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**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



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I hereby certify that the attached instrument was received  
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DATE AND TIME:        Aug. 2, 2000; 3:19 p.m.

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A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

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2000-30794-1

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**DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**FOR COYOTE SPRINGS**

Return to declarant:

Coyote Springs, LLC, Owner

Coyote Springs, LLC  
61532 Westridge Ave.  
Bend, Or 97702

**COYOTE SPRINGS  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
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**DECLARATION OF  
COYOTE SPRINGS  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These Covenants, Conditions and Restrictions are made this 2<sup>nd</sup> day of August, 2000 by COYOTE SPRINGS, LLC., hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Sisters, Deschutes County, State of Oregon, described as Lots 1 through 19, COYOTE SPRINGS Phase 1 as recorded in Deschutes County Records.

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as COYOTE SPRINGS, hereinafter referred to as COYOTE SPRINGS.

COYOTE SPRINGS is being developed as a single-family residential community. Except where this Declaration for COYOTE SPRINGS conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Sisters, Deschutes County, or the State of Oregon, the more restrictive standard or requirement of the applicable ordinances shall apply.

## **Section 1. DEFINITIONS**

### **1.1 COYOTE SPRINGS**

The term "COYOTE SPRINGS" shall mean all of the real property now or hereinafter made subject to this Declaration.

### **1.2 COYOTE SPRINGS - Vision Concept**

The Coyote Springs vision is to create the ambiance of an established traditional community of days gone by. The period between 1890 and 1940 in Central Oregon was characterized by homes with traditional architectural details reflecting a variety of styles reminiscent of this era. Coyote Springs will emphasize human shelter and lifestyle and de-emphasize automobile infrastructure. When complete, the neighborhood will convey a sense that it is well established and has been an integral part of Sisters for years.

Coyote Springs will build on the theme of an old-fashioned neighborhood with narrow and curving streets, steeper roof pitches, inviting entrances, covered porches, dormers, and will de-emphasize and/or disguise garages and garage doors. The exterior materials and colors will be reviewed for their characteristics that contribute to the ambiance of the traditional vision. Natural woods or medium and dark colors with a historic palette will be encouraged. The Design Guidelines have some details and examples of homes that convey the vision of Coyote Springs.

### **1.3 Declarant**

The term "Declarant" shall mean Coyote Springs, LLC, or it's successors in interest.

### **1.4 Declaration**

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for COYOTE SPRINGS.

### **1.5 Design Review Committee (DRC)**

The Design Review Committee (DRC) shall have exclusive jurisdiction over all construction and or alteration on any portion of Coyote Springs. The DRC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The DRC is a committee of at least three persons who shall be appointed by Declarant. A majority of the DRC may designate a representative to act for the DRC. Members of the DRC may be removed and replaced at any time by Declarant. The Declarant retains the right to appoint all members of the DRC, until Declarant elects to surrender that right to the Board of Directors. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the surrender of such right, the Board of Directors shall appoint the members of the DRC. The DRC is responsible for implementing, interpreting, and enforcing the Design Guidelines and the Conditions, Covenants, and Restrictions of Coyote Springs. (See Section 11). The decisions, interpretations and implementations of the guidelines and the conditions, covenants and restrictions by the DRC, shall be final and binding upon all owners.

### **1.6 Fence**

The term "fence" shall mean a structural barrier, which separates one space from another; is used to define property boundaries, or which is constructed for ornamental or utility purposes. The DRC may determine that some hedge or hedge-like plantings fall into the "fence" definition.

### **1.7 Homesite**

The term "Homesite" shall mean a Lot as defined herein.

### **1.8 Improvements**

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, fences and barriers, any gravel or hard surface, retaining walls and stairs, decks, railings, hedges, windbreaks, planting, planted trees and shrubs, neutral zone (if

any), signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface and underground utilities and sprinkler systems and any excavation, destruction or alteration of land or trees.

#### **1.9 Lot**

The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

#### **1.10 Neutral Zone**

The term "Neutral Zone" shall mean the area between the property line and the street pavement.

#### **1.11 Owner**

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract of sale.

#### **1.12 Streets**

The term "Streets" shall mean any street, highway, other thoroughfare or right of way (R.O.W.) within or adjacent to COYOTE SPRINGS 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, lane, circle or otherwise.

### **Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COYOTE SPRINGS.**

#### **2.1 General Declaration Creating COYOTE SPRINGS**

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as "Coyote Springs Phase 1" as filed in the plat records of Deschutes County, Oregon, on the 16<sup>th</sup> day of June, 2000, in plat cabinet E-464, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established, with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of COYOTE SPRINGS run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

#### **2.2 Annexation of Additional Property**

Declarant may from time to time and in its sole discretion annex to Coyote Springs as Additional Property, any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to Coyote Springs. The annexation of such real property shall be accomplished as follows:

- (a) The owner or owners of such real property shall record a declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, designate the Project of which such property is a part establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.
- (b) The property included in any such annexation shall thereby become part of Coyote Springs and this Declaration, and Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such Additional Property.
- (c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any additional property may:

- (1) establish such new land classifications and such limitations, uses, restrictions, for the development of the Additional Property.
- (2) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of such Additional Property.
- (d) There is no limitation on the number of Lots or Living Units which Declarant may create or annex to Coyote Springs, except as may be established by applicable ordinances of Deschutes County, Oregon. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by Deschutes County, Oregon. The Property identified as Phase 2 and 3 in the Master Plan of Coyote Springs, and other property not yet identified, may be, but is not required to be, annexed to Coyote Springs.
- (e) Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth in Section 9.3 below.
- (f) The formula to be used for reallocating the common expenses if additional Lots are annexed and the manner of reapportioning the common expenses if additional Lots are annexed during a fiscal year are set forth in Section 9.3 below.

### **2.3 Withdrawal of Property**

Declarant may withdraw property from Coyote Springs by and amendment to this Declaration executed by Declarant and recorded in the Deed of Records of Deschutes County, Oregon. All voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated to the remaining Lots as provided in Section 9.3 below. Such withdrawal may be accomplished without prior notice and without the consent of any Owner if such withdrawal (a) is of all or a portion of the Initial Development or Additional Property annexed pursuant to a declaration described in Section 2.2 at any time prior to the sale of the first Lot in the plat of the Initial Development, or in the case of Additional Property, prior to the sale of the first Lot in the property annexed by a supplemental declaration, or (b) if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines which do not reduce the total number of Living Units. In addition, Declarant may withdraw any property then owned by Declarant or the Association if such withdrawal is a result of any changes in Declarant's plans for the Property, provided that such withdrawal is not unequivocal contrary to the overall, uniform scheme of development for the Property and is approved by a majority of the voting rights of the Association.

## **Section 3. DESIGN CONTROLS.**

### **3.1 Approval Required**

No improvement, as defined in Section 1.9 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the DRC.

### **3.2 Procedure**

Any owner proposing to construct any improvements within COYOTE SPRINGS (including any exterior alteration, addition, destruction, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

### **3.3 Required Documents**

Any owner proposing to utilize, improve and/or develop real property within COYOTE SPRINGS shall submit the following items for review:

- (a) Site Plan : minimum scale 1" = 20' showing the topo lines in 1' contours, location, size, configuration and layout of any building, structure or improvement (or, where applicable,

any alteration, addition, modification, or destruction thereto) including appurtenant facilities for storage and fences. The site plan shall also show walkways, decks, trees and rock outcroppings, driveway, parking areas, proposed utility lines, property boundaries, service yard, and setbacks. Trees that are designated for removal must be specifically marked as such with the caliper indicated.

- (b) Architectural plans and drawings as specified in the Design Guidelines and in the Preliminary, and Construction submittal forms, showing the style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof). Elevations should indicate the exterior material types, color placement, building height, roof pitches, and how the home will look on the lot relative to the actual slope. The scale of plans shall be 1/4 inch = 1 foot or larger.
- (c) Please refer to the Design Guidelines for additional documents that may be required. The DRC may stipulate additional requirements for submittal and approval.

### **3.4 Review**

All plans and drawings identified in paragraph 3.3 above shall be submitted to the DRC for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied by a check payable to the Declarant, in an amount to be determined by the DRC from time to time. No plans shall be reviewed until the design review fee is paid in full and ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. The DRC shall review the plans and shall inform the owner in writing whether the plans conform to the Coyote Springs Vision Concept. In the event any of the plans do not conform to the COYOTE SPRINGS Vision Concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by the DRC.

### **3.5 Design Guidelines**

The Vision Concept for the COYOTE SPRINGS shall be determined by the DRC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Design guidelines setting forth various aspects of the vision concept, in addition to this Declaration, may be published and revised from time to time by the DRC, but the DRC shall not be required to do so. The DRC shall have the right to alter, rescind or amend any published guidelines without prior notice to any given party; provided however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the vision concept. All such guidelines shall be in general conformity with this Declaration.

### **3.6 Enforcement**

Refer to Section 10 below.

### **3.7 Inspection**

Submittal of an application shall be authorization to the DRC to make an on site inspection of the homesite and proposed improvements. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within COYOTE SPRINGS shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. The DRC shall have the right to stop all work if it believes that any such work is nonconforming. In the event that it is determined by the DRC that certain work is non-conforming, a stop work notice may be issued without 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 this Declaration. The DRC or officer, director, employee, agent or servant of the DRC shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice even if it is ultimately determined that such work was in conformity with the approved plans and drawings.



### **3.8 Waiver**

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Any condition or provision of paragraph 3.2 through 3.6 above may be waived by the DRC in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the COYOTE SPRINGS. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the DRC and delivered to the party claiming the benefit of such waiver.

## **Section 4. RESTRICTIONS**

### **4.1 Adjacent Private Property**

Adjacent private property or common areas may not be used for access, parking, or storage under any circumstances without that Owner's written permission. Public Resource Land may not be used for access, parking, or storage under any circumstances without that Owner's written permission.

### **4.2 Antennas**

No exterior television antenna, radio antenna, satellite antenna or other receiving or transmission devices may be installed except as approved by the DRC. If allowed by the DRC, the antenna must be out of sight from the right of way and shielded to minimize visibility from neighboring lots, homes, common areas or public resource land.

### **4.3 Appearance**

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heating and cooling equipment including solar, and other service facilities located on the lot or structures, shall be screened from view of neighboring lots and streets and, are subject to approval by the Design Review Committee.

### **4.4 Chimney**

Masonry materials for chimneys and chases are preferred. Metal chimneys must be enclosed in a chase. The chimney must have an approved spark arrester and incorporated cap and shroud painted to blend with roof or chimney colors. Smaller flues must be painted to match the surrounding materials. All chimney materials, designs, and colors are subject to approval by the DRC.

### **4.5 Driveways and Walkways**

Coyote Springs vision is to de-emphasize and disguise automobile infrastructure. Driveway cuts onto Coyote Spring's roadways will be limited to one per homesite. Driveway widths shall be kept to one car width (12') where possible and in general, the amount of paved areas exposed to view from adjacent roadways or homesites shall be kept to a minimum. Wherever possible, driveways should have meandering curves from the street to the house.

Allowed materials for driveways include concrete, asphalt and masonry. All driveways shall be finished prior to occupancy. Exceptions may be allowed with DRC approval. Builders and Builder/Owners are responsible for repair of street and multi-use path pavement damage.

The developer has identified specific driveway entrance locations on certain lots. Refer to Design Guidelines for details. Any changes require DRC approval.

Adjacent lot owners are encouraged to consider shared driveways. Upon request, the DRC may approve a variance to the "developer identified specific driveway entrance locations".

Corner lots with side street driveway entrances shall provide a meandering front walk a minimum of 3' in width, from the front entry to the front pathway or street. The DRC may consider and approve exceptions.

Gravel is not allowed in the neutral zone or within 10 ft of lot lines adjacent to streets.

#### **4.6 Exterior Colors and Materials**

Exterior colors, materials, and trim elements will be reviewed for their characteristics that contribute to the historic character of Coyote Springs. Applications of wider or built up trim boards for windows, doors, porches, corners, roofs, band boards, as well as corbels, sills, knee braces, and decorative braces will be of special interest, and may be required. All exterior colors and materials including those for trim, windows, walls, roofing and doors are subject to approval by the DRC. Natural woods with clear or semi-transparent finishes are strongly recommended for aesthetics. Body colors that have high sheen, are very light, or bright will generally not be acceptable.

All exposed exterior metals (including vent pipes, fireplace flues and flashing), PVC vents and plumbing pipes must be painted to match or blend with exterior house colors or roofing. This includes gas furnace and gas fireplace exhausts. These metals should be located away from view of the main front street. All exterior mechanical equipment shall be centralized and screened from view.

#### **4.7 Fences and Walls**

Fences and walls, surrounding the home or lot, are discouraged and require DRC approval. Fences and walls shall be limited to 4 feet in height and be connected to the house/garage structure on at least one end. Total fencing on any one homesite will be limited to 40 lineal feet. The intent is to preserve the open look of Coyote Springs. Generally chain link fences will not be approved. Fences will only be allowed in the area of the yard that is at least 8 ft. further from the street than the front facade of the house, and on a corner lot at least 8 ft. further from the side street than the side facade of the house, or in some cases, the garage.

#### **4.8 Firearms and Related Activity**

The subdivision is subject to the City of Sisters Codes for firearms which state, in part: "No person other than a peace officer, may fire or discharge a crossbow or gun, including spring or air-actuated pellet gun, or a weapon that propels a projectile by use of gunpowder or other explosive, jet, or rocket propulsion" in Coyote Springs or within 200 yards of Coyote Springs.

#### **4.9 Front Entrance and Front Porch**

Front entrances and covered porches, are essential elements in creating a sense of neighborhood, as a welcoming gesture and should be the focus of the home, rather than the garage. These architectural features should be appropriate to the style of the building. All entrance features are subject to the review and approval of the DRC.

#### **4.10 Garages**

Coyote Springs vision is to de-emphasize and disguise automobile infrastructure and to avoid having a garage that dominates the front of the house. Each residence shall have an enclosed garage for at least one car and not more than 3 cars. If possible, garage doors should not face the street, except in the case of a side street on a corner lot. When garage doors do face the street, the front of the garage must be set back a minimum of 8 feet from the front facade of the house. When there are more than two stalls, no more than two garage doors shall be in one plane, and the additional stall shall have wall and roof offsets to minimize the effect of the garage. The maximum garage door opening width is 10 ft and maximum height is 9 ft. Smaller and disguised garage doors are preferable. Dormers and windows on garages will be encouraged to imply "house" rather than "garage". The DRC may require any of the above.

#### **4.11 Garbage and Recycling Pickup**

Garbage and recycling materials shall be picked up on a regular and frequent basis, not burned and not allowed to accumulate unreasonably.

#### **4.12 House Design and Repetition**

Design - The Coyote Springs vision is to create the ambiance of an established traditional community of days gone by. The period between 1890 and 1940 in central Oregon was characterized by homes with traditional architectural details reflecting a variety of styles reminiscent of this era.

Human shelter and lifestyle are emphasized and automobile infrastructure is de-emphasized. When complete the neighborhood will convey a sense that it is well established and has been an integral part of Sisters for years.

Coyote Springs will build on the theme of an old-fashioned neighborhood with narrow and curving streets, steeper roof pitches, inviting entrances, covered porches, dormers, and de-emphasized or disguised garages. The exterior materials and colors will be reviewed for their characteristics contributing to the ambiance of the traditional vision. Natural Woods or medium and dark colors with a historic sense will be encouraged. The Design Guidelines have some details and examples of homes that convey styles that meet the vision of Coyote Springs.

In keeping with the Coyote Springs vision of an established traditional neighborhood, some of the more plain, straight and less interesting house/roof designs, as well as some that may be described as double wides, tract houses, houses with a production look, or houses that the DRC, at their sole discretion, deem to add inadequately to the aesthetic look or value of the Coyote Springs neighborhood or vision, no matter what the house design, will not be approved.

Coyote Springs will encourage a variety of home plan designs and styles to avoid repetitive exterior sameness. The use of similar front exteriors will be subject to DRC approval considering their proximity and differentiating characteristics.

#### **4.13 Improvements**

Home building must be completed within one year from the start of construction. ("Complete" means obtaining certificate of final inspection from the city).

Builders shall not disturb adjoining lots without permission from adjoining lot owner.

#### **4.14 Landscaping**

All disruption of the natural landscape must be repaired within 90 days of occupancy.

Yards and neutral zone must be improved and landscaped not later than 90 days from the date which the residence is ready for occupancy, weather permitting, unless expressly permitted by the DRC. During the winter, a 60-day extension may be granted.

While the neutral zone in front of each homesite and to the side (in the case of corner lots) is within the street right-of-way, it is each homeowner's responsibility to install and maintain landscaping and any necessary retaining wall in these areas.

Installation of underground sprinkler systems for front lawns and neutral zone of each home is mandatory. Generally, the front and side yards shall be covered with a minimum of 20% grass (sod). An exception may be allowed with approval from the DRC. Landscaping, that blends with the natural surroundings, is encouraged. Excellent advice can be gained from the local nurseries and landscaping professionals. All landscape design is subject to review and approval by the DRC.

#### **4.15 Lighting- Exterior**

Exterior lighting design should suggest the traditional period of the neighborhood. No exterior lighting shall be placed on a lot or any portion thereof without approval by the DRC. The object is to eliminate glare and annoyance to adjacent property owners and passerby. Direct illumination beyond property lines will not be permitted. No mercury-vapor or similar yard light may be installed.

#### **4.16 Limitation on Transfer**

No owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot which would result in ownership of such Lot being held by more than eight (8) persons. Time sharing is prohibited.

#### **4.17 Livestock, Poultry and Pets**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance.

All Coyote Springs homesites are within the City limits of Sisters and resident animals are subject to the City of Sisters leash laws and animal nuisance ordinances for barking and trash strewing dogs, among other things. Please contact the Police Department to report violations.

#### **4.18 Maintenance**

Each Lot and all improvements within Coyote Springs shall be maintained in a clean and attractive condition, in good repair, free of noxious weeds, and in such a fashion as not to create a fire hazard. Property owners are responsible for snow and debris removal from the multi use path in the neutral zone adjacent to their lot.

#### **4.19 Miscellaneous - Refer to Design Review Guidelines for more on:**

Address Signs  
Commencement and Completion of Construction  
Mechanical Equipment  
Mailboxes  
Spas and Swimming Pools  
Solar Setbacks and Applications

#### **4.20 Model/Office**

A model home is allowed for any builder with multiple homes for sale or declarant or declarant's agent with multiple lots for sale, with Declarant's approval.

#### **4.21 Multi Use Pathways**

Individual lot owners are responsible for clearing multi use pathway of snow and debris. Refer to Sisters Ordinances for complete responsibilities regarding pathways.

#### **4.22 Nuisances**

No obnoxious or offensive activity shall be carried on upon any Coyote Springs lot, common area, or street right of way, nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. Fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other lot shall be trimmed and pruned if it is a nuisance to neighbors. (Coyote Springs preservation and special interest trees are subject to DRC review and approval).

#### **4.23 Occupancy**

No occupancy will be allowed before:

- (a) Final inspection and approval by the DRC and compliance with all governmental regulations.
- (b) Removal of all construction waste, and materials.
- (c) Completion of exterior painting.

No owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Visible and audible manifestations of Home Occupations may be regulated, limited or denied by the DRC.

Boats, trailers, buses, motor homes, campers, commercial vehicles, trucks, recreational vehicles, snow machines, off-road vehicles, disabled vehicles, or other similar vehicles shall not be permitted as a dwelling unit. It is the owner's responsibility to see that their guests, invitees, and lessees abide by this condition.

#### **4.24 Outside Fixtures and Personal Property**

No recreational equipment, like basketball hoops or play structures, is allowed in any street right of way. Basketball is only allowed on the lots. Children's play structures are only allowed in the backyard.

#### **4.25 Parking**

In keeping with the Coyote Springs vision, it will not be possible to adequately screen or conceal some larger vehicles and equipment, making it necessary to seek offsite storage. Parking in the street right of way will not be permitted.

**Street** - No parking on street right of way shall be allowed for any horse trailers, travel trailers, commercial 18-wheel tractors, boat trailers, buses, motor homes, commercial vehicles, recreational vehicles, campers or incapacitated motor vehicles, cars, or other similar vehicles.

**Lot** - Boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, recreational vehicles, snowmobiles, motorcycles, disabled vehicles, or other similar vehicles shall not be parked or stored on any Lot in a position whereby said vehicles will be visible from the street, or neighboring homesites. It is the owner's responsibility to see that their guests, invitees, and lessees abide by this condition. None of the above named vehicles shall be parked on the lot in view of the street, common, or neighboring property for more than 24 hours in a 10 day period. An exception of these rules may be permitted by the DRC for temporary (up to one week), in view storage.

#### **4.26 Roofs**

##### **Design**

In keeping with the Coyote Springs vision of an established traditional neighborhood, double wide or tract house designs, houses with a production look, or houses that the DRC, at their sole discretion, deem to add inadequately to the aesthetic look or value of the Coyote Springs neighborhood or vision, no matter what the roof design and pitch is, will not be approved. A variety in rooflines is encouraged. Large, expansive areas of unbroken roof planes and ridge lines will be discouraged. Main roofs and gable dormers shall be 6:12 minimum to 14:12 maximum slope with gable or hip configuration. In most cases at least one dormer is required on the dominant roof plane facing the street. Shed roofs or dormers shall have 4:12 minimum slope. The Design Guidelines appendix illustrates some examples of homes that may not meet the roof pitch requirements, but could be acceptable in Coyote Springs with DRC approval. Large roof or eave overhangs with open rafter tails or built up multi layered fascias are encouraged.

Roof Design is subject to specific DRC approval. The DRC, at their sole discretion, may require a different roof design or pitch.

##### **Material**

Shake or slate type concrete tiles, concrete and wood simulated shakes, and quality architectural profile composition shingles (with at least a 40 year warranty) are considered as acceptable roofing applications for Coyote Springs. Rounded, Spanish type tiles, or glazed shiny tiles will not be allowed. Standing seam metal roofs may be considered on some homes. No highly combustible roof materials will be allowed. Colors shall not be blue, orange, red, or bright and outstanding. Refer to Design Review Guidelines for specific details.

#### **4.27 Setbacks**

All Improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Sisters Zoning and Use Regulations, setbacks, building height limitations, solar setbacks, building codes, the COYOTE SPRINGS DRC decisions and Design Guidelines, or plat. The most restrictive will apply. The DRC may stipulate more restrictive setbacks for any lot or structure. In all cases DRC approval is required.

#### **4.28 Siding Materials**

The following exterior materials are approved for use on exterior walls and trims, subject to DRC approval:

Wood siding – treated with clear, semi-transparent, or solid body stains or paints.  
Lap and cement based siding material – maximum exposure to weather 7 inches  
Some board and batten applications.

Logs

Shingles – maximum exposure to weather 8 inches

Stucco type materials may be considered as accents (example: a Tudor style gable), but will not be allowed as a primary siding.

Natural and cultured stone and brick in medium to dark colors.

Textured masonry block units in medium to dark colors.

In most cases, diagonal siding applications will not receive approval. Wider lap siding exposures will be subject to DRC approval. No panelized or T-1-11 type sheets with or without grooves are allowed, unless used as backing for battens or as soffit materials and specifically approved by the DRC.

#### **4.29 Signs**

Only one sign is allowed on any lot. No sign of any kind shall be displayed to public view on or from any lot or in the street right of way without DRC approval. General contractors will be allowed to display one sign in addition to the real estate "for sale" or declarant's sign and only during construction and selling phase. Signs must be removed within 30 days after sale. Unless approved by the DRC, the sign may not be more than four (4) square feet. Exceptions are: Coyote Springs identity signage and the declarant's or declarant's agent's signs.

All signs must be maintained in good condition. No reflectors, flags, banners, campaign signs, or marketing items and indicators will be allowed without specific DRC approval.

#### **4.30 Size**

Each residence shall contain a minimum of 1800 square feet (not to include garage, porch, deck, exterior balcony, or attics).

#### **4.31 Street Lights**

The DRC may approve one light at each of the intersections in Coyote Springs. The DRC may approve others. The DRC may choose to remove streetlights. Type and design subject to DRC approval.

#### **4.32 Structures and Accessory Buildings**

No house trailer, manufactured home, modular home, mobile home, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot. Structures such as separate sheds, dog houses, wood storage, etc., which are not integrated as part of the main residence, will generally not be allowed. Exceptions will be made on a case by case basis. No portable storage units shall be allowed, including but not limited to car tents and storage tents.

#### **4.33 Trees**

The removal of any tree, larger than 4 inches in diameter without the approval of the DRC is prohibited. The removal of any tree in the right of way, without the approval of the DRC is prohibited. Tree limbs may be trimmed up 6 feet from ground level for fire safety. Any dead limbs above this height may be removed. Some trees have been identified by the declarant: Coyote Springs "Interest" trees will require a more stringent review, Coyote Springs "Preservation" trees will not be approved for removal.

The DRC may require additional tree plantings.

#### **4.34 Use and Lot Line Changes**

Coyote Springs homesites are intended for single family site-built homes. No more than 1 living unit shall be erected on any lot.

Other uses and types of structures will not be permitted. Non-permitted structures and uses include: house trailers, manufactured homes, modular homes, mobile homes, duplexes, multiplexes, daycares, kindergartens, schools, nursery schools, day nurseries, Bed and Breakfast Inns, adult care centers, hostels, dormitories, multi-person care facilities and foster care facilities.

No residential lot shall be further partitioned or subdivided.

Lot line adjustments must have specific DRC approval.

#### **Consolidation of Lots:**

Whenever a person shall own all of a lot, together with one or more contiguous lots or contiguous portions thereof and shall wish to consolidate the basic lot and the additional lot or additional portion, he may do so if such consolidation conforms to the other provisions hereof. The consolidation shall be effected by filing in the deed records of the County of Deschutes a declaration stating that the two areas are consolidated.

The consolidation shall have the following effects:

- a. The consolidated areas shall constitute one lot for all purposes under the Coyote Springs Declaration, excluding the payment of Coyote Springs Community Association assessments. The assessment will be calculated based on the total number of lots in the consolidated area, using the original plat. Example: If a consolidated area is 2.34 lots, the assessment would be 2.34 x the lot assessment for a single lot.
- b. The entire consolidated area may be used for the construction of only one residence.
- c. No residence or structure may be placed upon the remainder of the lot, a portion or which was consolidated with another lot, but which remainder has not been consolidated with another lot unless the area of such remainder constitutes at least ninety-five percent (95%) of the original area of the lot.
- d. Areas which have been consolidated may at no time in the future be partitioned.

#### **4.35 Utilities**

Service lines have been extended to the property boundaries of each homesite for electricity, cable, phone, water, Coyote Springs LLC Wastewater Facility, and future City of Sisters sewer. Service lines have been extended to the property boundaries of each homesite in Phase 1, for the Coyote Springs LLC Wastewater Facility and for the future use by the City of Sisters Sewer Facility. Lots 6, 7, 8, 17, 18, and 19 have separate service lines for the Coyote Springs LLC Wastewater Facility and the future City of Sisters Sewer Facility. The rest of the lots have one (1) service lateral serving both functions.

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

All homes in Coyote Springs will be required to connect to the Coyote Springs, LLC. Wastewater Facility until the City's sewer system is available. Coyote Springs lot owners agree, upon acceptance of a deed, that they will hook up to the City of Sisters sewer facility when and if it is available.

#### **4.36 Vacant Lot**

The Owner of a vacant Lot shall maintain the Lot year round in an attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties. Areas that have been disturbed and are highly visible or that constitute a dust or noxious weed problem, must be reestablished within six months.

#### **4.37 Water and Sewer Supply**

No individual water supply system or sewage disposal system shall be permitted on any Lot.

**Section 5. DECLARANTS IMMUNITY**

The Declarant has a non-exclusive right and power to enforce these Covenants, Conditions, and Restrictions, but the Declarant does not have the legal obligation to enforce or attempt to enforce the provisions hereof. In the event the Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce these Covenants, Conditions and Restrictions there shall not exist or be created any cause of action or claim against Declarant, and each owner or any person or entity claiming by, through or from said owner hereby releases Declarant from and against any claim arising in connection with the development of Coyote Springs or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions and shall be stopped from making or enforcing any such claim,

**Section 6. DURATION AND AMENDMENT OF THIS DECLARATION****6.1 Duration**

The Covenants, Conditions and Restrictions of COYOTE SPIRNGS shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the Owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions, and Restrictions for COYOTE SPRINGS are terminated as set forth above in this section.

**6.2 Amendment**

Sections 2.2 "Declarant's right to annex", 9.2 "Lots owned by the declarant are not subject to assessments...", and 1.5 and 11.4 "Declarant's control over the DRC", of this Declaration may not be amended without the Declarant's consent. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein (except the sections noted above), may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy five percent (75%) of the lots subject to these Restrictions. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

**Section 7. ASSOCIATION**

Declarant shall organize an association of all of the Owners within Coyote Springs. Such Association, its successors, and assigns, shall be organized under the name "Coyote Springs Community Association, Inc." or such similar name as Declarant shall designate, and shall have such property, powers, and obligations as are set forth in this Declaration for the benefit of Coyote Springs and all Owners of property located therein.

**7.1 Organization**

Declarant shall, before the first Homesite is conveyed to an Owner, organize the Association as a nonprofit mutual benefit corporation under the Oregon nonprofit Corporation Act.

**7.2 Membership**

Every Owner of one or more Homesites within Coyote Springs shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Homesites within Coyote Springs, be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.



### 7.3 Voting Rights.

Voting rights within the Association shall be allocated as follows:

- a) Homesites Except as provided in Section 7.3(b) with respect to Class B members, Homesites shall be allocated one vote per Homesite.
- b) Classes of Voting Membership The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners including the Declarant). Class A members shall be entitled to voting rights for each Homesite owned computed in accordance with Section 7.3(a) above. When more than one person holds an interest in any Homesite, all such persons shall be members. The vote for such Homesite shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B member shall be Declarant and shall be entitled to nine times the voting rights computed under Section 7.3(a) for each Homesite owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the Homesites in the final phase of development of Coyote Springs have been sold and conveyed to Owners other than Declarant; or
- (ii) At such earlier time as Declarant may elect in writing to terminate Class B membership.

### 7.4 Powers and Obligations

The Association shall have, exercise, and perform all of the following powers, duties, and obligations;

- (a) Declaration. The powers, duties and obligations granted to the Association by this Declaration.
- (b) Statutory Powers. The powers, duties, and obligations of a mutual benefit nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either or both may be amended from time to time.
- (c) General. Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within Coyote Springs.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the Oregon Nonprofit Corporation Act.

### 7.5 Liability

In consideration for each officer or member of the Board of Directors consent to serve the Coyote Springs Community Association, the owners, their successors and assigns, hereby release and forever acquit each officer and member of the board from all acts and omissions performed in their capacity as officers or board members. This release includes both ministerial and discretionary acts, omissions, and decisions. No officer or member of the board shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the officers or board as a whole.

### 7.6 Interim Board; Turnover Meeting

Declarant shall have the right to appoint an interim board of three directors or more, who shall serve as the Board of Directors of the Association until replaced by Declarant

or their successors have been elected by the Owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice to each owner as provided in the Bylaws of the Association for the purpose of turning over administrative responsibility for Coyote Springs to the Association not later than one hundred twenty (120) days after Homesites representing seventy-five percent (75%) of the votes in all phases of Coyote Springs computed in accordance with Section 7.3(a) above have been sold and conveyed to Owners other than Declarant. If Declarant does not call a meeting required by this Section within the required time, the Transitional Advisory Committee described in Section 7.7 below or any Owner may call a meeting and give notice as required in this Section. At the turnover meeting the interim directors shall resign and their successors shall be elected by the Owners and Declarant as provided in this Declaration and the Bylaws of the Association.

#### **7.7 Transitional Advisory Committee**

Declarant or Owners shall form a transitional advisory committee (the "Transitional Advisory Committee") to provide for the transition from administrative responsibility by Declarant of Coyote Springs to administrative responsibility by the Association. Not later than the sixtieth (60th) day after the Declarant has conveyed to Owners other than Declarant Homesites representing fifty percent (50%) of the votes of all phases in Coyote Springs computed in accordance with Section 7.3(a) above, Declarant shall call a meeting of Owners for the purpose of selecting the Transitional Advisory Committee. The Transitional Advisory Committee shall consist of three or more members. The Owners, other than Declarant, shall select two or more members. Declarant may select no more than one member, which may be the Declarant. The Transitional Advisory Committee shall have reasonable access to all information and documents that Declarant is required to turn over to the Association under ORS 94.616.

- (a) Declarant Failure to Call Meeting Any Owner may call a meeting of Owners to select the Transitional Advisory Committee if the Declarant fails to do so as provided above.
- (b) Owners' Failure to Select Members Notwithstanding for foregoing, if the Owners do not select members for the Transitional Advisory Committee as described above, Declarant shall have no further obligation to form the Transitional Advisory Committee.
- (c) Turnover Meeting The requirement for formation of a Transitional Advisory Committee shall not apply once the turnover meeting specified in Section 7.6 above has been held.

#### **7.8 Declarant Control After Turnover**

After the turnover meeting described in Section 7.6 above, Declarant shall continue to have the voting rights described in Section 7.3(b) above. In addition, a majority of the Board of Directors of the Association shall be elected by Declarant, as Class B member, with the balance of the Board of Directors elected by the Class A members. After termination of Class B membership, all directors shall be elected by the Class A members.

#### **7.9 Sub-Associations**

Nothing in this Declaration shall be construed as prohibiting the formation of sub-associations within Coyote Springs.

#### **7.10 Association Rules and Regulations**

The Association from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Homesites and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property within Coyote Springs. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Homesites upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

## **SECTION 8. MAINTENANCE, LIGHTING, AND SERVICES**

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### **8.1 Maintenance and Lighting**

The following shall be defined as "Interest Areas": (a) areas in the common areas, (b) islands within streets, (c) cul de sac islands, (d) along the right of way on Coyote Springs Road on the south side between the street pavement and the multi-use pathway, from Locust to the NW corner of Lot #9, (e) on the right of way north side of Coyote Springs Road between Locust and the SW corner of Lot #1, (f) along the right of way on Locust adjacent to the common area, (g) sign easement areas such as the NW corner of lot #5 and the adjacent right of way, north/south distance 10 feet, (h) and other similar areas that the Association may add.

The Association shall perform all maintenance, repair, and replacement upon landscaped and natural areas in the "Interest Areas". The Association shall also incur expenses within "Interest Areas" for water and electricity bills for sprinkler systems, if any, entry signs, tree lighting and lighting within the right of way (if it is not paid by the city), for associated utility lines that run between Interest Areas, and other related expenses.

## **SECTION 9. ASSESSMENTS**

### **9.1 Assessments, Operating Budget, Capital Improvement Fund, Reserve Account**

The Association Board of Directors shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, and previous over-assessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or desirable or as may be required by law. The method of adoption of the budget shall be as provided in the Bylaws.

### **9.2 Operating Assessments**

All Homesites shall be assessed equally for operation costs except lots owned by the Declarant. Lots owned by the declarant are not subject to assessments. If a building permit is issued on a declarant owned lot, it becomes subject to assessments. The amount of the assessment per Homesite shall be determined by dividing the annual budget by the total number of Homesites subject to assessments. Assessments exceeding 10% increases annually require majority vote of members.

### **9.3 Reallocation Upon Annexation or Withdrawal of Property**

When additional phases of Coyote Springs are platted, the Association shall, within 60 days recompute the budget in accordance with Section 9.1 based upon the additional Homesites and recompute assessments for each Homesite based upon the formula set forth in Section 9.2. Newly platted Homesites shall be subject to assessment from the time of platting of such Homesites to Coyote Springs, in accordance with the provisions of Section 9.2. Lots owned by the Declarant are not subject to assessments and fees until a house is located on the lot. The Association shall send notice of the assessment to the Owners of newly platted Homesites not later than sixty (60) days after the platting or with the next occurring annual assessment whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days from the date that notice is mailed or at such other time or times set in accordance with this Declaration or the Bylaws as the Association may specify in the notice. To the extent that any adjustment results in a credit for an Owner, such credit shall be applied towards the next occurring payment or payments on the annual assessment.

### **9.4 Payment of Assessments**

The Association shall, not less than annually, provide notice to the Owner of each Homesite of the amount of the assessments for such Homesite. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days from the date the notice is mailed or at such other time or times set in accordance with this Declaration or the Bylaws as the Association may specify in the notice. The first assessment is due 9/1/2000 and will be set by the Board, based upon a proposed budget. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Lots owned by the Declarant are not subject

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to assessments and fees until a house is located on the lot. Assessments shall be paid in advance. Assessments shall be prorated and collected at the close of escrow.

#### **9.5 Creation of Lien; and Personal Obligation of Assessments**

Declarant, for each Homesite owned by it within Coyote Springs does hereby covenant, and each Owner of any Homesite by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses or attorney fees imposed pursuant to Section 10.6, shall be a charge on the land and a continuing lien upon the Homesite against which each such assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligations of the person who was the owner of such Homesite at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 10 below.

#### **9.6 Wastewater Facility and Future City of Sisters Sewer System**

All homes in Coyote Springs will be required to connect to the Coyote Springs, LLC. Wastewater Facility until the City's sewer system is available. Refer to current Coyote Springs, LLC. Wastewater Facility information sheet, for the current connection fee and monthly fees. These fees are subject to change. Service lines have been extended to the property boundaries of each homesite in Phase 1, for the Coyote Springs LLC Wastewater Facility and the future use by the City of Sisters Sewer Facility. Lots 6, 7, 8, 17, 18, and 19 have separate service lines for the Coyote Springs LLC Wastewater Facility and the future City of Sisters Sewer Facility. All homes in Coyote Springs will be required to connect to the City of Sisters sewer system when it is available and will be responsible for any connection fees, service fees, systems development fees, or any other fees assessed by the City of Sisters, and on lots 6, 7, 8, 17, 18, and 19, to change connection on the lot from one service lateral to the other.

### **Section 10. ENFORCEMENT**

#### **10-1 Provision Violations**

In the event any Owner, agent, tenant or the invitee of an Owner shall violate any Provision of this Declaration, the Bylaws of the Association or any rules or regulations adopted by the Association governing the use of Homesites, then the Association, acting through its Board of Directors, may notify the Owner in writing that the violations exist and that such owner is responsible for them, and may, after reasonable notice, do any or all of the following: (a) suspend the Owner's voting rights for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) bring suit or action against such Owner to enforce this Declaration, (c) impose fines as provided in Section 10.5, or (d) any other action authorized by law

#### **10.2 Nonqualifying Improvements and Violation of General Protective Covenants**

In the event any Owner constructs or permits to be constructed on such Owner's Homesite an improvement contrary to the provisions of this Declaration or of the Coyote Springs Design Guidelines, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Homesite, then the Association acting through its Board of Directors or the DRC, may notify the Owner in writing of any such specific violations of this Declaration or Design Guidelines and may, no sooner than thirty (30) days after delivery to such owner of written notice of the violation, order the owner to cease and desist all work, construction, repair, alteration, landscaping and excavation of any kind, until such breach is remedied, and certified in writing by the DRC. The stop work order shall continue until the violation has been corrected as certified in writing by the Committee. If the Owner/contractor/subcontractor refuses to stop work, a certified letter shall be sent to the property owner who is in violation. The letter shall describe what the violation is and require that all work be discontinued until the problem is rectified. A limit shall be placed on the amount of time allowed to correct the problem. In most cases, the time limit will be set at either twenty four (24) or forty eight (48) hours. In the event the written notice is ineffective or is breached, the Coyote Springs Community Association or the DRC may seek an injunction to force compliance. In the event an owner is unable, unwilling, or refuses to

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comply with the Association's specific directives, remedy, or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after written notice to the Owner, then the Association acting through its Board of Directors, shall have, in addition to any other rights or remedies provided in this declaration, at law or inequity, the right to do any or all of the following:

- (a) Remove Cause of Violation Enter onto the offending Homesite, without being subject to any trespass, conversion or any other claim for damages, and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done.
- (b) Suit or Action Bring suit or action against the owner on behalf of the Association and other Owners to enforce this Declaration.
- (c) Impose one or more fines as provided in Section 10-5.

#### **10.3 Default in Payment of Assessments; Enforcement of Lien,**

If an assessment, or other charge levied under the Bylaws or this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the following remedies:

- (a) Suspension of Rights: Acceleration The Association may suspend such Owner's voting rights and right to use the common areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event shall the Association deprive any Owner of access to and from such Owner's Lot.
- (b) Lien The Association shall have a lien against each Lot for any assessment levied against any Lot, which becomes delinquent sixty (60) days after the assessment is due, and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine or charge is due. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 94.709 et. seq. shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under such statutes. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage, and convey the lot. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the assessment becomes due.
- (c) Suit or Action The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described in paragraph 10.3(b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- (d) The Association shall have any other remedy available to it by law or in equity.

#### **10.4 Interest, Expenses, and Attorney Fees**

Any amount not paid to the Association when due in accordance with this Declaration or the Bylaws shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed ten percent (10%) of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association shall bring any suit or action to enforce this Declaration or the Bylaws, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or

action shall recover such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal or petition for review thereof or in any bankruptcy proceeding.

#### **10.5 Fines**

The Board of Directors or the DRC may establish a schedule of fines applicable to violations of this Declaration or Design Guidelines established pursuant to this Declaration. Fines may be imposed after giving the alleged violator notice of the proposed fine and an opportunity to be heard. Fines shall be payable within ten days after receipt of written notice of the imposition of the fine. All fines shall be deposited in the Association's operating account.

#### **10.6 Nonexclusiveness and Accumulation of Remedies**

An election by the Association to pursue any remedy provided for herein shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided herein are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association.

#### **10.7 Severability**

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

### **Section 11. DESIGN REVIEW COMMITTEE.**

#### **11.1 Responsibility**

There shall be a Design Review Committee (DRC). The committee shall be responsible for implementation, interpretation and enforcement of the Design Guidelines. The committee or any of its members have the right to enforce the Coyote Springs Conditions, Covenants, and Restrictions. Each decision of the DRC made in conjunction with its responsibilities shall be conclusive, determinative and binding upon the owners and their agents.

The DRC may enforce the Design Guidelines in the same manner and are subject to the same requirements, restrictions and effects as set forth in Section 7 hereof.

#### **11.2 Liability**

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

#### **11.3 Non walver**

The guidelines shall generally set forth the procedures owners are to follow for the approval, construction and maintenance of any improvement, landscaping and the like on any Lot within and right of way adjacent to Coyote Springs.

#### **11.4 Membership**

The DRC is a committee of at least three and no more than five persons who shall be appointed by Declarant. A majority of the DRC may designate a representative to act for the DRC. Members of the DRC may be removed and replaced at any time by Declarant. The Declarant retains the right to appoint all members of the DRC, until Declarant elects to surrender that right to the Board of Directors. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the surrender of such right, the Board of Directors shall appoint the members of the DRC.

#### **11.5 Decisions**

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Except as otherwise provided herein, a majority of the Design Review Committee shall have the power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

#### 11.6 Approvals

The DRC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing. The DRC will not commence reviews of an applicant's submittal until ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. There shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

Approval by the DRC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the DRC's right to Withhold approval as to any similar matter thereafter submitted to it.

#### Section 12. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in COYOTE SPRINGS Phase 1 and shall bind, benefit and burden each Lot in COYOTE SPRINGS Phase 1, including any additions thereto. These CCR's and Design Review Guidelines, including minimum home size, are subject to change in future phases. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in COYOTE SPRINGS Phase 1, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in COYOTE SPRINGS Phase 1. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as COYOTE SPRINGS Phase 1 and their successors in interest, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 2<sup>nd</sup> day of August, 2000.

Coyote Springs, LLC.

By *Rick Francis* member  
Rick Francis

By *Mark Ford* member  
Mark Ford

STATE OF OREGON, County of Deschutes, ss:

The above-named personally appeared before me and acknowledged the foregoing instrument as his voluntary act.

Before Me: *Tiana L. Van Landuyt*  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5-21-2002

