

Return to:

The City of Salem
555 Liberty St
Salem, OR 97301

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SALEM RENEWABLE ENERGY AND TECHNOLOGY PARK
HENCEFORTH KNOWN AS THE SALEM BUSINESS CAMPUS**

RECITALS

- A. The Declaration of Covenants, Conditions and Restrictions (Declaration) for the Salem Renewable Energy and Technology Park were recorded on May 5, 2009, on Reel 3059, Page 480, Marion County Deed Records, and amended on November 05, 2010, as recorded on Reel 3231, Page 241, Marion County Deed Records.
- B. The City of Salem, an Oregon municipal corporation is the Declarant of the Declaration, and owns 67% of the total acreage of the Park, not counting Common Areas owned by Declarant.
- C. Pursuant to Section 9 of the Declaration, the Declaration may be amended by writing signed by the then Owners of two-thirds of total acreage of Lots in the Park.
- D. The purpose of this Second Amendment is to:
 - (1) Change the name from the Salem Renewable Energy and Technology Park to the Salem Business Campus;
 - (2) Change Section 1.15 to replace the definition of “Park” with “Campus” means the Salem Business Campus and Campus and Campus shall replace all references to Park throughout the Declaration and list it as Section 1.6 and reorder the definitions accordingly;
 - (3) Change Section 1.16 to remove the term “Renewable Energy Use” and its definition;
 - (4) Change Section 1.18 to remove the term “Technology Use” and its definition;

- (5) Remove the reference to Renewable Energy Use and Technology Use from Section 2.2 Permitted Uses
 - a. Lots within the Campus may be improved, operated and used only for uses allowed under the applicable zoning of the Park Campus as may be revised or amended from time to time and as further limited by this Declaration. ~~Any use other than Technology Use or Renewable Energy Use shall require the prior approval of the Association in accordance with the procedure set forth in this Declaration.~~ No use shall be made within the Park Campus which shall unreasonably increase the fire hazard to adjoining property or which shall be in violation of any laws, regulations or ordinances of any federal, state or local government entity. Notwithstanding the foregoing, an electric substation is a permitted use in the Park Campus.
- (6) Remove Section 2.3 Approval of Other Uses in its entirety.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

Section 1 - Definitions

1.6 “Campus” means the Salem Business Campus.

~~1.6~~ **1.7 “City”**

~~1.7~~ **1.8 “Common Area”**

~~1.8~~ **1.9 “Common Expenses”**

~~1.9~~ **1.10 “Declarant”**

~~1.10~~ **1.11 “Declaration”**

~~1.11~~ **1.12 “Directional Signs”**

~~1.12~~ **1.13 “Land Division”**

~~1.13~~ **1.14 “Lot”**

~~1.14~~ **1.15 “Owner”**

~~1.15~~ **“Park”** means the Salem Renewable Energy and Technology Park.

~~1.16~~ **“Renewable Energy Use”** means an industrial business that is engaged in the

2 - Second Amendment to the Declaration of Covenants, Conditions and Restrictions For the Salem Renewable Energy and Technology Park Henceforth Know as the Salem Business Campus

advancement, capacity, growth, and use of renewable energy sources, meaning energy generated from natural resources such as sunlight, wind, rain, tides and geothermal heat which are renewable (naturally replenished). Renewable energy includes, but is not limited to, solar power, wind power, hydroelectricity, micro hydro, biomass and biofuels.

1.18 —“**Technology Use**” means a business or industry that engages in research and development, thereby authoring ideas, inventions, and intellectual property or services that have an educational or scientific orientation.

Section 2 – Permitted Uses and Architectural Control

2.2 Permitted Uses

Lots within the Park Campus may be improved and used only for uses allowed under the applicable zoning of the Park Campus as may be revised or amended from time to time and as further limited by this Declaration ~~Any use other than Technology Use or Renewable Energy Use shall require the prior approval of the Association in accordance with the procedure set forth in this Declaration.~~ No use shall be made within the Park Campus which shall unreasonably increase the fire hazard to adjoining property or which shall be in violation of any laws, regulations or ordinances of any federal, state or local government entity. Notwithstanding the foregoing, an electric substation is a permitted use in the Park Campus.

~~2.3~~ Approval of Other Uses

~~An Owner requesting approval of a use other than a Technology Use or Renewable Energy Use shall provide such information concerning the use as may reasonably be required by Association. In exercising its right of approval, the Association shall approve such use if it determines that the use will not interfere with the primary purpose of the Park as a location for Technology Uses and Renewable Energy Uses.~~

~~2.4~~ 2.3 Time for Notice and Approval

~~2.5~~ 2.4 Compliance with Laws and Regulations

~~2.6~~ 2.5 Submission of Preliminary Plans

~~2.7~~ 2.6 Submittal of Plans and Specification for Architectural Approval

~~2.8~~ 2.7 Review Fee

~~2.9~~ 2.8 Time of Review

~~2.10~~ 2.9 Notice of Approval of Use and Architecture

3 - Second Amendment to the Declaration of Covenants, Conditions and Restrictions For the Salem Renewable Energy and Technology Park Henceforth Know as the Salem Business Campus

~~2.11~~ 2.10 Notice of Disapproval

~~2.12~~ 2.11 Arbitration of Design Disputes

~~2.13~~ 2.12 Basis for Approval

~~2.14~~ 2.13 Inspection

Within thirty (30) calendar days after the close of sale of the last Lot within the Campus, Declarant shall call a turnover meeting of the Owners for the purpose of electing a board of directors of the Association in accordance with the Bylaws of the Association.

Except as Modified by this Second Amendment, the covenants, conditions and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF:

DECLARANT:

City of Salem, an Oregon municipal corporation, by

City Manager

Date: _____, 2017

STATE OF OREGON

)

)ss.

County of Marion

)

On this _____ day of _____, _____, before me personally appeared Steven D. Powers, who being duly sworn, stated that he is the City Manager of City of Salem, an Oregon municipal corporation, and acknowledged the foregoing instrument to be the voluntary act and deed thereof.

Notary Public for Oregon

My commission expires: _____