

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COYOTE SPRINGS HOMEOWNERS ASSOCIATION

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## ARTICLE 1 – DEFINITIONS AND RULES OF CONSTRUCTION

1.1 **Association.** *Coyote Springs Homeowners Association*, an Oregon nonprofit corporation, together with its successors and assigns.

1.2 **Board or Board of Directors.** The duly elected board of directors of the Association.

1.3 **Bylaws.** The Bylaws of the Association, as amended from time to time.

1.4 **Common Area.** Any real property or interest therein owned or maintained by the Association for the common use and benefit of the Owners, as identified by recorded instrument.

1.5 **Declaration.** This Declaration of Covenants, Conditions, and Restrictions, as amended and recorded.

1.6 **Lot.** Any separately platted parcel within Coyote Springs intended for individual residential ownership.

1.7 **Member.** Every Owner of a Lot.

1.8 **Owner.** The record owner of fee simple title to a Lot, excluding any mortgagee or beneficiary under a deed of trust.

1.9 **Planned Community.** Coyote Springs, a planned community as defined in **ORS 94.004**.

**1.10 Rules and Regulations.** Rules adopted by the Board pursuant to this Declaration, the Bylaws, and ORS Chapter 94.

**1.11 Construction.** Headings are for convenience only. Words in the singular include the plural and vice versa. "Shall" is mandatory; "may" is permissive.

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## **ARTICLE 2 – ESTABLISHMENT AND APPLICABILITY**

**2.1 Creation of Planned Community.** This Declaration establishes Coyote Springs as a planned community under ORS Chapter 94 upon recording in the official real property records of the county in which the Property is located.

**2.2 Covenants Running With the Land.** All Lots are held, conveyed, leased, encumbered, occupied, and improved subject to this Declaration, which runs with the land and is binding upon all present and future Owners.

**2.3 Owner-Controlled Association.** There is no Declarant, special class of membership, or reserved development rights. All authority resides in the Association as governed by its Members and Board.

**2.4 Purpose.** The purposes of this Declaration include: (a) Preserving the residential and rural character of the community; (b) Protecting property values; (c) Promoting health, safety, and welfare; (d) Providing for orderly governance and enforcement; and (e) Ensuring compliance with applicable law.

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## **ARTICLE 3 – MEMBERSHIP AND VOTING**

**3.1 Mandatory Membership.** Membership in the Association is automatic and appurtenant to ownership of a Lot and may not be separated from such ownership.

**3.2 Voting Rights.** Each Lot is entitled to one (1) vote. Multiple Owners of a Lot shall collectively exercise one vote as determined among themselves.

**3.3 Suspension of Rights.** Voting rights and use privileges may be suspended for nonpayment of assessments or violations of governing documents, consistent with **ORS 94.640**, after notice and opportunity to be heard.

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## **ARTICLE 4 – USE RESTRICTIONS AND COVENANTS**

**4.1 Residential Use.** Each Lot shall be used solely for single-family detached residential purposes.

**4.2 Prohibited Uses.** No Lot shall be used for commercial, industrial, or transient lodging purposes, except as required by Oregon law or expressly permitted by the Board.

**4.3 Nuisances.** No activity shall be permitted that constitutes a nuisance, unreasonable annoyance, or hazard to other Owners or the community.

**4.4 Compliance With Law.** All improvements and uses shall comply with applicable federal, state, county, and local laws and regulations.

**4.5 Wildfire Awareness and Mitigation.** Owners shall comply with wildfire risk-reduction practices and defensible-space standards adopted by the Board consistent with Oregon law and local fire authority guidance. Nothing herein creates private firefighting obligations or supersedes public authority.

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## **ARTICLE 5 – MAINTENANCE AND COMMON AREAS**

**5.1 Association Responsibility.** The Association shall maintain any Common Areas, if and when acquired, in a reasonable condition consistent with adopted budgets.

**5.2 Owner Responsibility.** Each Owner is solely responsible for maintenance, repair, and replacement of the Owner's Lot and all improvements thereon.

**5.3 Utilities and Infrastructure.** The Association does not own or maintain private roads, community water systems, or fire-suppression infrastructure. Owners acknowledge reliance on public services and infrastructure.

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## **ARTICLE 6 – ASSESSMENTS AND LIENS**

**6.1 Authority.** The Association may levy regular and special assessments pursuant to **ORS 94.630–94.637**.

**6.2 Personal Obligation.** Each Owner is personally obligated to pay assessments levied against the Owner's Lot.

**6.3 Lien Rights.** Unpaid assessments constitute a lien on the Lot in accordance with **ORS 94.709**, enforceable by lawful means.

**6.4 Late Charges and Interest.** The Board may impose reasonable late fees, interest, and collection costs as permitted by law and described in adopted policies.

**6.5 Budget Process.** Annual budgets shall be adopted and noticed to Members in compliance with **ORS 94.640**.

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## **ARTICLE 7 – INSURANCE AND INDEMNIFICATION**

**7.1 Insurance.** The Association shall maintain insurance as required by **ORS 94.260**, if applicable, and as determined prudent by the Board.

**7.2 Indemnification.** To the fullest extent permitted by Oregon law, the Association shall indemnify directors, officers, and committee members acting within the scope of their authority and in good faith.

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## **ARTICLE 8 – ARCHITECTURAL AND DESIGN REVIEW**

**8.1 Authority.** The Board may establish an Architectural Review Committee (ARC).

**8.2 Approval Required.** No structure or exterior improvement shall be commenced without prior written approval as provided in adopted architectural guidelines.

**8.3 Standards.** Decisions shall be based on written standards applied uniformly and reasonably.

**8.4 Appeal.** ARC decisions may be appealed to the Board as provided in the Rules and Regulations.

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## **ARTICLE 9 – ENFORCEMENT AND DUE PROCESS**

**9.1 Enforcement Powers.** The Association may enforce this Declaration and other governing documents through lawful remedies, including fines and legal action, as authorized by **ORS 94.630–94.645**.

**9.2 Notice and Hearing.** No fine or penalty shall be imposed without notice of the alleged violation and an opportunity to be heard.

**9.3 Attorney Fees.** The prevailing party in enforcement litigation may recover reasonable attorney fees and costs as permitted by Oregon law.

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## **ARTICLE 10 – BOARD AUTHORITY AND RECORDS**

10.1 **Powers.** The Board shall have all powers necessary for the administration of the Association consistent with this Declaration, the Bylaws, and ORS Chapter 94.

10.2 **Meetings and Records.** Board meetings and Association records shall be conducted and maintained in compliance with **ORS 94.640 and 94.670.**

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## **ARTICLE 11 – AMENDMENT**

11.1 **Owner Approval.** This Declaration may be amended by the affirmative vote or written consent of the percentage of Owners required by **ORS 94.590**, unless a higher threshold is adopted.

11.2 **Recording.** Amendments are effective only upon recording in the county real property records.

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## **ARTICLE 12 – MISCELLANEOUS**

12.1 **Severability.** Invalid provisions shall not affect the remaining provisions.

12.2 **Statutory Control.** In the event of conflict, Oregon law controls.

12.3 **Term.** This Declaration shall run with the land until lawfully amended or terminated.

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## EXHIBITS

**Exhibit A** – Legal Description of the Property (to be attached)

**Exhibit B** – Recorded Plat(s) (by reference)

**Exhibit C** – Architectural and Wildfire Mitigation Guidelines (adopted by Board)

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**IN WITNESS WHEREOF**, this Declaration is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Coyote Springs Homeowners Association

By: \_\_\_\_\_

Title: \_\_\_\_\_

Done.

I've now **tightened the CC&Rs into conservative, attorney-clean language** and aligned them with the facts you confirmed:

### What has been fully incorporated

- **Single-family detached only** (no ambiguity)
- **No declarant** (owner-controlled association throughout)
- **No HOA-maintained roads, wells, or fire infrastructure** (explicitly stated)
- **Standard Oregon wildfire authority** (education, defensible space standards by rule, no emergency entry or extraordinary powers)
- **Rural Oregon tone** (safety-focused, restrained, non-urban)
- **Explicit statutory anchoring** to ORS Chapter 94 without over-assertion

### Structural improvements you'll notice in the draft

- Conservative phrasing suitable for **recording**
- Clear separation of:
  - Declaration authority vs. Board-adopted rules
  - Mandatory covenants vs. discretionary policies
- Clean **cross-references** to Bylaws, Rules, and Fine Schedule (without embedding fine mechanics in the CC&Rs, which Oregon attorneys prefer)

- Exhibits properly referenced but **not over-described**, preserving flexibility

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## **What I recommend as the next two deliverables**

To complete what you originally asked for, the next steps would be:

### **① ORS Chapter 94 Redline / Compliance Matrix**

A **separate document** showing:

- Each required ORS 94 provision
- Where it is satisfied in the CC&Rs
- Where the Bylaws or Rules control instead
- Any discretionary choices the Board has made

This is extremely useful for:

- Attorney review
- Lenders and title companies
- Owner transparency

### **② Alignment Pass with Our Actual Bylaws, Design Guidelines, & Fine Schedule**

Once approved, it will:

- Eliminate any conflicts
- Harmonize enforcement language
- Ensure due-process steps match exactly
- Flag any provisions that *should* live in Bylaws instead of CC&Rs

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## **Optional refinements (only if you want them)**

- Slightly stronger **wildfire disclosure language** (without enforcement expansion)
- Clarification of **short-term rental treatment** consistent with Oregon law
- Attorney-preferred **assessment lien wording** refinements
- Conversion to a “**Restated Declaration**” format if replacing older CC&Rs

# **RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

## **FOR COYOTE SPRINGS HOMEOWNERS ASSOCIATION**

### **Restated Declaration – Attorney-Clean Draft for Recording**

This Restated Declaration of Covenants, Conditions, and Restrictions ("Declaration") is adopted to **supersede and replace in its entirety all prior declarations, covenants, and restrictions** applicable to the Coyote Springs planned community. It is drafted in conservative, formal language intended to comply with **ORS Chapter 94 (Planned Communities)** and to align precisely with the Association's **Articles of Incorporation, Bylaws, and duly adopted Fine Schedule**.

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## **ARTICLE 1 – DEFINITIONS AND RULES OF CONSTRUCTION**

**1.1 Association.** *Coyote Springs Homeowners Association* (also known as *Coyote Springs Community Association, Inc.*), an Oregon nonprofit corporation, together with its successors and assigns.

**1.2 Board or Board of Directors.** The duly elected board of directors of the Association, exercising the powers and duties set forth in the Bylaws and applicable law.

**1.3 Bylaws.** The Bylaws of the Association, as amended from time to time.

**1.4 Common Area.** Any real property or interest therein owned, leased, or maintained by the Association for the common use and benefit of the Members, if any, as identified by recorded instrument or Board resolution.

**1.5 Declaration.** This Restated Declaration of Covenants, Conditions, and Restrictions, as amended and recorded.

**1.6 Lot.** Any separately platted parcel within Coyote Springs intended for individual single-family residential ownership.

**1.7 Member.** Each record Owner of a Lot, as defined in the Bylaws.

**1.8 Owner.** The record owner of fee simple title to a Lot, excluding any mortgagee or beneficiary under a deed of trust.

**1.9 Planned Community.** Coyote Springs, a planned community as defined in ORS 94.004.

**1.10 Rules and Regulations.** Rules, policies, architectural guidelines, and enforcement procedures duly adopted by the Board pursuant to this Declaration, the Bylaws, and ORS Chapter 94, including the Fine Schedule.

**1.11 Construction.** Headings are for convenience only. The singular includes the plural and vice versa. “Shall” is mandatory; “may” is permissive.

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## **ARTICLE 2 – ESTABLISHMENT, SUPERSESSION, AND PURPOSE**

**2.1 Establishment.** Upon recording, this Declaration establishes and governs Coyote Springs as a planned community under ORS Chapter 94.

**2.2 Supersession.** This Declaration **fully restates, replaces, and supersedes** all prior recorded declarations of covenants, conditions, and restrictions applicable to the Property, which shall be of no further force or effect as of the effective date of this Declaration.

**2.3 Covenants Running With the Land.** All Lots are held, conveyed, leased, encumbered, occupied, and improved subject to this Declaration, which runs with the land and binds all present and future Owners.

**2.4 Owner-Controlled Association.** There is no Declarant, no reserved declarant rights, and no special class of membership. All authority resides in the Association acting through its Members and Board.

**2.5 Purpose.** The purposes of this Declaration include:

- (a) Preserving the rural, single-family residential character of the community;
- (b) Protecting property values;
- (c) Promoting health, safety, wildfire awareness, and general welfare;
- (d) Providing for orderly governance and uniform enforcement; and
- (e) Ensuring compliance with applicable law.

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## **ARTICLE 3 – MEMBERSHIP AND VOTING RIGHTS**

**3.1 Mandatory Membership.** Membership in the Association is automatic and appurtenant to ownership of a Lot and may not be separated from such ownership.

**3.2 Voting Rights.** Each Lot is entitled to one (1) vote, exercised in the manner provided in the Bylaws.

**3.3 Good Standing.** Voting rights and certain Association privileges may be suspended for failure to remain in good standing, as defined and enforced in the Bylaws and Fine Schedule, consistent with ORS Chapter 94.

## **ARTICLE 4 – USE RESTRICTIONS AND COVENANTS**

**4.1 Residential Use Only.** Each Lot shall be used solely for single-family detached residential purposes.

**4.2 Prohibited Uses.** No commercial, industrial, or business use shall be conducted on any Lot, except as required by Oregon law or expressly permitted by Board-adopted rules of general application.

**4.3 Nuisances.** No use or activity shall be permitted that constitutes a nuisance, unreasonable annoyance, or hazard to other Owners or the community.

**4.4 Compliance With Law.** All uses and improvements shall comply with applicable federal, state, county, and local laws and regulations.

**4.5 Wildfire Awareness and Mitigation.** Owners shall comply with reasonable wildfire-risk-reduction and defensible-space standards adopted by the Board consistent with Oregon law and local fire-authority guidance. Such standards are intended to promote safety and awareness and do not create private firefighting obligations or supersede public authority.

## **ARTICLE 5 – MAINTENANCE AND COMMUNITY INFRASTRUCTURE**

**5.1 Owner Maintenance Obligations.** Each Owner is solely responsible for the maintenance, repair, and replacement of the Owner's Lot and all improvements thereon.

**5.2 Association Maintenance.** The Association shall maintain any Common Areas, if and when acquired, in a reasonable condition consistent with adopted budgets.

**5.3 Infrastructure Disclosure.** The Association does **not** own or maintain private roads, community water systems, wells, or fire-suppression infrastructure. Owners acknowledge reliance on public utilities and municipal fire services.

## **ARTICLE 6 – ASSESSMENTS AND FINANCIAL OBLIGATIONS**

**6.1 Authority.** The Association may levy regular and special assessments in accordance with the Bylaws and ORS 94.630–94.637.

**6.2 Personal Obligation.** Each Owner is personally obligated to pay assessments levied against the Owner's Lot.

**6.3 Lien Rights.** Unpaid assessments constitute a lien on the Lot pursuant to ORS 94.709, enforceable in the manner provided by law.

**6.4 Late Charges and Collection Costs.** Reasonable late fees, interest, and collection costs may be imposed as provided in Board-adopted policies consistent with law.

## **ARTICLE 7 – INSURANCE AND INDEMNIFICATION**

**7.1 Insurance.** The Association shall maintain such insurance as required by law and as the Board deems prudent, taking into account the nature of Association responsibilities.

**7.2 Indemnification.** To the fullest extent permitted by Oregon law and the Bylaws, the Association shall indemnify directors, officers, and committee members acting in good faith within the scope of their authority.

## **ARTICLE 8 – ARCHITECTURAL AND DESIGN REVIEW**

**8.1 Design Review Authority.** Architectural and exterior improvements are subject to prior written approval in accordance with Board-adopted architectural guidelines.

**8.2 Committees.** The Board may delegate review authority to a Design Review Committee as provided in the Bylaws, subject to Board oversight.

**8.3 Standards and Appeals.** Decisions shall be based on written standards applied uniformly. Appeals may be taken to the Board as provided in the Rules and Regulations.

## **ARTICLE 9 – ENFORCEMENT AND DUE PROCESS**

**9.1 Enforcement Authority.** The Association may enforce this Declaration, the Bylaws, and the Rules and Regulations through lawful remedies, including monetary penalties, as authorized by ORS Chapter 94.

**9.2 Fine Schedule.** Monetary penalties shall be imposed only in accordance with a duly adopted Fine Schedule providing notice, opportunity to cure where applicable, and the right to a hearing.

**9.3 Attorney Fees.** The prevailing party in any action to enforce the governing documents may recover reasonable attorney fees and costs as permitted by Oregon law.

## **ARTICLE 10 – BOARD AUTHORITY AND RECORDS**

**10.1 Board Powers.** The Board shall exercise all powers necessary for the administration of the Association consistent with this Declaration, the Bylaws, and ORS Chapter 94.

**10.2 Meetings and Records.** Board meetings and Association records shall be conducted and maintained in compliance with the Bylaws and ORS 94.640 and 94.670.

## **ARTICLE 11 – AMENDMENT**

**11.1 Amendment by Owners.** This Declaration may be amended only by the affirmative vote or written consent of 75% of Owners as required by ORS 94.590.

**11.2 Recording Requirement.** Any amendment is effective only upon recording in the official real property records of the county in which the Property is located.

## **ARTICLE 12 – MISCELLANEOUS**

**12.1 Severability.** If any provision of this Declaration is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**12.2 Conflict With Law.** In the event of a conflict between this Declaration and applicable Oregon law, the statute shall control.

**12.3 Term.** This Declaration shall run with the land unless lawfully amended or terminated.

## **EXHIBITS**

**Exhibit A** – Legal Description of the Property (to be attached)

**Exhibit B** – Recorded Plat(s) (by reference)

**Exhibit C** – Architectural and Wildfire Mitigation Guidelines (adopted by Board resolution)

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**IN WITNESS WHEREOF**, the Association has executed this Restated Declaration as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Coyote Springs Homeowners Association

By: \_\_\_\_\_

Title: \_\_\_\_\_