

# WHITE MOUNTAIN MEADOWS UNIT 1, UNIT 2

AND

FIRST ADDITION TO

# WHITE MOUNTAIN ESTATES UNIT 3

RUIDOSO, LINCOLN COUNTY, NEW MEXICO

BEING A PART OF THE SE1/4 SW1/4, SW1/4 SE1/4, OF SECTION 2  
AND THE  
W1/2 NE1/4, NW1/4, OF SECTION 11  
TOWNSHIP 11 SOUTH, RANGE 13 EAST, NMPM.  
MAY 1982 93711 ACRES

## DEDICATION

STATE OF NEW MEXICO } ss  
COUNTY OF LINCOLN }

KNOW ALL MEN BY THESE PRESENTS THAT WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., A NEW MEXICO CORPORATION, IS THE RECORD OWNER AND PROPRIETOR OF THE LANDS SHOWN ON THIS PLAT, WHICH LANDS CONSTITUTE A PART OF THE SE1/4 SW1/4, SW1/4 SE1/4, OF SECTION 2, AND THE W1/2 NE1/4, NW1/4, OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 13 EAST, NMPM, LINCOLN COUNTY, NEW MEXICO. SAID OWNER AND PROPRIETOR DOES HEREBY GIVE SAID LANDS TO BE SUBDIVIDED AND PLATTED AND DOES HEREBY DESIGNATE SAID SUBDIVISION AS "WHITE MOUNTAIN MEADOWS, UNIT 1 AND UNIT 2 AND FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 3, RUIDOSO, LINCOLN COUNTY, NEW MEXICO."

NO COMMON AREA IS PLATTED IN WHITE MOUNTAIN MEADOWS, UNIT 1 OR IN FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 3. WITHIN WHITE MOUNTAIN MEADOWS, UNIT 1, TWO SPECIFIC TRACTS ARE DESIGNATED AS COMMON AREA. THE AREA ADJACENT TO SITE 1 THROUGH SITE 58, WITHIN THE BOUNDARIES OF THE TRACT CONTAINING SITE 1 THROUGH SITE 58 IS DESIGNATED AS A LIMITED COMMON AREA FOR THE INDIVIDUAL HOMEOWNER PROJECTS. THIS COMMON AREA IS SPECIFICALLY FOR SITE 1 THROUGH SITE 58 AND IS SEPARATE AND DISTINCT FROM THE WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION COMMON AREA WHICH IS FOR THE USE AND BENEFIT OF ALL OF THE OWNERS OF REAL ESTATE IN ALL UNITS OF WHITE MOUNTAIN MEADOWS.

WITHIN WHITE MOUNTAIN MEADOWS, UNIT 3, SECOND STORY DECKS AND BUILDING ENTRANCES MAY ENCRoACH INTO THE COMMON AREA A MAXIMUM OF FIVE FEET. IN THE EVENT A MULTIFAMILY BUILDING WALL OR FOUNDATION ENCRoACHES FROM ONE PARCEL ONTO ANOTHER PARCEL, DESPITE EFFORTS TO AVOID THIS ENCRoACHMENT, THERE IS HEREBY DESIGNATED AN EASEMENT FOR THE AMOUNT OF ENCRoACHMENT, SAID EASEMENT TO BE BINDING ON THE PARCEL TO WHICH THE ENCRoACHMENT OCCURS.

SAID OWNER AND PROPRIETOR DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS (EXCEPT THOSE NOTED AS PRIVATE STREETS), AND EASEMENTS AS ENCRoACHMENT.

IN WHITE MOUNTAIN MEADOWS, UNIT 2, AND IN FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 3, A 7.5 FOOT WIDE UTILITY EASEMENT IS DESIGNATED ON ALL SIDE AND REAR LOT LINES. IN WHITE MOUNTAIN MEADOWS, UNIT 1, A BLANKET UTILITY EASEMENT IS DESIGNATED OVER THE COMMON AREA FOR SITE 1 THROUGH SITE 58. SAID EASEMENT BEING LOCATED AS REQUIRED TO COVER EXISTING AND FUTURE UNDERGROUND UTILITIES. ONLY THOSE EASEMENTS AS SPECIFICALLY PLATTED HEREIN IN THE WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION COMMON AREA. IN WHITE MOUNTAIN MEADOWS, UNIT 2, AND IN FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 3, IF SEVERAL CONTIGUOUS LOTS ARE DEVELOPED FOR USE AS ONE LOT, THE SIDE LOT LINE EASEMENTS FOR THE INTERIOR LOT LINES SHALL NOT APPLY.

THIS PLAT IS MADE IN ACCORDANCE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF.

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.  
A NEW MEXICO CORPORATION

WITNESSED BY ME, SECRETARY  
WILLIAM D. MCGRATH, SECRETARY

WITNESSED BY ME, PRESIDENT  
DOUGLAS L. MCBRIDE, PRESIDENT

## ACKNOWLEDGMENT

STATE OF NEW MEXICO } ss  
COUNTY OF LINCOLN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF May, 1982, BY DOUGLAS L. MCBRIDE, PRESIDENT OF WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., A NEW MEXICO CORPORATION ON THE BEHALF OF SAID CORPORATION.

MY COMMISSION EXPIRES: 8/8/84

OFFICIAL SEAL  
Notary Public - New Mexico  
NOTARY PUBLIC - NEW MEXICO  
NOTARY GONE FILED WITH SECRETARY OF STATE  
My Commission Expires: 8/8/84

APPROVAL BY VILLAGE OF RUIDOSO OFFICIALS

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 3 DAY OF May 1982.

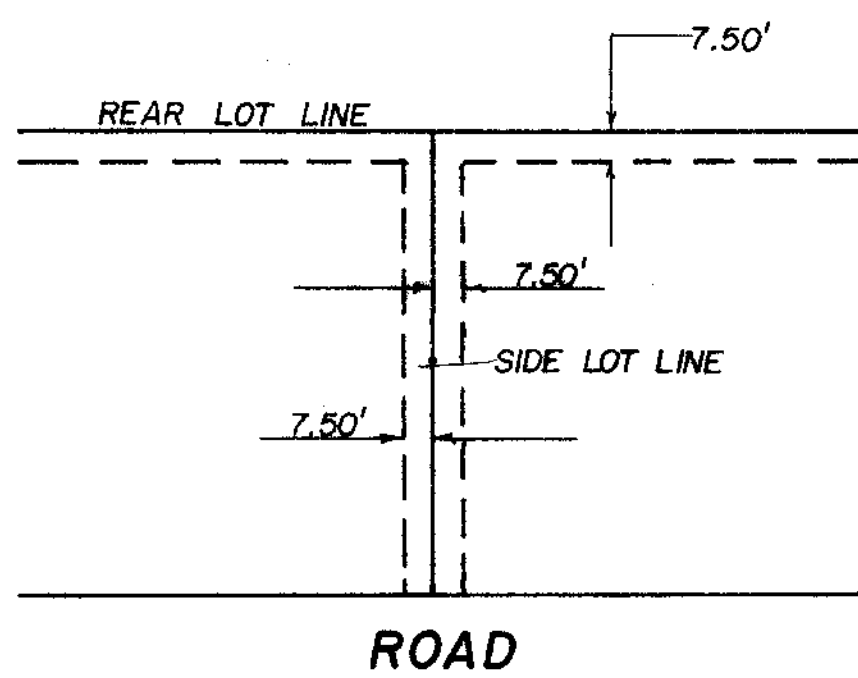
ATTEST: *W. McRell*  
SECRETARY

ATTEST: *G. White*  
MAYOR

APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 11th DAY OF May, 1982.

ATTEST: *Sam M. Conley*  
VILLAGE CLERK

ATTEST: *George P. White*  
MAYOR



TYPICAL UTILITY EASEMENT ON ALL  
SIDE AND REAR LOT LINES  
EXCEPT IN WHITE MOUNTAIN MEADOWS UNIT 1

## NOTES:

THE LANDS SHOWN HEREON LIE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF RUIDOSO.

BUILDING SETBACKS SHALL COMPLY WITH ZONING ORDINANCES AND RESTRICTIVE COVENANTS, GATEHOUSE EXCEPTED.

UTILITY EASEMENTS ARE AS SHOWN ON THE DEDICATION.

ALL ROADS AS PLATTED WITHIN WHITE MOUNTAIN MEADOWS, UNIT 1, WHICH ARE TWENTY FEET WIDE AND ARE WITHIN THE COMMON AREA ARE PRIVATE ROADS. SAID ROADS WILL BE CONSTRUCTED BY THE DEVELOPER TO FIT THE TERRAIN AND TO PROVIDE REASONABLE ACCESS TO THE VICINITY OF THE MULTIFAMILY LOTS. CONSTRUCTION OF PARKING AREAS OFF OF THE PRIVATE ROADS WILL BE THE RESPONSIBILITY OF THE MULTIFAMILY LOT OWNER. MAINTENANCE OF THE PRIVATE ROADS AND PARKING AREAS WILL BE THE RESPONSIBILITY OF THE MULTIFAMILY LOT HOMEOWNERS ASSOCIATION. PORTIONS OF THE DEDICATED WAYS MAY BE CONTROLLED (LIMITED ACCESS) FOR SECURITY PURPOSES.

LIMITED PAVED PARKING FOR MULTIFAMILY LOTS WILL BE PERMITTED IN THE COMMON AREA FOR SITE 1 THROUGH SITE 58 BETWEEN THE PRIVATE ROAD AND THE MULTIFAMILY LOT.

## CERTIFICATE

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF NEW MEXICO, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY DIRECTION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Darryl T. Collins*  
DARRYL T. COLLINS, NEW MEXICO REGISTRATION NO. 4971

## FILING

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, ON THE 13th DAY OF August, 1982.  
IN CABINET NO. D, SLIDE NO. 8782.

BY: *Cathy Ann Josen*  
CLERK

*James H. Swann*  
COUNTY CLERK

RECEIPT NO.: 77183; FEE: \$10.00; TIME: 1:25 P.M.

## APPROVAL

*Howard M. Chapman*  
RUIDOSO NATURAL GAS COMPANY, INC.  
DATE: 5-3-82

*Frank D. Howell*  
TEXAS - NEW MEXICO POWER COMPANY.  
DATE: 5-3-82

*Danny M. Mearns*  
CONTINENTAL TELEPHONE OF THE WEST  
DATE: 5-3-82

*Paul H. Brown*  
CLERK OF LINCOLN COUNTY, INC.  
DATE: 4-30-82

*Richard Sanchez*  
VILLAGE OF RUIDOSO WATER SUPERINTENDENT  
DATE: 5-10-82

*Blair B. Holladay*  
VILLAGE OF RUIDOSO SEWER SUPERINTENDENT  
DATE: 5-10-82

*Jack LaMay*  
VILLAGE OF RUIDOSO STREET SUPERINTENDENT  
DATE: 5-11-82

BURKE / COLLINS / ASSOCIATES, P.C.

CONSULTING ENGINEERS  
SURVEYORS  
ALBUQUERQUE NEW MEXICO RUIDOSO

DRAWING NUMBER  
D-87

DRAWING NUMBER  
WHITE MOUNTAIN  
MEADOWS

DRAWING NUMBER  
UNITS, 1 & 2  
SHEETS 1 of 2

DRAWING NUMBER  
D-87

D-88  
DRAWING NUMBER

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA  
 ORDERED BY NUMBER Q754R  
 PROOFING LOSS OF PRINT ON THIS LINE

1:25 P.M.  
Jesse M. Swann  
Caryn Ann Joren  
Rec. # 74183, Fee \$10.00  
Cabinet D, Slide 87588

**MAY 1982**

UNIT 1 -- TOTAL ACREAGE = 50.861 ACRES  
HOMEOWNERS COMMON AREA = 11.342 ACRES  
ACREAGE NIC HOMEOWNERS AREA = 39.519 ACRES  
DEDICATED ROADS = 5.065 ACRES  
PRIVATE ROADS = 1.978 ACRES  
ALLOWANCE FOR DRIVES = 685 SPACES = 2.831 ACRES  
274 PLATTED LOTS = 13.849 ACRES = 7 LOTS PER ACRE  
OPEN SPACE = 15.796 ACRES = 40% NIC HOMEOWNERS AREA

UNIT 2 -- TOTAL ACREAGE = 38.319 ACRES

UNIT 5 -- TOTAL ACREAGE = 4.531 ACRES

OPEN AREA ADJACENT TO SITES 1-50  
IS LIMITED COMMON AREA FOR SITE OWNERS

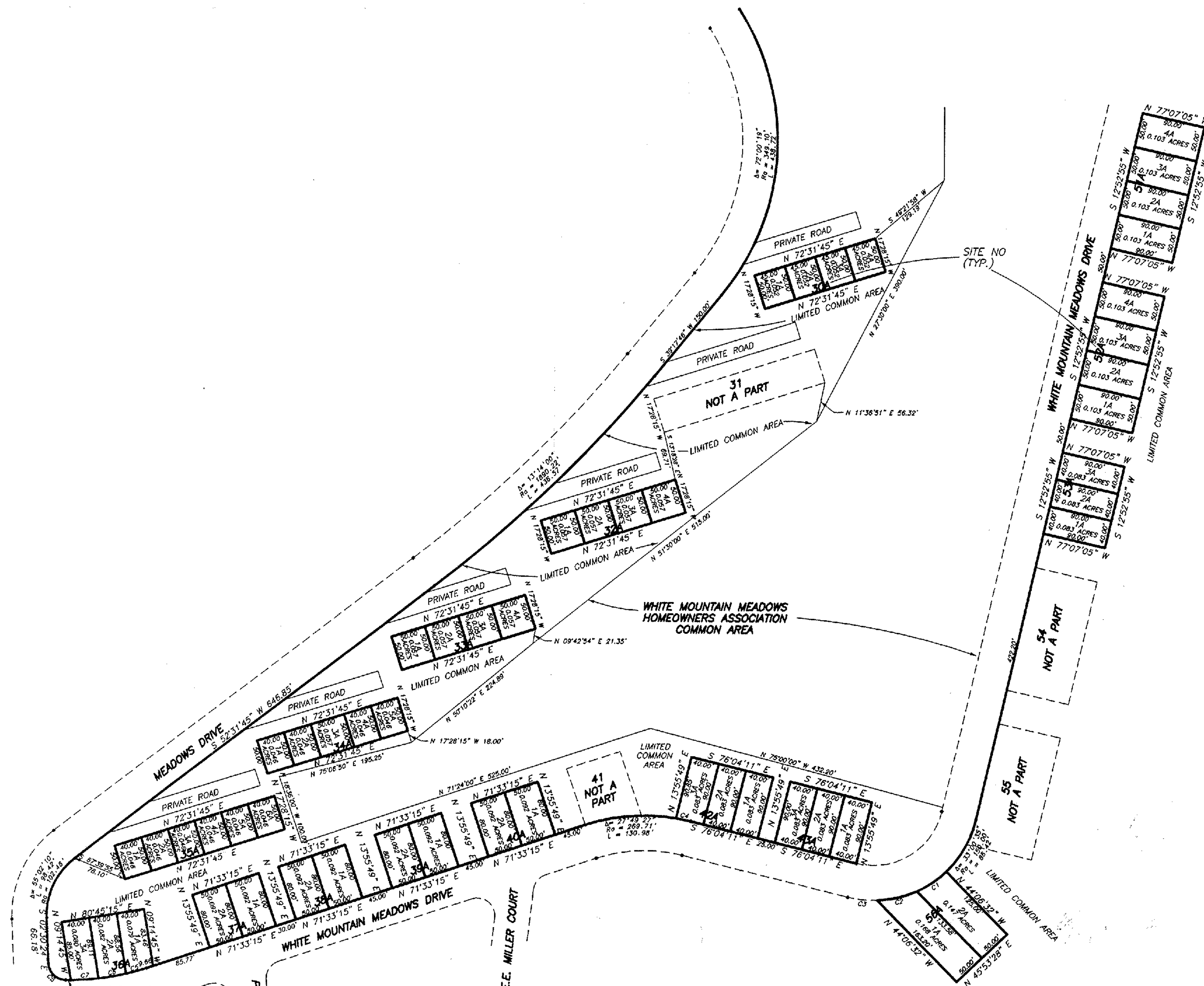
ON SITE 1 THROUGH SITE 58, ALL SIDE LOT  
LINES ARE PARALLEL AND ALL SIDE LOT LINES  
ARE 90° TO THE REAR SITE BOUNDARY.

ALL PRIVATE ROADS WILL BE PAVED 20 FEET  
WIDE ON A 24 FOOT WIDE SUBGRADE.

ALL WALKWAY EASEMENTS ARE 10 FEET WIDE  
AND ARE FOR THE PURPOSE OF ACCESS TO THE  
HOMEOWNERS ASSOCIATION COMMON AREA.

ALAMOGORDO — NEW MEXICO — RUIDOSO

REPLAT OF  
SITES 30, 32-40, 42-43, 51-53 & 56  
WHITE MOUNTAIN MEADOWS, UNIT 1  
RUIDOSO, LINCOLN COUNTY, NEW MEXICO  
NOVEMBER 2002



NOTES:

- 1) STREETS AS ORIGINALLY PLATTED HAVE NOT BEEN CHANGED.
- 2) WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION COMMON AREA HAS NOT BEEN CHANGED FROM ORIGINAL PLATTING.
- 3) THE LIMITED COMMON AREA HAS NOT BEEN CHANGED FROM ORIGINAL PLATTING.
- 4) PRIVATE ROADS TO EACH SITE HAVE NOT BEEN CHANGED FROM ORIGINAL PLATTING.
- 5) WALKWAY EASEMENTS ACROSS LIMITED COMMON AREA HAVE NOT BEEN CHANGED FROM ORIGINAL PLATTING.
- 6) EACH SITE IS APPROVED FOR ZERO LOT LINE SETBACKS.
- 7) REPLATTED SITES ARE SUBJECT TO RESTRICTIVE COVENANTS AS ORIGINALLY FILED.

D.T. COLLINS & ASSOCIATES P.C.  
SURVEYING, MAPPING  
1042 MECHEM DR. 505-258-5272  
PLS. NO. 4971  
RUIDOSO, LINCOLN COUNTY, NEW MEXICO  
02-985

DEDICATION

STATE OF NEW MEXICO } ss  
COUNTY OF LINCOLN } ss

KNOW ALL MEN BY THESE PRESENTS THAT WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., A NEW MEXICO CORPORATION, IS THE RECORD OWNER AND PROPRIETOR OF SITES 30, 32-40, 42 & 43, 51-53 AND 56. SAID SITES BEING LOCATED IN WHITE MOUNTAIN MEADOWS, UNIT 1, RUIDOSO, LINCOLN COUNTY, NEW MEXICO AS SHOWN BY THE PLAT FILED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO RECORDER OF LINCOLN COUNTY, NEW MEXICO, AUGUST 13, 1982 IN CABINET D, SLIDE No. 87 & 88. SAID OWNER AND PROPRIETOR DOES HEREBY CAUSE SAID SITES TO BE REPLATTED AS SHOWN HEREON. THE COMMON AREA AS PLATTED ON THE ORIGINAL PLATTING IS NOT CHANGED. THIS PLAT IS MADE IN ACCORDANCE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF.

WITHIN THE REPLATTED AREA, SECOND STORY DECKS AND BUILDING ENTRANCES MAY ENCR OACH INTO THE COMMON AREA A MAXIMUM OF FIVE FEET. IN THE EVENT A MULTIFAMILY BUILDING WALL OR FOUNDATION ENCR OACHES FROM ONE PARCEL ONTO ANOTHER PARCEL, DESPITE EFFORTS TO AVOID THIS OCCURRENCE, THERE IS HEREBY DESIGNATED AN EASEMENT FOR THE AMOUNT OF ENCR OACHMENT, SAID EASEMENT TO BE BINDING ON THE PARCEL TO WHICH THE ENCR OACHMENT OCCURS.

A BLANKET UTILITY EASEMENT IS DEDICATED OVER THE COMMON AREA FOR SITES 30, 32-40, 42&43, 51-53 AND 56, SAID EASEMENT BEING LOCATED AS REQUIRED TO COVER EXISTING AND FUTURE UNDERGROUND UTILITIES.

ALL ROADS AS PLATTED WITHIN THE COMMON AREA ARE PRIVATE ROADS. SAID ROADS HAVE BEEN PIONEER CONSTRUCTED BY THE DEVELOPER TO FIT THE TERRAIN AND TO PROVIDE REASONABLE ACCESS TO THE VICINITY OF THE MULTIFAMILY LOTS. FINAL CONSTRUCTION OF PARKING AREAS OFF OF THE PRIVATE ROADS AND THE PRIVATE ROADS WILL BE THE RESPONSIBILITY OF THE MULTIFAMILY LOT OWNER. MAINTENANCE OF THE PRIVATE ROADS AND PARKING AREAS WILL BE THE RESPONSIBILITY OF THE MULTIFAMILY LOT HOMEOWNERS ASSOCIATION.

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.  
A NEW MEXICO CORPORATION

ATTEST: Patricia L. Thompson  
PATRICIA L. THOMPSON,  
ASSISTANT SECRETARY

BY: William G. McCarty  
WILLIAM G. MCCARTY,  
VICE PRESIDENT

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

ATTEST: Carolyn Felder  
CAROLYN FELDER, SECRETARY

BY: Herb Brunell  
HERB BRUNELL, PRESIDENT

ACKNOWLEDGMENTS

STATE OF NEW MEXICO } ss  
COUNTY OF LINCOLN } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15<sup>th</sup> DAY OF November, 2002, BY WILLIAM G. MCCARTY, VICE PRESIDENT OF WHITE MOUNTAIN DEVELOPMENT COMPANY, A NEW MEXICO CORPORATION, FOR AND ON BEHALF OF SAID CORPORATION.

MY COMMISSION EXPIRES: May 29, 2006

Kimberly A. Baker  
NOTARY PUBLIC



STATE OF NEW MEXICO } ss  
COUNTY OF LINCOLN } ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15<sup>th</sup> DAY OF November, 2002, BY HERB BRUNELL, PRESIDENT OF WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, AN UNINCORPORATED NEW MEXICO ASSOCIATION, FOR AND ON BEHALF OF SAID ASSOCIATION.

MY COMMISSION EXPIRES: May 29, 2006

Kimberly A. Baker  
NOTARY PUBLIC



APPROVAL BY VILLAGE OF RUIDOSO

APPROVED BY SUMMARY PROCEDURE IN LIEU OF PLANNING AND ZONING ACTION THIS 13<sup>th</sup> DAY OF December, 2002.

Phillis Barnett  
PHILLIS BARNETT, VICE-CHAIRMAN  
PLANNING & ZONING COMMISSION

Glen Barrow  
GLEN BARROW, CHAIRMAN  
PLANNING & ZONING COMMISSION

Mike Runnels  
MIKE RUNNELS  
PLANNING DIRECTOR

NOTES:

THE SITES SHOWN HEREON LIE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF RUIDOSO, AND ARE ZONED R-4, HIGH DENSITY RESIDENTIAL.

BUILDING SETBACKS SHALL COMPLY WITH ZONING ORDINANCES AND RESTRICTIVE COVENANTS.

LIMITED PAVED PARKING FOR MULTIFAMILY LOTS WILL BE PERMITTED IN THE COMMON AREA FOR SITES 30, 32-40, 42&43, 51-53 AND 56 BETWEEN THE PRIVATE ROAD AND THE MULTIFAMILY LOT.

SEE DEDICATION ABOVE FOR UTILITY EASEMENTS.

APPROVAL BY UTILITY COMPANIES

NOTE: AN EASEMENT IS HEREBY RESERVED FOR ALL OVERHEAD/UNDERGROUND UTILITIES ON THE LANDS PLATTED HEREON.

Paul H. Rouse  
CHARTER COMMUNICATIONS

mgr  
TITLE  
DATE 11-22-02

James Lindberg  
TEXAS NEW MEXICO POWER COMPANY

CC  
TITLE  
DATE 12/4/02

Kevin Burnett  
VALOR COMMUNICATIONS, LLC

OPT  
TITLE  
DATE 11/25/02

James P. Brunick  
VILLAGE OF RUIDOSO WATER & SEWER DEPT.

DIRECTOR  
TITLE  
DATE 12/5/02

Chad Reynolds  
ZIA NATURAL GAS COMPANY

Mat  
TITLE  
DATE 11/21/02

CERTIFICATE

DARRYL T. COLLINS, NEW MEXICO PROFESSIONAL SURVEYOR NUMBER 4971, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Darryl T. Collins  
DARRYL T. COLLINS, PLS # 4971

FILING

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO ON THIS 18<sup>th</sup> DAY OF December, 2002, IN CABINET H SLIDE No. 492

ATTEST: Charlotte Emmons  
DEPUTY

Tammie J. Maddox  
TAMMIE J. MADDOX, COUNTY CLERK

RECEPTION NUMBER 200213022 FEE \$ 14.09 TIME 1:58 P. M.

**AFFIDAVIT**

REPLAT OF  
SITES 30, 32-40, 42-43, 51-53 & 56  
WHITE MOUNTAIN MEADOWS, UNIT 1  
RUIDOSO, LINCOLN COUNTY, NEW MEXICO

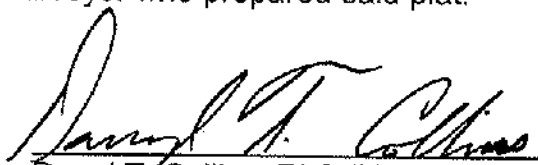
STATE OF NEW MEXICO ) ss  
COUNTY OF LINCOLN ) ss

The Replat of Sites 30, 32-40, 42-43, 51-53 & 56, White Mountain Meadows, Unit 1, Ruidoso, Lincoln County, New Mexico, November 2002, as filed in Lincoln County Map Cabinet H, Slide No. 492 on 18 December 2002 contains a scribe's error.

The bearing shown on the side boundary of Sites 37A, 38A, 39A and 49A (N 13° 55' 49" E) is wrong. The correct bearing is N 18° 26' 45" E.

This certifies that I am the Registered Surveyor who prepared said plat.

22 Sept. 2003  
Date

  
Darryl T. Collins, PLS #4971

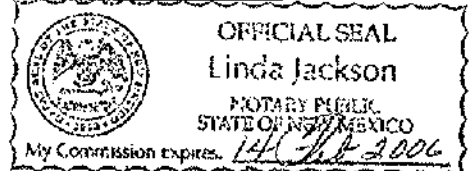
**ACKNOWLEDGMENT**

STATE OF NEW MEXICO ) ss  
COUNTY OF LINCOLN ) ss

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September 2003, by Darryl T. Collins.

My commission expires:  
14 February 2006

  
Notary Public

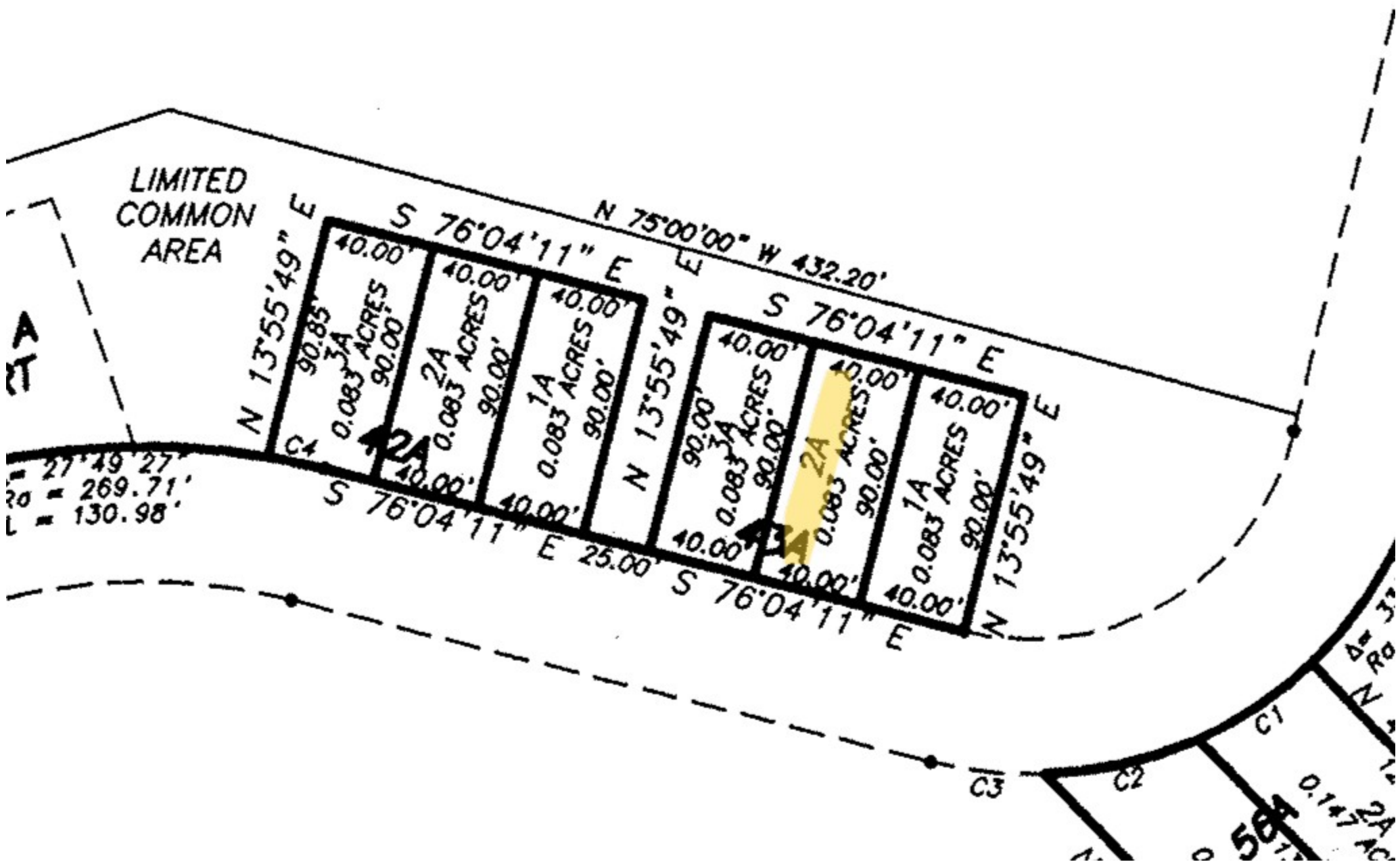


|                                                                                         |                      |
|-----------------------------------------------------------------------------------------|----------------------|
| STATE OF NEW MEXICO                                                                     | } ss                 |
| COUNTY OF LINCOLN                                                                       |                      |
| Recorded this <u>24th</u> day of <u>September</u> , 20 <u>03</u> , at <u>10:15 A.M.</u> |                      |
| In the Lincoln County Records.                                                          |                      |
| Book <u>334</u> , Pages <u>177</u>                                                      |                      |
| Tammie J. Maddox<br>Lincoln County Clerk                                                |                      |
| By: <u>Cyral Heel</u>                                                                   | Deputy               |
| Rec. # <u>200310718</u>                                                                 | Fees: \$ <u>9.00</u> |



\* 1 \*

**A  
RT**

$$\begin{aligned} \Sigma &= 27.4927 \\ 20 &= 269.71 \\ L &= 130.98 \end{aligned}$$


~~SECRET~~

RESTRICTIVE COVENANTS OF  
WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2  
RUIDOSO, LINCOLN COUNTY, NEW MEXICO

The undersigned, being the owner of all of the real property located in WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, as shown by the combined plat of said WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, and FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 5, which was recorded and filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 13th day of August 1982, in Cabinet D, Slides No. 87 & 88, does hereby declare for itself, its successors and assigns, that all Lots, Blocks and Townhouse Sites in said WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, shall be subject to and encumbered by the following restrictive and protective covenants, and that all conveyances of said property on any part thereof shall be subject to said covenants whether or not the same are embodied in the conveyance or other instruments affecting title thereto. FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 5, is encumbered by separate Restrictive Covenants and is not included in the recreational and security concept set out herein.

A. COMMON AREAS:

No Common Area is platted in WHITE MOUNTAIN MEADOWS, UNIT 2. Within WHITE MOUNTAIN MEADOWS, UNIT 1, two (2) specific areas are Common Area or Limited Common Area. The area adjacent to SITE 1 through SITE 58, within the boundaries of the tract containing SITE 1 through SITE 58, is designated as LIMITED COMMON AREA specifically for the said Sites, and shall be conveyed to and owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, as TRUSTEE for all of the Townhouse owners, for their use and benefit; subject to all rules and regulations of the said Association, but the maintenance, upkeep and ad valorem taxes of which shall be the subject of a special assessment, on a pro-rata basis, to each owner of a Lot within a particular Site. The area designated as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA, situate within WHITE MOUNTAIN MEADOWS, UNIT 1, and the gatehouse, shall be owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and shall be conveyed to the said Association by the undersigned. This area is hereby designated as a recreational area for the use and enjoyment of all Lot owners or purchasers of Lots or Townhouses in WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, and all subsequent Units of WHITE MOUNTAIN MEADOWS. The undersigned is the owner of additional lands contiguous to the lands herein described. Additional Units of WHITE MOUNTAIN MEADOWS are contemplated with a unity of development and use of the recreational Common Area with all the privileges and responsibilities of membership. The undersigned shall construct two (2) tennis courts upon the said recreational area, and shall construct the gatehouse at the gate entrance, but the future maintenance and operation thereof and/or the construction of additional facilities, and payment of ad valorem taxes and other expenses shall be the responsibility of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. The undersigned does hereby except and reserve, for the benefit of subsequent Units, rights of way for ingress and egress, by vehicle or foot, on, upon and over the driveways, private streets and walks in WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, and subsequent Unit, with rights to connect with, make use of, maintain as appropriate, and repair and replace utility lines, pipes, conduits, and rights of way, dedicated or otherwise. The undersigned also reserves the right, in future Units, to dedicate Common or Limited Common Areas.

B. SECURITY:

Portions of the dedicated ways may have controlled, or otherwise limited, access for the construction and maintenance of security entrances. This subdivision is intended and planned as a controlled-access, fenced security subdivision with a manned or automated security gate. All property owners, occupants, family members, guests and invitees shall cooperate with the security guard at the gate. All emergency vehicles

shall have precedence in access to the subdivision without delay. The WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION shall have the right to install electronic security devices on the fencing around the perimeter of the said Units, subject to the provisions of Paragraph F., Section 13. Perimeter fencing shall be set back a minimum of one-half (1/2) foot from the exterior boundary of any utility easement. The plans and specifications for the security fences and/or entrances shall, otherwise, be subject to the provisions of Paragraph E., Section 1 hereof, and subject to the approval of the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

The cost of providing security service shall be paid out of the dues payable to WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION by all Site or Lot owners in all Units of WHITE MOUNTAIN MEADOWS, now or hereafter developed, which dues shall be payable by the respective purchasers from and after the date of closing of a sales transaction. Guard service will be provided on a daily 24-hour basis commencing from the date of occupation of a residence in this subdivision. Additional controlled (but unmanned) security entrances may be constructed by WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., at any time at its sole discretion, and at its expense. During the first five (5) years from September 1, 1982 and ending August 31, 1987, WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., shall pay the deficit, if any, between dues collected and the cost of providing for guard service, insurance, upkeep and maintenance and ad valorem taxes accruing against the recreational COMMON AREA owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. Any excess of dues paid shall be reserved for building a clubhouse and/or other recreational facilities. No owner may waive or otherwise escape liability for the dues provided for by non-use of the COMMON AREA or security services.

The security guard system may be changed to an automated security system at any time, upon an affirmative vote of 60% of the members of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, with the cost thereof to be shared proportionately among all members of said Association.

Dues payable to WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION may be increased annually commencing September 1, 1983 by an amount not to exceed 10% per annum by action of the Board of Directors of said Association. No increase of more than 10% per annum shall become effective except upon the affirmative vote of 60% of the members in attendance, either in person or represented by proxy, at the annual meeting or a special meeting called for that purpose.

#### C. NON-DEDICATED STREETS AND WAYS:

All of the private roads and ways, including, but not limited to Site access, shall be constructed by the undersigned only and may be relocated from the positions set out on the plat to provide access to individual Lots or Site Units in accordance with the topography and sound engineering practices; except that they shall not encroach upon the Townhouse Lots. The private ways or roads shall be maintained by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION for the use and benefit of the Townhouse Lot or Site owners, and the cost thereof shall be assessed to the townhouse associations benefiting from said private roads or ways, although the initial construction and paving shall be performed at the expense of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

#### D. USE:

All of the Lots, Blocks and Townhouse Sites in the said Subdivision are hereby designated "residential area". No business, manufacturing, commercial enterprise, public or commercial amusement shall be conducted, operated or maintained thereon. The undersigned shall have the right, nonetheless, to maintain sales offices upon one or more of the said Units until the sale of all Units is effected. Additionally, during construction of dwelling Units, contractors may maintain temporary offices for on-site projects.

E. WHITE MOUNTAIN MEADOWS, UNIT 1, is hereby designated for multi-family use for construction of Townhouses only. This Unit consists of SITES 1 THROUGH 58, containing a total of 274 Townhouse construction Lots and the appurtenant LIMITED COMMON AREAS. The maximum density for UNIT 1 is hereby limited to the 274 Townhouse Units as shown on the plat, all of which are subject to the following restrictions:

1. The exterior design for Townhouses to be constructed on these Townhouse Lots or Sites must be submitted, in duplicate, to the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., P. O. Box 55, Ruidoso, New Mexico 88345, for its approval prior to construction, further planning or design. This may be in the form of an artist's rendition or photograph and shall be accompanied by a description of the exterior materials to be used. Each Townhouse to be constructed within a particular Townhouse Site shall conform in exterior construction materials and color with all other Townhouses to be constructed on the same Site. After approval of the exterior design and construction material plan, the builder or owner of the individual Townhouse Lot or Site shall submit, in duplicate, the plans and specifications for the construction of any buildings to be erected on the Lots, along with the plot plan for such construction to the Architectural Control Committee for its approval before commencement of construction. The Architectural Control Committee and any independent architect consulted by said Committee shall be entitled to charge the then owner of any Lot upon which a Townhouse is to be constructed a sum not to exceed \$250.00 compensation for services performed relating to the approval of plans submitted for any one building, in accordance with these covenants. The Architectural Control Committee shall also regulate the size and placement of signs on the Lots or Sites upon which the Townhouses are to be constructed and such information as to the proposed signs shall be furnished to said Committee on the plot plan, or if not provided at that time, shall be submitted for written approval prior to erection of said signs. No signs shall be placed within the LIMITED COMMON AREA which shall be shared in common among all Townhouse Unit owners or within the recreational COMMON AREA.

2. The plot plan for each Townhouse Unit shall show the exact location of the residence, garage and parking areas on the Lot and shall show the exact measurements and exactly from which property lines any setback distance is measured. A grading and utility plan for each Lot within a Townhouse Site shall also be submitted for approval as hereinbefore specified. All plans shall be prepared by a licensed architect, engineer or surveyor and shall bear his seal.

3. Approval by the Committee of such exterior designs and materials and colors, plans, specifications and locations of buildings and signs shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same, and the other set shall be retained by the Committee.

4. After such plans and specifications and other data submitted have been approved by the Committee, no building, garage, fence, wall, carport, sign or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be in accordance with the approved plans and specifications.

5. The powers and duties of the Architectural Control Committee, on December 31, 1999, or on such sooner date as WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. is no longer engaged in the development business, shall automatically become vested in the Board of Directors of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, or a committee of three members appointed by such Board.

6. If one or more Townhouses on a single Townhouse Site are to be constructed at different times, the exterior of each of these Townhouses shall be fully finished on all sides as though no further Townhouses were to be built on the Townhouse Site, and all excess building materials and debris are to be removed from the premises so that the same are left in broom-clean condition during the period of delay between construction phases, if such period of delay will extend beyond thirty (30) days from the date of completion of the first phase. Nothing herein contained shall be construed so as to prevent several different

buyers from purchasing an individual Townhouse Site upon which to build, or several different builders from constructing the individual Townhouse Units upon the various Lots within a Townhouse Site, provided that the exterior design plans submitted shall be harmonious in design and color and materials with the other Townhouses located on that particular Site. For example, if there are four Townhouse Lots within a Site, each Lot may be purchased by a different buyer and each Townhouse may be constructed by a different builder.

7. The developer is providing for installation of water, sewer, electricity, telephone and television cable to the exterior Site lines at its own expense. Each Lot owner shall be required to connect to such utilities underground, at his own expense, including trenching and backfill. Overhead connections will not be allowed.

8. Parking areas, driveways and garages or carports shall face contiguous streets or access ways and shall be paved. Parking areas shall conform with Village of Ruidoso Ordinances or Regulations.

9. All Townhouses erected upon the said Sites shall be erected on-site from the ground up. No pre-built Townhouse or major pre-built portions of a Townhouse shall be erected, constructed, placed, moved on, or maintained on any Lot or Lots unless a variance is granted by the Architectural Control Committee in its sole discretion. No garage, carport, shed, tent, trailer, mobile home, or temporary structure of any kind shall be erected, constructed, permitted or maintained on any Lot except that a construction trailer or shed and portable sanitary toilet may be used during construction if approved by the Architectural Control Committee. No garage, carport, shed, tent, trailer, mobile home, basement or temporary building shall be used for temporary or permanent residence. No camper, trailer, mobile home or boat shall be kept on a Lot or Site except within an enclosed building which is part of and attached to the main building. The trailer, mobile home, boat, camper, etc., must be fully enclosed and may not be in view from any other Lot, Site or Street.

The following Townhouse Sites are limited to one story in height: Sites 5, 21, 22, 23, 24, 42, 43, 44, 45, 46, 47, 48, 49 and 50. On all other Sites no Townhouse shall exceed two (2) stories in height.

10. Except where existing green belt or other COMMON AREAS delineated upon the plat equal or exceed twenty (20) feet from the adjoining street or right-of-way, no Townhouse, appurtenant garage or other building shall be erected or constructed upon any of the Lots or Sites nearer than twenty (20) feet to the front Lot line except upon written approval of the Architectural Control Committee, if in the opinion of the Committee a variance may be granted because of terrain, and, further, if the said variance is approved by the Planning and Zoning Commission of the Village of Ruidoso. Notwithstanding the foregoing, second story decks and building entryways may encroach into the LIMITED COMMON AREA a maximum of five (5) feet. In all multi-family Units, each Unit is conveyed with, and subject to, an easement for encroachments existing as a result of construction of the building, or which may come into existence thereafter as a result of settling or shifting of the building, or as a result of repair or reconstruction of the building after damage or destruction by fire or other casualty; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if such encroachment occurred due to the willful conduct of said owner or owners.

11. When the construction of a Townhouse is commenced upon any Lot, the owner or owners thereof shall prosecute with all reasonable diligence the completion thereof, and shall complete the construction of any Unit within six (6) months from the date of commencement, delays caused by Act of God excepted, unless the written consent of the Architectural Control Committee is obtained for a longer period of time for construction prior to the commencement of such construction.

12. Failure of the Committee to act within twenty (20) days from the date of receipt of the plans and specifications shall be deemed to constitute approval of such plans and specifications.

13. Each owner of a Townhouse Unit within the said Subdivision shall be and become a member of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and shall be entitled to all of the privileges and responsibilities of such membership, including the payment of dues, assessments for the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA, and assessments for maintenance and upkeep of the private roads or ways, maintenance and upkeep and ad valorem taxes accruing against the LIMITED COMMON AREA set forth in Paragraph A, and any other rules and regulations of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, including, but without limitation, the right of the said Association to file a lien for the non-payment of dues and assessments and the right to foreclose the same for non-payment thereof.

Such assessments for the LIMITED COMMON AREA shall be allocated on a pro-rata basis among the Townhouse Lot owners and the assessment Notices shall be mailed to the respective Townhouse Owners Associations who shall be responsible for collection and payment of the pro-rated assessments. Such assessments shall be considered delinquent if not paid within thirty (30) days of the date of mailing the assessment notices.

14. Each Site owner or Lot owner within a Site shall be automatically a member of each respective Site Townhouse development and shall abide by the respective Declaration and By-Laws appertaining thereto. Typical Declaration and By-Laws, applicable to all Sites, are annexed hereto as Exhibits "A" and "B". As set forth in the said Exhibits, each owner of a Townhouse Unit shall have one vote for each Lot in said Site owned by the said owner. Nothing herein shall preclude two or more Associations from merging.

15. All of the other provisions contained in the following restrictions shall also apply to the Lots and Sites for Townhouses except such provisions as may be in conflict with the purpose of Townhouse development.

F. WHITE MOUNTAIN MEADOWS, UNIT 2, is hereby designated as a "residential area" for single-family residences only and not for construction of Townhouses, Condominiums or Apartments, and all Lots and Blocks are subject to the following residential single-family restrictions:

1. That said "single-family residential area" shall be used for single-family residential purposes only, and no business, manufacturing, commercial enterprise, public or commercial amusement shall be conducted, operated or maintained thereon.

2. No animals other than domestic household pets shall be kept or maintained on said Lots. No more than two (2) adult dogs may be kept on any one Lot and all dogs shall be kept in a suitable enclosed yard or on leash. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, junk, old vehicles not in operating condition, or any unsightly object shall be allowed upon or maintained or kept on any of the Lots, unless kept out of view. No washing machines or other appliances may be kept on the outside unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or Street. No television antennas shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot. The provisions of Paragraph E.9. hereof with regard to campers, trailers, mobile homes, boats and temporary use of a construction trailer and portable sanitary toilet shall also apply to Unit 2.

3. No vehicles of any kind, other than maintenance vehicles and equipment, shall be operated upon either the LIMITED COMMON AREA or COMMON AREA set out in paragraph A hereof.

4. Each owner or purchaser shall be and become a member of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and shall be entitled to all of the privileges and responsibilities of such membership, including the payment of dues and assessments to the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION to provide for security, insurance, ad valorem taxes

accruing against the recreational COMMON AREA, and for the maintenance and upkeep thereof, construction of additional recreational facilities, and any other purposes, rules and regulations of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, including, but without limitation, the right of the said Association to file a lien for the non-payment of assessments or dues and the right to foreclose the same for non-payment thereof. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to dues or assessments. All of such dues or assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or dues is made. Each such assessment or dues, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the same fell due. The responsibility for delinquent dues or assessments shall not pass to his successors in title, unless expressly assumed by them. Any owner selling his property shall advise the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, in writing, of the name and address of his buyer, and if the buyer is not to assume any delinquent dues and/or assessments, the seller, at that time, shall bring all such delinquent dues and/or assessments current. In addition, all owners shall keep the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION apprised of any change in address for billing and Notice purposes requiring mailing.

5. In order to avoid a housing development appearance, no builder or owner shall construct two (2) or more residences of similar appearance within this Unit or within view of each other. All buildings shall otherwise conform to the provisions of Paragraph E.9. hereof, and shall be completed within six (6) months of commencement thereof. Act of God excepted.

6. All residences erected on said Lots shall be erected on-site from the ground up and shall have a minimum heated floor area of 2,000 square feet, exclusive of open porches and garages. If any room in a residence has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof.

7. No building shall be erected or maintained nearer than ten (10) feet to any side Lot line, nor nearer than twenty (20) feet to any front or back Lot line; provided, however, that if any person owns several contiguous Lots, buildings may be erected or maintained anywhere thereon, provided that said buildings shall not be nearer than the distances aforesaid to the extreme exterior Lot lines of all of said contiguous Lots taken together as a Unit. If a residence is thus constructed on two or more contiguous Lots under common ownership, the owner thereof shall be required to maintain the number of memberships in WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION equal to the number of original Lots combined for one residence, as far as the payment of dues and assessments is concerned, and shall have one vote for each original Lot.

8. If an owner constructs a residence using a mechanical or passive solar system on his property, the neighboring property owners shall not thenceforth construct or cause to be constructed, plant, grow or install any new objects, structures or trees which might cause an obstruction to their neighbor's property and the low winter sun angle which is critical for their neighbor's mechanical or passive solar system.

9. Parking areas shall conform with Village of Ruidoso Ordinances or Planning and Zoning Regulations.

10. All exterior plans for buildings to be erected shall be submitted for approval by the Architectural Control Committee appointed by WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., or its successor Committee. Should the Committee deem it advisable to refer the plans to a professional architect or engineer, the Committee shall be entitled to charge the Lot owner a fee not to exceed \$100.00 for such service. Failure of the Committee to approve or disapprove such plans within twenty (20) days from the date of submission shall be considered as approval of such plans.

11. There shall be no unnecessary removal of trees and excavation shall be limited to removal of not more than 100 cubic yards of soil without the prior written consent of the Architectural Control Committee.

12. Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkempt, and all Lots shall be properly landscaped and maintained and weeds cut as needed. All trash containers shall be placed underground or completely enclosed. All toilets shall be located inside principal buildings and shall be connected to the Village of Ruidoso sanitary sewer system.

13. No fence or free standing wall within or bordering a front yard shall exceed a height of three (3) feet; no fence or free standing wall within or bounding a rear or side lot line shall exceed a height of six (6) feet. On a corner Lot, no fence or free standing wall over three (3) feet in height may be erected so as to come closer to the street side of the corner Lot than the required street side lot line setback. Fences may be of growth, masonry, rock, cedar, native lumber or chain link. No barbed wire or chicken wire may be used in this Subdivision, other than the outside perimeter barbed wire fence installed by WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., at the rear Lot lines of the Units.

14. No signs exceeding four (4) square feet in area shall be erected or maintained on any single-family Lot.

15. No brush, trash or other materials shall be burned except in compliance with the fire regulations of the Village of Ruidoso or other appropriate regulatory agencies.

16. No building shall be erected on natural drainage channels, nor shall any building be constructed on utility easements except as provided for construction of a residence on contiguous Lots under common ownership. (See Paragraph F.7. hereof.)

17. If the terrain of any Lot prevents compliance with any one of these restrictions, a prior written waiver must be obtained from the Architectural Control Committee.

18. Additional Units of WHITE MOUNTAIN MEADOWS may be developed by WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., with a unity of use of the COMMON AREA set out in paragraph A. hereof, and under common security without the consent of the members of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION.

Invalidation of any of the foregoing covenants contained herein shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

All of the covenants herein contained shall run with the ownership of the land and shall be binding upon the undersigned corporation and all parties claiming under them.

All of the restrictive covenants contained herein are for the benefit of any and all owners of Lots within the boundaries of the land hereinabove described, or any subsequent Units, and if the undersigned or any of its assigns or successors shall violate or attempt to violate any of said covenants, then it shall be lawful for any other person or persons owning land within said boundaries to prosecute any proceedings at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief.

WITNESS its hand and seal this 2nd day of August, 1982.

ATTEST:

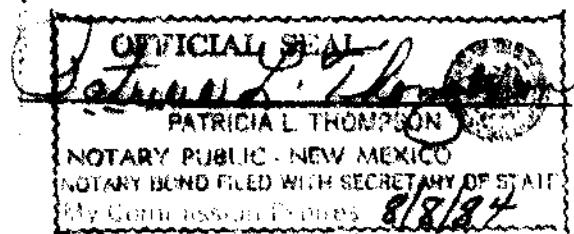
WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

William H. McCoy  
Secretary

By: Stanley L. McKinnell  
President

STATE OF NEW MEXICO    )  
                                  ) ss.  
COUNTY OF LINCOLN.    )

The foregoing instrument was acknowledged before me this 2nd day  
of August, 1982, by Douglas L. McBride, President  
of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation,  
for and on behalf of said corporation.



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WHITE MOUNTAIN MEADOWS  
A PLANNED TOWNHOUSE DEVELOPMENT  
SITE \_\_\_\_\_

THIS DECLARATION, made on the date hereinafter set forth by \_\_\_\_\_, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property in the County of Lincoln, State of New Mexico:

(LEGAL)

as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide 87 & 88

and,

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run, with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

*Exhibit A*

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WHITE MOUNTAIN MEADOWS, A PLANNED TOWNHOUSE DEVELOPMENT, SITE \_\_\_\_\_, its successors and assigns. Nothing herein contained shall preclude two or more Associations from merging.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to every person or entity who holds membership in the Association. Each member shall automatically be a member of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, pursuant to the Restrictive Covenants of record.

Section 4. "Declarant" shall mean and refer to \_\_\_\_\_, its successors or assigns.

Section 5. "Properties" shall mean and refer to the real property hereinabove described.

Section 6. "Common Area" shall mean and refer to all real property governed by the Association for the common use and enjoyment of the owners. The Common Area shall not include the individual parcels of property numbered and delineated as Lots. The term Common Area shall also include the properties owned by and which are governed exclusively by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION.

Section 7. "Limited Common Area" shall mean that area adjacent to Site 1 through Site 58, as delineated upon the plat and as described in the Restrictive Covenants, and shall include access roads to certain designated sites and parking areas. (The Limited Common Area delineated upon

the plat of WHITE MOUNTAIN MEADOWS, UNIT 12 & 2, is owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION as Trustee for the site owners.)

Section 8. "Unit" shall mean and refer to each dwelling unit approved for occupancy, as well as the Lots thereunder.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Rights of Ownership and Possession and Easements of Enjoyment. Each owner shall be entitled to exclusive ownership and possession of his unit. Every owner shall have a right and easement of enjoyment to the Common Area, or Limited Common Area, with the purpose for which it is intended. The rights of each owner shall, however, be subject to the following provisions and such rules and regulations as may be adopted by the Association:

(a) No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests.

(b) There shall be no obstruction of the Common Area or Limited Common Area. Nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board of Directors, and THE WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION.

(c) Nothing shall be done or kept in any unit or in the Common Area or Limited Common Area which will increase the rate of insurance, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit or in the Common Area or Limited Common Area which will result in the cancellation of insurance on any unit or any part of the Common Area or Limited Common Area, or which would be in violation of any

law. No waste will be committed in the Common Area or Limited Common Area.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the Common Area or Limited Common Area, without the prior consent of the Board of Directors, and in accordance with the Restrictive Covenants now in force or as amended.

(e) No animal or fowl of any description shall be raised, housed or kept on any unit; except that two (2) dogs, two (2) cats or other household pets that are of such nature as not to interfere with the safety and comfort of adjoining units owners may be kept on a unit, provided that they are not bred or maintained thereon for any commercial purposes. The Association reserves the right to order the removal of any animals which may become objectionable to the residents of other units. No horses may be kept on any unit.

(f) No noxious or offensive activity shall be carried on in any unit or in the Common Area or Limited Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(g) Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Area, except upon the written consent of the Board of Directors.

(h) There shall be no violation of rules and regulations for the use of the Common Area or Limited Common Area adopted by the Board of Directors and furnished in writing to the owners.

(i) None of the rights and obligations of the owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners

if said encroachment occurred due to the willful conduct of said owner or owners.

(j) The Association shall have the right to suspend the voting rights and right to use of the Common Area or Limited Common Area by an owner for any period during which any assessment against his unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(k) Each owner shall be entitled to the use of the parking areas, if any, situate upon the Common Area or Limited Common Area, and/or appurtenant to his unit.

(l) No commercial type vehicles shall be stored or parked on any unit, nor parked on a street except while engaged in transport to or from a residence. No camper, trailer, mobile home or boat shall be kept on a unit except within an enclosed building. The trailer, mobile home, boat, camper, etc., must be fully enclosed and may not be in view from any other unit or street.

(m) The Association, or the owner, shall have the right to prevent any owner from hindering or encroaching upon the lawful rights of other owners.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area or Limited Common Area and facilities to the members of his family, his guests, or his tenants.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment. Quorum requirements shall be the same as set forth in Article IV, Section 7.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any unit.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

(b) On \_\_\_\_\_.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) special assessments for the Common Area owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and for the maintenance of the Limited Common Area levied by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION; and (4)

for owners of units which receive utility services that are not separately metered, monthly assessments for such utilities, as specified more fully in Section 5 hereof; all such assessments to be established and collected as hereinafter provided. All of such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the privacy, recreation, health, safety, and welfare of the owners of the properties, to pay for utility services provided to units which are not separately metered and for the improvement and maintenance of the Common Area or Limited Common Area, or as required of the units situate upon the properties.

Section 3. Maximum Annual Assessment. Until the third Saturday of January of the year immediately following the first conveyance of a unit, the maximum annual assessment shall not exceed \$\_\_\_\_\_ per month per unit.

(a) Thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased by more than ten percent (10%) above the maximum assessment for the previous year by the affirmative vote of two-thirds

(2/3rds) of all votes cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, or Limited Common Area, including fixtures and personal property related thereto. Special assessments will be levied to site owners for the maintenance of sites having private access roads or ways and parking areas.

Section 5. Monthly Assessments for Utility Charges: In addition to the annual and special assessments authorized above, the Association shall levy monthly assessments against each unit owner for the payment of water, gas, electricity and other similar utility services not separately metered. The total charge for such services shall be prorated among the units by the Board of Directors.

Section 6. Insurance Assessments. The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the buildings, including all units, unless the owners thereof have supplied proof of adequate coverage to the Board's complete satisfaction against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering the Common Area, or Limited Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such

insurance, except on the individual units, shall be a common expense. All such insurance coverage, including insurance on individual units obtained by the Board, shall be written in the name of the Association as trustee for each of the unit owners. Insurance on individual units obtained by such unit owners may be written in the name of the individual owners. Premiums for insurance obtained by the Board on individual units shall not be part of the common expense but shall be an expense of the specific unit or units covered, and a debt owed by the owners shall be collectible by any lawful procedure permitted by the laws of the State of New Mexico. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such owner's lot and unit and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same way as any lien created by failure to pay any other assessment. In addition to the aforesaid insurance required to be carried by the owners of the Association, any owner may, if he wishes, at his own expense, insure his own unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft, and other insurance covering personal property.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which

bank or institution are insured by a federal government agency with the proviso agreed to by said bank or institution that such funds may be withdrawn by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall advertise for sealed bids with any licensed contractors and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding in the same condition as formerly, the Board shall levy a special assessment as the Board deems fair and equitable in the light of the damage sustained by such units to make up any deficiency. A special assessment may be levied against all unit owners, to make up any deficiency for repair or rebuilding of the Common Area or Limited Common Area not a physical part of a unit. In the event such insurance proceeds exceed the costs of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board deems fair and equitable in the light of the damage sustained by such units. Such payment shall be made to all such owners and their mortgagees in proportion to their percentage interests. In the event of damage or destruction by fire or other casualty to any unit or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to repair or rebuild such damaged or destroyed portions of the unit in a good and workmanlike manner in conformance with the original plans and specifications of said unit. In the event such owner refuses or fails to so repair or rebuild any and all such damage to the unit area within thirty (30)

days, the Association, by and through the Board, is hereby irrevocably authorized by such owner to repair and rebuild any such unit. The owner shall then repay the Association in the amount actually expended for such repairs and the Association shall have a lien securing the payment of the same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Section 7. Notice and Quorum for any Action

Authorized Under Sections 3 and 4. Written notice of any meeting shall be sent to all members not less than fifteen (15) days or more than thirty (30) days in advance of such meeting in the manner provided in the By-Laws of the Association. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all units and may be collected on an annual basis or other convenient basis as selected by the Board of Directors of the Association.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the said unit. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year (September 1 to August 31). The Board of Directors shall fix the amount

of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid.

Section 10. Effect of Non-payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may do any one or all of the following:

(a) File a lien for any unpaid assessment by recording an affidavit of such fact in the office of the County Clerk of Lincoln County.

(b) Bring an action at law against the unit owner personally obligated to pay the same; or

(c) Foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his unit.

In the event any of the foregoing actions are taken by the Association, then the owner shall be obligated to pay to the Association reasonable attorney's fees and necessary costs incurred by the Association in enforcing its rights and taking such action.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to

mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Owner's Obligation to Repair. Interior Maintenance. Except for those portions which the Association is required to maintain and repair hereunder, each owner shall, at the owner's expense, keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearances and condition of his unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in or connect with the unit. In the event an owner fails to make necessary repairs or to perform necessary maintenance, then the Association shall have the right to perform such repairs or maintenance and if it performs such repairs or maintenance, then it shall bill the owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date billed and shall be and remain a continuing lien upon the owner's unit until such amount is paid.

The Association shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owner in any portion of the Common Area or Limited Common Area or in any unit.

Section 13. Exterior Maintenance.

(a) Type of Maintenance: The Association may, if deemed necessary by the Board, provide exterior maintenance for any living unit subject to assessment under Article IV hereof as follows: paint, repair, replace, and care for roofs, gutters, downspouts, and exterior improvements.

(b) Assessment of Costs: The costs of such exterior maintenance shall be assessed against the living unit on which the maintenance is done and shall be added to and become part of the annual assessment to which such living units are subject. As part of the annual assessment, it shall be a lien on the living unit, the personal obligation of the owner, and is due and payable in the same manner as the annual assessment, and otherwise subject to the provisions of Article IV.

(c) Access at Reasonable Hours: Solely for the purpose of performing the exterior maintenance authorized by this Declaration, the Association, through its authorized agent, shall have the right after reasonable notice to the member, to enter upon the exterior of any living unit at reasonable hours on any day.

Section 14. Entry for Repairs. The Association or its agents may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association out of the common expense fund.

Section 15. Prohibition Against Structural Changes by Owner. The owner shall not, without first obtaining written consent of the Board of Directors and the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., make or permit to be made any structural alteration, improvement or addition in or to his unit or in or to the exterior of the buildings or other Common Area or Limited

Common Area. The owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement without the written consent of the Board of Directors. The owner shall not paint or decorate any portion of the exterior of the buildings or other Common Area or Limited Common Area, without first obtaining written consent of the Board of Directors.

Section 16. Developers Use of Premises.

Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the Developer to maintain during the period of construction and sale of the units upon such portion of the premises as Declarant deems necessary such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of said living units, including, but without limitation, a business office, a storage shed, construction yards, signs, model units, and sales office. Such use shall not be carried on in such a manner as to unreasonably interfere with the use of the area by the other owners.

ARTICLE V

ARCHITECTURAL CONTROL

Subject to the applicable Restrictive Covenants, no building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, who

in turn shall first obtain the approval of the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. In the event said Committee fails to approve or disapprove such design and location within twenty (20) days after said plans and specifications have been submitted (to each respective entity), approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or 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 the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. 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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by unit owners representing not less than ninety percent (90%) of all votes entitled to be cast, and thereafter by an instrument signed by unit owners representing not less than sixty-six percent (66%) of

all votes entitled to be cast. Any such amendment must be recorded.

Section 4. Failure of Association to Insist on Strict Performance: No Waiver. The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

Section 5. Subsequent Development. Declarant acknowledges that WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. a New Mexico corporation, is the owner of additional land contiguous to the real properties commonly known as WHITE MOUNTAIN MEADOWS, UNITS 1 & 2, and that subsequent units are contemplated with a unity of use and development. Accordingly, Declarant agrees that no action shall be taken by Declarant, its successors or assigns, that will impede the development of future units approved by the Village of Ruidoso, or impair easements for development set forth in the Restrictive Covenants.

Section 6. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development.

Section 7. Agent. The name and address of the agent for service of process is \_\_\_\_\_

It shall be, inter alia, the agent's duty to notify the WHITE MOUNTAIN MEADOWS HOME OWNER'S ASSOCIATION of any change of address, or any member's name and address, either for service of process or for billing purposes.

Section 8. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have caused this Declaration to be executed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WHITE MOUNTAIN MEADOWS  
A PLANNED TOWNHOUSE DEVELOPMENT  
SITE \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Secretary

STATE OF )  
                  : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

BY-LAWS  
OF  
WHITE MOUNTAIN MEADOWS  
A PLANNED TOWNHOUSE DEVELOPMENT  
SITE \_\_\_\_\_

ARTICLE I

NAME AND LOCATION

The name of the Association is WHITE MOUNTAIN MEADOWS, A PLANNED TOWNHOUSE DEVELOPMENT, SITE \_\_\_\_\_, hereafter referred to as the "Association". The principal office of the Association shall be located at \_\_\_\_\_, but meetings of members and directors may be held at such places within the State of New Mexico, County of Lincoln as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WHITE MOUNTAIN MEADOWS, A PLANNED TOWNHOUSE DEVELOPMENT, SITE \_\_\_\_\_, its successors and assigns. The Association, through the Board of Directors, shall establish operating guidelines which further define the duties and responsibilities of the Association and the duties and responsibilities of the Owners.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

*Exhibit B*

*1/28*

Section 3. "Properties" shall mean and refer to the real property set forth and described in the Declaration and plat recorded in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico.

Section 4. "Common Area" shall mean all real property governed by the Association for the common use and enjoyment of the Owners. The Common Area shall include all real property hereinabove set forth, excepting, however, the individual dwelling Units and property thereunder. The term "Common Area" shall also include the properties owned by and which are exclusively governed by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION.

Section 5. "Limited Common Area" shall mean that area adjacent to Site 1 through Site 58, as delineated upon the plat and as described in the Restrictive Covenants, and shall include access roads to each site and parking area. (The Limited Common Area delineated upon the plat of WHITE MOUNTAIN MEADOWS, UNIT & 2, is owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION as Trustee for the site owners.)

Section 6. "Unit" shall mean and refer to each dwelling Unit approved for occupancy, as well as the ground thereunder.

Section 7. "Declarant" shall mean and refer to \_\_\_\_\_, a New Mexico corporation, its successors or assigns.

Section 8. "Declaration" shall mean and refer to the Declaration of covenants, conditions and restrictions applicable to the properties recorded in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE III

### MEETING OF MEMBERS

Section 1. Annual Meetings. There shall be a meeting of the Owners on the \_\_\_\_\_ day of \_\_\_\_\_ of each year, at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the principal office or at such other reasonable place or time (not more than 60 days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Owners not less than fifteen (15) days prior to the date fixed for said meeting. At the annual meeting, the Board of Directors shall present an audit for the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered or mailed to the Owners not present at said meeting.

Section 2. Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Owners having one-third (1/3rd) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 3. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered One Hundred Twenty (120) hours after a copy of same has been deposited in the United States mail, postage repaid, addressed to each such

person at the address given by such person to the Association for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Association.

Section 4. Quorum. The quorum requirements for any meeting shall be as specified in the Declaration.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who must be Class A members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

Section 3. Resignation and Removal. Any Director may resign at any time by giving written notice to the then remaining Directors. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3rds) vote of all votes cast in person or by proxy at a meeting of the Association called for this purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any member from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast one (1) vote in respect to each vacancy. The person receiving the largest number of votes for such vacancy shall be elected.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by the Directors shall require the assent of a majority of the number of Directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area owned by the Association, or Limited Common Area adjacent to each site, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be

absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Foreclose the lien of the Association against any Unit for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same when, in the discretion of the Board of Directors, such action would be in the best interests of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote.

(b) Super vise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(3) Fix the amount of any special assessment and of the monthly assessment against each Unit as provided in the Declaration and send statements to each Owner as provided for therein.

(d) Issue, or cause an appropriate officer to issue, upon reasonable demand by any person, a certificate setting

forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Procure and obtain water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the Common Area owned by the Association, or Limited Common Area (and to the extent not separately metered or charged for the Units).

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if in the discretion of the Board of Directors such bond is deemed appropriate.

(h) Cause the Common Area owned by the Association to be maintained. The Common Area owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION and the Limited Common Area will be maintained by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION.

(i) As set forth in the Declaration, cause the exterior or the interior of the Units to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, and a Secretary-Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board from among their number and each shall hold office for one (1) year unless

they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President:

The President shall preside at all meetings of the members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments on behalf of the Association and shall co-sign all checks and promissory notes.

Vice President:

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer:

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary-Treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Secretary-Treasurer shall, additionally, be responsible to notify the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION of any change in the name or address of the Association or its agent for service of process and billing.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee and any other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject

to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual, monthly and special assessments, all of which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner of the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area, or abandonment of his Unit. The Board of Directors shall be entitled to record a notice of a lien of the Association for any assessment which is delinquent, and to foreclose the same.

#### ARTICLE XII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by the affirmative vote of two-thirds (2/3rds) of all votes cast at a meeting duly called for such purpose.

Section 2. In the case of any conflict between the Declaration or the Restrictive Covenants, and these By-Laws, the Declaration or the Restrictive Covenants shall control.

#### ARTICLE XLII

#### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of September and end on the 31st day of August of every year.

Section 2. Limitation of Association's Liability.  
The Association shall not be liable for any failure of water supply or other service to be obtained and paid for by the Association hereunder, or for injury or damage to persons or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area owned by the Association, or Limited Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 3. Indemnification of Board of Directors.  
Each member of the Board of Directors of the Association shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of

Section 4. Order of Business. The order of business

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of the Board of Directors
- (f) Reports of committees
- (g) Election of inspectors of election  
(when so required)
- (h) Election of members of the Board  
of Directors (when so required)
- (i) Unfinished business
- (j) New business

WHITE MOUNTAIN MEADOWS  
A PLANNED TOWNHOUSE DEVELOPMENT  
SITE

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

STATE OF )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

Notary Public

My commission expires:

STATE OF NEW MEXICO } Filed for record in the Clerk's office this 19th day of August  
COUNTY OF LINCOLN } A.D. 1982 -13- at \_\_\_\_\_ and recorded in Book 80  
Misc. 1982-11-24 Jane McSwane By Harold R. [Signature]  
Rec. # 77296 Fee: \$41.00 Corner Clerk Deputy

150

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

THIS DECLARATION of covenants, conditions and restrictions, hereinafter called "Declaration", is made and executed in Ruidoso, County of Lincoln, State of New Mexico, this 2nd day of August, 1982, by WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, hereinafter called "Declarant", whose address is P.O. Box 55, Ruidoso, New Mexico 88345;

WITNESSETH:

WHEREAS Declarant is the owner of the following described real property in the County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 & 88;

TOGETHER with all improvements situate thereon;

SUBJECT to reservations, easements and the Restrictive Covenants filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 19th day of August, 1982 in Book 80 of Miscellaneous Records at pages 1112-1150;

and,

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the above described Restrictive Covenants and the following easements, restrictive covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall

run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to every person or entity who holds membership in the Association, pursuant to the Restrictive Covenants and the Supplement to Membership Agreement of record.

Section 4. "Declarant" shall mean and refer to WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, its successors or assigns.

Section 5. "Properties" shall mean and refer to the real property hereinabove described.

Section 6. "Common Area" shall mean and refer to all real property governed by the Association for the common use and enjoyment of the owners. It shall specifically include the area designated upon the plat as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA, which will be owned in fee by the Association. For further definition refer to the plat of record and the Restrictive Covenants first hereinabove referred to.

Section 7. "Limited Common Area" shall mean that area adjacent to Site 1 through Site 58, as delineated upon the plat and as described in the Restrictive Covenants, and shall include access roads to certain designated sites and parking areas. The Limited Common Area delineated upon the plat of WHITE MOUNTAIN MEADOWS, UNIT 1 & 2, is owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION as Trustee for the site owners. For further definition refer to the plat of record and the Restrictive Covenants first hereinabove referred to. The Limited Common Area will be owned and maintained by the Association, but as Trustee for the site owners.

Section 8. "Unit" shall mean and refer to each lot, including site lots, whether improved or unimproved.

Section 9. "Contiguous Properties" shall mean those properties owned by the Declarant and adjacent or contiguous to the properties hereinabove described, whether or not the same be separated by dedicated or non-dedicated streets and ways, and which may be developed by the Declarant with a unity of use of the Common Area and the properties hereinabove described.

Section 10. "Common Expenses" includes all sums lawfully assessed against the unit owner by the Association; expenses of administration, maintenance, repair or replacement of the Common Area, the Limited Common Area, and other expenses as hereinafter set forth in this Declaration.

Section 11. "Common Profits" means the balance of income, profits and revenues remaining after the deduction of common expenses.

Section 12. "Board" shall mean and refer to the Board of Directors of the Association as established in the recorded By-Laws.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Rights of Ownership and Possession and Easement of Enjoyment. Each owner shall be entitled to exclusive ownership and possession of his unit. Every owner shall have a right and easement of enjoyment to the Common Area with the purpose for which it is intended. Site Owners shall have a right and easement of enjoyment to the Limited Common Area, with the purpose for which it is intended. The rights of each owner shall, however, be subject to the following provisions and such rules and regulations as may be adopted by the Association:

(a) No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests.

(b) There shall be no obstruction of the Common Area or Limited Common Area. Nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board.

(c) Nothing shall be done or kept in any unit or in the Common Area or Limited Common Area which will increase the rate of insurance, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the Common Area or Limited Common Area which will result in the cancellation of insurance on any unit or any part of the Common Area or Limited Common Area, or which would be in violation of any law. No waste will be committed in the Common Area or Limited Common Area.

(d) No signs exceeding four (4) square feet in area shall be displayed to the public view on or from any unit or the Common Area or Limited Common area, without the prior

consent of the Board and in accordance with the Restrictive Covenants now in force or as amended.

(e) No animals other than domestic household pets shall be kept or maintained on said lots. No more than two (2) adult dogs may be kept on any one unit, and all dogs shall be kept in a suitable enclosed yard or on leash. No animals may be bred or maintained thereon for any commercial purposes. The Association reserves the right to order the removal of any animals which may become objectionable to the residents of other units.

(f) No noxious or offensive activity shall be carried on in any unit or in the Common Area or Limited Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(g) Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Area, except upon the written consent of the Board.

(h) There shall be no violation of rules and regulations for the use of the Common Area or Limited Common Area adopted by the Board and furnished in writing to the owners.

(i) None of the rights and obligations of the owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

(j) The Association shall have the right to suspend the voting rights and right to use of the Common Area or Limited Common Area by an owner for any period during which any assessment against his unit remains unpaid, and for a

period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(k) Each owner shall be entitled to the use of the parking areas, if any, situate upon the Common Area or Limited Common Area, and/or appurtenant to his unit. Exclusive of the parking areas herein referred to, no vehicles of any kind, other than maintenance vehicles and equipment shall be operated upon either the Common Area or Limited Common Area.

(l) No commercial type vehicles shall be stored or parked on any unit, nor parked on a street except while engaged in transport to or from a residence. No camper, trailer, mobile home or boat shall be kept on a unit except within an enclosed building. The trailer, mobile home, boat, camper, etc., must be fully enclosed and may not be in view from any other unit or street.

(m) The Association, or the owner, shall have the right to prevent any owner from hindering or encroaching upon the lawful rights of other owners.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area or Limited Common Area and facilities to the members of his family, his guests, or his tenants.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment. Quorum requirements shall be the same as set forth in Article IV, Section 7.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any unit. The annual and special meetings shall be held as set forth in the By-Laws.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot or unit owned. The Class B membership shall cease when all lots or units, including additional units of WHITE MOUNTAIN MEADOWS are sold. The Declarant shall have the option at any time to turn over to the owners the responsibility of electing all of the members of the Board. For a further definition of memberships, refer to the Supplement to Membership Agreement recorded on the 19th day of August 1982, in Book 80 of Miscellaneous Records at pages 1182-1188, Lincoln County Clerk's office, Carrizozo, New Mexico, and the Restrictive Covenants first hereinabove referred to.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal  
Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual dues, assessments or charges; (2) special assessments for capital improvements; (3) special assessments for the Common

Area owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and for the maintenance of the Limited Common Area levied by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION; and (4) for owners of units which receive utility services that are not separately metered, monthly assessments for such utilities, as specified more fully in Section 5 hereof; all such assessments to be established and collected as hereinafter provided. All of such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the privacy, recreation, health, safety, and welfare of the owners of the properties, to pay for utility services provided to units which are not separately metered and for the improvement and maintenance of the Common Area or Limited Common Area or as required of the units situate upon the properties.

Section 3. Maximum Annual Assessment. The dues, for Class A Members, for the initial year from September 1, 1982 through August 31, 1983 are hereby established at \$20.00 per month per lot or unit.

(a) Thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased by more than ten percent (10%) above the maximum assessment for the previous year by the affirmative vote of sixty percent (60%) of all votes cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, or Limited Common Area (to be separately levied to site owners), including fixtures and personal property related thereto. Special assessments will be levied to site owners for the maintenance of sites having private access roads or ways and parking areas.

Section 5. Monthly Assessments for Utility Charges: In addition to the annual and special assessments authorized above, the Association shall levy monthly assessments against each unit owner for the payment of water, gas, electricity and other similar utility services not separately metered. The total charge for such services shall be prorated among the units by the Board.

Section 6. Insurance Assessments. The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the improvements owned by the Association and situate upon the Common Area against loss of damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering the Common Area, or Limited Common Area,

and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, as to the Common Area, shall be a common expense. Premiums for insurance for the Limited Common Area shall be separately assessed to the site owners. All unit owners shall maintain policies of fire and extended coverage with a broad form endorsement upon the improvements constructed thereon, to the full replacement cost thereof. Each unit owner shall be required to provide the Board with adequate proof of insurance. Should any unit owner fail to procure adequate insurance, as aforesaid, the Board may obtain such coverage. All insurance coverage for the Common Area and Limited Common Area shall be written in the name of the Association as trustee for each of the unit owners. Premiums for insurance obtained by the Board on individual units shall not be part of the common expense, but shall be an expense of the specific unit or units covered, and a debt owed by the owners, and shall be collectible by any lawful procedure permitted by the laws of the State of New Mexico. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such owner's lot and unit and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same way as any lien created by failure to pay any other assessment. In addition to the aforesaid insurance required to be carried by the owners or the Association, any owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft, and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency with the proviso agreed to by said bank or institution that such funds may be withdrawn by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall advertise for sealed bids with any licensed contractors and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding in the same condition as formerly, the Board shall levy a special assessment as the Board deems fair and equitable in the light of the damage sustained to make up any deficiency. A special assessment may be levied as appropriate against unit owners, to make up any deficiency for repair or rebuilding of the Common Area or Limited Common Area not a physical part of a unit. In the event such insurance proceeds exceed the costs of repair and reconstruction, such excess shall be paid over to the respective mortgagees, if any, and owners in such proportions as the Board deems fair and equitable. In the event of damage or destruction by fire or other casualty to any unit or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the

insurance proceeds contract to repair or rebuild such damaged or destroyed portions of the unit in a good and workmanlike manner in conformance with the original plans and specifications of said unit. In the event such owner refuses or fails to so repair or rebuild any and all such damage to the unit area within thirty (30) days, the Association, by and through the Board, is hereby irrevocably authorized by such owner to repair and rebuild any such unit. The owner shall then repay the Association in the amount actually expended for such repairs and the Association shall have a lien securing the payment of the same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Section 7. Notice and Quorum for any Action  
Authorized Under Sections 3 and 4. Written notice of any meeting shall be sent to all members not less than fifteen (15) days or more than thirty (30) days in advance of such meeting in the manner provided in the By-Laws of the Association. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all units and may be collected on an annual basis or other convenient basis as selected by the Board.

Section 9. Date of Commencement of Annual

Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units on the date of closing. The first annual assessment shall be prorated from the date of closing to the end of the fiscal year, which commences October 1 and ends on September 30 of each year. The Board shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The dues shall be payable yearly, in advance, on September 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid.

Section 10. Effect of Non-payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, which shall be specified therein, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may do any one or all of the following:

(a) File a lien for any unpaid assessment by recording an affidavit of such fact in the office of the County Clerk of Lincoln County.

(b) Bring an action at law against the unit owner personally obligated to pay the same; or

(c) Foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his unit.

In the event any of the foregoing actions are taken by the Association, then the owner shall be obligated to pay to the Association reasonable attorney's fees and necessary

costs incurred by the Association in enforcing its rights and taking such action.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Owner's Obligation to Repair. Interior Maintenance. Except for those portions which the

Association is required to maintain and repair hereunder, each owner shall, at the owner's expense, keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearances and condition of his unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in or connect with the unit. In the event an owner fails to make necessary repairs or to perform necessary maintenance, then the Association shall have the right to perform such repairs or maintenance and if it performs such repairs or maintenance, then it shall bill the owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date

billed and shall be and remain a continuing lien upon the owner's unit until such amount is paid.

The Association shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owner in any portion of the Common Area or Limited Common Area or in any unit.

Section 13. Exterior Maintenance.

(a) Type of Maintenance: The Association may, if deemed necessary by the Board, provide exterior maintenance for any living unit subject to assessment under Article IV hereof as follows: paint, repair, replace, and care for roofs, gutters, downspouts, and exterior improvements, including landscaping.

(b) Assessment of Costs: The costs of such exterior maintenance shall be assessed against the living unit on which the maintenance is done and shall be added to and become part of the special assessment to which such living units are subject. The assessment shall be a lien on the living unit and is the personal obligation of the owner. It shall be due and payable upon presentment, and otherwise subject to the provisions of Article IV.

(c) Access at Reasonable Hours: Solely for the purpose of performing the exterior maintenance authorized by this Declaration, the Association, through its authorized agent, shall have the right after reasonable notice to the member, to enter upon the exterior of any living unit at reasonable hours on any day.

Section 14. Entry for Repairs. The Association or its agents may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association out of the common expense fund.

Section 15. Prohibition Against Structural Changes by

Owner. The owner shall not, without first obtaining written consent of the Board and the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., make or permit to be made any structural alteration, improvement or addition in or to his unit or in or to the exterior of the buildings or other Common Area or Limited Common Area. The owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement without the written consent of the Board. The owner shall not paint or decorate any portion of the exterior of the buildings or other Common Area or Limited Common Area, without first obtaining written consent of the Board.

Section 16. Declarant's Use of Premises.

Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of the units upon such portion of the premises as Declarant deems necessary such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of said living units, including, but without limitation, a business office, a storage shed, construction yards, signs, model units, and sales office. Such use shall not be carried on in such a manner as to unreasonably interfere with the use of the area by the other owners.

ARTICLE V

ARCHITECTURAL CONTROL

Subject to the applicable Restrictive Covenants, no building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any

exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of the Association, who in turn shall first obtain the approval of the Architectural Control Committee of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. In the event said Board or Committee fails to approve or disapprove such design and location within twenty (20) days after said plans and specifications have been submitted (to each respective entity), approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or 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 the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. 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 this Declaration is recorded, after which time they shall be automatically

extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by unit owners representing not less than ninety percent (90%) of all votes entitled to be cast, and thereafter by an instrument signed by unit owners representing not less than sixty-six percent (66%) of all votes entitled to be cast. Any such amendment must be recorded.

Section 4. Failure of Association to Insist on Strict Performance: No Waiver. The failure of the Association to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 5. Subsequent Development. Declarant acknowledges that WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, is the owner of additional lands contiguous to the real properties commonly known as WHITE MOUNTAIN MEADOWS, UNITS 1 & 2, and that subsequent units are contemplated with a unity of use and development. Accordingly, Declarant agrees that no action shall be taken by Declarant, its successors or assigns, that will impede the development of future units approved by the Village of

Ruidoso, or impair easements for development set forth in the Restrictive Covenants.

Section 6. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use and operation. In the event of a conflict between this Declaration, or any amendment thereto, and the Restrictive Covenants of Record, the latter shall control.

Section 7. Agent. The name and address of the initial agent for service of process is William G. McCarty, P.O. Box 55, Ruidoso, New Mexico 88345.

Section 8. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have caused this Declaration to be executed by its duly authorized officers this 2nd day of August, 1982.

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

By:

Douglas L. McBride  
Douglas L. McBride  
President

Attest:

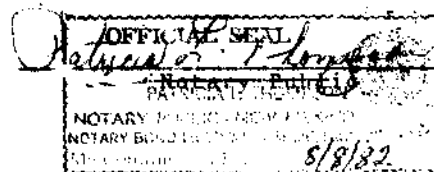
William G. McCarty  
Secretary

STATE OF NEW MEXICO )  
: ss.  
COUNTY OF LINCOLN )

The foregoing instrument was acknowledged before me this 2nd day of August, 1982, by Douglas L. McBride, President of White Mountain Development Company, Inc., a New Mexico corporation, for and on behalf of said corporation.

My commission expires:

August 8, 1984



STATE OF NEW MEXICO ) Filed for record in the Clerk's office this 19th day of August  
COUNTY OF LINCOLN )  
11:26 AM  
-19- Jane McSwane, Douglas L. McBride  
Rec. # 77396 Fee: \$21.00 County Clerk Duncan

1169

## WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

## ARTICLE I

NAME AND LOCATION

The name of the association is WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, hereafter referred to as the "Association". The principal office of the Association shall be located at P.O. Box 55 (1206 Mechem Drive), Ruidoso, New Mexico 88345, but meetings of members and directors may be held at such places within the State of New Mexico, County of Lincoln, as may be designated by the Board of Directors.

## ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meetings. There shall be a meeting of the Owners on the first Friday of July of each year, at 9:30 o'clock A.M. at the principal office or at such other reasonable place or time (not more than 60 days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Owners not less than fifteen (15) days prior to the date fixed for said meeting. At the annual meeting, the Board of Directors shall present an audit for the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Owner, and the estimated common expenses for the coming fiscal year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

Section 2. Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Owners having one-third (1/3rd) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 3. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered One Hundred Twenty (120) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Association for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Association.

Section 4. Quorum. The quorum requirements for any meeting shall be as specified in the Declaration.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 6. Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of the Board of Directors;

- (g) Election of inspectors of election (when so required)
- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business.
- (j) New business.

### ARTICLE III

#### BOARD OF DIRECTORS. SELECTION. TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who must, except as hereinafter set forth, be Class A members of the Association.

Section 2. Term of Office. Upon the recording of the Declaration and these By-Laws, the initial Directors shall be appointed by the Directors of Declarant from their number. The first Director so appointed shall serve for five (5) years; the second for four (4) years; the third for three (3) years; the fourth for two (2) years, and the fifth for one (1) year. Thereafter, at each annual meeting, the members shall elect one Director for a term of two (2) years. The Declarant shall have the option to turn over to the members the responsibility of electing all of the members of the Board at such time as there are sufficient members to establish their own Board and assume the attendant duties.

Section 3. Resignation and Removal. Any Director may resign at any time by giving written notice to the then remaining Directors. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3rds) vote of all votes cast in person or by proxy at a meeting of the Association called for this purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE IV

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any member from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast one (1) vote in respect to each vacancy. The person receiving the largest number of votes for such vacancy shall be elected.

#### ARTICLE V

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by the Directors shall require the assent of a majority of the number of Directors.

#### ARTICLE VI

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area owned by the Association, or Limited Common Area adjacent to each site, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be

absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Foreclose the lien of the Association against any Unit for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same when, in the discretion of the Board of Directors, such action would be in the best interests of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote.

(b) Supervise all officers agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(3) Fix the amount of a y special assessment and of the monthly assessment against each Unit as provided in the Declaration and send statements to each Owner as provided for therein.

(d) Issue, or cause an appropriate officer to issue, upon reasonable demand by any person, a certificate setting

forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Procure and obtain water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the Common Area owned by the Association, or Limited Common Area (and to the extent not separately metered or charged for the Units).

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if in the discretion of the Board of Directors such bond is deemed appropriate.

(h) Cause the Common Area owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION and the Limited Common Area to be maintained.

(i) As set forth in the Declaration, cause the exterior or the interior of the Units to be maintained.

#### ARTICLE VII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, and a Secretary-Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board from among their number and each shall hold office for one (1) year unless

they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President:

The President shall preside at all meetings of the members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments on behalf of the Association and shall co-sign all checks and promissory notes, with the Secretary-Treasurer.

Vice President:

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer:

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary-Treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Immediately following each annual meeting, the Secretary-Treasurer shall cause to be recorded in the Lincoln County Clerk's office, a list of the current Directors, together with their addresses and the expiration of their terms of office.

The Board shall have the authority to employ an Assistant Secretary who is not a member of the Board, who shall have authority to perform the functions of the Secretary, and such other duties as may be, from time to time, assigned by the Board.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint any committees deemed appropriate in carrying out its purpose.

ARTICLE IX  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual, monthly and special assessments, all of which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner of the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area, or abandonment of his Unit. The Board of Directors shall be entitled to record a notice of a lien of the Association for any assessment which is delinquent, and to foreclose the same.

## ARTICLE XI

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by the affirmative vote of seventy-five percent (75%) of all votes cast at a meeting duly called for such purpose.

Section 2. In the case of any conflict between the Declaration or the Restrictive Covenants, and these By-laws, the Declaration or the Restrictive Covenants shall control.

## ARTICLE XII

### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of September and end on the 31st day of August of every year.

Section 2. Limitation of Association's Liability.  
The Association shall not be liable for any failure of water supply or other service to be obtained and paid for by the Association hereunder, or for injury or damage to persons or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area owned by the Association, or Limited Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 3. Indemnification of Board. Each member of the Board of Directors of the Association shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Board of Directors or the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant, have caused these By-Laws to be executed by its duly authorized officers this 2nd day of August, 1982.

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.,  
a New Mexico corporation

By: Douglas L. McBride  
Douglas L. McBride  
President



Attest:

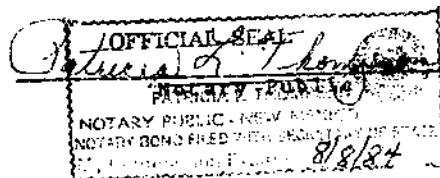
William H. McCoy  
Secretary

STATE OF NEW MEXICO     )  
                                  : ss.  
COUNTY OF LINCOLN     )

The foregoing instrument was acknowledged before me, this 2nd day of August, 1982, by Douglas L. McBride, President of White Mountain Development Company, Inc., a New Mexico corporation, for and on behalf of said corporation.

My commission expires:

August 2, 1984



FILED IN NEW MEXICO } Filed for record in the Clerk's office this 19th day of August  
COUNTY OF LINCOLN } AD. 19 82 11:20 clock A m. and provided in Book 80

Wit: Jane McSwane By: Manuel E. Bidden  
County Clerk     Darius

Rec. # 77296     Fee: \$ 14.00

1181

## SUPPLEMENT TO MEMBERSHIP AGREEMENT

### WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

#### PARTIES

This is a supplement to that certain WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION MEMBERSHIP AGREEMENT which is contained in each Contract of Sale executed by White Mountain Development Company, Inc., a New Mexico Corporation, as Seller, hereinafter called White Mountain, and each new member of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, named as Purchaser in said contract. A form contract is attached hereto.

#### RECITALS

##### 1. White Mountain Meadows Subdivision:

White Mountain is developing, and intends to continue developing, controlled access (security) and recreational residential subdivision units under the common name of White Mountain Meadows, located in Ruidoso, Lincoln County, New Mexico. White Mountain will develop residential single-family lots and lots for construction of townhouses to be constructed and/or sold by the purchasers of certain multi-family sites within White Mountain Meadows. White Mountain will include all units of White Mountain Meadows, now or hereafter designated by White Mountain to be a part of the Association, by instrument recorded in the office of the County Clerk of Lincoln County, New Mexico.

##### 2. Name:

White Mountain has organized a Home Owners Association under the laws of the State of New Mexico to be known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. Said home owners association is hereinafter called the Association. One owner or purchaser of each residential unit or townhouse unit of White Mountain Meadows shall be and become a member of the Association subject to the provisions of this Supplemental Agreement and subject to the provisions contained in the Contract of Sale signed by the purchaser at the time of purchase of the residential unit, and subject to the Articles and By-Laws of the Association. The primary purpose of the Association shall be to acquire the recreational facilities and open land to be developed by White Mountain in all units of White Mountain Meadows, to operate and maintain them for the benefit, security and recreation of the members, to add facilities thereto at the option of the membership, and to pay for the employment of security guards (or automated security measures) to control access to the subdivision for the purpose of providing security. Said Association shall also acquire as Trustee for the townhouse associations the Limited Common Area surrounding the townhouse sites.

#### FACILITIES

##### 1. To Be Provided by White Mountain:

Firm Commitments by White Mountain: White Mountain has constructed a security fence around the perimeter of the units which are presently a part of White Mountain Meadows, and shall construct a gatehouse and gate to provide for controlled access to the units of the subdivision; such gatehouse and gate to be completed by Nov. 15, 1982; and will construct two tennis courts upon the site to be known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA in Unit 1, to be completed by November 15, 1982. White Mountain will convey to the Association the gatehouse and the WHITE MOUNTAIN MEADOWS HOME OWNERS COMMON AREA upon completion thereof, free of encumbrances and at no cost to the Association. White Mountain shall further convey to the Association, as Trustee for the townhouse owners, the Limited Common Area surrounding and appurtenant to Sites 1 through 58 of White Mountain Meadows, Unit 1, and any Limited Common Areas hereafter developed in further units of White Mountain Meadows. If additional green belt common areas are developed in future units, White Mountain shall convey such additional common areas to the Association under the same terms.

## 2. Optional Facilities Association:

At the discretion of the membership, the Association, at its expense, may elect to construct additional recreational facilities on such Common Area, such as, but not limited to, a clubhouse and/or swimming pool. At the discretion of the townhouse owners or their associations, recreational facilities may be constructed at their expense on the Limited Common Area provided that ninety percent (90%) of all site owners concur by affirmative vote at a meeting called for such purpose. Such facilities must conform to the Restrictive Covenants; must be approved by the Architectural Control Committee of White Mountain Development Company, Inc.; and, unless otherwise specified in said vote, open to the common use of all site owners who will share, as appropriate, the assessments for the same. Failure to pay any assessments shall entitle the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION to impose a lien upon the individual units, and to foreclose the same, together with the interest that accrues, costs and reasonable attorney's fees.

NOW THEREFORE, in consideration of the premises, this Agreement WITNESSETH:

### MEMBERSHIP

(a) Class A Memberships: One Class A membership shall be issued to one of the buyers or owners of each single-family lot or townhouse lot in all units of WHITE MOUNTAIN MEADOWS, now or hereafter developed. Each such membership shall entitle the owner and his or her spouse, and their unmarried children under 21 years of age to the privileges of such membership, subject to the payment of dues as herein provided. In the event that a residential lot or townhouse unit is sold or transferred by the member to a new buyer or buyers, the membership shall be transferred to one of the new buyers, by written notice to the Association.

(b) Class B Membership: White Mountain shall be entitled to three (3) Class B memberships for each lot owned by White Mountain in all units of WHITE MOUNTAIN MEADOWS now or hereafter developed, until each of said lots is sold.

(c) At the discretion of the members, the Association may elect to sell memberships to non-residents of WHITE MOUNTAIN MEADOWS, and may establish their own terms for such sales.

### ASSOCIATION DUES

(a) Class A Members: Every member of this class of membership shall pay monthly dues payable annually in advance by September 1 of each year, with the dues for the year of purchase being prorated and paid as of the date of closing said member's contract to purchase the residential lot or townhouse unit lot. The dues for the initial year from September 1, 1982 through August 31, 1983 is hereby established at \$20.00 per month, subject to increase as set out below in paragraph (c).

(b) Class B Member: During the first five (5) years from September 1, 1982 and ending August 31, 1987, White Mountain shall pay the deficit, if any, between dues collected and the cost of providing for guard service, insurance, upkeep and maintenance and ad valorem taxes accruing against the COMMON AREA owned by the Association, and the LIMITED COMMON AREA, until all townhouse sites are sold.

(c) The monthly dues for Class A memberships shall be subject to increase in an amount not to exceed 10% per annum by action of the Board of Directors of the Association effective September 1 of any year commencing September 1, 1983; or may be increased more than 10% per annum by affirmative vote of 60% of the members in attendance, either in person or represented by proxy, at the annual meeting or a special meeting called for that purpose.

### ASSESSMENTS

The townhouse associations shall be subject to assessment on a pro-rata basis for the maintenance and upkeep of the LIMITED COMMON AREA and for the ad valorem taxes accruing against said LIMITED COMMON AREA; and such townhouse associations as benefit from private roads or ways providing access to their townhouse areas shall be subject to assessment for the maintenance and repair of such private roads or ways. Notice of said assessments shall be mailed by the Association to each such townhouse association at the address shown on the books of the White

Mountain Meadows Home Owners Association; and the townhouse associations shall assess their members for their pro-rata share of such assessments and shall be responsible for the collection and payment thereof. All assessments shall be considered delinquent if not paid within thirty (30) days of the date of said Notices.

#### DEFAULT AND LIEN

Failure to pay such dues and/or assessments within thirty (30) days of the due date shall constitute a default under the purchase contract and such payment shall be secured by a lien to be filed by the Association against the residential unit as provided in the recorded Restrictive Covenants governing each Unit of White Mountain Meadows and as provided by purchaser's Contract of Sale and Membership Agreement, by this Supplement and by the Articles and By-Laws of the Association.

#### VOTING RIGHTS

Each Class A member in good standing shall have one vote for each lot or townhouse unit owned by such member.

The Class B Member, White Mountain, shall have three (3) votes for each lot owned by said corporation.

#### MANAGEMENT

White Mountain shall provide management through its Board of Directors until such time as there are sufficient Association members to establish their own Board of Directors to take over this responsibility. White Mountain shall establish a trust account at the Ruidoso State Bank, Ruidoso, New Mexico, in the name of the Association for deposit of all dues and assessments, and White Mountain's monthly payments toward the deficit security and other costs, to be disbursed in accordance herewith. During its period of management, White Mountain shall maintain the books for said Association and all checks in payment of expenses of the Association shall be paid from the Association trust account upon the signature of two officers of White Mountain. Such expenses shall include, but not be limited to, salaries for the security guards, bonds, maintenance of the fence and gate, gatehouse and recreational facilities and Common Area, bookkeeping and accounting charges, fire and liability insurance, and all other related costs of operation of the Association. The trust account and all books and other records shall be turned over to the Board of Directors of the Association as soon as possible after its election. Thereafter the Association shall have full responsibility for such management.

#### RIGHTS AND DUTIES

The rights and duties of the Association members are further prescribed in the By-Laws of the Association, including, without limitation, the right of the Association to terminate membership for cause after notice and hearing.

#### ADDRESS FOR PAYMENT OF DUES AND ASSESSMENTS

All dues and assessments shall be payable to the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, c/o P. O. Box 55, Ruidoso, New Mexico, 88345, during White Mountain's period of management, and thereafter to the said Association at the address of the Association, as the same may be changed from time to time.

#### AMENDMENTS

This Supplement to Membership Agreement may be amended by the Board of Directors of White Mountain during its period of management, or by affirmative vote of 75% of the membership of the Association present in person or represented by proxy at the annual meeting or at a special meeting called for that purpose.

WITNESS its hand and seal this 1st day of July, 1982.

ATTEST:

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

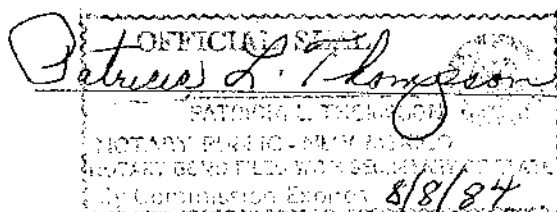
Thomas H. McBride  
Secretary

By:

Douglas L. McBride  
President

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN. ) ss.

The foregoing instrument was acknowledged before me this 1st day of July, 1982, by Douglas L. McBride, President of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation, for and on behalf of said corporation.



WHITE MOUNTAIN MEADOWS

REAL ESTATE CONTRACT AND MEMBERSHIP AGREEMENT  
in White Mountain Meadows Home Owners Association

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation, whose address is P. O. Box 55, Ruidoso, New Mexico, hereinafter called the Seller, and \_\_\_\_\_

whose address is \_\_\_\_\_ Phone: \_\_\_\_\_  
hereinafter called the Purchaser (whether one or more), WITNESSETH:

1. Seller agrees to sell and Purchaser agrees to buy on the terms set out herein, the following described real estate in Lincoln County, New Mexico, to-wit:

| LOT                                                                                                                                                                                                              | BLOCK OR SITE | UNIT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|
| WHITE MOUNTAIN MEADOWS, Ruidoso, Lincoln County, New Mexico, as shown by the plat thereof filed in the office of the Lincoln County Clerk on the _____ day of _____, 19____, in Cabinet _____, Slides No. _____; |               |      |

subject to exceptions, reservations, easements and restrictions of record.

2. In consideration of the premises the said Purchaser agrees to buy said real estate and to pay Seller therefor the total purchase price in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), which sum is to be paid as follows, to-wit:

(a) \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), at the time of signing this contract; receipt of which is hereby acknowledged by Seller.

(b) If a cash sale, the balance of the purchase price, namely the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), shall be paid on or before \_\_\_\_\_.

(c) If an installment sale, the balance of the purchase price, namely the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), together with interest on the deferred balance at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum (simple interest), shall be paid in \_\_\_\_\_ equal \_\_\_\_\_ amortized installments of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) each; the first \_\_\_\_\_ amortized installment shall be due and payable on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_ thereafter on or before the \_\_\_\_\_ day of \_\_\_\_\_ of each succeeding \_\_\_\_\_ until said balance and the interest thereon is fully paid; said installments shall be credited first to the payment of accrued interest and second to reduction of principal. Purchaser's obligation to pay the balance of the purchase price shall be evidenced by a real estate mortgage note secured by a mortgage on the above described property; which shall be executed by Purchaser at the time of closing. Purchaser shall have pre-payment privileges without penalty and the mortgage shall so provide. The mortgage shall also provide that in the event of foreclosure, the redemption period after judicial sale shall be three months in lieu of nine months. Installment payments shall be payable at the Ruidoso State Bank, Drawer B, Ruidoso, New Mexico, 88345, Escrow Agent herein. Said Escrow Agent shall hold the Release of Mortgage until such time as the note is paid in full, and thereafter record the same at Seller's expense.

3. Provided that Purchaser has met all obligations under this contract, Seller shall cause the Warranty Deed (and if applicable, Purchaser's mortgage in favor of Seller) to be recorded in the office of the Lincoln County Clerk at Seller's expense within thirty (30) days from the date of closing. Further, at Seller's expense, Seller shall purchase and deliver to Purchaser a policy of title insurance in the amount of the purchase price insuring a merchantable title to said real estate in Purchaser; subject only to exceptions, reservations, easements and restrictions of record as the same are set out in the title insurance binder; and if this is an installment sale, subject to Purchaser's mortgage in favor of Seller.

*Exhibit A*

4. Prior to closing, Seller shall furnish to Purchaser a title insurance binder showing the title to said property to be merchantable and free and clear of encumbrances, except those set out above. By signature hereto, Purchaser hereby approves the exceptions to title set out in the title insurance binder covering the above described property.

5. Closing shall take place within ten (10) days of the date on which Purchaser receives the title insurance binder and upon Seller's receipt of either the balance of the purchase price (if a cash sale) or the balance of the down payment (if an installment sale), and upon execution and delivery of the real estate mortgage and note executed by Purchaser, if applicable.

6. At the time of closing, Purchaser hereby agrees to become a member of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, and to pay to said Association, in care of Seller herein, the first year's membership dues pro-rated as of the date of closing, based on monthly dues being payable annually in advance on or before September 1 of each year. The dues shall be governed by the provisions of the Supplement to Club Membership Agreement recorded in Book \_\_\_\_\_, pages \_\_\_\_\_, Miscellaneous Records of Lincoln County, New Mexico, and as hereafter amended from time to time as provided in said Supplement to Club Membership Agreement and the Articles and By-Laws of the Association. Purchaser's initial dues payable at closing shall be in the amount of \$\_\_\_\_\_; which shall be made payable to the Association and delivered to Seller who, in turn, shall deliver the same to the Association. Purchaser further agrees to pay in advance on or before the first day of September of each year thereafter annual membership dues to the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, as the same may be increased (or decreased) by said Association from time to time, at the address of the Association.

7. If the Purchaser herein is purchasing a townhouse site or townhouse lot within a site, Purchaser shall further become a member of the appropriate Townhouse Site Association, subject to the provisions of the Declaration of Covenants, Conditions and Restrictions of said Townhouse Site Association.

8. By execution hereof, Purchaser acknowledges receipt of a copy of the Supplement to Club Membership Agreement, Articles and By-Laws of said WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, a copy of the Restrictive Covenants governing the subdivision in which subject property is located; (and, if applicable, a copy of the Declaration of Covenants, Conditions and Restrictions of the Townhouse Site Declaration); and agrees to abide by the provisions thereof and of any future amendments thereto.

9. Said Seller undertakes and agrees to pay all taxes up to and including the year \_\_\_\_\_, and Purchaser agrees to assess said real estate for taxation to himself for the year \_\_\_\_\_, and thereafter pay all taxes and assessments, including such assessments as may be levied by WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. It is expressly understood by Purchaser that failure to pay dues and/or assessments to the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION shall constitute a default under this purchase contract and such payment shall be secured by a lien to be filed by said Association against the above described property. This provision shall survive recording of the deed to the above described lot. Any such lien shall be secondary and inferior to any first mortgage on the above described property.

10. The Seller hereby represents that the following services or amenities will be provided or completed by Seller, subject to time extensions caused by acts of God, material shortages, strikes or other grounds legally supportable to establish impossibility of performance in the State of New Mexico where the services or amenities are being provided or completed:

The gate and gatehouse will be completed by November 15, 1982.  
The two tennis courts in Unit 1 will be completed by November 15, 1982.  
The sewer and water systems in this Unit will be completed by \_\_\_\_\_  
The electrical system in this Unit will be completed by \_\_\_\_\_  
The telephone and television cable systems in this Unit will be completed by \_\_\_\_\_  
The roads in this Unit will be completed, including paving, by \_\_\_\_\_.

11. By Purchaser's signature hereto, Purchaser affirms that at least one of the Purchasers named herein has made a personal on-site inspection

inspection of the above described property, and Purchaser further acknowledges receipt of a good faith estimate of dues and/or assessments covering a term of ten (10) years which shall be payable by Purchaser to the Association.

12. The sale of the above described property to Purchaser herein shall be subject to any prior sale or executory contract pre-dating execution hereof. In such event, this contract shall be terminated with no further liability on the part of the Seller except to promptly return to Purchaser all sums previously paid by Purchaser. Seller shall have the sole right to determine whether or not there has been a prior sale of the property or executory contract prior in time to Purchaser's execution hereof.

13. SPECIAL PROVISIONS: (if any)

14. The writing on this page and the preceding page(s) constitute the entire contract between Seller and Purchaser, and no representations have been made or relied upon which are not contained or mentioned herein.

15. The covenants herein contained shall extend to and be binding upon the respective heirs, executors, administrators, assigns and other successors in interest to the parties hereto.

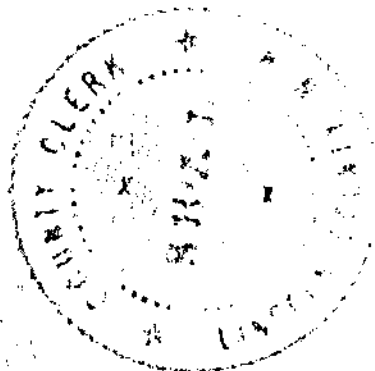
WITNESS our hands and seals.

PURCHASERS

SELLER:

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

By: \_\_\_\_\_  
Vice President



STATE OF NEW MEXICO } Filed for record in the Clerk's office this 19th day of August  
COUNTY OF LINCOLN } AD. 19 82 at 11:30 AM and recorded in Book 80

Misc. 1182 AD. 19 82 at 11:30 AM and recorded in Book 80  
By: Jane McSwane  
County Clerk Deputy

Rec. # 77296 Fee: \$ 9.00

SUPPLEMENTAL RESTRICTIVE COVENANTS

OF

WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2

RUIDOSO, LINCOLN COUNTY, NEW MEXICO

The undersigned, being the owner of all of the real property located in WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, as shown by the combined plat of said WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, and FIRST ADDITION TO WHITE MOUNTAIN MEADOWS, UNIT 5, which was recorded and filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slides No. 87 and 88, does hereby declare for itself, its successors and assigns, that all Lots, Blocks and Townhouse Sites in said WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, shall be further subject to and encumbered by the following supplemental restrictive and protective covenant, and that all conveyances of said property or any part thereof shall be subject to this supplemental restriction in addition to the Restrictive Covenants filed August 19, 1982 in Book 80 of Miscellaneous Records, pages 1151 through 1169.

1. There shall be no "time-share" or similar type ownership of any of the lots, townhouses, or townhouse sites in Units 1 and 2 of WHITE MOUNTAIN MEADOWS.

The restrictive covenant contained herein is for the benefit of any and all owners of lots, blocks and townhouse Sites within the boundaries of the land hereinabove described, and shall be a covenant running with the ownership of the land.

WITNESS our hands and seals this 4th day of May, 1983.

ATTEST:

*Patricia L. Thompson*  
Assistant Secretary

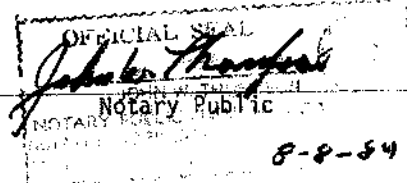
WHITE MOUNTAIN DEVELOPMENT CO., INC.

By: *William G. McCarty*  
William G. McCarty, Vice President

STATE OF NEW MEXICO

COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 4th day of May, 1983, by William G. McCarty, Vice President of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation, on behalf of said corporation.



My Commission Expires:

8-8-84

SEARCHED INDEXED SERIALIZED FILED  
COUNTY OF LINCOLN  
MAY 12 1983 8:56 AM  
Notary Public  
By: *John A. Thompson*  
Jane McSwane  
Recorder  
Rec. 85-1275 Fee \$3.00



85 msj 674

C O R R E C T E D  
SUPPLEMENTAL RESTRICTIVE COVENANTS

OF  
WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2  
RUIDOSO, LINCOLN COUNTY, NEW MEXICO

WHEREAS, heretofore the undersigned caused to be recorded in the office of the Lincoln County Clerk in Book 85 of Miscellaneous Records, at page 674, a Supplemental Restrictive Covenants of White Mountain Meadows, Units 1 and 2; and

WHEREAS, said Supplemental Restrictive Covenants contained an incorrect citation as to the recording data for the original Restrictive Covenants covering White Mountain Meadows, Units 1 and 2;

NOW THEREFORE, the Supplemental Restrictive Covenants are hereby corrected to read as follows:

The undersigned, being the owner of all of the real property located in WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, as shown by the combined plat of said WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, and FIRST ADDITION TO WHITE MOUNTAIN ESTATES, UNIT 5, which was recorded and filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August, 1982 in Cabinet D, Slides No. 87 and 88, does hereby declare for itself, its successors and assigns, that all Lots, Blocks and Townhouse Sites in said WHITE MOUNTAIN MEADOWS, UNITS 1 and 2, shall be further subject to and encumbered by the following supplemental restrictive and protective covenant, and that all conveyances of said property or any part thereof shall be subject to this supplemental restriction in addition to the Restrictive Covenants filed August 19, 1982 in Book 80 of Miscellaneous Records, at pages 1112 to 1150, both inclusive.

1. There shall be no "time-share" or similar type ownership of any of the lots, townhouses, or townhouse sites in Units 1 and 2 of WHITE MOUNTAIN MEADOWS.

The restrictive covenant contained herein is for the benefit of any and all owners of lots, blocks and townhouse Sites within the boundaries of the land hereinabove described, and shall be a covenant running with the ownership of the land.

WITNESS our hands and seals this 11th day of May, 1983.

ATTEST:

*Arthur L. Thompson*  
Assistant Secretary

WHITE MOUNTAIN DEVELOPMENT COMPANY, INC.

By: *William G. McCarty*  
William G. McCarty, Vice President

STATE OF NEW MEXICO

COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 11th day of May, 1983, by William G. McCarty, Vice President of WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico Corporation, on behalf of said corporation.

My Commission Expires:

*James McSwane*  
Notary Public

RECORDED IN THE CLERK'S OFFICE OF LINCOLN COUNTY, NEW MEXICO  
BOOK 85 PAGE 975  
MISC. RECORDS 975  
REC. 53-1044 Fee \$3.00  
JAMES McSWANE  
County Clerk  
By: *James McSwane*  
Deputy

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

WHITE MOUNTAIN MEADOWS UNITS 1, 2 & 3

WHEREAS, the White Mountain Development Company, Inc., a New Mexico corporation, as developer of White Mountain Meadows and as the grantor under certain instruments of record creating restrictive covenants and covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNIT 1 & 2, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 & 88

to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of August, 1982 in Book 80 of Miscellaneous Records on pages 1112-1150, as supplemented by Supplemental Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 12th day of May, 1983, in Book 85 of Miscellaneous Records on page 975 and to a Declaration of Covenants, Conditions and Restrictions filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of August, 1982, in Book 80 of Miscellaneous Records on pages 1151-1169; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide No. 213

to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Book 90 of Miscellaneous Records on pages 878-882;

WHEREAS, to facilitate the harmonious development of White Mountain Meadows as a single subdivision with all property now and hereafter included therein subject to integrated covenants, conditions and restrictions, the Developer and Members of the Association desire to amend and replace the previously imposed Declaration of Covenants, Conditions and Restrictions for Units 1 & 2 and the Restrictive Covenants for Unit 3, and to restate and supplement the previously imposed Restrictive Covenants and Supplemental Restrictive Covenants for Units 1 & 2;

WHEREAS, the previously recorded Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows Units 1 & 2 contain provisions allowing amendment thereof by an instrument signed by unit Owners representing not less than ninety percent (90%) of all votes entitled to be cast and the required percentage of votes necessary to amend the Declaration of Covenants, Conditions and Restrictions for White Mountain Meadow Units 1 & 2 have been cast and the necessary unit Owners have signed an instrument indicating approval of this Amended Declaration as evidenced by the Certificate attached hereto as "Exhibit A" and incorporated herein by reference;

WHEREAS, the previously imposed restrictive covenants for White Mountain Meadows Unit 3 may be amended with consent of the Owners of property in White Mountain Meadows Unit 3;

WHEREAS, the property Owners in Unit 3 have approved this Amended Declaration, as evidenced by "Exhibit A"; and

WHEREAS, the officers of the Association have reviewed and approved this Amended Declaration of Covenants, Conditions and Restrictions as authorized by a vote of the members of the Association at a meeting held on July 30, 1988.

NOW THEREFORE, this Amended Declaration of Covenants, Conditions and Restrictions, which amends and replaces the prior Declaration of Covenants, Conditions and Restrictions and the Restrictive Covenants for Unit 3 in their entirety, and supplements and restates the Restrictive Covenants for Units 1 & 2 (so that future reference need be made only to this Amended Declaration to determine the covenants, conditions and restrictions applicable to properties within White Mountain Meadows), is hereby adopted as of this 30th day of July, 1988 and shall be in full force and effect from and after the date of recording hereof and all of the real property described above and any additional property as may by Subsequent Amendment be added to and subjected to this Amended Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Amended Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Amended Declaration" means this Amended Declaration of Covenants, Conditions and Restrictions, as now in force or as hereafter amended.

Section 2. "Architectural Control Committee" means the architectural control committee appointed by the Developer or the Association, as applicable, for the function described in Article V of this Amended Declaration.

Section 3. "Association" shall mean and refer to WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association as established in the Bylaws.

Section 5. "Bylaws" means the Bylaws of White Mountain Meadows Homeowners Association, attached to and incorporated in this Amended Declaration by reference as "Exhibit B".

Section 6. "Common Area" shall mean and refer to all real and personal property governed by the Association for the common use and enjoyment of the Owners. It shall specifically include the area designated upon the plat of Units 1 & 2 as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA and any other such area designated as such by Subsequent Amendment, which will be owned in fee by the Association.

Section 7. "Common Expenses" means the actual and estimated expenses of operating the Association; expenses of security, including payroll and related expenses of security; expenses of insurance, ad valorem taxes, administration, maintenance, repair or replacement of the Common Area; and any reasonable reserve.

Section 8. "Contiguous Properties" shall mean those properties owned by the Developer and adjacent or contiguous to

the properties hereinabove described, whether or not the same be separated by dedicated or non-dedicated streets and ways, and which may be developed by the Developer with a unity of use of the Common Area and security with the properties hereinabove described.

Section 9. "Developer" shall mean and refer to WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, its successors or assigns, as developer of White Mountain Meadows and/or the Contiguous Properties.

Section 10. "Improved Lot" means each Lot upon which a residential structure has been constructed and each Lot for which a building permit or other similar authorization to begin construction thereon has been issued by an appropriate local governmental entity and shall come into existence when preparation of the Lot for such construction has commenced.

Section 11. "Limited Common Area" shall mean that area adjacent to Site 1 through Site 58, as delineated upon the plat of Units 1 & 2 and shall include access roads to certain designated sites and parking areas and any other such area designated as such by Subsequent Amendment. The Limited Common Area delineated upon the plat of Units 1 & 2, will be owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION as trustee for the Owners of Site Lots.

Section 12. "Lot" means a lot numbered and shown as such on the plats of Units 1, 2 & 3, (including each Improved Lot, Unimproved Lot and each individual Site Lot) and intended for any type of independent ownership and for ultimate use and occupancy as a residence, as may be developed and used as provided in this Amended Declaration and lots numbered and shown as such on plats of Contiguous Property added to this Amended Declaration by any Subsequent Amendments.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association, pursuant to this Amended Declaration and the Bylaws.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Properties" shall mean and refer to the real property hereinabove described and such Contiguous Properties as may be added in accordance with Article VI, Section 6 of this Amended Declaration.

Section 16. "Site Lot" means an individual lot designated as such on Site 1 through Site 58 delineated upon the plat of Unit 1 of White Mountain Meadows and other similar lots which may be added by Subsequent Amendment.

Section 17. "Subsequent Amendment" shall mean an amendment to this Amended Declaration which adds Contiguous Properties to the properties covered by this Amended Declaration. Such Subsequent Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations, on properties submitted by that Subsequent Amendment to the provisions of this Amended Declaration.

Section 18. "Unimproved Lot" means each Lot upon which there is no residential structure and for which no building permit or other similar authorization to begin construction thereon has been issued by an appropriate governmental authority and upon which no preparation for construction has begun.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Rights of Ownership and Possession and Easements of Enjoyment. Every Owner shall be entitled to exclusive ownership and possession of his Lot. Every Owner shall have a right and easement of enjoyment to the Common Area with the purpose for which it is intended. Owners of Site Lots shall have a right and easement of enjoyment to the Limited Common Area, with the purpose for which it is intended. The rights of each Owner shall, however, be subject to the following provisions and such rules and regulations as may be adopted by the Association:

(a) No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests.

(b) There shall be no obstruction of the Common Area or Limited Common Area. Nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board.

(c) Nothing shall be done on or kept in any Lot or in the Common Area or Limited Common Area which will increase the rate of insurance, without the prior written consent of the Board. No Owners shall permit anything to be done or kept in his Lot or in the Common Area or Limited Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area or Limited Common Area, or which would be in violation of any law. No waste will be committed in the Common Area or Limited Common Area.

(d) No signs exceeding four (4) square feet in area will be displayed to the public view on or from any Lot or the Common Area or the Limited Common Area, without the prior consent of the Board and in accordance with this Amended Declaration.

(e) No animals other than domestic household pets shall be kept or maintained on any Lot. No more than two (2) adult dogs may be kept on any one Lot, and all dogs shall be kept in a suitable enclosed yard or on leash. No animals may be bred or maintained thereon for any commercial purposes. The Association shall have the right to order the removal of any animals which may become objectionable to the Owner of any other Lots.

(f) No obnoxious or offensive activity shall be carried on in any Lot or in the Common Area or Limited Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Area, except upon the written consent of the Board.

(h) There shall be no violation of rules and regulations for the use of the Common Area or Limited Common Area adopted by the Board and furnished in writing to the Owners.

(i) None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachment so long as such encroachments shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

(j) The Association shall have the right to suspend the right to use of the Common Area or Limited Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its written rules and regulations.

(k) Each Owner shall be entitled to the use of the parking areas, if any, situate upon the Common Area or Limited Common Area, and/or appurtenant to his Lot. Exclusive of the parking areas herein referred to, no vehicles of any kind, other than maintenance vehicles and equipment shall be operated upon either the Common Area or Limited Common Area.

(l) No commercial type vehicles shall be stored or parked on any Lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence.

(m) The Association, or any Owner, shall have the right to prevent any Owner from hindering or encroaching upon the lawful rights of other Owners.

(n) There shall be no "time-share" or similar type ownership of any Lots, buildings, dwellings or units thereof in the Properties.

(o) No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained or kept on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot.

(p) No garage, carport, shed, tent, trailer, mobile home or temporary structure of any kind for use as a temporary or permanent residence shall be erected, constructed, permitted or maintained on any Lot except that a construction trailer or shed and portable sanitary toilet may be used during construction if approved by the Architectural Control Committee.

(q) In order to avoid a housing development appearance, no builder or Owner shall construct two (2) or more buildings of similar appearance within view of each other in the Properties.

(r) White Mountain Meadows, Units 2 & 3 are hereby designated as "single-family housing residential areas" and not for the construction of townhouses, condominiums or apartments.

(s) All residences erected on Lots in single-family housing residential areas shall be erected on-site from the ground up and shall have a minimum heated floor area of 2,000 square feet, exclusive of open porches and garages. If any room in a residence has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof.

(t) All buildings shall be of all new first class construction and shall be completed within six (6) months from commencement thereof, Act of God excepted.

(u) No building on any Lot shall have any exposed concrete or cement block and if such materials are used in construction, they shall be coated with stucco or similar covering.

(v) In single-family housing residential areas, no building shall be erected or maintained nearer than ten (10) feet to any side lot line, nor nearer than twenty (20) feet to any front or back lot line; provided, however, that if any person owns several contiguous Lots, buildings may be erected or maintained anywhere thereon, provided that said buildings shall not be nearer than the distances aforesaid to the extreme exterior lot lines of all of said contiguous Lots taken together as a single lot. If a building is thus constructed on two or more contiguous Lots under common ownership, the Owner thereof shall be required to maintain a Class A membership in the Association for each residence and/or guest house located on such contiguous Lots and shall maintain a Class A-1 membership for each original contiguous Lot upon which an auxiliary building (such as a garage) is built or which remains vacant, as far as the payment of assessments is concerned, and shall have only one vote for the applicable class for each original Lot. Buildings to be erected on Lots 2 through 8 of Block 4 of Unit 3 shall be set back of the natural drainage easement.

(w) No buildings shall be erected on natural drainage channels, nor shall any obstruction of drainage channels be permitted. For driveways constructed over any drainage channel, the Owners shall be required to install an adequate culvert so as not to impede the natural flow of water through the drainage channel.

(x) If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow or install any new objects, structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for their neighbor's mechanical or passive solar system.

(y) Parking area, driveways and garages or carports shall face contiguous streets or access ways and shall be paved. Parking areas shall conform with Village of Ruidoso ordinances or Planning and Zoning Regulations.

(z) There shall be no unnecessary removal of trees and excavation or fill shall be limited to not more than 100 cubic yards of soil without the prior written consent of the Architectural Control Committee.

(aa) Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkempt, and all Lots shall be properly landscaped and maintained and weeds cut as needed. All trash containers shall be placed underground or be completely enclosed. All toilets shall be located inside principal buildings and shall be connected to the Village of Ruidoso sanitary sewer system.

(bb) No fence or free standing wall within or bordering a front yard shall exceed a height of three (3) feet; no fence or free standing wall within or bordering a rear or side lot line shall exceed a height of six (6) feet. On a corner lot, no fence or free standing wall over three (3) feet in height may be erected as to come closer to the street side of the corner lot than the required street side lot setback established by the Village of Ruidoso. Fences may be of growth, masonry, rock, cedar or native lumber. Chain link fence may be used only with the express written consent of the Architectural Control Committee. No barbed wire or chicken wire may be used in White Mountain Meadows, other than the outside perimeter barbed wire fence installed by the Developer at the rear lot lines of Unit 3 or Contiguous Properties added by any Subsequent Amendment.

(cc) No brush, trash or other materials shall be burned except in compliance with the fire regulations of the Village of Ruidoso or other appropriate regulatory agencies.

(dd) No building shall be constructed on utility easements except as provided for construction of a residence on contiguous Lots under common ownership.

(ee) In townhouse, condominium or apartment residential areas, all of the private roads and ways, including, but not limited to Site Lot access, shall be constructed by the Developer only and may be relocated from the position set out on the plat to provide access to individual Sites in accordance with the topography and sound engineering practices; except that they shall not encroach upon the Site Lots. The private ways or roads shall be maintained by the Association for the use and benefit of the Site Lot Owners, and the cost thereof shall be assessed to the townhouse associations benefitting from said private roads or ways, although the initial construction and paving of the private roads and ways shall be performed at the expense of the Developer.

(ff) No business, manufacturing, commercial enterprise, public or commercial amusement shall be conducted, operated or maintained on the Properties. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sale of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects.

(gg) White Mountain Meadows, Unit 1, is hereby designated for multifamily use for construction of townhouses only. This Unit consists of Sites 1 through 58 (each a "Site"), containing a total of 274 Site Lots and the appurtenant Limited Common Area. The maximum density for Unit 1 is hereby limited to the 274 Site Lots as shown on the plat.

(hh) If one or more townhouses on a single Site are to be constructed at different times, the exterior of each such townhouse shall be fully finished on all sides as though no further townhouses were to be built on the Site, and all excess building materials and debris are to be removed from the premises so that the same are left in broom-clean condition during the period of delay between construction phases, if such period of delay will extend beyond thirty (30) days from the date of completion of the first phase. Nothing herein contained shall be construed so as to prevent several different buyers from purchasing an individual Site Lot upon which to build, or several different builders from constructing the individual townhouse units upon the various Site Lots within a Site; provided that the exterior design plans submitted shall be harmonious in design and color and materials with the other townhouses located on that particular Site. For example, if there are four Site Lots within a Site, each Site Lot may be purchased by a different buyer and each townhouse may be constructed by a different builder.

(ii) The Developer has provided for installation of water, sewer, electricity, natural gas, telephone and television cable to the public street or utility easement at its own expense. Each Lot Owner shall be required to connect to such utilities underground, at his own expense, including trenching and backfill. Overhead connections will not be allowed.

(jj) All townhouses erected upon the Sites shall be erected on-site from the ground up. No pre-built townhouse or major pre-built portions of a townhouse shall be erected, constructed, placed, moved on, or maintained on any Site or Sites unless a variance is granted by the Architectural Control Committee in its sole discretion.

(kk) The following Sites are limited to one story in height: Sites 5, 21, 22, 23, 24, 42, 43, 44, 45, 46, 47, 48, 49 and 50 as delineated on the plat of Unit 1. On all other Sites delineated on the plat of Unit 1 no building shall exceed two (2) stories in height.

(ll) Except where existing green belt or other Common Areas delineated upon the plat equal or exceed twenty (20) feet from the adjoining street or right-of-way, no townhouse, appurtenant garage or other building shall be erected or constructed upon any of the Site Lots or Sites nearer than twenty (20) feet to the front Site Lot line except upon written approval of the Architectural Control Committee, if in the opinion of the Committee a variance may be granted because of terrain, and, further, if the said variance is approved by the Planning and Zoning Commission of the Village of Ruidoso. Notwithstanding the foregoing, second story decks and building entryways may encroach into the Limited Common Area a maximum of five (5) feet. In all multifamily units, each unit is conveyed with, and subject to, an easement for encroachments existing as a result of construction of the building, or which may come into existence thereafter as a result of settling or shifting of the building, or as a result of repair or reconstruction of the building after damage or destruction by fire or other casualty; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful conduct of said Owner or Owners.

(mm) When the construction of a townhouse is commenced upon any Site Lot, the Owner or Owners thereof shall prosecute with all reasonable diligence the completion thereof, and shall complete the construction of any townhouse within six (6) months from the date of commencement, delays caused by Act of God excepted, unless the written consent of the Architectural Control Committee is obtained for a longer period of time for construction prior to the commencement of such construction.

(nn) If the terrain of any Lot prevents compliance with any one of these restrictions, a prior written waiver must be obtained from the Architectural Control Committee.

(oo) No Lot as originally platted shall be subdivided without the express written consent of the Architectural Control Committee and/or to eliminate an inadvertent encroachment on a neighboring Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area or Limited Common Area and facilities to the members of his family, his guests, or his tenants.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot subject to this Amended Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership.

Section 2. The Association shall have three classes of membership:

Class A. Class A members shall be all Owners of Improved Lots, with the exception of the Developer, and shall be entitled to one (1) vote for each Improved Lot owned. When more than one (1) person holds an interest in any Improved Lot, all such persons shall be members. The vote for such Improved Lot shall be exercised as they among themselves determine, but

in no event shall more than one (1) vote be cast with respect to any Improved Lot.

Class A-1. Class A-1 members shall be all Owners of Unimproved Lots, with the exception of the Developer, and shall be entitled to one (1) vote for each Unimproved Lot owned. When more than one (1) person holds an interest in an Unimproved Lot, all such persons shall be members. The vote for such Unimproved Lot shall be exercised as they among themselves may determine, but in no event shall more than one (1) vote be exercised with respect to any Unimproved Lot. The Class A-1 membership shall be upgraded to a Class A membership upon undertaking of building or construction activity on the Unimproved Lot sufficient to qualify the Unimproved Lot as an Improved Lot and the Class A-1 membership for each such Lot shall thereupon automatically terminate and expire.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B membership shall cease when all Lots, including Lots in any Contiguous Properties which may hereafter be annexed and developed, are sold by the Developer.

Section 3. The Association shall have the right to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations. Any Member's vote(s) which is in suspension shall not be eligible for any purpose.

#### ARTICLE IV

##### MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except for Lots owned by the Developer, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments for Common Expenses; (2) special assessments for capital improvements; (3) for Owners of Site Lots, special assessments for the ad valorem taxes, maintenance, insurance, administration, repair or replacement of the Limited Common Area appurtenant to his Site Lot and levied by the Association; and (4) for Owners of Site Lots which receive utility services that are not separately metered, monthly assessments for such utilities, as specified more fully in Section 5 hereof; all such assessments to be established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Site Lots and Unimproved Lots owned by the Developer shall not be subject to annual or special assessments. Improved Lots owned by the Developer shall be subject to annual and special assessments. The Association is specifically authorized to enter into subsidy contracts with the Developer or other entities for the payment of some portion of the Common Expenses. Such contract or contracts shall be for the benefit of and enforceable by the Association. The Developer shall be under no obligation to offer or enter into any such contract.

Notwithstanding anything to the contrary herein, the Developer may contribute assessments due from it in service or materials or a combination of services and materials, rather than in money, (herein collectively called "in kind

contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Developer and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Developer cannot agree as to the value of any contribution, the Developer shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Developer who are in the business of providing such services and materials. If the Association and the Developer are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the privacy, security, recreation, health, safety, welfare, common benefit, and enjoyment of the Owners, to pay Common Expenses, to pay for utility services provided to Site Lots which are not separately metered, and for the improvement and maintenance of real and personal property on the Common Area or Limited Common Area, and as required, of the Lots situate upon the Properties.

Section 3. Maximum Annual Assessment. The annual assessment, for Class A Members, for the year from January 1, 1988 through December 31, 1988 is hereby established at \$85.00 per month per Improved Lot (effective September 1, 1988). The annual assessment, for Class A-1 Members, for the year from January 1, 1988 through December 31, 1988 is hereby established at \$20.00 per month per Unimproved Lot.

(a) Thereafter, the annual assessment for Class A and Class A-1 membership may be increased each year not more than ten percent (10%) above the assessment for such class for the previous year without a vote of the membership subject to such assessments.

(b) The maximum annual assessment for Class A and Class A-1 membership may be increased by more than ten percent (10%) above the assessment for the previous year by the affirmative vote of sixty percent (60%) of the votes of each of the Class A or Class A-1 membership in attendance, as applicable, cast in person or by proxy, at a meeting duly called for the purpose of increasing either or both Class A or Class A-1 annual assessments.

(c) The Board may fix the annual assessment for either Class A or Class A-1 memberships at an amount not in excess of the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, or Limited Common Area (to be separately levied to Owners of Site Lots), including fixtures and personal property related thereto. Special assessments will be levied to Owners of Site Lots for the maintenance and upkeep of Sites having private access roads or ways and parking area. No special assessment shall be levied for new construction or acquisition of capital improvements without the affirmative vote of sixty percent (60%) of the votes of the Class A and Class A-1 membership in attendance (limited to Owners of Site Lots if the capital improvements are located on the Limited Common Area), cast in person or by proxy, at a meeting duly called for the purpose of approving special assessments for new construction or acquisition of capital improvements.

Section 5. Monthly Assessments for Utility Charges. In addition to the annual and special assessments authorized above, the Association may levy monthly assessments against each Site Lot for the payment of water, gas, electricity, cable television, and other similar utility services not separately metered. The total charge for services not separately metered shall be prorated among the Site Lots benefitted thereby by the Board.

Section 6. Insurance Assessments. The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the improvements owned by the Association and situate upon the Common Area against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy, if reasonably available, covering the Common Area and Limited Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, as to the Common Area, shall be a Common Expense. Premiums for insurance for the Limited Common Area shall be separately assessed to the Site Lots. All Improved Lot Owners shall maintain policies of fire and extended coverage with a broad form endorsement upon the improvements constructed thereon, to the full replacement cost thereof. Each Improved Lot Owner shall be required to provide the Board with adequate proof of insurance. Should any Improved Lot Owner fail to procure adequate insurance, as aforesaid, the Board may, but shall not under any circumstances be obligated to, obtain such coverage. All insurance coverage for the Common Area and Limited Common Area shall be written in the name of the Association as trustee for each of the Lot Owners. Premiums for insurance, if any, obtained by the Board on any individual Improved Lot shall not be part of the Common Expense, but shall be an expense of the specific Improved Lot or Lots covered, and a debt owed by the Owners thereof, and shall be collectible by any lawful procedure permitted by the laws of the State of New Mexico. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's Improved Lot and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same way as any lien created by failure to pay any other assessment. In addition to the aforesaid insurance required to be carried by the Owners or the Association, any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft, and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board shall, with concurrence of the first mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency, with the proviso agreed to by a said bank or institution that such funds may be withdrawn by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall advertise for sealed bids with any licensed contractors and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding in the same condition as

formerly, the Board shall levy a special assessment as the Board deems fair and equitable in the light of the damage sustained to make up any deficiency. A special assessment may be levied, as appropriate, against Lot Owners or Site Lot Owners, to make up any deficiency for repair or rebuilding of the Common Area or Limited Common Area not a physical part of a Lot. In the event such insurance proceeds exceed the costs of repair and reconstruction, such excess shall be paid over to the respective mortgagees, if any, and Owners in such proportions as the Board deems fair and equitable. In the event of damage or destruction by fire or other casualty to any structure or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to repair or rebuild such damaged or destroyed portions of the structure in a good and workmanlike manner in conformance with the original plans and specifications of said structure. In the event such Owner refuses or fails to so repair or rebuild any and all such damage to the structure within thirty (30) days, the Association, by and through the Board, is hereby irrevocably authorized by such Owner to repair and rebuild any such structure or to raze and remove the damaged structure and to make efforts to restore the Lot to as near as possible its original unimproved condition, whichever is deemed most advisable by the Board. The Owner shall then repay the Association in the amount actually expended for such repairs or razing and restoration and the Association shall have a lien securing the payment of the same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosure as above provided.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article IV. Written notice of any meeting shall be sent to all Members not less than fifteen (15) days or more than thirty (30) days in advance of such meeting in the manner provided in the Bylaws. At the first such meeting called, the presence of Members or of proxies entitled to vote equal to sixty percent (60%) of all votes of all classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Collection of Assessments. Assessments may be collected on an annual basis or other convenient basis as selected by the Board.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of closing of the sale of such Lot to a third party by the Developer. The first annual assessment shall be prorated from the date of closing to the end of the fiscal year of the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 10. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, which shall be specified therein, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may do any one or all of the following:

(a) File a lien against the Lot for any unpaid assessment by recording an affidavit of such fact in the office of the County Clerk of Lincoln County;

(b) Bring an action at law against the Lot Owner personally obligated to pay the same; or

(c) Foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his Lot.

In the event any of the foregoing actions are taken by the Association, then the Owner shall be obligated to pay to the Association reasonable attorney's fees and necessary costs incurred by the Association in enforcing its rights and taking such action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage but not subordinate to any mortgages or encumbrances inferior to the first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Owner's Obligation to Repair; Interior Maintenance. Except for those portions which the Association is required to maintain and repair hereunder, each Owner shall, at the Owner's expense, keep the interior of his dwelling and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearances and condition of his dwelling. In addition to decorating and keeping the interior of the dwelling in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in or connect with the dwelling. In the event an Owner fails to make necessary repairs or to perform necessary maintenance, the Association shall have the right to perform such repairs or maintenance, and if it performs such repairs or maintenance, then it shall bill the Owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date billed and shall be and remain a continuing lien upon the dwelling until such amount is paid.

The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any portion of the Common Area or Limited Common Area or in any Lot or dwelling.

Section 13. Maintenance.

(a) Type of Maintenance: The Association may, if deemed necessary by the Board, provide maintenance for any Lot subject to assessment under Article IV hereof as follows: paint, repair, replace, and care for roofs, gutters, downspouts, chimneys, siding and other exterior improvements, including landscaping.

(b) Assessment of Costs: The costs of such maintenance shall be assessed against the Lot on which the maintenance is done and shall be added to and become part of the special assessment to which such Lot is subject. The assessments shall be a lien on the Lot and is the personal obligation of the

Owner. It shall be due and payable upon presentment, and otherwise subject to the provisions of Article IV.

(c) Access at Reasonable Hours: Solely for the purpose of performing the maintenance authorized by this Amended Declaration, the Association, through its authorized agent, shall have the right after reasonable notice to the Member, to enter upon any lot or the exterior of any Improved Lot at reasonable hours on any day.

Section 14. Entry for Repairs. The Association or its agents may enter any Lot when necessary in connection with any maintenance, landscaping or construction for which the Association may be responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the Common Expense fund.

Section 15. Prohibition Against Structural Changes by Owner. The Owner shall not, without first obtaining written consent of the Architectural Control Committee, make or permit to be made any structural alteration, improvement or addition in or to his dwelling or in or to the exterior of the buildings in the Common Area or Limited Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement without the written consent of the Architectural Control Committee. The Owners shall not paint or decorate any portion of the exterior of the buildings in the Common Area or Limited Common Area, without first obtaining written consent of the Architectural Control Committee.

Section 16. Developer's Use of Premises. Notwithstanding any provision herein to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of sale of the Lots, upon such portion of the Properties as Developer deems necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the sale of said Lots, including, but without limitation, a business office, a storage shed, construction yards, signs, model dwellings, and sales office. Such use shall not be carried on in such a manner as to unreasonably interfere with the use of the area by the other Owners.

## ARTICLE V ARCHITECTURAL CONTROL

Section 1. Single-Family Residences. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in duplicate, to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Architectural Control Committee. Should the Architectural Control Committee deem it advisable to refer the plans to a professional architect or engineer, the Architectural Control Committee shall be entitled to charge the Owner a fee not to exceed \$100.00 for such service. In the event Architectural Control Committee fails to approve or disapprove such design and location within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. Site Development Approvals. The exterior design for townhouses to be constructed on Site Lots or Sites must be submitted, in duplicate, to the Architectural Control Committee for its approval prior to construction, further

planning or design. This may be in the form of an artist's rendition or photograph and shall be accompanied by a description of the exterior materials to be used. Each townhouse to be constructed within a particular Site shall conform in exterior construction materials and color with all other townhouses to be constructed on the same Site. After approval of the exterior design and construction material plan, the builder or Owner of the individual Site Lot or Site shall submit, in duplicate, the plans and specifications for the construction of any buildings to be erected on the Site, along with the plot plan for such construction to the Architectural Control Committee for its approval before commencement of construction. The Architectural Control Committee and any independent architect consulted by said Committee shall be entitled to charge the then Owner of any Site Lot upon which a townhouse is to be constructed a sum not to exceed \$250.00 compensation for services performed relating to the approval of plans submitted for any one building. The Architectural Control Committee shall also regulate the size and placement of signs on the Site Lots or Sites upon which the townhouses are to be constructed and such information as to the proposed signs shall be furnished to said Committee on the plot plan, or if not provided at that time, shall be submitted for written approval prior to erection of said signs.

The plot plan for townhouses shall show the exact location of the residence, garage and parking areas on the Site or Site Lots and shall show the exact measurements and exactly from which property lines any setback distance is measured. A grading and utility plan for each Site Lot within a Site shall also be submitted for approval as hereinbefore specified. All plans shall be prepared by a licensed architect, engineer or surveyor and shall bear his seal.

Approval by the Architectural Control Committee of such exterior designs and materials and colors, plans, specifications and locations of buildings and signs shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same, and the other set shall be retained by the Committee.

After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, garage, fence, wall, carport, sign or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Site or Site Lots unless the same shall be in accordance with the approved plans and specifications.

Failure of the Committee to act within twenty (20) days from the date of receipt of the plans and specifications shall be deemed to constitute approval of such plans and specifications.

Section 3. No Liability. Neither the Architectural Control Committee, nor any member thereof, nor the Association, nor the members of the Board, nor the Developer, their respective heirs, successors, or assigns, shall be held liable for damages for anyone submitting plans to them for approval, or to any Owner affected by this Amended Declaration by reason of approving such plans, mistake in judgment, negligence, or failure to approve such plans. Every Owner or other person who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he will not bring any action or suit against the Architectural Control Committee, its members, the Association, or members of the Board or the Developer.

Section 4. Termination. The powers and duties of the Architectural Control Committee, on December 31, 1999, or on such sooner date as the Developer is no longer engaged in the development business, shall automatically become vested in the Board of Directors of the Association, or a committee of three members appointed by such Board.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Board, or 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 Amended Declaration. Failure by the Association, the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration. The covenants, conditions and restrictions of this Amended Declaration shall run with and bind the land, for a term of twenty (20) years from July 30, 1988, after which time they shall be automatically extended for successive periods of twenty (20) years, unless prior to the end of the initial term or any extension thereof, there is filed for record with the Clerk of Lincoln County, New Mexico, an instrument stating that such extension is not desired, signed by the Owners representing not less than sixty-six percent (66%) of all votes entitled to be cast.

Section 4. Amendment. Until December 31, 1999, this Amended Declaration may be amended unilaterally at any time and from time to time by Developer (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Amended Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Amended Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Amended Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Class B membership exists, Developer may unilaterally amend this Amended Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners representing not less than ninety percent (90%) of all votes entitled to be cast, and thereafter by an instrument signed by Owners representing not less than sixty-six percent (66%) of all votes entitled to be cast. Any such amendment must be recorded.

Section 5. Failure of Association to Insist on Strict Performance: No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the covenants, conditions or restrictions of this Amended Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment

for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from any Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 6. Subsequent Development. The Association acknowledges that the Developer is the Owner of Contiguous Property and that subsequent subdivisions and units of White Mountain Meadows are contemplated with a unity of use and development of the Common Area, roads and ways and all other amenities with White Mountain Meadows, Units 1, 2 & 3 by unilateral adoption and recordation by the Developer (without a requirement of consent of the Association, the Board or any Members) of a Subsequent Amendment. Accordingly, the Association agrees that no action shall be taken by the Association, its Board, officers, successors or assigns, that will impede the development by the Developer of future subdivision units approved by the Village of Ruidoso, or impair easements for development set forth in this Amended Declaration.

Section 7. Security.

(a) Portions of the dedicated ways may have controlled, or otherwise limited, access for the construction and maintenance of security entrances. White Mountain Meadows is intended and planned as a controlled-access, fenced security subdivision with a manned or automated security gate. Owners, occupants, family members, guests and invitees shall cooperate with the security guard at the gate. All emergency vehicles shall have precedence in access to White Mountain Meadows without delay. The Association shall have the right to install electronic security devices on the fencing around the perimeter of White Mountain Meadows. Perimeter fencing shall be set back a minimum of one-half (1/2) foot from the exterior boundary of any utility easement. The plans and specifications for the security fences and/or entrances shall be subject to the approval of the Architectural Control Committee. Additional controlled (but unmanned) security entrances may be constructed by the Developer at any time at its sole discretion, and at its expense. The security guard system may be changed to an automated security system at any time, if allowed by state and federal law, upon an affirmative vote of 60% of the members of the Association.

Such security, whether manned or automated, shall be provided only so long as it is not found to be in violation of law by a court of competent jurisdiction or the Association is not otherwise prohibited from providing such security by applicable law.

(b) Neither the Association, the Developer, the Board nor the Architectural Control Committee shall in any way be considered insurers or guarantors of security within the Properties and neither the Association, the Developer, the Board nor the Architectural Control Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, lessees and guests of any Owner, as applicable, acknowledge that the Developer, the Association, the Board and the Architectural Control Committee do not represent or warrant that any security system designated, operated or contracted for by the Developer, the Association, the Board or the Architectural Control Committee, may not be compromised or circumvented, that any security systems will prevent loss by burglary, theft, hold-up, or otherwise nor that security systems will in all cases provide the protection for which the system is designed or intended. Each Owner, lessee and guest of an Owner, as applicable, acknowledges and

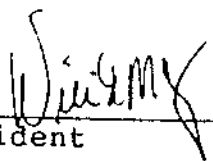
understands that the Developer, the Association, the Board and the Architectural Control Committee are not insurers and that each Owner, lessee and guest assumes all risks for loss or damage to persons, to Lots, to the contents of dwellings and to personal property and further acknowledges that Developer, the Association, the Board and the Architectural Control Committee have made no representations or warranties nor has any Owner, lessee or guest relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Properties. Every Owner, lessee and guest, by entering onto the Properties, agrees that he will not bring any action or suit against the Developer, the Association, the Board or the Architectural Control Committee for failure of any security measures undertaken within the Properties.

Section 8. Interpretation. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use and operation of White Mountain Meadows.

Section 9. Effective Date. This Amended Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Board of the Association herein, have caused this Amended Declaration to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

  
\_\_\_\_\_  
President

ATTEST:

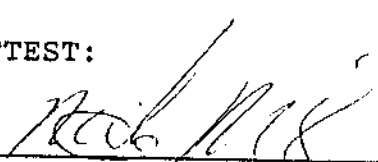
  
\_\_\_\_\_  
Secretary

EXHIBIT A

Certificate of Approval

The foregoing Amended Declaration of Covenants, Conditions and Restrictions, representing a complete amendment and restatement of the Declaration of Covenants, Conditions and Restrictions filed in the office of the County Clerk of Lincoln County, New Mexico on the 19th day of August, 1982, in Book 80 of Miscellaneous Records on pages 1151-1169, is hereby approved and shall be given full force and effect hereafter. The undersigned represents unit owners representing not less than ninety percent (90%) of votes entitled to be cast and all votes entitled to be cast did approve the foregoing Amended Declaration of Covenants, Conditions and Restrictions at a duly held meeting on July 30, 1988.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

Dated: September 1, 1988

By Wm. G. May  
President

Attest:

By M. L. M. S.  
Secretary-Treasurer

WHITE MOUNTAIN DEVELOPMENT  
COMPANY, INCORPORATED

Dated: September 1, 1988

By Wm. G. May  
Title Vice President

Attest:

By Patricia L. Thompson  
Title Assistant Secretary

Exhibit A, Continued

The undersigned, being all current owners of all the following real property:

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide No. 213

hereby state and declare that the foregoing Amended Declaration of Covenants, Conditions and Restrictions constitutes a full amendment and replacement to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Book 90 of Miscellaneous Records on pages 878-882; and the Amended Declaration of Covenants, Conditions and Restrictions shall be given full force and effect, as set forth therein, with respect to all real property in White Mountain Meadows, Unit 3.

WHITE MOUNTAIN DEVELOPMENT  
COMPANY, INCORPORATED, Owner of  
all Lots not otherwise owned on  
the date hereof of White  
Mountain Meadows, Unit 3.

Dated: Sept. 1, 1988

By William M. [Signature]  
Title: Vice President

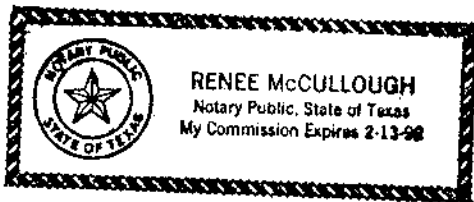
Attest:

By Patricia L. Thompson  
Title: Assistant Secretary

SHIRLEY McCORMACK, a married  
woman dealing in her sole and  
separate property, Owner of  
Lot 51 of Block 2 of White  
Mountain Meadows, Unit 3.

Dated: 9-7, 1988

By Shirley McCormack



JACKIE A. HAMILTON, a married  
woman dealing in her sole and  
separate property, Owner of  
Lot 52 of Block 2 of White  
Mountain Meadows, Unit 3.

Dated: 9-12, 1988

By Jackie A. Hamilton

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN ) SS.

The foregoing instruments were acknowledged before me this 1st day of September, 1988 by William G. McCarty President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, for and on behalf of said association.

My Commission Expires:  
4/26/92

*Deanna McNamee Wright*  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN ) SS.

The foregoing instrument (Exhibit A) was acknowledged before me this 1st day of September, 1988 by William G. McCarty, Vice, President of WHITE MOUNTAIN DEVELOPMENT COMPANY, INCORPORATED, a New Mexico Corporation, for and on behalf of said corporation.

My Commission Expires:  
4/26/92

*Deanna McNamee Wright*  
Notary Public

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN ) SS.

The foregoing instrument (Exhibit A) was acknowledged before me this 7th day of September, 1988 by SHIRLEY MCCORMACK.

My Commission Expires:  
11-18-90

*Jina G. Hall*  
Notary Public

STATE OF TEXAS )  
COUNTY OF Gray ) SS.

The foregoing instrument (Exhibit A) was acknowledged before me this 12th day of September, 1988 by JACKIE A. HAMILTON.

My Commission Expires:  
2-13-92

*Renee McCullough*  
Notary Public

[3184f]

BYLAWS  
OF  
WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

ARTICLE I

AMENDMENT OF EXISTING BYLAWS

These Bylaws entirely supercede and amend the previous Bylaws of White Mountain Meadows Home Owners Association recorded in the office of the County Clerk of Lincoln County, New Mexico on August 19, 1982, in Book 80 of Miscellaneous Records at pages 1170-1181 by virtue of a vote of more than seventy-five percent (75%) of the Members of the Association voting in favor of these amending Bylaws, taken at a duly called and held meeting of the Association on July 30, 1988.

ARTICLE II

NAME AND LOCATION

The name of the association is White Mountain Meadows Home Owners Association, hereafter referred to as the "Association". The principal office of the Association shall be located at P. O. Box 55 (1093 C Mechem Drive), Ruidoso, New Mexico 88345, but meetings of Members and directors may be held at such places within the State of New Mexico, County of Lincoln, as may be designated by the Board of Directors.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. There shall be a meeting of the Members on the first Friday of July of each year, at 9:30 o'clock A.M. at the principal office or at such other reasonable place or time (not more than 60 days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At the annual meeting, the Board of Directors shall present a financial report for the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Member, and a budget showing the estimated common expenses for the coming fiscal year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Members not present at said meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Members having one-third (1/3rd) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 3. Notices. Any notice or statement permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered One Hundred Twenty (120) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Association for the purpose of service of such notice. Such address may be changed from time to time by notice in writing to the Association.

Section 4. Quorum. At each such annual or special meeting called, the presence of Members or proxies entitled to vote equal to sixty percent (60%) of all votes of all classes of membership shall constitute a quorum. If the required quorum is not present at the first such meeting called, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of the Board of Directors;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Directors (when so required);
- (i) Unfinished business;
- (j) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who shall all be Members of the Association.

Section 2. Term of Office. Upon the approval of the Amended Declaration and these Bylaws, the Directors shall be elected by the Members. The first three Directors so elected shall serve for two (2) years; the next two Directors so elected shall serve for one (1) year. Thereafter, at each annual meeting, the Members shall elect Directors for a term of two (2) years for those Directors whose terms expire during such year.

Section 3. Resignation and Removal. Any Director may resign at any time by giving written notice to the then remaining Directors. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3rds) vote of all votes cast in person or by proxy at a meeting of the Association called for this purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any Member from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast one (1) vote for each Lot owned as provided in the Amended Declaration of Covenants, Conditions and Restrictions creating the Association in respect to each vacancy. The person receiving the largest number of votes for such vacancy shall be elected.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by the Directors shall require the assent of a majority of the number of Directors.

Section 4. Teleconference. Meetings of the Board of Directors may be held by telephone conference.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area owned by the Association, or Limited Common Area adjacent to each site lot, and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Amended Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Foreclose the lien of the Association against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same when, in the discretion of the Board of Directors, such action would be in the best interests of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Amended Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(3) Fix the amount of any special assessment and of the monthly assessment against each Lot as provided in the Amended Declaration and send statements to each Owner as provided for therein.

(d) Issue, or cause an appropriate officer to issue, upon reasonable demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association, if reasonably available.

(f) Procure and obtain water, sewer, garbage collection, electrical, cable television, telephone and gas and other necessary utility service for the Common Area owned by the Association, or Limited Common Area (and to the extent not separately metered or charged for the Site Lots).

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if in the discretion of the Board of Directors such bond is deemed appropriate.

(h) Cause the Common Area owned by the White Mountain Meadows Home Owners Association and the Limited Common Area to be maintained.

(i) As set forth in the Amended Declaration, cause the exterior or the interior of any dwelling to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, and a Secretary-Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board from among their number and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President:

The President shall preside at all meetings of the Members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments on behalf of the Association and shall co-sign all checks and promissory notes, with the Secretary-Treasurer.

Vice President:

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary-Treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual financial report of the Association books to be made at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be

presented to the membership at its regular annual meeting. Immediately following each annual meeting, the Secretary-Treasurer shall cause to be recorded in the Lincoln County Clerk's office, a list of the current Directors, together with their addresses and the expiration of their terms of office.

The Board shall have the authority to employ an Assistant Secretary who is not a member of the Board, who shall have authority to perform the functions of the Secretary, and such other duties as may be, from time to time, assigned by the Board.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors shall appoint any committees deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Amended Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Amended Declaration, each Member is obligated to pay to the Association annual, monthly and special assessments, all of which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner of the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments as provided for in the Amended Declaration, by non-use of the Common Area or Limited Common Area, or abandonment of his Lot. The Board of Directors shall be entitled to record a notice of a lien of the Association for any assessment which is delinquent, and to foreclose the same.

#### ARTICLE XII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by the affirmative vote of sixty-six percent (66%) of all votes cast at a meeting duly called for such purpose. 4

Section 2. In the case of any conflict between the Amended Declaration and these By-Laws, the Amended Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Limitation of Association's Liability. The Association shall not be liable for any failure of water supply, security service, or other service to be obtained and paid for by the Association hereunder, or for injury or damage to persons or property caused by such failure or the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area owned by the Association, or Limited Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 3. Indemnification of Board. Each member of the Board of Directors of the Association shall be indemnified by the Members against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Board of Directors or the Association.

IN WITNESS WHEREOF, the undersigned has caused these By-Laws to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

By: William  
President

ATTEST:

M. M. S.  
Secretary

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN ) SS.

The foregoing instrument was acknowledged before me this 1st day of September, 1988 by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for and on behalf of said association.

My Commission Expires:

4-26-92

Deanna M. Vane W. Wright  
Notary Public

[3183f]

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 19th day of September, 1988  
at 12:16 P. M., In the Lincoln County Records, Book 1988-12, pages 20-48  
Fran Siddens  
Lincoln County Clerk  
Rec. # 8808032 Fees: \$ 61.00

## SUPPLEMENT TO MEMBERSHIP AGREEMENT

## WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

## PARTIES

This is a supplement to that certain WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION MEMBERSHIP AGREEMENT which is contained in each Contract of Sale executed by White Mountain Development Company, Inc., a New Mexico Corporation, as Seller, together with its successors and assigns, hereinafter called the Developer, and each new member of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, named as Purchaser in said contract. This supplement entirely supercedes and amends the previous Supplement to Membership Agreement recorded in the office of the County Clerk of Lincoln County, New Mexico on August 19, 1982, in Book 80 of Miscellaneous Records at pages 1182 through 1188 by virtue of a vote of more than 75% of the members of the Association voting in favor of this amending supplement, taken at a duly called and held meeting of the Association on July 30, 1988. A form contract is attached hereto.

## RECITALS

## 1. White Mountain Meadows Subdivision:

White Mountain Development Company, Inc. is developing, and intends to continue developing, controlled access (security) and recreational residential subdivision units under the common name of White Mountain Meadows, located in Ruidoso, Lincoln County, New Mexico. The Developer will develop residential single-family lots and site lots for construction of townhouses to be constructed and/or sold by the purchasers of certain multi-family sites within White Mountain Meadows. White Mountain Meadows Subdivision will include all units of White Mountain Meadows, now or hereafter designated by the Developer to be a part of the Association, by instrument recorded in the office of the County Clerk of Lincoln County, New Mexico.

## 2. Name:

A home owners association has been organized to be known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. One owner or purchaser of each unimproved lot or improved lot of White Mountain Meadows shall be and become a member of the Association subject to the provisions of this Supplemental Agreement and subject to the provisions contained in the Contract of Sale signed by the purchaser at the time of purchase of the lot, subject to the Bylaws of the Association and subject to the Amended Declaration of Conditions, Covenants and Restrictions applicable to the lot. The primary purpose of the Association shall be to acquire the recreational facilities and open land to be developed by the Developer in all units of White Mountain Meadows, to operate and maintain them for the benefit, welfare, security and recreation of the members, to add facilities thereto at the option of the membership, to pay for the employment of security guards (or automated security measures, if deemed necessary by the Association) to control access to the subdivision for the purpose of providing security, so long as providing such security is not held by a court of competent jurisdiction to be in violation of applicable law or the Association is not otherwise prohibited by law from providing such security, and to provide any other services deemed necessary by the Association. Said Association shall also acquire as Trustee for the townhouse associations the Limited Common Area surrounding the townhouse sites.

## FACILITIES

### 1. To Be Provided by the Developer:

Firm Commitments by the Developer: the Developer has constructed a security fence around the perimeter of the units which are presently a part of White Mountain Meadows, and a gatehouse and gate to provide for controlled access to the units of the subdivision; and has constructed two tennis courts and a golf putting and driving range upon the site known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA in Unit 1. The Developer has conveyed to the Association the gatehouse and the WHITE MOUNTAIN MEADOWS HOME OWNERS COMMON AREA, free of encumbrances and at no cost to the Association. The Developer shall further convey to the Association, as Trustee for the townhouse owners, the Limited Common Area surrounding and appurtenant to Sites 1 through 58 of White Mountain Meadows, Unit 1, and any Limited Common Areas hereafter developed in further units of White Mountain Meadows. If additional green belt common areas are developed in future units, the Developer may convey such additional common areas to the Association under the same terms.

### 2. Optional Facilities Association:

At the discretion of the membership, the Association, at its expense, may elect to construct additional recreational facilities on such Common Area, such as, but not limited to, a clubhouse and/or swimming pool. At the discretion of the townhouse owners or their associations, recreational facilities may be constructed at their expense on the Limited Common Area provided that ninety percent (90%) of all site lot owners concur by affirmative vote at a meeting called for such purpose. Such facilities must conform to the Amended Declaration of Covenants, Conditions and Restrictions; must be approved by the Architectural Control Committee; and, unless otherwise specified in said vote, open to the common use of all site lot owners who will share, as appropriate, the assessments for the same. Failure to pay any assessments shall entitle the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION to impose a lien upon the individual lots, and to foreclose the same, together with the interest that accrues, costs and reasonable attorney's fees.

NOW THEREFORE, in consideration of the premises, this Agreement WITNESSETH:

## MEMBERSHIP

(a) One Class A Membership shall be issued to one of the buyers or owners of each Improved Lot in all units of White Mountain Meadows now or hereafter developed. Each such membership shall entitle the owner and his or her spouse, and their unmarried children under 21 years of age, to the privileges of such membership, subject to the payment of assessments as herein provided. In the event that the Improved Lot is sold or transferred by the Member to a new buyer or buyers, the membership shall be transferred to one of the new buyers by written notice to the Association.

(b) Class A-1 Memberships: One Class A-1 membership shall be issued to one of the buyers or owners of each Unimproved Lot in all units of WHITE MOUNTAIN MEADOWS, now or hereafter developed. Each such membership shall entitle the owner and his or her spouse, and their unmarried children under 21 years of age, to the privileges of such membership, subject to the payment of assessments as herein provided. In the event that an Unimproved Lot is sold or transferred by the member to a new buyer or buyers, the membership shall be transferred to one of the new buyers, by written notice to the Association. The Class A-1 membership shall be upgraded to a Class A

membership upon undertaking the building or construction of a residence on the Unimproved Lot and the Class A-1 membership for such Unimproved Lot shall thereupon automatically terminate and expire.

(c) Class B Membership: the Developer shall be entitled to three (3) Class B memberships for each Lot owned by the Developer or its successors in all units of WHITE MOUNTAIN MEADOWS now or hereafter developed, until each of said Lots is sold.

(d) At the discretion of the members, the Association may elect to sell memberships to non-residents of WHITE MOUNTAIN MEADOWS, and may establish their own terms for such sales.

#### ASSESSMENTS

(a) Class A and Class A-1 Members: Every member of these classes of membership shall pay annual assessments payable annually in advance by January 1 of each year, with the assessments for the year of purchase being prorated and paid as of the date of closing said member's contract to purchase the Lot. The annual assessments for Class A Members for the year from January 1, 1988 through December 31, 1988 are hereby established at \$85 per month, subject to increase as set out below in paragraph (c) (effective September 1, 1988). The annual assessments for Class A-1 Members for the year from January 1, 1988 through December 31, 1988 are hereby established at \$20.00 per month, subject to increase as set out below in paragraph (c).

(b) Class B Member: Site Lots and Unimproved Lots owned by the Developer shall not be subject to annual or special assessments imposed by the Association. Improved Lots owned by the Developer shall be subject to annual and special assessments the same as if such Improved Lots were owned by a Class A Member. The Developer may enter into subsidy contracts with the Association for payment of a portion of the common expenses to be paid by the Association. Further, the Developer may contribute assessments due from it in service or materials or a combination of services and materials, rather than in money.

(c) The annual assessments for Class A and Class A-1 memberships shall be subject to increase in an amount not to exceed 10% per annum for each class by action of the Board of Directors of the Association effective January 1 of any year commencing January 1, 1989; or may be increased more than 10% per annum by affirmative vote of 60% of the members of each class in attendance, either in person or represented by proxy, at the annual meeting or a special meeting called for that purpose.

(d) The townhouse associations shall be subject to assessment on a prorata basis for the maintenance and upkeep of the LIMITED COMMON AREA and for the ad valorem taxes accruing against said LIMITED COMMON AREA; and such townhouse associations as benefit from private roads or ways providing access to their townhouse areas shall be subject to assessment for the maintenance and repair of such private roads or ways. Notice of said assessments shall be mailed by the Association to each such townhouse association at the address shown on the books of the White Mountain Meadows Home Owners Association; and the townhouse associations shall assess their members for their pro-rata share of such assessments and shall be responsible for the collection and payment thereof. All assessments shall be considered delinquent if not paid within thirty (30) days of the date of said notices.

Failure to pay such assessments within thirty (30) days of the due date shall constitute a default under the purchase contract and such payment shall be secured by a lien to be filed by the Association against the Lot, as provided in the recorded Amended Declaration of Covenants, Conditions and Restrictions governing each unit of White Mountain Meadows and as provided by purchaser's Contract of Sale and Membership Agreement, by this Supplement and by the Bylaws of the Association.

#### VOTING RIGHTS

Each Class A and Class A-1 member in good standing shall have one vote for each Lot, owned by such member.

The Class B Member, the Developer or its successors, shall have three (3) votes for each Lot owned by it.

#### MANAGEMENT

The Association shall have full responsibility for the management through its Board of Directors as provided in the Bylaws. Any trust account balances and all books and other records shall be turned over by White Mountain to the Board of Directors of the Association as soon as possible after its election.

#### BINDING EFFECT

The terms and conditions of this Supplement to Membership Agreement shall be binding upon and run with the real property subjected hereto as provided in the Amended Declaration and the Contract of Sale.

#### RIGHTS AND DUTIES

The rights and duties of the Association members are further prescribed in the Bylaws of the Association.

#### ADDRESS FOR PAYMENT OF DUES AND ASSESSMENTS

All dues and assessments shall be payable to the WHITE MOUNTAIN MEADOWS HOME OWNER ASSOCIATION, c/o P.O. Box 55, Ruidoso, New Mexico, 88345, or to the Association at the address of the Association, as the same may be changed from time to time.

#### AMENDMENTS

This Supplement to Membership Agreement may be amended by affirmative vote of 66% of the membership of the Association present in person or represented by proxy at the annual meeting or at a special meeting called for that purpose.

IN WITNESS WHEREOF the undersigned has caused this Supplement to Membership Agreement to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

By: Wichman

President

ATTEST:

[Signature]  
Secretary

STATE OF NEW MEXICO

COUNTY OF LINCOLN

)  
) SS.  
)

The foregoing instrument was acknowledged before me this  
1st day of September, 1988, by William G. McCarty,  
President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for  
and on behalf of said association.

My Commission Expires:

April 26, 1992

*Deanna M. McNamee Wright*  
Notary Public

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 19th day of September, 1988  
at 12:17 P. M., in the Lincoln County Records, Book 1988-12, pages 49-53

Fran Siddens  
Lincoln County Clerk

By: *[Signature]*

Rec. #

8808033

Fees: \$

13.00

Deputy

[3182f]

Martha McKnight Proctor, Lincoln County Clerk, Rec. # 89-05200, Deputy, Fee: \$ 7.00

CERTIFICATE AS TO SUSPENSION OF SECURITY SERVICE  
IN WHITE MOUNTAIN MEADOWS SUBDIVISION

WHEREAS the various Units of WHITE MOUNTAIN MEADOWS, a subdivision located in Ruidoso, Lincoln County, New Mexico, were created as a security subdivision having a security guard at the entrance gate controlling access to the subdivision; and

WHEREAS, the Amended Declaration Of Covenants, Conditions and Restrictions of WHITE MOUNTAIN MEADOWS, UNITS 1, 2 AND 3, and SUPPLEMENT TO MEMBERSHIP AGREEMENT OF WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION which are recorded in Book 1988-12 at pages 20 through 53 of the records of Lincoln County, New Mexico, contain references to such security guard service; and

WHEREAS, to date few residences have been built within White Mountain Meadows and the cost of continuing operation of such security service would create a financial burden upon a number of the lot owners in such subdivision and certain members suggested suspension of the security guard service; and

WHEREAS, with due notice to all members, the suggestion to suspend security guard service was presented and acted upon by the members of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION at its annual meeting held on July 7, 1989;

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION hereby certifies as follows:

1. That the Notice of the annual meeting of the Home Owners Association mailed to all members on June 7, 1989 among other matters stated that ... "The primary business of the meeting will be to determine the method of continuing to finance security.....or in the alternative.....to suspend security until such time as there are sufficient members to pay the costs of payroll without such a burden on so few."

2. That there was a quorum present at such annual meeting of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION held on July 7, 1989, consisting of 29 of the 41 Class A and Class A-1 members and the Class B member present in person or represented by proxy (99% of the total eligible vote being represented).

3. That after due discussion and deliberation, a motion was made and duly seconded that the security guard service at the entrance gate be suspended effective at midnight July 23, 1989 until future consideration and action by the members of the Home Owners Association. The motion was unanimously passed.

4. That upon further motion duly made, seconded and unanimously passed, dues for all Class A and Class A-1 members were set at \$240.00 for the year 1990 to be payable in January 1990.

5. That the Amended Declaration of Covenants, Conditions and Restrictions of WHITE MOUNTAIN MEADOWS, UNITS 1, 2 and 3 and the SUPPLEMENT TO MEMBERSHIP AGREEMENT OF WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION remains in full force and effect except for temporary suspension of security guard service at the entrance gate.

6. That this Certificate is made for the purpose of informing purchasers of lots in WHITE MOUNTAIN MEADOWS, real estate agents, title abstractors and other concerned parties that controlled access at the entrance gate has been temporarily suspended.

WITNESS our hands and seal this 14th day of July, 1989.

ATTEST:

*Patricia L. Thompson*  
Assistant Secretary

WHITE MOUNTAIN MEADOWS  
HOME OWNERS ASSOCIATION.

By: *William G. McCarty*  
William G. McCarty, President

CERTIFICATION  
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely micro-filmed as a necessary operation in the generation of an inviolate document file.  
*Carol Bill Hunter*  
CLERK OF RECORDS  
DATE OF FILMING 7-19-89

SH7

STATE OF NEW MEXICO

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 14th day of July, 1989, by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, a non-incorporated association, on behalf thereof.

*Jo Ann Barnett*  
Notary Public

My Commission Expires:

*August 8, 1991*

CERTIFICATION  
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilm as a necessary operation in the generation of an inviolate document file.

*Carol Belle Turner*  
CAMERA OPERATOR

*7-19-89*  
DATE OF FILMING

548

92-6/734-736

AMENDMENT NO. ONE TO AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WHITE MOUNTAIN MEADOWS UNITS 1, 2 AND 3

WHEREAS, the White Mountain Development Company, Inc., a New Mexico corporation, as developer of WHITE MOUNTAIN MEADOWS and as the grantor under certain instruments of record creating restrictive covenants and covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNITS 1 & 2, Ruidoso, New Mexico, as shown by the plat thereof filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August 1982, in Cabinet D, Slide Nos. 87 & 88; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984 in Cabinet D, Slide 219

to certain amended and/or restated replacement restrictions, covenants and conditions by that certain Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 & 3 filed in the office of the County Clerk of Lincoln County, New Mexico on the 19th day of September, 1984, in Book 1988-12, at pages 20 through 33 both inclusive of the Records of Lincoln County; and

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows Units 1, 2 & 3 contains provisions allowing amendment thereof; and

WHEREAS, the amendments effected by Sections 1 and 3 hereof were authorized by a vote of the Members of the White Mountain Meadows Homeowners Association on July 5, 1991; and

WHEREAS, the signatures of owners representing not less than ninety percent (90%) of all votes entitled to be cast appear hereon, reflecting approval of all amendments effected hereby:

NOW THEREFORE, this Amendment No. One to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 & 3 is hereby adopted and shall be in full force and effect from and after the date of recording hereof, and all of the real property described above and any additional property as may by subsequent Amendment be added to and subjected to the Amended Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions therein and herein, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to the Amended Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Section 1(gg) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(gg):

(gg) White Mountain Meadows, Unit 1, is hereby designated for multifamily use for construction of townhouses only. This Unit now consists of Sites 1 through 43 and Sites 51 through 58 (each a "Site"), containing a total of 252 Site Lots and the appurtenant Limited Common Area. Sites 44 through 50 having been eliminated by that certain Partial Vacation of Plat recorded in the office of the Lincoln County Clerk on May 4, 1992, in Book 1992-6, page(s) 66 thru 68, of the records of Lincoln County, New Mexico.

The maximum density of Unit 1 is hereby limited to

CERTIFICATION

All microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

Peter A. Bue  
CAMERA OPERATOR

May 15, 1992  
DATE OF FILMING

252 Site Lots, rather than the original 274 Site Lots. The vacated Sites 44 through 50 are now a part of the Common Area owned by the Association.

2. Section 1(kk) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(kk):

(kk) The following Sites are limited to one story in height: Sites 5, 21, 22, 23, 24, 42, and 43 as delineated on the plat of Unit 1. On all other non-vacated Sites delineated on the plat of Unit 1, no building shall exceed two (2) stories in height.

3. Section 1(oo) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(oo):

(oo) No Lot as originally platted shall be subdivided without the express written consent of the Architectural Control Committee and/or to eliminate an inadvertent encroachment on a neighboring lot. However, the Developer, with the consent of 90% of the vote of the members of the Association, may amend the plat to consolidate certain Site Lots and change the use thereof from multifamily to single-family, prior to any sale of the affected Site or Sites.

4. Section 3 of Article IV of the Amended Declaration shall be amended by deleting the first paragraph thereof and replacing it with the following new paragraph:

Section 3. Maximum Annual Assessment The annual assessment for Class A Members for the year from January 1, 1992 through December 31, 1992 is hereby established at \$20 per month per Improved Lot. The annual assessment for Class A-1 Members for the year from January 1, 1992 through December 31, 1992 is hereby established at \$20 per month per Unimproved Lot.

5. Section 12 of Article IV of the Amended Declaration shall be deleted in its entirety and shall be replaced with the following new Section 12:

Section 12. Obligation of Townhouse Owner to Repair Interior Maintenance. Except for those portions which the Association is required to maintain and repair hereunder, each Owner of any townhouse shall, at the Owner's expense, keep the interior of his dwelling and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearances and condition of his dwelling. In addition to decorating and keeping the interior of the dwelling in good repair, the Owner of any townhouse shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment, furnaces, fireplaces, lighting fixtures, refrigerators, dishwashers, disposals or ranges that may be in or connect with the dwelling. In the event an Owner of a townhouse fails to make necessary repairs or to perform necessary maintenance, the Association shall have the right to perform such repairs or maintenance, and if it performs such repairs or maintenance, then it shall bill the Owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date billed and shall be and remain a continuing lien upon the dwelling until such amount is paid.

CERTIFICATION  
All aforementioned images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an imposable document file.  
File A. Bae  
CARENA OPERATOR  
May 15, 1991  
DATE OF FILMING

The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any portion of the Common Area or Limited Common Area or in any Lot or dwelling.

6. Section 7 (a) of Article VI of the Amended Declaration shall be amended by adding a third paragraph as follows:

Notwithstanding anything herein to the contrary, the Association may, at any time upon the affirmative vote of 60% of the members of the Association, suspend any security system and may, at any time upon the affirmative vote of 60% of the members of the Association, reinstate a security system. Such security system was suspended as of July 23, 1989 and remains suspended as of the date hereof.

7. All terms and provisions of the Amended Declaration shall remain in full force and effect except as specifically amended hereby.

8. All capitalized terms used herein shall have the same meanings as ascribed to them in the Amended Declaration.

IN WITNESS WHEREOF, the undersigned, with the approval of the Board of the Association herein, have caused this Amendment No. One to the Amended Declaration to be executed by its duly authorized officers this 23rd day of March, 1992.

ATTEST:

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

Patricia L. Thompson  
Assistant Secretary

By: William G. McCarty  
President

STATE OF NEW MEXICO  
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 23rd day of March, 1992, by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for and on behalf of said Association.

Victoria L. Hase  
Notary Public

My Commission Expires:  
2-14-94

The undersigned, representing at least ninety percent (90%) of all votes entitled to be cast hereon, hereby acknowledge and approve all amendments effected by Amendment No. One to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3; on behalf of the White Mountain Meadows Homeowners Association in accordance with the vote of the members at their Annual Meeting held on July 5, 1991.

ATTEST:

Patricia L. Thompson  
Assistant Secretary

WHITE MOUNTAIN DEVELOPMENT CO., INC.  
Class B member, 1066 votes, 96%

By: William G. McCarty  
Vice President

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 13th day of May, 1992  
at 11:52 A. M., in the Lincoln County Records, Book 1992-6, pages 734-736

Martha McKnight Proctor  
Lincoln County Clerk

By: Opal Hise  
Deputy

Rec. # 92-03863

Fees: \$ 9.00 736

CERTIFICATION  
All microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an up-to-date document file.  
Pete A. Bana  
CAPER OPERATOR  
MAY 15 1992  
DATE OF FILMING

AMENDMENT NO. ONE TO SUPPLEMENT TO  
MEMBERSHIP AGREEMENT  
WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION

WHEREAS, White Mountain Meadows Homeowners Association (the "Association") is a party to that certain Supplement to Membership Agreement dated September 1, 1988; and

WHEREAS, each new member of the Association accepts the terms of the Membership Agreement and Supplement thereto upon joining the Association; and

WHEREAS, the Supplement may be amended by affirmative vote of 66% of the membership of the Association; and

WHEREAS, the Association desires to amend the Supplement and the signatures of owners representing more than the required sixty-six percent (66%) of the membership appear hereon, reflecting approval of the amendment effected hereby;

NOW THEREFORE, the Supplement is hereby amended as follows:

1. Paragraph 1. under the heading "Facilities", beginning with line 11 is hereby amended to read: "The Developer shall further convey to the Association, as Trustee for the townhouse owners, the Limited Common Area surrounding and appurtenant to Sites 1 through 43 and Sites 51 through 58 of White Mountain Meadows, Unit 1, and any Limited Common Areas hereafter developed in further units of White Mountain Meadows. If additional green belt common areas are developed in present or future units, the Developer may convey such additional common areas to the Association under the same terms."

2. Paragraph (a), under the heading "Assessments", is hereby deleted in its entirety and replaced with the following new paragraph (a):

(a) Class A and Class A-1 Members: Every member of these classes of membership shall pay annual assessments payable annually in advance by January 1 of each year, with the assessments for the year of purchase being prorated and paid as of the date of closing said member's contract to purchase the Lot. The annual assessments for Class A members for the year from January 1, 1992 through December 31, 1992 are hereby established at \$20 per month, subject to increase as set out below in paragraph (c). The annual assessments for Class A-1 Members for the year from January 1, 1992 through December 31, 1992 are hereby established at \$20.00 per month, subject to increase as set out below in paragraph (c).

3. All terms and provisions of the Supplement shall remain in full force and effect except as specifically amended hereby.

ATTEST:

*Patricia L. Thompson*  
Assistant Secretary

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

By: *William G. McCarty*  
President

STATE OF NEW MEXICO  
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 23rd day of March 1992, by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for and on behalf of said Association.

*Victor L. Litter*  
Notary Public

My Commission Expires:

Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.  
Pete A. Bora  
CAMERA OPERATOR  
MAY 15 1992  
DATE OF FILING

737

The undersigned developer of WHITE MOUNTAIN MEADOWS, representing at least sixty-six percent (66%) of the membership of the Association, hereby acknowledges and approves Amendment No. One to the Supplement to the White Mountain Meadows Homeowners Association Membership Agreement.

ATTEST:

Patricia L. Thompson  
Assistant Secretary

WHITE MOUNTAIN DEVELOPMENT CO., INC.  
Class B Member, 1066 votes, 96%

By:

Wm. H. McCoy  
Vice-President

|                                |  |              |    |
|--------------------------------|--|--------------|----|
| STATE OF NEW MEXICO            |  | }            | SS |
| COUNTY OF LINCOLN              |  |              |    |
| Recorded this 13th day of      |  |              |    |
| May, 1992, at 11:54 A.M.       |  |              |    |
| in the Lincoln County Records. |  |              |    |
| Book 1992-6, Pages 737-738     |  |              |    |
| Notarized by _____             |  |              |    |
| Lincoln County Clerk           |  |              |    |
| By: <u>Opal Hill</u> Deputy    |  |              |    |
| Rec. # 92-03864                |  | Folio # 7100 |    |

Certificates are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolable document file.

Patricia A. Bass  
CAMERA OPERATOR

MAY 15 1992  
DATE OF FILMING

Martha McKnight Proctor by Charlotte Emmons Deputy  
Lincoln County Clerk

Rec. # 94-06632  
AMENDMENT NO. TWO TO

Fees: \$ 13.00

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WHITE MOUNTAIN MEADOWS,  
UNITS 1, 2 AND 3

WHEREAS, WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, as developer of WHITE MOUNTAIN MEADOWS and as the grantor under certain instruments of record creating restrictive covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNITS 1 AND 2, Ruidoso, New Mexico, as shown by the plat thereof filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 and 88; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide 213;

to certain amended and/or restated replacement restrictions, covenants and conditions by that certain Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of September, 1988, in Book 1988-12, at pages 20 through 53, both inclusive, and further subject to Amendment No. One to said Amended Declaration recorded May 13, 1992, in Book 1992-6, pages 734 through 736 of the Records of Lincoln County; and

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows, Units 1, 2 and 3 contains provisions allowing amendment thereof; and

WHEREAS, the WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, by vote of more than 90% of the Owner/Members thereof at their annual meeting on July 2, 1993, unanimously consented to a replat of certain multi-family sites located in WHITE MOUNTAIN MEADOWS, UNIT 1 (being sites numbered 1 through 29) to become single-family residential lots; and further unanimously consented to the necessary amendment of the Covenants, Conditions and Restrictions to effect such change from multi-family to single-family residential lots for the property replatted; and

WHEREAS, at such meeting the owner/members of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION authorized the Board of Directors of such Association to act on their behalf to approve the replat of such lots and the amendment necessary to effect the changes to the Restrictive Covenants; and

WHEREAS, the developer WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. is the sole owner of the property affected by this amendment and replat;

NOW, THEREFORE, this Amendment No. Two to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, is hereby adopted and shall be in full force and effect from and after the date of recording hereof as to Lots 1 through 42 of White Mountain Meadows, Unit 1, as shown by the replat of Sites 1 through 29, White Mountain Meadows, Unit 1, filed July 22, 1994, in Cabinet F, Slide No. 60, of the Records of Lincoln County, New Mexico:

ALL microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

Peter A. Bruce  
CAMERA OPERATOR

AUGUST 2, 1994  
DATE OF FILMING

1. Section 1 (r) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following Section 1 (r):

(r) White Mountain Meadows, Unit 1, Lots 1 through 42, Units 2 and 3, are hereby designated as "single-family housing residential areas" and not for the construction of townhouses, condominiums or apartments.

2. Section 1 (gg) of Article II of the Amended Declaration as amended by Amendment No. One, recorded May 13, 1992, in Book 1992-6, pages 734-736, both inclusive, of the Records of Lincoln County, New Mexico, shall be deleted in its entirety and replaced with the following Section 1 (gg):

(gg) White Mountain Meadows, Unit 1, Sites 30 through 43 and Sites 51 through 58 (each a "site"), are hereby designated for multi-family use for construction of townhouses only. Said Sites 30 through 43 and 51 through 58 contain a total of 109 site lots and the appurtenant limited common area, Sites 44 through 50 having been eliminated by that certain Partial Vacation of Plat recorded May 4, 1992, in Book 1992-6, pages 66-68 of the Records of Lincoln County, New Mexico.

The maximum density of Sites 30 through 43 and Sites 51 through 58 of Unit 1 is hereby limited to 109 site lots. The vacated sites are now a part of the common area owned by the White Mountain Meadows Homeowners Association.

3. Section 1 (kk) of Article II of the Amended Declaration as amended by Amendment No. One, recorded May 13, 1992, in Book 1992-6, pages 734-736, both inclusive, of the Records of Lincoln County, New Mexico, shall be deleted in its entirety and replaced with the following Section 1 (kk):

(kk) Sites 42 and 43 as designated on the plat of Unit 1 are limited to one-story in height. Lots 1 through 42 as designated on the replat of Unit 1 may, at the sole discretion of developer, be limited to one-story in height. The determination of the developer to limit a building to one-story in height on Lots 1 through 42 shall be made at the time of the initial sale and conveyance by developer of said Lots, and shall be contained in the deed from developer as a deed restriction limiting building to one-story in height. On all other non-vacated sites designated on the plat of Unit 1, no building shall exceed two (2) stories in height.

4. All terms and provisions of the Amended Declaration and Amendment No. One to the Amended Declaration shall remain in full force and effect except as specifically amended hereby.

5. All capitalized terms used herein shall have the same meanings as ascribed to them in the Amended Declaration and Amendment No. One to the Amended Declaration.

CERTIFICATION  
All microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

*Pat A. Brea*  
CAMERA OPERATOR

August 2, 1994  
DATE OF FILMING

IN WITNESS WHEREOF, the undersigned Owner-Developer, with the approval of the Board of Directors of White Mountain Meadows Homeowners Association contained herein, have caused this Amendment No. Two to the Amended Declaration to be executed by its duly authorized officers this 28th day of July, 1994.

WHITE MOUNTAIN DEVELOPMENT CO., INC.

By: William G. McCarty  
William G. McCarty  
Vice President

ATTEST:

Patricia L. Thompson  
Patricia L. Thompson  
Assistant Secretary

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

By: William G. McCarty  
William G. McCarty  
President

The undersigned, representing at least ninety percent (90%) of all votes entitled to be cast hereon, hereby acknowledge and approve the Amendments effected by Amendment No. 2 to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3; on behalf of White Mountain Meadows Homeowners Association in accordance with the unanimous vote of the members at their annual meeting held on July 2, 1993.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION

By: William G. McCarty  
William G. McCarty  
President

WHITE MOUNTAIN DEVELOPMENT CO., INC.  
CLASS B. MEMBER 1044 VOTES, 96%

By: William G. McCarty  
William G. McCarty  
Vice President

ATTEST:

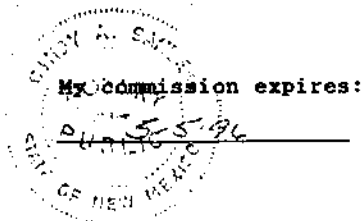
Patricia L. Thompson  
Patricia L. Thompson  
Assistant Secretary

CERTIFICATION  
All microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.  
Pete A. Brea  
CAMERA OPERATOR  
August 2, 1994  
DATE OF FILMING

STATE OF NEW MEXICO )  
: ss.  
COUNTY OF LINCOLN )

This instrument was acknowledged before me on July 28, 1994, by William G. McCarty as Vice President of White Mountain Development Co., Inc., a New Mexico corporation, and by William G. McCarty as President of White Mountain Meadows Homeowners Association.

Cindy A. Smith  
Notary Public



CERTIFICATION  
All microphotographic images of records on this film strip following or preceding this certificate are of authorized records in the possession of this agency as noted in the Statement of Intent and Purpose for this date and roll. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

Pete A. Bue  
CAMERA OPERATOR

August 2, 1994  
DATE OF FILMING

WHITE MOUNTAIN MEADOWS ARCHITECTURAL CONTROL

WHEREAS, in accordance with the CCR's covering the WHITE MOUNTAIN MEADOWS subdivision units, Architectural Control of building plans and site location was vested in the Developer, White Mountain Development Company, Inc., until such time as Architectural Control was turned over to a committee selected by the Homeowners Association and;

WHEREAS, the Board of Directors of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, an unincorporated New Mexico association, at its Annual Meeting held on July 20, 2002, elected to continue the same Architectural Control for all and future units of White Mountain Meadows, Lincoln County, New Mexico, in the Developer;

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, does hereby give notice to all buyers, present and future lot owners in White Mountain Meadows units, that exterior building plans, including site location, shall require the approval of Bill McCarty, Vice President, of White Mountain Development Company who is the Architectural Control Committee; by presentation of such plans to his office located at 1097 Mechem Drive, mailing address P. O. Box 55, Ruidoso, New Mexico, 88355, for review, approval and signature.

This authority shall remain vested in White Mountain Development Company until otherwise changed by vote of the Homeowners Association and by further notice.

Dated this 26<sup>th</sup> day of October, 2002.

WHITE MOUNTAIN MEADOWS  
HOMEOWNERS ASSOCIATION.

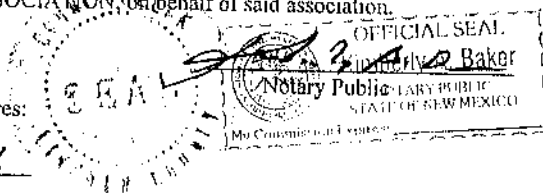
By: Herbert H. Brunell, Jr.  
Herbert H. Brunell, Jr., President

STATE OF NEW MEXICO  
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2002, by Herbert H. Brunell, Jr., President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, on behalf of said association.

My Commission Expires:

5/29/2006



STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 7<sup>th</sup> day of November, 2002

at 11:48 A. M., in the Lincoln County Records, Book 294, pages 1090

Tammie J. Maddox  
Lincoln County Clerk

By:

Glenn E. Schupp  
Rec # 200211500

1090  
Deputy

Fees \$ 9.00

## White Mountain Meadows HomeOwners Association

### To Whom It May Concern:

The duly elected **Board of Directors** of White Mountain Meadows Home Owners Association, effective July 8, 2006 are as follows:

| <u>Name and Address</u>                                                                 | <u>Term Expiration</u> |
|-----------------------------------------------------------------------------------------|------------------------|
| Dottie Edwards      505-258-9977<br>535 White Mountain Meadows Dr.<br>Ruidoso, NM 88345 | July 2008              |
| Larry Schmidt      505-258-1667<br>410 White Mountain Meadows Dr.<br>Ruidoso, NM 88345  | July 2008              |
| Wanda Zipprich      505-258-5880<br>212 Meadows Dr.<br>Ruidoso, NM 88345                | July 2008              |
| <u>Hold Over Board Members</u>                                                          |                        |
| Chuck Maly      505-802-0214<br>141 Meadows Dr.<br>Ruidoso, NM 88345                    | July 2007              |
| Don Simpson      505-258-1980<br>583 White Mountain Meadows Dr.<br>Ruidoso, NM 88345    | July 2007              |

The Board of Directors has appointed the following members to comprise the **ARCHITECTURAL CONTROL COMMITTEE**, effective July 8, 2006 for White Mountain Meadows Subdivision, Units 1, 2 and 3.

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
| John (Jack) Kennedy<br>612 White Mountain Meadows Dr., Ruidoso, NM | 505-258-2606 |
| George Garver<br>580 White Mountain Meadows Dr., Ruidoso, NM       | 505-258-4287 |
| Wanda Zipprich<br>212 Meadows Dr., Ruidoso, NM                     | 505-258-5880 |



LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200608829  
Book 2006 Page 8829  
1 of 2  
09/14/2006 10:40:03 AM  
BY CHARLOTT

Signed this 12<sup>th</sup> day of September, 2006.

Wanda J. Zipprich  
Wanda J. Zipprich  
Secretary/Treasurer for  
White Mountain Meadows HomeOwners  
Association  
212 Meadows Drive  
Ruidoso, New Mexico 88345

State of New Mexico

:ss:

County of Lincoln

On this 12<sup>th</sup> day of September, 2006 before me, the undersigned, a Notary Public in and for the State of New Mexico, personally appeared Wanda J. Zipprich to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

[Signature]  
Notary Public in and for the  
State of New Mexico

My Commission Expires

March 21, 2009

LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200608829  
Book 2006 Page 8829  
2 of 2  
09/14/2006 10:40:03 AM  
BY CHARLOTT

LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200706304  
Book 2007 Page 6304  
1 of 1  
07/17/2007 10:34:44 AM  
BY LORRE1



WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION  
ARCHITECTURAL CONTROL

WHEREAS, in accordance with the Declaration of Covenants, Conditions, and Restrictions covering the WHITE MOUNTAIN MEADOWS Subdivision Units 1, 2, and 3, Architectural Control of building plans and site location was vested in the Developer, White Mountain Development Company, Inc., until such time as Architectural Control was turned over to a committee selected by the Homeowners Association and;

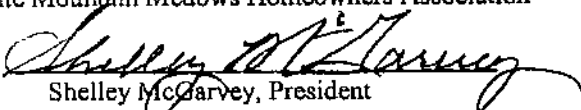
WHEREAS, the Board of Directors of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, an unincorporated New Mexico association, at its Annual Board Meeting held on July 7, 2007, and again at a Special Meeting of the Board of Directors held on July 11, 2007 appointed White Mountain Development Company, Inc. the Architectural Control Committee for Units 1, 2, and 3 of White Mountain Meadows Subdivision, Lincoln County, New Mexico. Architectural control is currently vested in White Mountain Development for White Mountain Meadows, Unit 4, pursuant to the supplemental Declaration of Covenants, Conditions, and Restrictions of said Unit, filed on the 11<sup>th</sup> day of April 2003 in Cabinet H, Slide No. 565.

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, does hereby give notice to all buyers, present and future lot owners in White Mountain Meadows Units 1, 2, & 3, that exterior building plans, including site location, shall require the approval of Bill McCarty, Vice President, of White Mountain Development Company, by presentation of such plans to his office located at 1097 Mechem Drive, mailing address P. O. Box 55, Ruidoso, New Mexico, 88355, for review, approval and signature.

This authority shall remain vested in White Mountain Development Company until otherwise changed by vote of the Homeowners Association and by further notice.

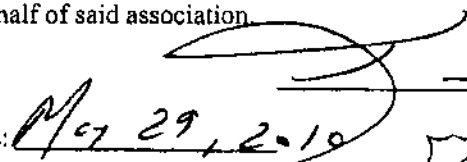
Dated this 12<sup>th</sup> day of July 2007.

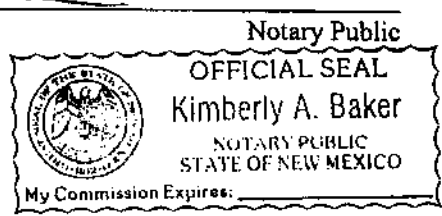
White Mountain Meadows Homeowners Association

By:   
Shelley McGarvey, President

STATE OF NEW MEXICO  
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July 2007, by Shelley McGarvey, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, on behalf of said association.

My commission expires:  07 29, 2010





**CERTIFICATE AS TO DIRECTORS AND OFFICERS OF  
WHITE MOUNTAIN MEADOWS HOMEOWNER'S ASSOCIATION 2014-2015**

STATE OF NEW MEXICO )  
 )SS  
COUNTY OF LINCOLN )

I, the undersigned, being first duly sworn, on oath state: That I am the duly elected Secretary/Treasurer of White Mountain Meadows Homeowners' Association and the keeper of the records of said association:

That the Minutes of White Mountain Meadows Homeowners' Association Annual Meeting held on July 19, 2014 reflect that the following named persons were elected Directors of said Association on that date to serve for the terms set opposite their names:

|                                                                    |                |
|--------------------------------------------------------------------|----------------|
| Dayne J. "John" Hall, 102 Charles McClellan Dr., Ruidoso, NM 88345 | July 2013-2015 |
| Ruben Garcia, 109 Charles McClellan, Ruidoso, NM 88345             | July 2013-2015 |
| Catherine Alred, 109 Pat Thompson Court, Ruidoso, NM 88345         | July 2013-2015 |
| Ron Roybal, 408 White Mountain Meadows Dr, Ruidoso, NM 88345       | July 2014-2016 |
| Cody Patterson, 310 White Mountain Meadows Dr, Ruidoso, NM 88345   | July 2014-2016 |

The following are officers of the Association:

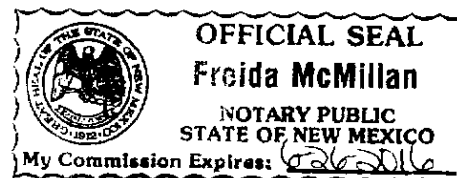
President – Dayne J. "John" Hall  
Vice-President – Cody Patterson  
Secretary/Treasurer – Ruben Garcia  
Assistant Secretary – Catherine Alred

*10-20-2014*  
Signed this \_\_\_\_\_ day of October, 2014.

Ruben Garcia

STATE OF NEW MEXICO )  
COUNTY OF LINCOLN )

The foregoing instrument was acknowledged before me this 20th day of October 2014, by Ruben Garcia, Secretary/Treasurer of the White Mountain Meadows Homeowners' Association on behalf of said Association.

  
Notary Public in and for the State of New Mexico



**Amendment No. 3 to Amended Declaration of Covenants, Conditions and**

**Restrictions of White Mountain Meadows Units 1, 2 and 3**

WHEREAS, the WHITE MOUNTAIN MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., is a New Mexico corporation and governing body of White Mountain Meadows; and

WHEREAS, the following platted subdivisions are within the White Mountain Meadows Subdivision, in the Village of Ruidoso, County of Lincoln, State of New Mexico:

White Mountain Meadows, Units 1 and 2, Ruidoso, New Mexico  
as shown by the plat thereof, filed in the office of the County Clerk  
of Lincoln County, New Mexico, on the 13<sup>th</sup> day of August, 1982, in  
Cabinet D, Slide Nos. 87 and 88; and

White Mountain Meadows, Unit 3, Ruidoso, New Mexico  
as shown by the plat thereof, filed in the office of the County Clerk  
of Lincoln County, New Mexico, on the 26<sup>th</sup> day of January, 1984, in  
Cabinet D, Slide No. 213;

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3 contains provisions for the amendment thereof in Article VI, Section IV, by a vote of not less than sixty-six per cent (66%) of the Property Owners; and

WHEREAS, the membership has voted by the requisite majority to amend the Amended Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions is hereby adopted and shall be in full force and effect as of the date of the filing hereof with the office of the County Clerk of Lincoln County, and all of the real property

described above shall be held, sold, possessed and conveyed subject to this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of the property described above and shall run with the land and shall be binding on all heirs, assigns, successors and shall inure to the benefit of each owner thereof, as follows:

1. Article II, Section 1, Paragraph (y)

"Parking area, driveways and garages or carports shall face contiguous streets or access ways and shall be paved. Parking areas shall conform with Village of Ruidoso ordinances or Planning and Zoning Regulations."

*Is Amended To:*

Parking areas, driveways and garages or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to the garage or primary entrance. Circular driveways must be completely paved with said materials. Additional parking areas may be graveled (without an apron). Owners will have 1 year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances or applicable Planning and Zoning Regulations.

2. Article II, Section 1, Paragraph (ff)

"No business, manufacturing, commercial enterprise or public or commercial amusement shall be conducted, operated or maintained on the Properties. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sales of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects."

*Is Amended To:*

No manufacturing, commercial enterprise or public or commercial amusement shall be conducted, operated or maintained on the Properties, nor shall walk-in commercial

traffic be permitted. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sales of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects.

3. Article II, Section 1, Paragraph (l)

"No commercial type vehicles shall be stored or parked on any lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence."

*Is Amended To:*

No commercial vehicle greater than one (1) ton shall be stored or parked on any lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat, all-terrain vehicle or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat, all-terrain vehicle or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence.

Small utility trailers may be stored on the property if it is completely screened from public view in all directions. Fencing or screening materials must be pre-approved by the Architectural Control Committee.

Boats, boat trailers and recreational vehicles may be parked on the driveway or alternate parking area of a Lot for the purpose of cleaning, stocking, and/or repairs for a period not to exceed seven (7) days.

4. Article II, Section 1, Paragraph (n)

"There shall be no 'time-share' or similar type ownership of any Lots, building, dwellings, or units thereof in the Properties."

*Is Amended To:*

There shall be no "time-share" or similar type ownership of any Lots, building, dwellings, or units thereof in the Properties. Additionally, Fractional Ownership of the same shall be prohibited if it exists as a Commercial Enterprise (e.g. time sharing professionally managed and/or traded).

5. Article II, Section 1, Paragraph (o)

"No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained or kept on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot."

*Is Amended To:*

No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes larger than 32 inches in diameter or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot.

6. Article II, Section 1, Paragraph (x)

"If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for the neighbor's mechanical or passive solar system."

*Is Amended To:*

If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for their neighbor's mechanical or passive solar system.

Solar panels shall be mounted on the roofs of residences only. No solar panel systems shall be positioned on the surface of any Lot. Solar power roof-mounted power generating systems must be approved by the Architectural Control Committee prior to installation. Wind turbines (or windmills), micro hydropower systems, and PV-powered drain back solar systems are prohibited.

7. Article II, Section 1, Paragraph (t)

"All building shall be of all new first class construction and shall be completed within six (6) months from commencement thereof, Act of God excepted."

*Is Amended To:*

All buildings shall be of all new first class construction. The exterior of a new building shall be completed within six (6) months from commencement thereof, Acts of God excepted. The entire building shall be completed within one (1) year from the initial commencement date, Acts of God excepted.

Any exterior construction work that exceeds six (6) months duration will require an extension permit request in writing by the Owner to the Architectural Control Committee.

Construction of a detached storage building is permitted on a Lot. Owners must first obtain written approval by the Architectural Control Committee, to include site placement and design. The storage building must be of new and first class materials, must meet stated setback requirement for buildings, and must be of the same materials and color as the primary residence. Commercially manufactured detached storage buildings are prohibited.

8. The Following Language is added to Article XIII, Section 4 ("Enforcement Action"):

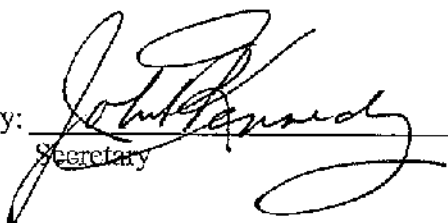
In the event any litigation ensues regarding any assessments levied against an owner's property or in any other legal action by the Association or an individual owner to enforce the Covenants, Conditions & Restrictions (through legal or equitable means), the prevailing party shall be entitled to recover their reasonable attorney's fees connected with same. Additionally, before any legal action is commenced, the parties to the dispute shall engage in mediation and shall equally bear the costs of same.

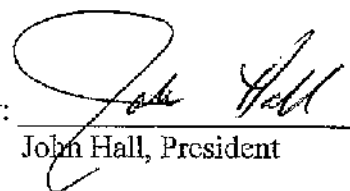
All terms and provisions of the Amended Declaration of Covenants, Conditions and Restrictions and the Amendment Nos. 1 and 2 thereto shall remain in full force and effect, except to the extent specifically amended by this instrument.

IN WITNESS HEREOF, the undersigned, with the approval of the Board of Directors of the Association herein, have caused this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers on this, the \_\_\_\_\_ day of July, 2009.

ATTEST:

WHITE MOUNTAIN MEADOWS  
PROPERTY OWNERS ASSOCIATION,  
INC.

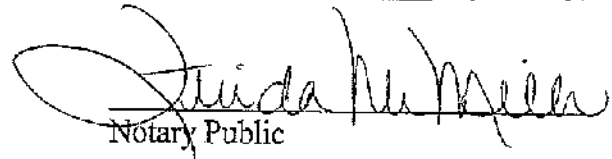
By:   
Secretary

By:   
John Hall, President

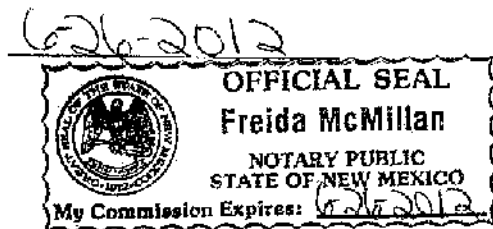
LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200904916  
Book 2009 Page 4916  
6 of 7  
07/06/2009 09:51:31 AM  
BY LOREE1

STATE OF NEW MEXICO   )  
                                          )ss.  
COUNTY OF LINCOLN    )

The foregoing instrument was subscribed to and sworn before me by John Hall, president of the White Mountain Meadows Property Owners' Association, Inc., on this, the 2nd day of July, 2009.

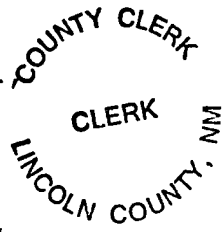
  
Notary Public

My commission expires:



LINCOLN COUNTY-NM  
TAMMIE J MADDOX, CLERK  
200904916  
Book 2009 Page 4916  
7 of 7  
07/06/2009 09:51:31 AM  
BY LOREEL

**Amendment No. 4 to the Amended Declarations of Covenants,  
Conditions, and Restrictions of White Mountain Meadows Units 1  
2 and 3**



LINCOLN COUNTY - NM  
RHONDA B. BURROWS, CLERK  
201306354  
Book 2013 Page 6354  
1 of 4  
09/12/2013 08:03:10 AM

WHEREAS, the WHITE MOUNTAIN MEADOWS PROPERTY OWNERS ASSOCIATION, Inc., is a New Mexico corporation and the governing body of the White Mountain Meadows; and

WHEREAS, the following platted subdivisions are within the White Mountain Meadows Subdivision, in the Village of Ruidoso, County of Lincoln, State of New Mexico:

White Mountain Meadows, Units 1 and 2 ,  
Ruidoso, New Mexico as shown by the plat  
thereof, filed in the office of the County  
Clerk of Lincoln County, New Mexico, on the  
13<sup>th</sup> day of August, 1982, in Cabinet D, Slide  
Nos. 87 and 88; and

White Mountain Meadows, Unit 3, Ruidoso, New  
Mexico as shown by the plat thereof, filed in  
the office of the County clerk of Lincoln  
County, New Mexico, on the 26<sup>th</sup> day of January,  
1984, in Cabinet D, Slide No. 213;

WHEREAS, the Amended Declarations of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3 contain provisions for the amendment thereof in Article VI, Section IV, by a vote of not less than sixty-six percent (66%) of the Property Owners; and

WHEREAS, the membership has voted by the requisite majority to amend the Amended Declarations of Covenants, Conditions and Restrictions;

NOW, THEREFORE, this Amendment No. 4 to the Amended Declarations of Covenants, Conditions and Restrictions is hereby adopted and

shall be in full force and effect as of the date of the filing hereof with the office of the County Clerk of Lincoln County, and all of the real property described above shall be held, sold, possessed and conveyed subject to this Amendment No. 4 to the Amended Declaration of Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of the property described above and shall run with the land and shall be binding on all heirs, assigns, successors and shall inure to the benefit of each owner thereof, as follows:

1. Article II, Section 1, Paragraph (y)

"Parking areas, driveways and garages or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to the garage or primary entrance, Circular driveways must be completely paved with said materials. Additional parking areas may be graveled (without an apron). Owner will have 1 year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances and/or applicable Planning and Zoning Regulations.

**Is Amended To:**

"Parking areas, driveways, garages and/or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to any and all garages, carports or other structure used to provide cover for parking and/or storage of a vehicle, trailer, boat or other conveyance that can be used on the roadways or waterways. If the dwelling does not have a garage(s), carport(s), or other structure as described above, the driveway must be paved to the primary entrance of the dwelling. Circular driveways must be

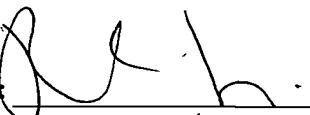
completely paved with said materials. Additional parking areas may be graveled. An apron is required if the parking area connects directly to the street. Owners will have one (1) year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances and/or applicable Planning and Zoning Regulations."

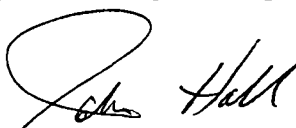
All terms and provisions of the Amended Declaration of Covenants, Conditions and Restrictions and the Amendment Nos. 1, 2 and 3 thereto shall remain in full force and effect, except to the extent specifically amended by this instrument.

IN WITNESS HEROF, the undersigned, with the approval of the Board of Directors of the Association herein, have caused this Amendment No. 4 to the Amended Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers on this 10 day of September, 2013.

ATTEST

WHITE MOUNTAIN MEADOWS  
PROPERTY OWNERS ASSOCIATION

BY:   
Secretary/Treasurer

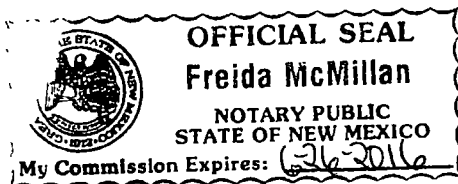
By:   
John Hall, President

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF LINCOLN )

The foregoing instrument was subscribed to and sworn before me by John Hall, President of the White Mountain Meadows Property Owners' Association, Inc., on this 10th day of September, 2013.

Freida McMillan  
Notary Public

My Commission Expires:





**NOTICE PURSUANT TO THE HOMEOWNER ASSOCIATION ACT**  
**for the**  
**WHITE MOUNTAIN MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.,**  
**a New Mexico corporation,**  
**d/b/a WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION**

The information included in this Notice is provided by the White Mountain Meadows Property Owners' Association, Inc., d/b/a White Mountain Meadows Homeowners Association, in accordance with *Section 4 of the New Mexico Homeowner Association Act*.

1. Name and Address: White Mountain Meadows Property Owners' Association, Inc.  
102 Charles McClellan Drive  
Ruidoso, New Mexico 88345
2. There is no outside management company.
3. This Property Owners' Association was formed prior to July 1, 2013.
4. Recording Information:  
  
Plats:
  - a) White Mountain Meadows, Units 1 and 2, filed August 13, 1982, in Cabinet D, Slide Nos. 87 and 88, Records of Lincoln County, New Mexico;
  - b) White Mountain Meadows, Unit 3, filed January 26, 1984, in Cabinet D, Slide No. 213, Records of Lincoln County, New Mexico;
  - c) White Mountain Meadows, Unit 4, filed April 11, 2003, in Cabinet H, Slide No. 565, Records of Lincoln County, New Mexico; and
  - d) White Mountain Meadows, Unit 5, filed May 19, 2008, in Cabinet J, Slide No. 117, Records of Lincoln County, New Mexico.

**Declarations:**

1. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3, filed August 19, 1982, in Book 80 of Miscellaneous Records, Pages 1151-1169, Records of Lincoln County, New Mexico;
2. Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed September 19, 1988, in Book 1988-12, Pages 20-48, Records of Lincoln County, New Mexico;
3. Amendment No. One to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed May 13, 1992, in Book 1992-6, Pages 734-736; Records of Lincoln County, New Mexico;
4. Amendment No. Two to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed August 1, 1994, in Book 1994-11, Pages 519-522, Records of Lincoln County, New Mexico;
5. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Unit 4, filed April 11, 2003, in Book 312, Pages 483-485, Records of Lincoln County, New Mexico;

6. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Unit 5, filed May 19, 2008, in Book 2008, Page 3954, Records of Lincoln County, New Mexico;
7. Amendment No. 3 to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed July 6, 2009, in Book 2009, Page 4916, Records of Lincoln County, New Mexico; and
8. Amendment No. 4 to Amended Declarations of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed September 12, 2013, in Book 2013, Page 6554, Records of Lincoln County, New Mexico.

WHITE MOUNTAIN MEADOWS PROPERTY OWNERS'  
ASSOCIATION, INC., a New Mexico Corporation  
d/b/a White Mountain Meadows Homeowners  
Association

By: Dayne J. John Hall  
Dayne J. John Hall, President

STATE OF NEW MEXICO )  
: ss.  
COUNTY OF LINCOLN )

This instrument was acknowledged before me on September 15th, 2015, by Dayne J. John Hall, President of the White Mountain Meadows Property Owners' Association, Inc., a New Mexico Corporation d/b/a White Mountain Meadows Homeowners Association.

My commission expires:

6-26-2016

Freida McMillan  
Notary Public

