
- (i) relationship to topography of Site and neighboring Sites
- (j) compatibility and harmony of external design with neighboring structures
- (k) proper facing of main elevation with respect to nearby streets
- (l) design and effect of parking area or roadways on traffic within Desert Rise
- (m) adequacy of storm water retention and drainage
- (n) adequacy of screening of equipment installations and service areas
- (o) compliance with the Site Development Requirements below
- (p) conformity and appropriateness to Desert Rise's development concept and design guidelines
- (q) approval shall not be unreasonably withheld or delayed

#### 4.3 Review Fee: Per City of Redmond Site Design Approval Process

#### 4.4 Review Procedure: Per City of Redmond Site Design Approval Process

#### 4.5 Approval: Per City of Redmond Site Design Approval Process

#### 4.6 Design Review: Per City of Redmond Site Design Approval Process

#### 4.7 Design Guidelines

The development concept for Desert Rise shall be determined by the City in its sole discretion. Design guidelines setting forth various aspects of the development concept, in addition to this Declaration, are contained herein. The City shall have the reasonable right to alter, rescind or amend the guidelines without prior notice to any party; provided however, that once approval has been given by the City, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

#### 4.8 Special Architectural and Site Design Considerations

Building programs shall incorporate the following:

- (a) Architectural style, materials and finishes which are contemporary in design and concept, and reflect the quality image of Desert Rise Industrial Park;
- (b) Methods that reduce the large-scale visual impact of buildings and provide relief from large wall expanses;
- (c) Preservation of existing terrain and mature trees, and optimization of view corridors, wherever possible;
- (d) Main building entries which are highlighted and readily visible;
- (e) The use of window patterns, roof forms, indirect accent lighting and other features which enhance individual buildings while retaining a consistency of basic architectural elements among other buildings in the park;
- (f) Harmonious appearance and functionality of buildings located within the Industrial park.

## V DEVELOPMENT STANDARDS

- 5.1 **Building Setbacks:** All buildings are to be set back from the property line. Table 1 indicates the requirements. All setback areas except those where parking or loading is allowed and exists shall be landscaped. Landscape areas within the setback can be a combination of plant material or attractive hardscape for pedestrian use.

**TABLE 1  
Site Development Requirements**

Function	Regulation
Minimum Area (in SF) for general manufacturing	5.0 acres
Minimum Area (in SF) for all other uses	5.0 acres
Minimum Lot Dimensions	
Width	250 feet
Depth	250 feet
Building Setback	<i>Refer to Heavy Industrial M-2 Code</i>
Maximum Building Height	60 feet
Parking and Loading Setback	
Front	At edge of buffer
Rear	10 <sup>1</sup>
Side	10 <sup>1</sup>
Corner	At edge of buffer

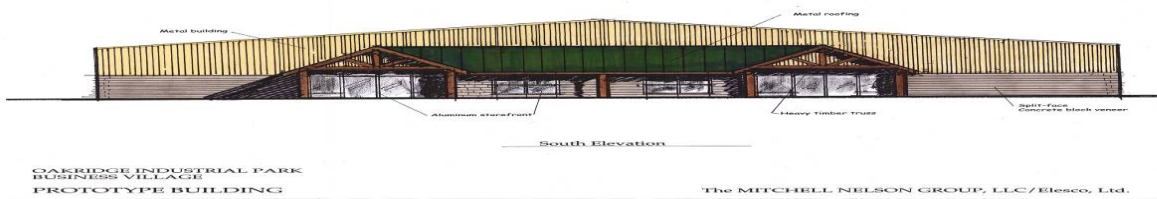
<sup>1</sup> If parking, loading and access is shared between properties the setback is zero ("0") and subject to a cross access agreement.



Minimum Landscape Area	15% (refer to G-4 Buffers)
Landscape Buffer Width along Antler and Hemlock	30 feet
Landscape Buffer Width along Greenwood, 15 <sup>th</sup> and 17 <sup>th</sup> Streets	20 feet
Buffer width between properties	10 feet for each lot (20 feet total width)

5.2 Building Materials and Design

Buildings shall be constructed from a combination of tilt-up concrete, brick, concrete masonry units (CMU), metal, and glass. Buildings shall be designed to be visually interesting and not monotonous, with special attention to street facing facades. Historic themes or stylistic designs should be avoided. Designs should be “timeless” and long lasting so that the Desert Rise Industrial Park is not prematurely dated.



*Typical Manufacturing and Warehouse Building- Special treatment at the building entry using glass, canopy projections and special materials provides both a clearly defined entry area and visual interest to the building façade. The remaining sides meet the functional requirements for manufacturing and warehouse functions.*



*Typical Industrial Building Design- The use of two colors or materials helps provide visual interest and articulate entries. Use of reveals in the concrete panels helps reduce the sense of mass along the blank walls. The use of plant materials and low walls screen the loading activities and adds visual relief across the building facade.*

(a) Tilt-up Concrete Buildings

When used as the sole material tilt-up panels facing a public street shall be punctuated by window and door openings. A minimum of two earth-tone or neutral colors shall be used on all street facing facades. Building entries shall be visually distinctive through the use of architectural canopies, roof overhangs, projecting enclosures or set inside of the building face.



*Accent paint and details within the concrete effectively breaks-up the bulk of the facade.*



*Building functions, like office and loading docks, should be physically separated. Access to office entrance should be convenient and safe.*

(b) Metal Buildings

Brick and split face masonry block should use coordinating colors and textures for interest and variety in the street facing facades.



*Glass and brick treatment at corners provides visual interest and opportunity for business identities. A clear and direct pedestrian link is provided between the parking lot and the building entrance.*

Metal building facades shall incorporate concrete or masonry block wainscoting on walls facing public streets. Acceptable exterior metal walls and roof panels shall be anodized aluminum, weathering steel, and galvanized steel. Galvanized and coated steel shall have factory applied baked paint finish, resistant to chalking, fading and failure. Exterior finishes shall not cause glare. Metal panels shall have sufficient gauge and quality to ensure a rigid surface. Structural members and fastening devices shall be on the interior.



*This building design combines metal siding with block wainscoting. Windows, doors, and vegetation enhance the street facing façade.*



*Example of Hi-bay metal warehouse with masonry wainscot and canopy projection.*

(c) Exterior Colors

Exterior surface colors shall be from the same family of neutral earth tones and consistent throughout each parcel, including gutters, downspouts, window frames, and doorways. A variety of compatible colors is encouraged.

(d) Window, Doors, and Wall Articulation

Designs shall use window and door openings as important elements. Changes of materials, detailing, shadows, color, and texture shall be incorporated into street facing building facades. Where street facing blank walls are required for the type of business operation, then the design shall be reviewed as a variance from this standard.

(e) Building Entries

Entries shall be visually obvious with clear and direct pedestrian access. They shall be articulated with building material change, parapet articulation, canopies, and landscaping.

5.3 Circulation, Parking and Loading

The design for each lot will comply with the requirements outlined in this document and the City of Redmond Development Code.

(a) Pedestrian Circulation

Safe, direct, and all-weather walkways will be provided throughout the development. Materials used for pedestrian paths and sidewalks shall be of a contrasting material when adjacent to paved vehicular surfaces and separated by a concrete curb. Clear and direct pedestrian walkways shall be provided from the public right-of-way to the main entries of all buildings.

(b) Vehicular Access

Vehicular access shall be provided to each lot. Shared driveways between abutting lots shall be employed where feasible. No more than one curb cut per lot will be allowed without Planning Commission approval and demonstration of need.

(c) Parking

The parking area design and the number and size of required parking stalls will be determined on a case-by-case basis, using the City of Redmond Development Code as a guide and the requirements of this section. Where discrepancies occur the most restrictive requirements apply. Rows of parking

stalls shall be separated from drive aisles with a curbed landscape island at least 8-feet wide. Long rows of parking stalls shall have one landscape island for every twelve spaces.

(d) Loading and Service Access

Loading facilities, docks and service access should not face a public street. All loading activities shall be visually screened from adjacent lots and streets with vegetation or walls. See section f) Landscaping ii. Buffers. Service and loading areas should be surfaced with durable paving material and edged with a six-inch concrete curb.



*Where necessary, due to operational or site constraints, service docks may face the street if well organized and maintained in a neat and orderly manner.*

*Utilities should be ground mounted and postal boxes should be safely accessible.*

(e) Bicycles

Secure lockable bike racks shall be provided on a paved surface in locations close to the building entry. The number of required spaces will be determined by the City of Redmond.

5.4 Landscaping

(a) General Conditions

All pervious surfaces in developed portions of a lot shall be landscaped with healthy and well-maintained plant materials in a manner consistent with and complimentary to the native landscape of the region. The landscape material will contribute to the visual appeal of the development and the surroundings. Refer to Table 2 for recommended plants. Landscape plantings will be irrigated with an automatic underground system when necessary; however, drought tolerant plantings are recommended.

Undeveloped portions of a lot may remain with undisturbed native plant material and does not require irrigation. If the area has been disturbed then native grasses and herbaceous plants should be planted and irrigated until they are established. Temporary irrigation is allowed in this condition. Storm water filtration detention facilities, and required buffer areas may be included as part of the required 15% landscape area. Designs based on historic periods or themes are not permitted. Boulders, rocks, gravel, or bark mulch may not be used in lieu of plant material except as an accept material or as a pedestrian walkway.

(b) Buffers

Development shall be separated from public streets by landscaped buffers, the widths of which are shown on Table 1. The purpose of the buffer is to screen or partially obscure industrial activities as seen from the adjacent public street. The buffer, where not utilized for public storm water disposal, may be mounded to a varying height and landscaped with a combination of ground covers, shrubs and trees. Plant material should be appropriate to the climate. Solid walls are allowed in lieu of some plant material. Boulders may be used in a random manner. Crushed rock is allowed as mulch, but not as a replacement for plant material. A maximum of 50% of the buffer may be used for private storm water retention/detention, provided that area is a minimum of 10 feet away from adjacent street right-of-way, is not in conflict with public storm water disposal areas, and is screened with mounding (3' min.) and/or a combination of shrubs and trees.

Landscaping of all public stormwater disposal areas shall be maintained by the development/owner at all times. Alterations of landscaping within public stormwater disposal areas will require prior approval by the City.

Plant material shall be appropriate to the local environment. Use of native vegetation and xeriscaping is encouraged. Refer to Table 2 – Recommended Plants. Side and rear yard buffers shall be landscaped with native plants and xeriscaping is encouraged. The total landscaping requirement for each lot will be reduced by the area provided by buffers.

Buffers between parking areas and the public right of way shall have a continuous solid evergreen band 3 feet high and the length of the parking area. Monotonous straight rows are discouraged. Provide at least one additional shrub for every 50 square feet of buffer area. The remaining buffer areas shall have groundcover, planted to provide 75% coverage in three years. Trees are required at least every 25 feet. A mixture of deciduous and evergreen material is required, with at least 25% of the trees evergreen.



*Informal plantings act as a buffer between parking areas and public street or neighboring parcels.*

Buffers between loading and outdoor storage areas and public right of ways shall be the same as those between parking and the public right of way, except that a continuous solid band of evergreen plant material six feet high is required. Six-foot masonry, concrete or stone wall is allowed in lieu of plant material to visually screen industrial activities. The street face of the wall shall be split face block, architecturally textured or colored concrete or stone.

(c) Parking Lot Islands

All islands shall be landscaped with ground cover or shrubs. Deciduous shade trees shall be installed in islands to reduce heat and reflection where they do not conflict with traffic and in all employee and visitor parking areas.

(d) Building Perimeters

Spaces adjacent to the buildings shall be landscaped with lawn, ground covers, and shrubs. Evergreen and deciduous trees shall be used as accents and to provide shade. The minimum perimeter landscape between the building and the parking areas, driveways, or outdoor storage will be ten feet.

The perimeter landscape areas will be surrounded by a six-foot concrete curb or other protective barrier. Perimeter landscaping is required along the front property line face of the building and the first 50 feet of the building's face along the side property lines. Perimeter landscaping is not required on the building elevation that faces a rear property line unless it abuts a public right of way.



*Evergreen trees within the perimeter landscape area provide an effective buffer between loading doors and brick framed office windows. The striped crosswalk provides a pedestrian link to the building entrance.*

(e) Special Features (Amenities)

A portion of the 15% landscape requirement can be met with a combination of patios, plazas, and water features. The patios, plazas, and water features (hardscapes) are for the benefit and use of employees, customers and the public.

The hardscape areas shall not be more than two percent (2%) of the site area or 10% of the landscape area requirement. The hardscape areas can exceed two-percent of the site area if the landscape area exceeds 15%. However, the hardscape area shall not exceed 10% of the total landscape area.

(f) Plant Materials

Plant material used should provide visual interest and variety. Plant material used shall be acclimated to the general climate. Deciduous trees should be at a minimum two inches in caliper at DBH and evergreen trees should be a minimum of six feet tall.

Small shrubs (less than three feet mature height) should be one-gallon size at a minimum. Larger shrubs should be three-gallon minimum size. Ground cover shall be plant materials. Mulch and rocks are not to be used in place of plant material for ground covers.

5.5 Trash and Outdoor Storage

Waste and recycling dumpsters shall be screened from view on all sides by durable, high quality and sight obscuring fence, at least six feet high. Materials, supplies or equipment shall not be stored outside unless screened from a neighboring parcel or street. Trash and outdoor storage areas shall not to be located between the building and street frontage.

5.6 Fencing and Walls

Black or dark brown vinyl clad chain link fencing, CMU, concrete, and stone walls are allowed. Galvanized chain link fence and razor wire (or similar) fence amenities are



discouraged, however may be permitted on a case-by-case basis as determined by the City. Wood fences are not allowed within the required buffer or front, side, and rear yards. Wood fencing is allowed adjacent to employee outdoor spaces.

Fencing and walls between a building and street shall not exceed eight-feet except for specific screening purposes. Fencing and walls shall be screened on the street face with evergreen plant materials unless otherwise approved by the City.

## 5.7 Signs

Signs are defined as lettering, numbers, and business logos associated with a building or site for purposes of business identification. Only ground mounted, monument style signs, constructed of concrete, masonry, or metal are allowed. Signs shall conform to the provisions of the Redmond Development Code. Signs may not be used for advertising or for businesses not located in the Site.

Temporary signs, roll signs, banners/flags, vehicle mounted signs or inflatable devices are not allowed. Electronic reader boards, video displays, flashing lights and motion devices are not allowed. Windows shall not have flashing or moving displays intended to attract attention.

Each parcel, or a multiple parcel business, may have one ground mounted monument sign at the property owner's expense. The signage design will be consistent throughout Desert Rise Industrial Park.



*Example of a typical industrial park entry sign.*



*Example of a high quality monument sign constructed of stone and brick and highlighted with accent landscape material.*

One primary identification sign is allowed on each single tenant building. This sign can be mounted on the primary facade below the top of a wall. Signs are not permitted above the top of a wall or above the roofline. Signs shall be constructed of high quality durable materials and are limited to seventy-five square feet.

Signs on multi-tenant buildings are permitted only at the main entry for each business. Signs cannot be located above the horizontal line established by the top of doorway. These signs are limited to twenty-five square feet. This figure does not include the tenant building space which will be identified by a number or letter used in a uniform manner for all spaces. Number and letter identifiers are limited to six square feet.

Building mounted signs can be illuminated internally or by flood lighting. In the case of multi-tenant buildings, all signs shall have identical illumination methods.

#### 5.8 Lighting

Lighting with illumination levels that meet the City of Redmond safety standards will be installed when the parcels are developed. Lighting fixtures and poles shall be consistent throughout the Site. Light shall not shine off the property, into any of the buffer areas, or into the sky.

Building fronts can be illuminated at night. Lighting shall not be used as a design element to attract attention. Pole heights and light standards shall vary in scale for each type of use.

#### 5.9 Utilities and Mechanical Equipment

All utilities shall be constructed below grade or screened by sight obscuring vegetation or wall. Satellite dishes shall be appropriately screened and be subject to approval. Roof mounted equipment shall be screened.

#### 5.10 Storm Water

The use of drywells or other Underground Injection Control (UIC) storm water disposal systems are prohibited on-site, unless approved with appropriate pre-treatment by DEQ or EPA. All storm water shall be contained on-site.

## VI CONSTRUCTION

### 6.1 Prosecution of Work

Upon approval from the City, the Owner receiving such approval shall promptly satisfy any conditions of such approval and shall diligently proceed with the prosecution of all approved excavation, construction or alterations, and landscaping in strict conformity to the approved plans and specifications. If for any reason work has not commenced within one (1) year from the date of the City's approval, approval shall cease to be effective.

### 6.2 Completion of Work

All construction, reconstruction, refinishing or alterations of any improvement including landscaping shall be completed within 18 months from the commencement of the work, unless otherwise agreed by the City.

### 6.3 Inspections

The City shall have the right, upon reasonable prior notice to Owner, to inspect any work related to any building, structure or facility or any landscaping or other improvements within Desert Rise Industrial Park to determine its conformity with approved plans and specifications. In the event the city determines in good faith that certain work is non-conforming, the City may issue a stop work notice, without the necessity of court order, which shall require the Owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of these CC&R's.

### 6.4 Maintenance during Construction

It shall be the responsibility of each owner to insure construction sites are kept free of unsightly accumulations of rubbish and scrap materials, that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, and that dust is controlled through regular and frequent watering. Construction activities shall not disrupt business and the operations of adjacent parcels. Construction activity shall not block access to any other parcel.

The Owner shall be responsible for the repair of any street, public feature, or adjoining property damaged during the course of construction. The Owner is responsible for street cleaning necessitated by construction activity. The Owner shall maintain a dust suppression program, water erosion prevention measures, and wind erosion stabilization measures. Prior to installation of approved landscaping, vegetation or any unimproved portion of a Site must be kept cut below eight inches

(8") in height, excluding native shrubs and trees, unless otherwise approved by the City.

#### 6.5 Temporary Structures

No temporary buildings or other temporary improvements, including trailers, tents or shacks shall be permitted on Site. Construction trailers and construction related temporary buildings will be allowed on site during construction periods. The structures must be removed within 30 days of construction completion. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

### **VII DURATION AND MODIFICATION**

#### 7.1 Duration

Unless sooner terminated or modified according to the procedures provided in Section 7.2 below, these CC&R's shall remain perpetually in effect and shall run with the land.

#### 7.2 Modification and Repeal

The Declaration may be terminated or any covenant, condition or restriction herein may be modified or amended as to all or any portion of Desert Rise upon a 2/3 vote of all the property owners within Desert Rise and upon affirmative vote by the City of Redmond. It is intended that the City of Redmond will have veto power over any vote affecting these CC&R's.

#### 7.3 Replat

The City reserves the right to replat all or any portion of Desert Rise, before or after the sale of any Lots, provided that no changes are made to the plat of any Lot that is not owned by The City without the consent of the owner of such Lot.

### **VIII ENFORCEMENT**

#### 8.1 Right of Entry

The City, or its authorized representative, shall have the right to enter any Site for the purpose of determining compliance with these CC&R's.

#### 8.2 Default and Remedies

In the event of any breach, violation, or failure to perform or satisfy any covenant, condition, or restriction which has not been cured within the time set forth in a written notice to do so, the City at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which the City may be entitled by law or equity, whether or not set forth herein. All remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

(a) Damages

The City may bring suit for damages for any compensable breach of or noncompliance with any of the CC&R's, or declaratory relief to determine the enforceability of any of these CC&Rs.

(b) Equity

It is recognized that a violation by an Owner of one or more of the foregoing covenants, conditions, or restrictions may cause the City to suffer material injury or damage not compensable in money, and that the City shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these CC&Rs or any injunction to enjoin the continuance of any such breach or violation thereof.

(c) Abatement and Lien Rights

Any such breach or violation of these CC&R's or any provision hereof is hereby declared to be a nuisance, and The City shall be entitled to enter the Site or portion of Desert Rise as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any structure, thing, or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these CC&R's – all at the sole cost and expense of Owner. Any costs or expenses paid or incurred by the City in abating such nuisance or prosecuting any such remedy (including all reasonable attorney's fees and costs of collection), together with interest thereon, shall be a charge against the Site or portion of Desert Rise as to which the breach or violation exists, and shall also be the personal obligation of that person who was Owner when such charges became due or who committed such breach or violation. In addition to any other rights or remedies hereunder, the City may deliver to owner and record with the Deschutes County Recorder a notice of claim of lien, and if any amounts so charged have not been paid within thirty (30) days thereafter, the City or its authorized representatives may foreclose such lien in any manner permitted by law as provided in ORS Chapter 88. If the violations recited in such lien claim are timely cured and any recited amounts timely paid as

provided above, the City shall forthwith record an appropriate release of such lien at Owner's sole expense.

- (d) The City may impose a fine of not more than \$1,000 per day for each violation of these CC&Rs. The fine shall be a lien on the real property and shall have priority over any other encumbrance on the property. In addition, the fine shall be an obligation of the owner and lessor of the property. A fine under this subsection may be imposed after providing written notice to the owner and lessor advising them of the violation and providing not less than 30 days to correct the violation. The owner or lessor may request a hearing on the fine before the City Council. The City Council shall be the final decision maker on the fine.

### 8.3 Waiver

No waiver by the City of a breach of any of these restrictions, and no delay or failure to enforce any of these restrictions, shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these CC&Rs. No waiver by the City of any breach or default hereunder shall be implied from any omission by the City to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by the City to or of any act by an Owner requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent or approval to or of any similar acts by Owner.

### 8.4 Costs of Enforcement

In the event any legal or equitable action shall be instituted to enforce any provision of these restrictions, the party prevailing in such action shall be entitled to recover all of its costs, including court costs and reasonable attorneys' fees.

### 8.5 Non-Exclusive Rights of Enforcement

The rights of enforcement granted to the City are non-exclusive and shall be exercisable by the City for so long as these CC&R's are in effect. In addition, each Owner is hereby granted the rights of enforcement and the remedies provided to the City by Section 8.2 (a) and (b).

## **IX MISCELLANEOUS**

### 9.1 Constructive Notice and Acceptance

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of Desert Rise Industrial Park is and shall be

conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in Desert Rise Industrial Park.

9.2 Delegation and Assignment of the City's Rights and Duties

The City may from time to time delegate any or all of its rights, powers, discretion and duties as the City hereunder to such agent or agents as it may designate. The City may permanently assign any and all of its rights, powers, discretion and duties as the City hereunder to any person, corporation or association which will assume the duties of the City pertaining to the particular rights, powers, and reservations assigned, and upon such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the City herein. Such assignment shall become effective upon recordation with the Deschutes county Recorder.

9.3 No Liability

Neither the City nor its successors or assigns shall be liable to any Owner or occupant of Desert Rise Industrial Park by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or occupant of any of Desert Rise Industrial Park by acquiring its interest therein agrees that it will not bring any action or suit against the City to recover any such damages or to seek equitable relief because of same.

9.4 Notices

All notices to be given pursuant to this Declaration shall be in writing. If given to the City, notice is effective only upon receipt. If given to an Owner, notice is effective: (i) two (2) days after mailing by the United States certified or registered mail, postage prepaid, addressed to the Owner of a Site at the address shown on the then current property tax roll for Deschutes County; or (ii) upon receipt in the case of messenger, overnight courier, or facsimile. Notices to the City shall be delivered to: City Manager, City of Redmond, 716 SW Evergreen, Redmond, OR 97756 (Fax 541/548-0706).

9.5 The City's Approval or Consent

Any provision of these CC&Rs whereby the City's approval or consent is required, said approval or consent must be in writing to be valid and shall be the responsibility of Owner to obtain. Notwithstanding the foregoing, the City may delegate certain review and approval rights to an agent.

9.6 Captions

The captions of articles and sections herein are used for convenience only and not intended to be part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular articles or section to which they refer.

9.7 Effect of Invalidation

If any term or provision of these CC&R's is held to be invalid by any court, such invalidity shall not affect in any way the validity of the remaining CC&R's.

IN WITNESS WHEREOF, the undersigned the City has caused the execution of this Declaration on the date first above written.

**THE CITY:**

CITY OF REDMOND

By: \_\_\_\_\_  
Alan Unger, Mayor

STATE OF OREGON  
COUNTY OF DESCHUTES

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Mayor of the City of Redmond.

Notary Public of Oregon \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**TABLE 2**  
**Suggested Trees and Shrubs**

**Plant Name**

Trees:

- Ponderosa Pine
- Austrian Pine
- Western Juniper
- Quaking Aspen
- Red Oak
- Pauls Scarlet Hawthorn
- Koster Blue Colorado Spruce
- Horse Chestnut and Red Horse Chestnut
- European Mountain Ash

Shrubs:

- Lilac sp.
- Staghorn Sumac
- European Privet
- Snowball Viburnum
- Cinquefoil
- Spirea sp.
- Dogwood sp.
- Rosa rugosa
- Juniperus sp.
- Blue Artie Willow Salix purpurea
- Swiss Mountain Pine

Native Plants:

Use of native shrubs and ground covers is encouraged. These would include, but are not limited to, those species found on undisturbed local sites. As these materials thrive in a low precipitation environment and well-drained soil, owners are encouraged to provide temporary irrigation until the plants are successfully established.

Other Plants:

Other plant material that thrives in the Redmond area, is drought tolerant and is not invasive is allowed.

# Exhibit A

See attached Tentative Plan, excluding Lots 5 and 6.

