



SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS SUBMITTING
PHASE TWO TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COYOTE SPRINGS

CSLLC
61499 LONEVIEW ST.
BEND, OR 97702

By instrument dated August 2, 2000, and recorded August 2, 2000, in Book 2000 at Page 30794, Official Records of Deschutes County, Oregon, COYOTE SPRINGS, LLC, an Oregon limited liability company, 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.

Coyote Springs, L.L.C. is hereinafter referred to as "Declarant".

Declarant now wishes to subject the area known as Phase Two, which comprises Lots 20-27 and Lots 32-35, to the Declaration 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 Section 1 of the Declaration for Coyote Springs shall have the meanings set forth in such Section 1.

1.2 The "Property" shall mean Coyote Springs Phase Two, 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 dated August 2, 2000, recorded August 2, 2000, in Book 2000, Page 30794, Official Records of Deschutes County, Oregon.

1.4 "Coyote Springs Phase Two, shall mean the area described in Paragraph 1.2 above.

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

2.1 ANNEXATION: Declarant hereby declares that Coyote Springs Phase Two 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 Sections 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.

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.

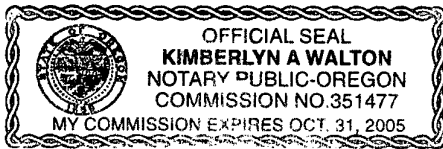
IN WITNESS WHEREOF, COYOTE SPRINGS, L.L.C., has executed this Supplemental Declaration this 4th day of November, 2003.

COYOTE SPRINGS, L.L.C.,

By: Mark Ford
Its: Member

STATE OF OREGON, County of Deschutes, ss:

4th The foregoing instrument was acknowledged before me this 4th day of November, 2003 by Mark Ford, who stated that He is the member of Coyote Springs, L.L.C. and is authorized to execute the foregoing instrument on behalf of the limited liability company.



Kimberlyn A. Walton
Notary Public for Oregon
My Commission Expires: Oct. 31, 2005