

DECLARATION OF PROTECTIVE COVENANTS (AMENDED APRIL, 2008)

The declaration of Protective Covenants is made as of this day of , 200 , by Linda Brown, Robert A. Marshall, and Carolyn F. Marshall (Grantors).

Recitals

- A. Grantors own a parcel of real property (the Property) located in Rio Arriba County, New Mexico, the Legal Description of which is as follows:

All of that certain parcel of land, identified as "JINX'S PARK NORTH 67.96 ACRES", as shown on plat entitled "PLAT OF 35-ACRE DIVISION OF JINX'S PARK FOR MUNDY RANCH, INC. A PORTION OF THE HISTORIC ENRIQUE ABEYTA TRACT LYING SOUTH OF THE VILLAGE OF CHAMA WITHIN THE TIERRA AMARILLA GRANT...", filed in the office of the County Clerk, Rio Arriba County, New Mexico, on December 15, 2004, in Plat Book E1, page 185.

- B. To ensure the best use and most appropriate development and improvement of the Property, to protect the owners of any portion of the Property against the improper use of the Property as will depreciate the value of the Property, to preserve so far as practicable, the natural beauty of the Property, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to ensure the highest and best development of the Property, to encourage and secure the erection of attractive dwellings thereon the appropriate location thereof, the Property is hereby subject to the conditions, covenants, restrictions, reservations and easements hereby declared, which will run with the land.

NOW, THEREFORE, Grantors do hereby declare that all of the Property shall be subject to the following covenants, conditions, restrictions, and easements, which shall run with the title to the Property and be binding upon and inure to the benefit of all parties having any right, title or interest in or to the Property, or any part thereof.

ARTICLE 1 – DEFINITIONS

- 1.1 THE PROPERTY refers to the real property described above and such additions and annexed property as may hereafter be brought within the jurisdiction of this Declaration.
- 1.2 DECLARATION refers to this Declaration of Protective Covenants, as the same may hereafter be amended or modified from time to time pursuant to Article 4 herein.
- 1.3 OWNER or OWNERS refers to the record Owner(s) of fee simple title to any portion of the Property, including real estate contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.4 PERMITTEE or PERMITTEES refers to all Owners and their agents, contractors, invitees, and licensees.
- 1.5 PERSONS means and includes individuals, joint ventures, partnerships, firms, associations, limited liability companies, corporations, and any other form of business entity.
- 1.6 IMPROVEMENTS means any building, barn, fence, wall, structure, road, lighting, wells, drainage areas, utility transmission equipment and facilities, outbuildings, guest house, addition, patio, deck, swimming pool, tennis court, parking area, garage, curb, walk, flagpole, antenna, satellite dish, solar collectors, landscaping or vegetation.
- 1.7 ASSOCIATION means the Landings at Chama Association, a New Mexico non-profit organization , and any successor association.

- 1.8 BOARD means the Board of Directors of the Association and the governing body of any successor association.
- 1.9 COMMON AREAS means all portions of the Property now or hereafter owned by the Association, or which are now or hereafter intended and designated for either the exclusive, or non-exclusive, common use by the Owners, and their guests and invitees, for recreational or other purposes.
- 1.10 COMMON EASEMENTS means all portions of the Property over which easements have been or are hereafter granted for either the exclusive, or non-exclusive, common use of the Owners, and their guests and invitees, for vehicular, pedestrian, bicycle, and/or equestrian access designated on the Plats as such easements.
- 1.11 COMMON FACILITIES means any and all structures and improvements now or hereafter constructed and located within the Common Areas or Common Easements which are owned by the Association, or are intended and designated for common use by the Owners, and their guests and invitees, for recreational or other purposes, including but not limited to any common entrance gates, common mailboxes, picnic tables, picnic shelters, ponds, check dams, etc.
- 1.12 LOT means each and every legally platted Lot, parcel and tract of real estate improved or unimproved, now or hereafter, located within and comprising a portion of the Property.
- 1.13 REVIEW COMMITTEE means the architectural review committee established pursuant to Section 2.5.
- 1.14 RULES means the rules regulating the use and enjoyment of the Common Easements and Common Facilities, from time to time adopted by the Board, and in effect, pursuant to the authority granted by this Declaration.

ARTICLE 2 – COMMON USAGE AND DEVELOPMENT RESTRICTIONS

- 2.1 Uses
 - 2.1.1 Lots containing less than ten (10) acres shall be used primarily for single-family detached residential purposes. Lots containing ten (10) acres or more may be used for recreational (including hunting), noncommercial ranching and agricultural purposes, including the raising of crops, orchards, horticulture, animal husbandry, and/or poultry, in addition to single family residential purposes. Discharging of firearms larger than .22 caliber is prohibited on Lots less than ten (10) acres.
 - 2.1.2 Except for noncommercial ranching and agricultural uses of and activities on lots containing ten (10) acres or more, no business or commercial activity of any nature shall be conducted upon or from any Lot, except as otherwise provided below in this Paragraph. So-called “home occupations” shall be permitted on a Lot if the activity associated with such occupation does not result in any significant traffic to the Lot by persons who are not occupants of the dwellings on the Lot, or otherwise interfere with or disturb the occupants of other Lots.
- 2.2 Permitted Structures. All development, construction, maintenance, renovation, modification and rebuilding of all improvements shall be consistent with, and governed by applicable law. No structure shall be erected, altered, placed or permitted to remain on any Parcel other than: a single family residence; a guest house; a studio; a noncommercial garage (attached or unattached); a barn; a car port or cover; a storage shed; a generator shed; a well house; a greenhouse; and other improvements incidental to the allowed use of the Parcel and not otherwise restricted by this Declaration. All of the above shall be of the same general style and color as the main single-family residence. The owners shall maintain the interiors of all Carports in a neat, clean and sightly condition. No carport shall be used for storage; and no construction power equipment, hobby shops, or carpenter shops shall be maintained in any carport. All roofs, aluminum doors, windows or arcadia doors must be anodized in a natural earth-tone color or approved in advance by the Architectural Control Committee. Modular or prefabricated homes shall be allowed on Parcels, provided they comply with the remaining provisions of this Declaration.
- 2.3 Prohibited Structures. No mobile home, single or double wide house trailer, geodetic domes, or similar structure shall be kept, placed, or permitted to remain on any Lot at any time. No tent or recreational vehicle shall at any time be used as a permanent residence on a Lot. A tent or recreational vehicle, however, may be temporarily located on a Lot and occupied for not more than ninety (90) nights per year (e.g. used for “camping” on a Lot). Recreational vehicles (motor homes, travel trailers, etc.) used solely by the owner may be kept on any Lot provided it is maintained in a neat, clean, and sightly condition, screened from public view and providing that an

existing home is present on the same Lot. All tents, vehicles, and other camping equipment must be removed at the end of each camping period. Modular or prefabricated homes shall be allowed on Lots, provided they comply with the remaining provisions of this Declaration. No streetcars, railroad cars, buses, inoperative vehicles or similar vehicles or vehicle bodies shall be allowed or be used, stored, kept or maintained on any portion of any Lot. Construction is limited to one single-family dwelling and related outbuildings per 3 acres, and no Lot shall be subdivided or split into any tract of less than 3 acres subject to a maximum of three such divisions per original lot.

- 2.4 Architectural Style and Construction of Structures. Any and all structures constructed and located on a Lot shall be based upon, but need not adhere strictly to "Swiss Chalet," "A-Frame," "Log Cabin," "Ranch" or "Northern New Mexico" architectural styles. The exterior color of all structures shall be predominantly earth or natural tones. No metal-sided house, barn, garage, storage building or other structure may be placed or erected on a Lot. Metal roofs, however, are allowed. The main residential structure shall not be less than 1500 square feet in total area. All exterior construction, including the final exterior finishes; paint, trim, etc. shall be fully completed within twenty-four (24) months after commencement of construction. All exterior construction shall be conducted during the hours of 7:00 am to 7:00 pm.

2.5 Review Committee

- 2.5.1 Composition. A Review Committee for the Association is hereby established and shall consist of three (3) persons. The initial members of the Review Committee are:

Position 1: Robert A. Marshall, Chairman

Position 2: Linda Brown

Position 3: Carolyn F. Marshall

During the first three (3) years after the date of recordation of this Declaration, or until Grantors relinquish in writing their right to appoint members of the Review Committee, whichever is earlier, the members of the Review Committee shall serve at the pleasure of the Grantors, who shall have the right to appoint, reappoint and discharge members of the Review Committee, at will. Upon the expiration of such three (3) years, the Board shall elect the three (3) members of the Review Committee who shall then serve for the following terms:

Position 1: Three (3) years

Position 2: Two (2) years

Position 3: One (1) year.

Upon the expiration of the term of each of the Review Committee members initially elected by the Board, the Board shall elect a successor to such position, who shall serve for a period of three (3) years, such that the terms of the Review Committee members are staggered. A Review Committee member shall serve until his/her term expires; the member resigns or is unable to serve, or the member is removed in the manner provided for the removal of members of the Board in the Bylaws of the Association. Any vacancy in the Review Committee occurring before the end of a term shall be filled by a person elected by the Board. The affirmative vote of a majority of the members of the Review Committee shall be required for approval of any matter; provided, however that a majority of the members of the Review Committee may designate one member to act on behalf of the Review Committee.

- 2.5.2 Submittal "Requirements. Before anyone shall commence the erection, installation, construction, reconstruction, remodeling, or material alteration of, or material addition to, any improvement or structure of whatsoever nature on a Lot, including but not limited to, a fence, wall, entrance gate, roadway, utilities, etc., they shall submit for approval to the Review Committee plans and specifications, or other written description, clearly showing or describing the nature of the work proposed and the location thereof, as shall enable the Review Committee to evaluate whether the proposed construction, alteration, installation, etc., will comply with terms and provisions of this Declaration. No erection, installation, construction, reconstruction, remodeling, or material alteration of, or material addition to, any improvement or structure of whatsoever nature, including but not limited to a fence, wall, entrance gate, roadway, utilities, etc., shall be commenced unless and until the plans and specifications or other description submitted to the Review Committee shall have received the approval of the Review Committee. The Review Committee shall approve or disapprove, in writing, the plans and specifications or other description submitted to it within thirty (30) days after receipt. If the Review Committee shall fail to approve or disapprove the

plans and specifications within thirty (30) days after receipt of the necessary plans and specifications or other description, then approval shall be deemed given, provided that any work proposed to be done shall be done in a manner which does not violate any of the terms and provisions of this Declaration. During construction the Review Committee shall have the right to periodically review progress of the work to ensure its compliance with the approved plans and specifications, or other written description of the work.

- 2.5.3 Approval Standards. The Review Committee shall have the right to disapprove any plans and specifications or other written descriptions submitted to it for any one or more of the following reasons:
- (i) If the plans and specifications or other written descriptions are not in sufficient detail, or are incomplete.
 - (ii) If, in the opinion of the Review Committee, the architectural design, location, size, etc., of the proposed improvements, as shown by the plans and specifications or other written description, are not in compliance with all requirements and provisions of this Declaration.
- 2.5.4 Liability. Neither the Review Committee, the Board, or the Grantors shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of:
- (i) The reasonable approval, conditional approval or disapproval of any plans, drawings, and specifications, whether or not defective.
 - (ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or,
 - (iii) The development or manner of development of any property within the Property. By the acquisition of title to any Lot in the Property, and in consideration thereof, each Owner thereby waives any right, and agrees not to file suit against the Review Committee, the Board, or any member thereof, to recover damages in connection with any of the foregoing events.
- 2.5.5 Appeal of Review Committee Action. An Owner may appeal a Review Committee action to the Board by requesting, in writing delivered to the President of the Association, a hearing before the Board. Upon such a request, the Board shall schedule a special meeting, pursuant to the Bylaws of the Association, no later than twenty (20) days from the date of the Board's receipt of such a request. At such special meeting, the Owner's evidence will be heard, and the Board will decide whether or not to uphold the Review Committee's decision.
- 2.6 Setbacks. Except for entrance gates and appurtenant walls and fences allowed pursuant to Paragraph 2.7 below, no portion of any building or structure, including porches, yard walls, yard fences, tanks, etc. shall be located, and no vehicle, trailer, equipment, property or items of any kind shall be parked or left stored, whether or not covered, nearer than twenty (20) feet to any boundary line of a Lot.
- 2.7 Fences and Walls. It is the intent of the Grantors to preserve an open and unobstructed terrain, generally free of fences and walls. Accordingly, Owners shall not fence or wall any portion of the perimeter or boundary of a Lot, except for (i) those boundaries along the exterior boundaries of the Property and (ii) entrance gates, and fences and walls appurtenant to and in the area of, such entrance gates (e.g. fences along the roadway frontage of a Lot). Interior fences or yard walls, located around the structure on a Lot (i.e., to enclose a yard, garden or the like), are allowed, provided that such fences and walls (i) shall not exceed eight (8) feet in height, and (ii) comply with the setback requirements set forth in Paragraph 2.6 above.
- 2.8 Driveways and Landscaping. All driveways shall be surfaced by the Owners of a Lot with gravel or other material to prevent dust and shall be maintained so as to reduce erosion and eliminate unsightly conditions. Adequately sized culverts (at least 12") shall be installed where the driveway meets the roadway where conditions require. Any landscape improvements made to any Lot must be made in harmony with the existing native landscape.
- 2.9 Nuisance. No Lot shall be used for the storage or maintenance of any property, animal or thing that will cause such Lot to appear in an unclean or untidy condition or that will be visually offensive or obnoxious, toxic, dangerous, or unhealthy, and no property, animal or thing may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will

disturb the peace, quiet, comfort, or serenity of any occupant of a Lot or user of the Common Areas or Common Easements.

- 2.10 Stored Items. All clothes lines, mechanical and other equipment, wood piles, campers, horse trailers, extra automobiles, boats and boat trailers, travel trailers, recreational vehicles and similar vehicles shall be located and kept on a Lot in a neat and attractive manner, in unexposed yards and only when screened from the view of all adjacent Lots. Parking of vehicles on the street or street shoulders shall be limited to guests of Lot Owners and shall be temporary in nature.
- 2.11 Storage Tanks. No elevated tanks of any kind, including tanks for the storage of water, liquefied petroleum gas and fuel oil, gasoline, or oil shall be erected, placed or permitted on a Lot, unless screened by vegetation, walls or fences from view from other Lots, the Common Areas and Common Easements.
- 2.12 All extensions of utilities shall be underground at all locations. No electrical or telephone lines shall be maintained above ground.
- 2.13 Exterior Lights. All exterior lights on a Lot must be located so as not to be directed toward surrounding Lots, the Common Areas or the Common Easements. Bright, glaring lights on rooftops, poles, walls or elsewhere are prohibited. Any exterior lighting installed on any Lot shall be indirect or of such controlled focus and intensity as not to disturb the residents of other Lots. No lights mounted on a pole or otherwise suspended more than ten feet (10') above the ground and designed to illuminate an area from dusk to dawn shall be placed on a Lot.
- 2.14 Billboards and Signs. No sign, billboard or advertisement of any kind, other than one entrance sign containing the name of the residents and address of the Lot, and one "For Rent" or
- 2.15 "For Sale" sign, both to be of reasonable size, shall be erected or maintained on any Lot.
- 2.16 Antennas, Wind Generators, and Towers. No exterior antenna of any sort, including television antennas and satellite dishes, over five (5) feet above the highest roofline of the Lot shall be installed or maintained on any Lot. No radio or television transmission towers shall be erected, placed or permitted in the Property. Exceptions may, in some circumstances, be granted by the Review Board.
- 2.17 Animals and Horses. Subject to the provisions below, only recognized household pets and horses in reasonable numbers may be kept on lots containing less than ten (10) acres for noncommercial purposes. No animals may be kept on a Lot, of any size, in any manner or number which is a nuisance or offensive to the occupants of neighboring Lots, whether by reason of noise, habits, odors or otherwise. No horses may be kept on Lots containing less than ten (10) acres. On Lots containing more than ten (10) acres, the number of horses allowed on such Lots shall be limited to two (2) horses for each full five (5) acres contained within such Lot, provided the "nuisance" portions of this Declaration are not violated. All allowed horses must be kept in a stable and/or corral area when not being ridden. Other livestock, animals and poultry may be kept on Lots containing ten (10) acres or more, provided the "nuisance" portions of this Declaration are not violated. All livestock, animals and poultry must be kept in a stable, pen and/or corral area.
- 2.18 Tennis Courts and Swimming Pools. Tennis courts and swimming pools will be permitted only if, in the judgment of the Architectural Review Committee, after proper application, the proposed tennis court or pool is not detrimental to the view from surrounding properties and does not materially interfere with the harmonious and orderly development of the Property or necessitate unreasonable destruction to the natural growth and terrain of the Property.
- 2.19 No Access to Adjoining Properties. Except as permitted by existing easements, no Lot Owner shall grant any access or utility easement to, or permit access by, the owners of property outside the Property, across that Owner's Lot. Grantors reserve the right to grant easements and rights-of-way in, through, under, over, across, and upon all of the Common Areas and Common Easements, and all Lots of which they are the Owner, for the installation, construction, operation, maintenance, inspection, repair, and replacement of lines and appurtenances for public or private water, sewer, drainage, telephone, cable television, gas, power, or other utilities. Grantors reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the Property.
- 2.20 Minimum Lot Size. No Lot within the Property shall contain less than three (3) acres.

ARTICLE 3 – COMMON AREAS, COMMON EASEMENTS AND COMMON FACILITIES: RIGHTS; USES; AND RESTRICTIONS

- 3.1 Common Areas, Easements and Facilities. Subject to the reservations and limitations hereinafter

set forth, every Owner shall have a non-exclusive easement of use and enjoyment in common with other Owners in and to the Common Areas, Common Easements and Common Facilities, including the right to use and enjoy the Common Areas, Common Easements and Common Facilities for recreational purposes, including but not necessarily limited to hiking, horseback riding, bird watching, bicycling, picnicking, fishing, and swimming. Such easement of use and enjoyment shall be appurtenant to and shall automatically pass with, and shall not be severed from, the title to a Lot. An Owner may delegate his or her easement of use and enjoyment to the Common Areas, Common Easements and Common Facilities to family members, tenants, etc., who reside on and are occupying the Owner's Lot.

- 3.1.1 Common Areas, Common Easements and Common Facilities shall not be open to public use, but shall be available to, and for use by, all Owners, and their family members and tenants residing on and occupying the Owner's Lot, and a reasonable number of guests and invitees, subject (i) to the right of the Association, acting through the Board to regulate such use of the Common Areas, Common Easements and Common Facilities pursuant to the Rules, (ii) the right of the Association to suspend the right of an Owner (and such Owner's guests, invitees and tenants) to use the Common Areas and Common Facilities for any period during which any assessment levied by the Association against the Owner's Lot remains unpaid, or for a reasonable period for any infraction of the Bylaws, Rules or this Declaration, as amended from time to time, (iii) the right of the Association to limit the use of the Common Areas, Common Easements and Common Facilities by non-Owners, as the Association deems appropriate, and the right of the Association to limit the number of guests of Owners using the Common Areas, Common Easements and Common Facilities.
- 3.1.2 The Association shall have the right, power and responsibility to improve, maintain, repair, replace, etc. the Common Areas, Common Easements and Common Facilities, including, but not necessarily limited to, the right to:
 - 3.1.2.1 Subject to the limitations of Paragraph 3.1.3.3, install, use, maintain and repair picnic areas, and, in connection therewith, construct, install, use, maintain repair and replace picnic tables, picnic shelters, barbeque pits, and other recreational structures, improvements and developments, and access roadways thereto.
 - 3.1.2.2 Maintain, repair and replace all existing roadways and pedestrian, bicycle, and equestrian trails, and, subject to the limitations of Paragraph 3.1.3.3 install new pedestrian, bicycle, and equestrian trails.
 - 3.1.2.3 Maintain, repair and replace existing water ponds and related improvements, and construct, install, maintain, repair and replace one or more additional water pond and related improvements, in appropriate locations on the Common Area.
 - 3.1.2.4 There shall be no improving, maintaining, repairing, replacing, etc of Common Areas, Common Easements or Common Facilities, except by and through the Association, and except for the installation of underground utilities and driveways to individual Lots.
- 3.1.3 The Association shall conserve and maintain the open space character, wildlife habitat, recreational opportunities, and scenic qualities of the Common Areas and Common Easements. Operation of snowmobiles, all terrain vehicles, and motorcycles is limited to designated trails and roads only. Designation of trails will be by the Association.
- 3.1.4 The Association shall have the right to control access to the Common Areas, Common Easements and Common Facilities, however, the Association shall not impair the Owners' right of access to their Lots.
- 3.1.5 Each Owner shall be liable to the Association for all damage to the Common Areas, Common Easements and Common Facilities, caused by such Owner, his invitees, licensees, tenants, etc.
- 3.1.6 The rights of the Association and the Owners to the Common Areas and Common Easements shall be subject to the following easement and encroachment rights. Each Owner of a Lot served by utility connections, lines or facilities, including, but not limited to, those for water, telephone, and electrical services, shall have the right, and is hereby granted a non-exclusive easement, to the full extent necessary to enter upon the Common Areas and Common Easements and/or to have utility companies enter upon the Common Areas and Common Easements where such connections, lines or facilities or any portion thereof may lie, to repair, replace and generally maintain the same. Whenever utility connections, lines or facilities installed within the Property serve more than one

Lot, the Owner of each Lot served hereby shall be entitled to the full use and enjoyment of the portions thereof which service his Lot.

ARTICLE 4 – THE ASSOCIATION

- 4.1 The Association. The Association will be formed as a non-profit, unincorporated association called The Landings at Chama Association. The Association's affairs shall be governed by the laws of the State of New Mexico, and to the extent not inconsistent therewith, by these Declarations and the Bylaws of the Association.
- 4.1.1 The President and Secretary of the Association, or any two (2) members of the Board of Directors, may, execute, acknowledge and record a certificate of identity, stating the names of all of the members of the then current Board. The most recently recorded certificate shall be conclusive evidence of the identity of the persons then composing the Board in favor of any person relying thereon in good faith.
- 4.1.2 The affairs of the Association shall be managed by the Board of Directors, which shall exercise all all of the rights and powers and perform all of the duties and responsibilities set out in this Declaration and the Bylaws of the Association.
- 4.1.3 The Board shall, from time to time make, establish, promulgate, amend, and repeal the Rules. The Board shall prepare an annual operating statement reflecting the money received by the Association and the expenditures of the Association for each fiscal year, and shall distribute such statement to each member. The Association shall take such action as may reasonably be necessary to enforce or carry out the purposes of this Declaration and the Rules.

ARTICLE 5 – ASSESSMENTS

- 5.1 Mutual Covenants to Pay Assessments. Each Owner, by acceptance of a deed to a Lot or real estate contract for the purchase thereof, covenants and agrees with each other Owner and with the Association, to pay all assessments levied by the Association, as provided under this Declaration and the Bylaws, whether or not such covenant is contained in such deed or contract or other conveyance.
- 5.2 Lien for Non-Payment of Assessments Expenses. All sums assessed and fines imposed by the Association, including, without limitation, general assessments, special assessments, assessments for violations of this Declaration, the Bylaws or Rules, together with reasonable costs and any attorney's fees incurred in connection with the collection thereof, chargeable to any Lot or its Owner, shall constitute a continuing lien on such Lot, from the date of assessment until paid.
- 5.2.1 If any assessment or other charge shall remain unpaid for thirty (30) days after the due date thereof, then a late fee of \$100 shall be assessed and be due and owing and the unpaid assessment or charge shall bear interest at a rate equal to ten percent (10%) per annum, commencing on the date such assessment or charge was due, until the date paid.
- 5.2.2 In any suit for collection or foreclosure of such lien, the Owner shall be required to pay the costs and expenses of such proceeding, all reasonable costs of collections and all reasonable attorney's fees. The Owner shall also be required to pay to the Association any assessment due for the Lot during the period of foreclosure. The Board shall have the power to bid on the Lot at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.
- 5.2.3 Any person or entity holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment due with respect to such Lot, and upon such payment such holder of such lien shall have a lien on such Lot of the same rank as the lien of his encumbrance for the amounts paid.
- 5.2.4 The Association shall give written notice to the Owner, and the holder of any lien on such Lot who Provides a written request for the same to the Association, of any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.
- 5.3 Personal Debt of Owner. Any assessment or charge against a Lot shall be the personal and Individual debt of the Owner thereof at the time the assessment is made. Suit to recover money judgment for unpaid assessments or charges shall be maintainable without foreclosing or waiving the lien securing same.
- 5.4 Joint Liability for Assessments Upon Transfer of Lot. The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the Lot at the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

- 5.5 No Waiver of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, Common Easements or Common Facilities, by abandonment of his or her Lot, or by any other means whatsoever.

ARTICLE 6 – DUTIES AND RESPONSIBILITIES OF OWNERS

- 6.1 Owner's Responsibility to Repair. Each Owner shall be responsible for the maintenance and repair of his Lot and all structures located thereon, including, without limitation, the exterior of and areas surrounding the structures, the glass doors, windows and screens, the plumbing, electrical, heating and other systems servicing the structures, the parking areas, water laterals serving the Lot to the junction of the lateral with the utility line in the street, the structure's exterior surface and roof, including painting and surfacing, and for the prompt rebuilding of the structure in the event of partial or complete destruction. All maintained areas shall be kept in clean and orderly condition.
- 6.2 Maintenance of Landscaping. Each Owner shall maintain the landscaping of his Lot in a neat and attractive manner. All grass, mass plantings and other plantings shall be mowed, trimmed and cut as necessary at regular intervals.
- 6.3 Observance of Responsibilities. Each Owner shall comply with the provisions of this Article 6 and will cause the Owner's family, agents, guests, contractors, employees and any person renting or leasing the Owner's lot to do likewise.
- 6.4 Rights of Action. The Association and each Owner shall have a right of action against Owners for failure to comply with the provisions of this Article 6 of the Declaration. In addition to any other enforcement rights, if an Owner fails to fulfill his maintenance responsibilities, after reasonable notice from the Association and an opportunity for the Owner to cure such failure, the Association may enter the Lot and perform such maintenance. The Board shall be entitled to recover all costs, expenses and reasonable attorney's fees incurred in the enforcement of this Article 6, and the same shall constitute a special assessment against such Lot.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by a party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and any Owner shall be entitled to recover all costs, expenses and reasonable attorney's fees incurred in the enforcement of the provisions of this Declaration.
- 7.2 Notices. Any notices required or permitted under this declaration shall be delivered to the Respective addressee or deposited in the United States Mails, postage⁴ prepaid, certified or registered mail, return receipt requested, addressed to the Owners at the respective addresses as shown in records maintained by the Association.
- 7.3 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 7.4 Binding Effect; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that Owners holding at least seventy-five percent (75%) of the voting power of the Association may, by executing, and acknowledging an appropriate instrument, at any time, change, amend, modify or revise any of said restrictive covenants, with respect to all or any portion of the Property, except as prohibited herein. Every amendment must be recorded in the Office of County Clerk, Rio Arriba County, New Mexico.
- 7.5 Binding Effect. The Declaration shall be binding upon and shall inure to the benefit of Grantor, the Owners, and their respective heirs, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, GRANTORS HAVE EXECUTED THIS DECLARATION THIS
DAY OF 200

GRANTORS' SIGNATURES

NOTORIZED

