



\$46.00

06/14/2002 03:25:22 PM

D-PCD Cnt=1 Stn=11 JEFF
\$20.00 \$11.00 \$10.00 \$5.00

RECORDED BY
WESTERN TITLE & ESCROW CO.
11-0020302

PLANNED COMMUNITY SUBDIVISION DECLARATION
FOR
COYOTE SPRINGS

410-
4
4

By instrument dated recorded August 2, 2000, in Book 2000 at Page 30794, Official Records of Deschutes County, Oregon, COYOTE SPRINGS, LLC., an Oregon limited liability company, hereinafter the "Declarant", established the Declaration of Covenants, Conditions and Restrictions for Coyote Springs (the "Declaration").

The Declaration for Coyote Springs contemplated that developer would, at any time during the term of the Declaration, add all or a portion of any land now or hereafter owned by Declarant to the Property which was covered by said Declaration.

Declarant now wishes to subject the area known as Phase Three-A, Lots 44, 45 and 46, Coyote Springs, to the Declarations of Covenants, Conditions and Restrictions for Coyote Springs, to annex such Property to Coyote Springs and to make provisions for the conditions upon which such Property may be used.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

SECTION 1. DEFINITIONS

1.1 INCORPORATION BY REFERENCE: Each of the terms defined in Article 1 of the Declaration for Coyote Springs shall have the meanings set forth in such Article 1.

1.2 The "Property" shall mean Coyote Springs, Deschutes County, Oregon, according to the official plat thereof.

1.3 Declaration of Covenants, Conditions and Restrictions for Coyote Springs shall mean that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Coyote Springs", recorded August 2, 2000, in Book 2000, Page 30794, Official Records of Deschutes County, Oregon.

1.4 "Phase Three-A, Lots 44, 45 and 46", shall mean the area described in Paragraph 1.2 above.

SECTION 2. SUBJECTION OF LOTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COYOTE SPRINGS

2.1 ANNEXATION: Declarant hereby declares that Phase Three-A, Lots 44, 45 and 46, Coyote Springs, shall be part of that certain residential community known as "Coyote Springs", as referred to in the Declaration of Covenants, Conditions and Restrictions for Coyote Springs.

2.2 DECLARATION OF RESTRICTIONS: The covenants and conditions set forth in Articles 1 through 12, inclusive, of the Declaration of Covenants, Conditions and Restrictions for Coyote Springs shall be applicable within the Property except as may be restricted in this instrument. The Property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and the Declaration for Coyote Springs.

2.3 UTILITIES: Section 4.35 entitled "Utilities" is hereby amended as follows:

"Service lines have been extended to the property boundaries of each homesite for electricity, cable, telephone, water and City of Sisters sewer service. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities."

2.4 CITY OF SISTERS SEWER SYSTEM: Section 9.6 entitled "Wastewater Facility and Future City of Sisters Sewer System" is hereby amended as follows:

"All homes within Coyote Springs will be required to connect to the City of Sisters Sewer System and will be responsible for any connection fees, service fees, systems development charges, or any other fees assessed or required by the City of Sisters."

SECTION 3. MISCELLANEOUS

3.1 AMENDMENT AND REPEAL: Any provision of this Supplemental Declaration at any time may be amended or repealed. The provision may be added by any of the methods provided in the Declaration for Coyote Springs.

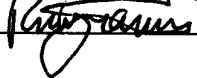
3.2 DURATION: The covenants and provisions contained herein shall continue to remain in full force and effect in accordance with the Declaration for Coyote Springs.

3.3 ATTORNEY FEES: In the event any party shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the party not prevailing shall pay to the prevailing party all costs and expenses incurred by it in connection with such suit or action, such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or other proceedings, including any bankruptcy or arbitration proceeding.

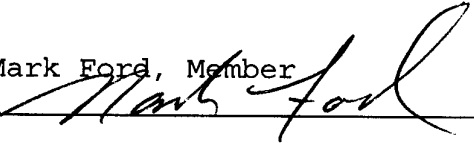
IN WITNESS WHEREOF, COYOTE SPRINGS, L.L.C., has executed this Supplemental Declaration this 5th day of JUNE, 2002.

COYOTE SPRINGS, L.L.C.

By: Rick Francis, Member

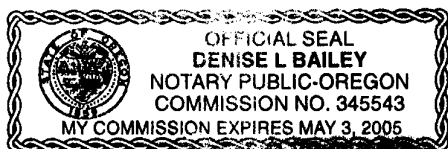
Its: 

By: Mark Ford, Member

Its: 

STATE OF OREGON, County of Deschutes, ss:

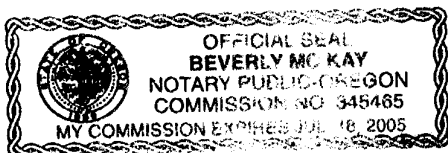
The foregoing instrument was acknowledged before me this 5th day of June, 2002 by Rick Francis, who stated that he is the member of Coyote Springs, LLC, and is authorized to execute the foregoing instrument on behalf of the limited liability company.



Denise L. Bailey
Notary Public for Oregon
My Commission Expires: 5/3/05

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 11th day of June, 2002 by Mark Ford, who stated that he is the member of Coyote Springs, LLC, and is authorized to execute the foregoing instrument on behalf of the limited liability company.



Beverly McKay
Notary Public for Oregon
My commission Expires: 7-18-05