

RICK FRANCIS  
61499 LONGVIEW ST.  
BEND, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2006-11773



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

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"). A Supplemental Declaration dated June 5, 2002 and recorded June 14, 2002 in Book 2002 at Page 32457, Official Records of Deschutes County, Oregon, was entered to annex Phase Three-A to the property. A Supplemental Declaration dated November 4, 2003 and recorded November 5, 2003 in Book 2003 at Page 76968, Official Records of Deschutes County, Oregon, was entered to annex Phase Two to the property.

The Declaration for Coyote Springs contemplated that the 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 Three, which comprises Lots 28-31 and Lots 36-43, 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

1 - Supplemental Declaration (RSL:FRANCIS.018)

BRYANT, LOVLIN & JARVIS, PC  
ATTORNEYS AT LAW, ESTABLISHED 1915

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meanings set forth in such Section 1.

**1.2** The "Property" shall mean Coyote Springs Phase Three, 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 Three, shall mean the area described in Paragraph 1.2 above.

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

**2.1 ANNEXATION:** Declarant hereby declares that Coyote Springs Phase Three 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

2 - Supplemental Declaration (RSL:FRANCIS.018)

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.

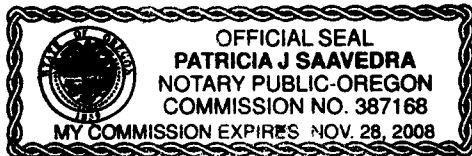
IN WITNESS WHEREOF, COYOTE SPRINGS, L.L.C., has executed this Supplemental Declaration this 21<sup>st</sup> day of FEBRUARY, 2006.

COYOTE SPRINGS, L.L.C.,

By: RICK FRANCIS, MEMBER  
Its: *Rick Francis*

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2006 by Rick Francis, who stated that he is the Representative of Coyote Springs, L.L.C. and is authorized to execute the foregoing instrument on behalf of the limited liability company.



Patricia J. Saavedra  
Notary Public for Oregon  
My Commission Expires: November 28, 2008

3 - Supplemental Declaration (RSL:FRANCIS.018)