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| REVIEWED      |
|               |
| LEGAL COUNSEL |

For Recording Stamp Only

After Recording, Return To:  
Deschutes County Property Management  
PO Box 6005  
Bend, OR 97708

**FIRST AMENDMENT to  
RESTRICTIVE COVENANT (Deschutes County Document No. 2024-344)**

THIS FIRST AMENDMENT ("Amendment") is made as of the date of the signature affixed hereto "Effective Date" by Deschutes County, a political subdivision of the State of Oregon ("County").

This Amendment amends that certain Restrictive Covenant ("Covenant") recorded in the Official Records of Deschutes County, Oregon No. 2024-13398 dated May 30, 2024, which encumbers that certain real property ("Property") legally described as:

Parcel 1, Partition Plat 2023-28, City of Redmond, Deschutes County, Oregon.

This Amendment will be recorded in the Official Records of Deschutes County, Oregon, in accordance with the terms of the Covenant for Fifty (50) years beginning from the conveyance of the Property from the County ("Grantor") to the City of Redmond, an Oregon municipal corporation ("Grantee") through the Bargain and Sale Deed recorded in the Official Records of Deschutes County, Oregon No. 2024-13474 dated May 30, 2024 ("Affordability Period").

The Covenant is amended to ensure affordability on a portion of the Property as follows:

Grantee, at Grantee's sole cost and expense, shall subsequently record a Deed Restriction(s) in the Official Records of Deschutes County, Oregon to Ensure Affordability against certain portions of the Property as required herein.

Grantee agrees that a minimum of thirty percent (30%) of the total housing units developed on the Property will be affordable housing and will be exclusively rented or sold to low income applicants, pursuant to applicable provisions of House Bills 4079 (2016) and 2336 (2019) and Oregon Revised Statute 271.330 (2). Prior to finalizing any and all conveyance or grant of lease, Grantee will record a Deed Restriction to Ensure Affordability on that portion of the Property where the affordable housing will be developed.

Each and every contract, deed, mortgage, or other instrument covering or conveying a portion of the Property to be designated for affordable housing, whether sold or rented, shall be conclusively held to have been executed,

delivered, and accepted subject to this Covenant (as amended), regardless of whether such covenants are set forth in such contract, deed, mortgage, or other instruments.

Nothing herein shall prohibit the Grantee from partitioning a portion of the Property to be developed at market rates. While said partitioned property will not be subject to this Covenant, alienation of the partitioned property will not reduce or alter the 30% calculation formula for development of affordable housing units.

All other Terms of the Covenant remain the same.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS THEREOF**, the Grantor has caused this First Amendment to be effective for all purposes as of the Execution Date.

**GRANTOR:**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

**GRANTEE:**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025    CITY OF REDMOND, OREGON

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
KEITH WITOWSKY, City Manager

DRAFT