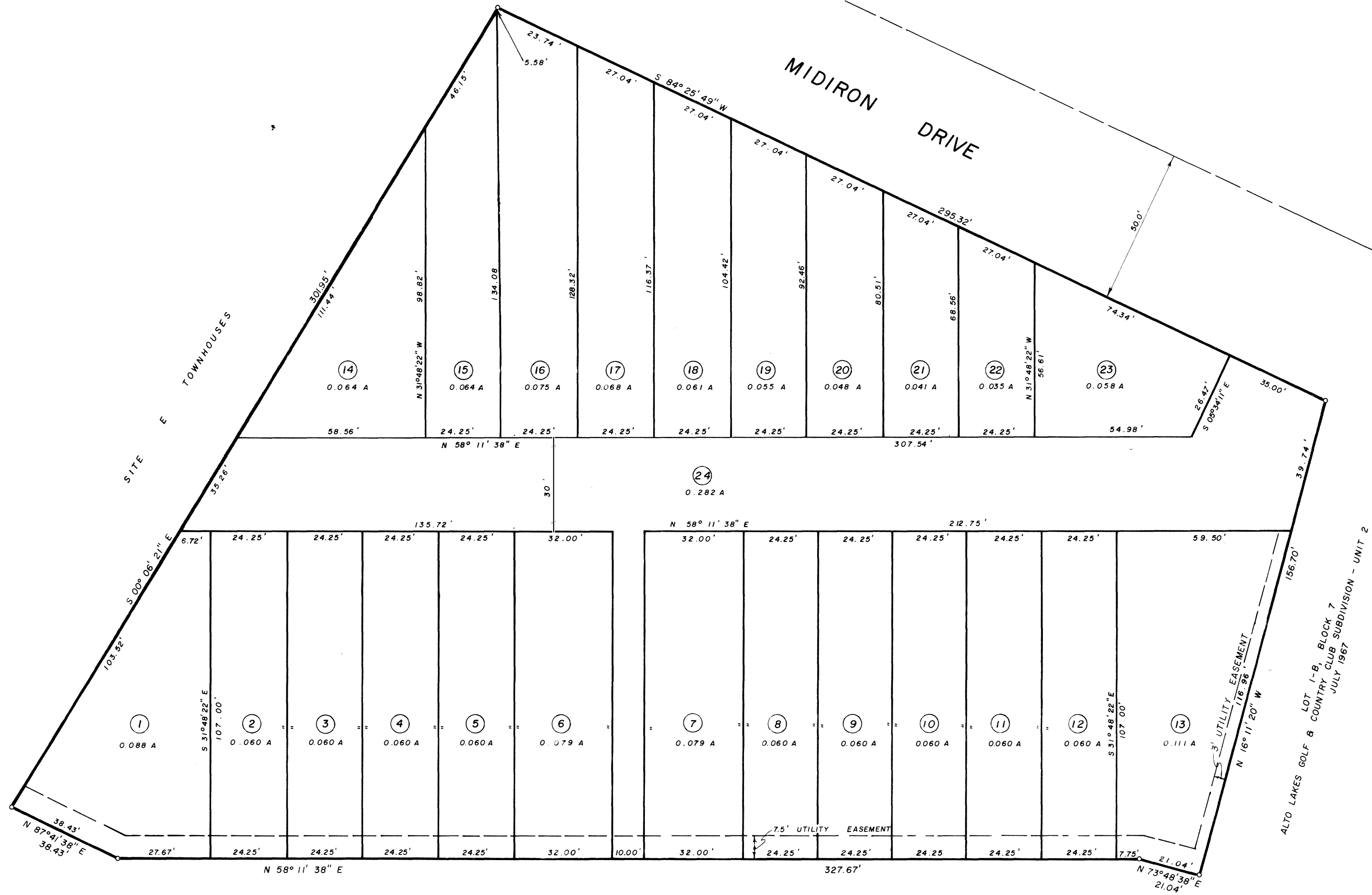
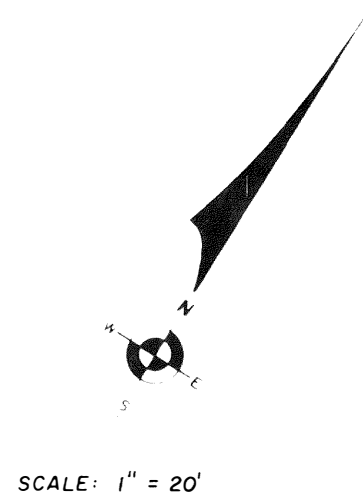


REPLAT OF ALTO VILLAGE

SITE A TOWNHOUSES

1.744 ACRES

LINCOLN COUNTY, NEW MEXICO
OCT. 1980



GOLF COURSE
ALTO LAKES GOLF & COUNTRY CLUB SUBDIVISION - UNIT 2
JULY 1967

BURKE / COLLINS / ASSOCIATES, P.C.

CONSULTING ENGINEERS
SURVEYORS
ALAMOGORDO - NEW MEXICO - RUIDOSO

FILED
COUNTY CLERK OF
LINCOLN COUNTY
12-1-80
Tull: 5541
Jane Medwell
CLERK
DEPUTY
Rec # 65810 Fee \$2.50

REPLAT OF ALTO VILLAGE

SITE A TOWNHOUSES
1.744 ACRES
LINCOLN COUNTY NEW MEXICO
OCT. 1980

DEDICATION

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)

KNOW ALL MEN BY THESE PRESENTS THAT LAKESIDE CORPORATION, A NEW MEXICO CORPORATION, IS THE OWNER AND PROPRIETOR OF ALTO VILLAGE SITE A TOWNHOUSES AS SHOWN ON THAT CERTAIN PLAT ENTITLED "ALTO VILLAGE, SITE A TOWNHOUSES, LINCOLN COUNTY, NEW MEXICO", FILED FOR RECORD IN TUBE 598 IN THE OFFICE OF THE LINCOLN COUNTY CLERK. SAID OWNER DOES HEREBY CAUSE SAID ALTO VILLAGE, SITE A TOWNHOUSES TO BE REPLATED AS SHOWN UPON THIS PLAT AND DO HEREBY DESIGNATE SAID REPLAT AS "REPLAT OF ALTO VILLAGE, SITE A TOWNHOUSES, LINCOLN COUNTY, NEW MEXICO" AND IN RECORDING THIS PLAT DO CAUSE ALL EASEMENTS WITHIN THE BOUNDS OF THIS PLAT TO BE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC. A BLANKET UTILITY EASEMENT IS DEDICATED TO THE PUBLIC FOR LOT 24, SAID EASEMENT BEING LOCATED AS REQUIRED TO CONSTRUCT UNDERGROUND UTILITIES AT ANY LOCATION WITHIN SAID LOT 24. THE AREA DESIGNATED AS LOT 24 IS A COMMON AREA FOR THE EXCLUSIVE USE OF THE OWNERS OF LOTS 1 THROUGH 23 INCLUSIVE. THE SUBDIVISION APPEARING ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR OF THE LAND.

IN WITNESS WHEREOF SAID OWNERS AND PROPRIETORS HAVE SET THEIR HANDS AND SEALS ON THIS 29th DAY OF September, 1980.

LAKESIDE CORPORATION, A NEW MEXICO CORPORATION

BY: Maurice H. Blaugrund
PRESIDENT, MAURICE H. BLAUGRUND

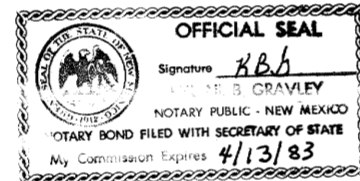
ATTEST: Colleen D. Wilson
SECRETARY, COLLEEN D. WILSON

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MAURICE H. BLAUGRUND AND COLLEEN D. WILSON BEING THE PRESIDENT AND SECRETARY RESPECTIVELY OF LAKESIDE CORPORATION ON BEHALF OF SAID CORPORATION ON THE 29th DAY OF September, 1980.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE Rylene B. Cravley NOTARY PUBLIC
MY COMMISSION EXPIRES: 4/13/83



APPROVAL OF UTILITY EASEMENTS

UTILITY EASEMENTS AS SHOWN UPON THIS PLAT ARE HEREBY APPROVED BY THE OTERO COUNTY ELECTRIC COOPERATIVE ON THE 30th DAY OF September, 1980.

William F. Newton ENGINEER
TITLE

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE Julia Dockray NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-31-83

UTILITY EASEMENTS AS SHOWN UPON THIS PLAT ARE HEREBY APPROVED BY THE CONTINENTAL TELEPHONE OF THE WEST ON THE 29th DAY OF September, 1980.

Danny Messier DIST O&P DES MGR
TITLE

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE John P. Spaul NOTARY PUBLIC

MY COMMISSION EXPIRES: 06-07-81

SURVEYOR'S 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, NEW MEXICO REGISTRATION NO. 4971
DARRYL T. COLLINS

NOTES

- THE RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION ARE FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, IN MISCELLANEOUS RECORDS, BOOK NO. 41, PAGE NO. 237-243.
- MINIMUM BUILDING SETBACKS APPLICABLE TO THIS SUBDIVISION ARE NOT SHOWN ON THIS PLAT. SETBACKS SHALL COMPLY WITH THE RESTRICTIVE COVENANTS FOR THIS SUBDIVISION.

AFFIDAVIT

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)

THIS SUBDIVISION LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF LINCOLN COUNTY AND IS SUBJECT TO THE NEW MEXICO SUBDIVISION ACT.

THIS SUBDIVISION LIES WITHIN THE THREE MILE PLANNING AND PLATTING JURISDICTION OF THE VILLAGE OF RUIDOSO AND IS SUBJECT TO APPROVAL BY VILLAGE OF RUIDOSO OFFICIALS.

Darryl T. Collins, SURVEYOR
DARRYL T. COLLINS

APPROVAL BY THE VILLAGE OF RUIDOSO

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 1st DAY OF October, 1980.

ATTEST: Betty J. Patton SECRETARY
Michael S. Wilson CHAIRMAN

APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 13th DAY OF October, 1980.

ATTEST: Jane K. Nix VILLAGE CLERK
Alfred J. G. G. MAYOR

APPROVAL BY COUNTY OFFICIALS

APPROVED BY THE LINCOLN COUNTY PLANNING AND ZONING COMMISSION ON THE 2nd DAY OF October, 1980.

ATTEST: Walton Wilson SECRETARY
Bill Seelbach CHAIRMAN

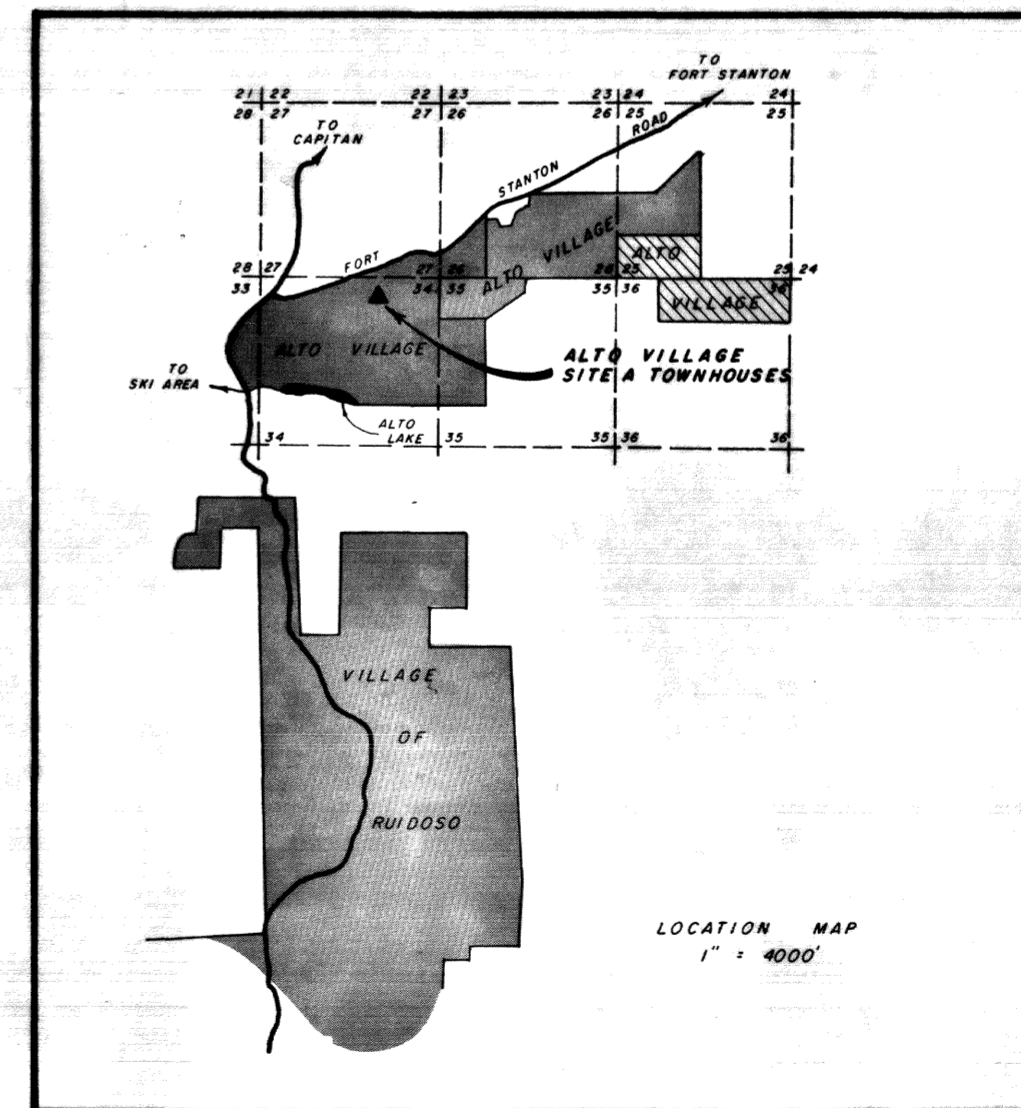
THIS PLAT AND THE DEDICATED UTILITY EASEMENTS WAS APPROVED BY THE LINCOLN COUNTY BOARD OF COUNTY COMMISSIONERS ON THE 7th DAY OF October, 1980.

ATTEST: Jane Medevane
Thomas O. McKnight CHAIRMAN

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, ON THE 1st DAY OF December, 1980, IN TUBE NO. 791

BY: Jane Medevane COUNTY CLERK

RECEIPT NUMBER 65810 : FEE \$2.50 : TIME 11:55 A.M.



**ALTO VILLAGE, SITE A, TOWNHOUSES
A CONDOMINIUM**

AMENDMENTS TO DECLARATION

Alto Village Site A Townhouses Association (the "Association"), a New Mexico condominium unit owners' association, acting on behalf of Alto Village, Site A, Townhouses, a Condominium, does hereby certify as follows:

1. Amendments to Declaration.

The following Amendments to the Declaration of covenants, conditions and restrictions with respect to Alto Village, Site A, Townhouses, a Condominium (the "Condominium") dated September 30, 1981, as amended, were duly adopted by the Unit Owners as of September 1, 2005:

1.1 Subparagraph b) of Article IV, Section 11, which presently reads as follows:

b) Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying and holding apart the cost of any construction, repair, replacement or maintenance of the project's common areas. In addition, special assessments may be levied against any individual lot for repair, replacement or maintenance of any Townhouse Unit or for such other purposes this declaration with the Association may state.

is hereby amended to read as follows:

b) Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying and holding apart the cost of any construction, repair, replacement or maintenance of the project's common areas and the exterior stucco of any or all Units. In addition, special assessments may be levied against any individual lot for repair, replacement or maintenance of any Townhouse Unit or for such other purposes as the New Mexico Condominium Act, as amended from time to time, may permit.

1.2 Article V of the Declaration, which presently reads as follows:

ARTICLE V

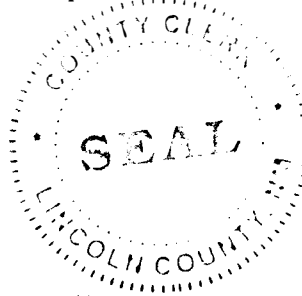
EXTERIOR MAINTENANCE AND REPAIRS

Section 1 - TYPE OF MAINTENANCE AND REPAIR:

In addition to maintenance and repair of the common areas, including landscaping, painting, paving, general clean up and yardwork, 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 of roofs, gutters, downspouts and exterior improvements, and all landscaping within any lot.

Section 2 - 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 become 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.

is hereby amended to read as follows:

ARTICLE V

EXTERIOR MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1 - TYPE OF MAINTENANCE, REPAIRS AND IMPROVEMENTS:

In addition to maintenance and repair of the common areas, including landscaping, painting, paving, general clean up and yardwork, 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 of roofs, gutters, downspouts and exterior improvements (including but not limited to exterior stucco as provided in Article V, Section 3), and all landscaping within any lot.

Section 2 - ASSESSMENT OF COSTS:

The costs of such exterior improvements and maintenance shall be assessed against the living unit on which the improvements or 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 become 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.

Section 3 is new

Section 3 - EXTERIOR STUCCO:

The Board of Directors is authorized to cause the exteriors of all units to be stuccoed from time to time in such color or colors as shall be approved by a majority of Owners and shall have full and exclusive responsibility for the maintenance and repair of such exterior stucco. The costs of such exterior stucco and the maintenance and repair thereof shall be assessed as provided in Section 2 of this Article V.

2. Other

2.1 The Declaration, as heretofore amended and as amended hereby, is hereby ratified and affirmed in all respects and shall remain in full force and effect.

2.2 These Amendments are adopted in accordance with the provisions of the New Mexico Condominium Act, Section 47-7A-2 NMSA and in conformity with the procedures and requirements specified by the Declaration and by applicable law.

IN WITNESS WHEREOF, Alto Village Site A Townhouses Association, acting on behalf of Alto Village, Site A, Townhouses, a Condominium, has caused this instrument to be executed on its behalf by its ~~President~~ and by Unit Owners of Units representing at least 67% of the votes in the Association as of September 1, 2005. ~~Director~~

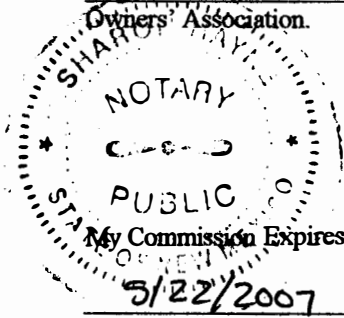
ALTO VILLAGE SITE A TOWNHOUSES ASSOCIATION

By: *Bill Cheek*
President ~~Director~~

STATE OF NEW MEXICO

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me on this 31ST day of OCTOBER, 2005 by BILL CHEEK, ~~President~~ of Alto Village Site A Townhouses Association, a New Mexico Condominium Unit Owners' Association. ~~DIRECTOR~~



Sharpe Taylor
Notary Public

ALTO VILLAGE

SITE A TOWNHOUSES

LINCOLN COUNTY, NEW MEXICO

DEDICATION

STATE OF NEW MEXICO)SS
COUNTY OF LINCOLN)

KNOW ALL MEN BY THESE PRESENTS THAT LAKESIDE CORPORATION, A NEW MEXICO CORPORATION, IS THE OWNER AND PROPRIETOR OF LOT 1-A AS SHOWN ON THAT CERTAIN PLAT ENTITLED "REPLAT OF A PORTION OF BLOCK 7, ALTO LAKES GOLF AND COUNTRY CLUB SUBDIVISION, UNIT 2" FILED FOR RECORD IN TUBE 494 IN THE OFFICE OF THE LINCOLN COUNTY CLERK. SAID OWNER DOES HEREBY CAUSE SAID LOT 1-A TO BE REPLATTED INTO LOTS AS SHOWN UPON THIS PLAT AND DO HEREBY DESIGNATE SAID REPLAT AS "ALTO VILLAGE, SITE A, TOWNHOUSES, LINCOLN COUNTY, NEW MEXICO" AND IN RECORDING THIS PLAT DO CAUSE ALL EASEMENTS WITHIN THE BOUNDS OF THIS PLAT TO BE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC. A BLANKET UTILITY EASEMENT IS DEDICATED TO THE PUBLIC FOR LOTS 23 & 24, SAID EASEMENT BEING LOCATED AS REQUIRED TO CONSTRUCT UNDERGROUND UTILITIES AT ANY LOCATION WITHIN SAID LOTS 23 & 24. THE AREA DESIGNATED AS LOTS 23 & 24 IS A COMMON AREA FOR THE EXCLUSIVE USE OF THE OWNERS OF LOTS 1 THROUGH 22 INCLUSIVE. THE SUBDIVISION APPEARING ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR OF THE LAND.

IN WITNESS WHEREOF SAID OWNERS AND PROPRIETORS HAVE SET THEIR HANDS AND SEALS ON THIS 10th DAY OF August 1977.

LAKESIDE CORPORATION, A NEW MEXICO CORPORATION

BY: Maurice H. Blaugrund
PRESIDENT, MAURICE H. BLAUGRUND

ATTEST: Wood R. Stevenson
SECRETARY, WOOD R. STEVENSON

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)SS
COUNTY OF LINCOLN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MAURICE H. BLAUGRUND AND WOOD R. STEVENSON BEING THE PRESIDENT AND SECRETARY RESPECTIVELY OF LAKE SIDE CORPORATION ON BEHALF OF SAID CORPORATION ON THE 10th DAY OF August 1977.

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE: Lawrence D. Soudon NOTARY PUBLIC

MY COMMISSION EXPIRES: March 22, 1979

APPROVAL OF UTILITY EASEMENTS

UTILITY EASEMENTS AS SHOWN UPON THIS PLAT ARE HEREBY APPROVED BY THE OTERO COUNTY ELECTRIC CO-OPERATIVE ON THE 10th DAY OF August 1977.

William F. Merton MANAGER, ENGINEER SERVICES
TITLE

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE: Marselotte V. Lake NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-8-81

UTILITY EASEMENTS AS SHOWN UPON THIS PLAT ARE HEREBY APPROVED BY THE CONTINENTAL TELEPHONE OF THE WEST ON THE 10th DAY OF August 1977.

Chris E. Jop STATE ENGINEER
TITLE

WITNESS MY HAND AND SEAL ON THIS DAY AND YEAR LAST WRITTEN ABOVE: Wood R. Stevenson NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-15-78

CERTIFICATE OF COMPLIANCE

IN COMPLIANCE WITH LINCOLN COUNTY REGULATIONS, ALL IMPROVEMENTS HAVE BEEN INSTALLED TO SERVICE THE LOTS AS SHOWN UPON THIS PLAT.

John A. Suddeth 8-15-77
CHAIRMAN, LINCOLN COUNTY BOARD OF COUNTY COMMISSIONERS DATE

SURVEYORS 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 NEW MEXICO REGISTRATION NO. 4971
DARRYL T. COLLINS

NOTES

1. THE RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION ARE FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, IN MISCELLANEOUS RECORDS, BOOK NO. 41 PAGE NO. 237-243
2. MINIMUM BUILDING SETBACKS APPLICABLE TO THIS SUBDIVISION ARE NOT SHOWN ON THIS PLAT. SETBACKS SHALL COMPLY WITH THE RESTRICTIVE COVENANTS FOR THIS SUBDIVISION.

AFFIDAVIT

STATE OF NEW MEXICO)SS
COUNTY OF LINCOLN)

THIS SUBDIVISION LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF LINCOLN COUNTY AND IS SUBJECT TO THE NEW MEXICO SUBDIVISION ACT.

THIS SUBDIVISION LIES WITHIN THE THREE MILE PLANNING AND PLATTING JURISDICTION OF THE VILLAGE OF RUIDOSO AND IS SUBJECT TO APPROVAL BY VILLAGE OF RUIDOSO OFFICIALS.

Darryl T. Collins SURVEYOR
DARRYL T. COLLINS

APPROVAL BY THE VILLAGE OF RUIDOSO

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 10th DAY OF August 1977.

ATTEST: SECRETARY

APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO, ON THE 30 DAY OF August 1977.

ATTEST: VILLAGE CLERK

APPROVAL BY COUNTY OFFICIALS

APPROVED BY THE LINCOLN COUNTY PLANNING AND ZONING COMMISSION ON THE 10th DAY OF August 1977.

ATTEST: SECRETARY

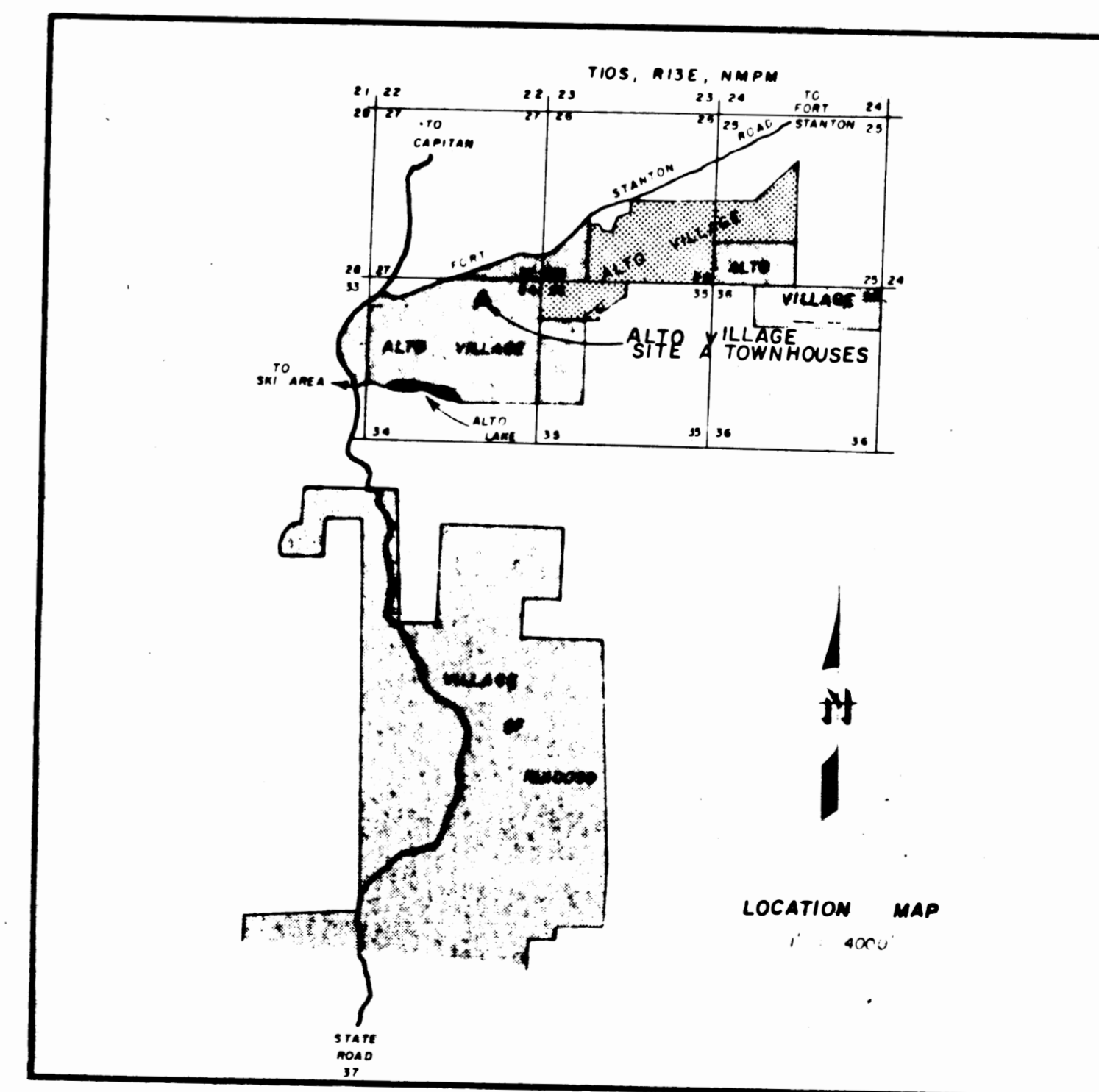
THIS PLAT AND THE DEDICATION UTILITY EASEMENTS WAS APPROVED BY THE LINCOLN COUNTY BOARD OF COUNTY COMMISSIONERS ON THE 15th DAY OF August 1977.

ATTEST: SECRETARY County Clerk

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF LINCOLN COUNTY, NEW MEXICO, ON THE 17th DAY OF October 1977, IN TUBE NO. 579

BY: _____ DEPUTY

RECEIPT NUMBER 45556 : FEE \$2.50 : TIME 8:57 A.M.



BURKE / COLLINS / ASSOCIATES, P.C.

CONSULTING ENGINEERS
SURVEYORS
- NEW MEXICO -

ALBUQUERQUE

RUIDOSO

ALTO VILLAGE

SITE A TOWNHOUSES

1.744 ACRES

LINCOLN COUNTY, NEW MEXICO

SCALE: 1" = 20'



FILED

COUNTY CLERK OF
LINCOLN COUNTY
OCTOBER 17, 1967
8:54 A.M.

[Signature]

Rec. # 45556 Fee # 2.50
Index 598

GOLF COURSE
ALTO LAKES GOLF & COUNTRY CLUB SUBDIVISION - UNIT 2
JULY 1967

BURKE / COLLINS / ASSOCIATES, P.C.

CONSULTING ENGINEERS
SURVEYORS
A. AMOROSO
NEW MEXICO
RUIDOSO

ALTO VILLAGE, SITE A, TOWNHOUSES
A Condominium

AMENDMENT TO DECLARATION

Alto Village Site A Townhouses Association (the "Association"), a New Mexico non-profit corporation, does hereby certify as follows:

1. Amendment

The following Amendment to the Declaration of covenants, conditions and restrictions with respect to the Alto Village, Site A, Townhouses (the "Condominium") and this Association dated September 30, 1981, as amended by Supplemental Regulations dated October 7, 1981 and by the Amendments to Declaration dated as of July 2, 1988 and July 16, 1989, respectively (collectively, the "Declaration"), was adopted by the Unit Owners of the Association at a meeting of Unit Owners duly called and held on July 22, 1990:

1.1 Section 9 of Article IV of the Declaration is hereby amended to read as follows:

"Section 9 - MEETINGS:

There shall be an annual meeting of the Owners at such place and at such time as may be stated in or fixed in accordance with the Bylaws."

1.2 Clause (a) of Section 11, Article IV of the Declaration is hereby amended to read as follows:

"(a) Annual Assessments: An annual assessment for each fiscal year shall be made by the Board of Directors for purposes of repair and maintenance of the Common Area as well as such other purposes as the Board shall establish. The annual assessments shall be due in monthly installments upon the first day of each month. Any excess of annual assessments shall be placed in a reserve of the Association for repair and maintenance, or the Board of Directors may, at its discretion, distribute the same to the Members of the Association pro rata. The annual assessment shall be established by the Board of Directors at the annual meeting and may be increased or decreased by the Board at any time or from time to time during the fiscal year in accordance with the Board's determination of the needs of the Association."

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.

Peter A. Sosa
CAMERA OPERATOR

July 27, 1990
DATE OF FILMING

883

2. Adoption of Amendment

2.1 The number of Units entitled to vote upon the Amendment was 20. The number of Units voted for the Amendment was 14, and the number of Units voted against the Amendment was none.

2.2 Accordingly, this Amendment has been approved and adopted by the affirmative vote of Unit Owners owning at least sixty-seven (67%) percent of the Units in accordance with the provisions of Article VI, Section 2 of the Declaration and Section 47-7B-17 NMSA 1978 of the Condominium Act.

3. Other

Except as amended hereby, the Declaration is hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, Alto Village Site A Townhouses Association has caused this instrument to be executed on its behalf by its President in accordance with Section 47-7B-17 NMSA 1978, Paragraph E, of the Condominium Act, as of July 22, 1990.

ALTO VILLAGE SITE A TOWNHOUSES ASSOCIATION

By: Tad R. Smith
Tad R. Smith, President

STATE OF TEXAS)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of July, 1990 by Tad R. Smith, President of Alto Village Site A Townhouses Association, a New Mexico non-profit corporation, on behalf of the corporation.

Margaret Noble
NOTARY PUBLIC

My Commission expires:

10-13-95

8648G-3



STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 26th day of July, 19 90
at 1:31 P. M., in the Lincoln County Records, Book 1990-8, pages 883-884

Martha McKnight Proctor By: Sam E. Chavez Deputy
Lincoln County Clerk Rec. # 2 - 9005262 Fees: \$ 7.00

884

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.
Peter A. Barea
CAMERA OPERATOR
July 27 1990
DATE OF FILMING

STATE OF NEW MEXICO } Filed for record in the Clerk's office this 30 day of September
COUNTY OF LINCOLN } A.D. 19 81 at 1:00 o'clock P.m. and recorded in Book 74
Miscellaneous Records on page 278 By Juan Masague
Rec.# 71308 Fee \$16.00 County Clerk Deputy

DECLARATION

THIS DECLARATION of covenants, conditions and restrictions hereinafter called "DECLARATION," made and executed in the County of Lincoln, State of New Mexico, this 30 day of September, 1981, by LAKESIDE CORPORATION, a New Mexico corporation hereinafter called "DECLARANT,"

W I T N E S S E T H :

WHEREAS, subject to the reservations, easements and restrictions of record and those certain Restrictive Covenants recorded in Book 41, Miscellaneous Records of Lincoln County, New Mexico, Pages 237-243, DECLARANT owns the following described real property situate in Lincoln County, New Mexico:

"REPLAT OF ALTO VILLAGE, SITE A, TOWNHOUSES," 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, on the 1st day of December, 1980 in Tube NO. 721;

and

WHEREAS, DECLARANT does hereby certify that a general plan exists for the improvement, development, ownership, use and sale of the above-described real property which is owned by DECLARANT; and, to protect the value and desirability of said real property and the improvements thereon, the provisions, conditions, restrictions, and covenants hereinafter set forth are an integral part of the general plan for the improvement, development, ownership, use and sale of the above-described real property; and, that henceforth the real property shall be used, improved, developed, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions, and covenants hereinafter set forth as well as those restrictive covenants set forth in the instrument recorded in Book 41, Miscellaneous Records of Lincoln County, Pages 237-243; and, that all of the provisions, conditions, restrictions and covenants hereinafter set forth, as well as those set forth in Book 41, Miscellaneous Records of Lincoln County, Pages 237-243, shall be binding upon and inure to the benefit of the present and future owners of the above-described real property, or any part thereof;

NOW, THEREFORE, DECLARANT does hereby declare that the real property above described and any part thereof shall be held, used, sold, developed, improved and conveyed subject to the easements, reservations, restrictions, covenants and conditions of record as well as the provisions, conditions, restrictions and covenants of this DECLARATION; and that these DECLARATIONS shall be interpreted as real property covenants running with the real property and shall be binding upon all parties having any right, title or interest in or to the described real property or any part thereof, as well as the heirs, successors and assigns of the present or future owners of said real property; and, that this DECLARATION shall be impressed and imposed upon each and every parcel of the above-described real property as a servitude in favor of each and every other parcel thereof as the dominant tenant.

265

ARTICLE I
DEFINITIONS

Section 1 - ASSOCIATION:

Means and refers to the Alto Village Site A Townhouses Association, its successors and assigns.

Section 2 - BOARD:

Means the Board of Directors of the Alto Village Site A Townhouses Association, its successors and assigns.

Section 3 - COMMITTEE:

Means the architectural control committee or its successors, established by the Restrictive Covenants recorded in Book 41, Miscellaneous Records of Lincoln County, Pages 237-243.

Section 4 - CLUB:

Means the Alto Lakes Golf and Country Club, a non-profit corporation organized under the laws of the State of New Mexico, or its successors and assigns.

Section 5 - COMMON AREA:

Means all of the real property owned by the owners for the common use and benefit of all of the owners of the Townhouse Units and their guests. The common area of the Alto Village Site A Townhouses project shall include the following described real property:

Lot 24 of the "REPLAT OF ALTO VILLAGE, SITE A, TOWNHOUSES," together with all hereditaments or improvements thereon or thereunder, including any sewer, electric, water, or other service, buildings, improvements or lines or conduits maintained for the common use and enjoyment of the owners.

Section 6 - DECLARANT:

Means LAKESIDE CORPORATION, a New Mexico corporation, or its nominee(s) or successor(s).

Section 7 - DECLARATION:

Means this instrument and such supplemental declarations.

Section 8 - DEVELOPER:

Means the DECLARANT, or its nominee(s), representative(s), or successor(s).

Section 9 - LOT(S):

Means the area designated on the plat as Lots 1 through 23.

Section 10 - MEMBER:

Means the OWNER as hereinafter defined.

Section 11 - OWNER:

Means the record owner of a lot or, if the record owner is a corporation or other legal entity comprised of more than one (1) person, partner or shareholder, OWNER shall be deemed to mean the person designated in writing as the holder of the membership in the CLUB.

Section 12 - PLAT:

Means the instrument filed on the 1st day of December, 1980, in the County Clerk's Office, Lincoln County, New Mexico, Tube No. 721.

Section 13 - PROJECT:

Means the real property shown on the PLAT and its development.

Section 14 - REGULATIONS:

Means this DECLARATION, the By-Laws adopted by the ASSOCIATION, if any, and the Restrictive Covenants filed in Book 41, Miscellaneous Records of Lincoln County, Pages 237-242, or any SUPPLEMENTAL REGULATIONS adopted by the ASSOCIATION, as well as those reservations, easements and restrictions of record or in a place which a physical inspection would reveal.

Section 15 - SUPPLEMENTAL DECLARATIONS:

Means any amendments, additions or deletions made to this DECLARATION by the DECLARANT, the ASSOCIATION, or the COMMITTEE.

Section 16 - SUPPLEMENTAL REGULATIONS:

Means any amendments, additions or deletions made to this DECLARATION, the By-Laws adopted by the ASSOCIATION, if any, the Restrictive Covenants filed in Book 41, Miscellaneous Records of Lincoln County, Pages 237-242, any SUPPLEMENTAL DECLARATIONS, and the easements, reservations and restrictions of record and those matters not appearing of record which a physical inspection of the premises would reveal.

Section 17 - TOWNHOUSE:

Means the living or dwelling unit upon a lot or lots and as built by the DEVELOPER and as modified with approval and consent of the ASSOCIATION.

Section 18 - APPROVALS:

Means a written approval from the ASSOCIATION.

ARTICLE II

BUILDINGS AND PROPERTY RIGHTS

Section 1 - BUILDINGS:

The principal structures of the project shall be reasonably compatible with each other in design and scheme. Any structure may be situate wholly on one or more lots upon written consent of the DECLARANT.

Section 2 - LOTS:

Each lot shall be vested as originally conveyed by the DECLARANT to the owner in fee simple, but subject to the declarations, restrictions, easements, and/or reservations of record and those matters not appearing of record but which a physical inspection of the project would reveal. Each and every subsequent conveyance of a lot shall be deemed to be automatically subjected to the regulations, declarations, supplemental declarations and supplemental regulations and By-Laws of the Association, as well as the easements, reservations and restrictions of record and those matters which a physical inspection of the project would reveal, and shall be deemed to automatically include the owner's membership in the Club, the Townhouse, and the undivided 1/23rd interest in the common areas, whether or not the same are specifically set forth therein. In the event any Townhouse is located upon more than one lot, then a conveyance of any one lot upon which the Townhouse is partially located shall be deemed a conveyance of the Townhouse and the lots upon which it is located as originally conveyed by the DECLARANT.

Section 3 - COMMON AREAS:

For each lot, an owner shall be conveyed an undivided 1/23rd interest of the project's common area. The undivided interest in the common area cannot be severed from the lot and shall be deemed transferred, whether or not specifically mentioned within any transfer, voluntary or involuntary, of the lot.

Section 4 - TOWNHOUSE:

The Townhouse shall include the entire structure, as well as the conduits, pipes, wires or other servicing devices of the water, electrical and sewer or other utilities supplied to the Townhouse. Each owner shall be deemed to own the water, electrical and sewer, or other utility servicing units, within the perimeters of said owner's lot or from the point of their connection with the public or private utility within the perimeter of their lot. Each Townhouse shall be deemed conveyed by a transfer, voluntary or involuntary, of the lot upon which it is situate, whether or not the same is specifically mentioned in any instrument or transfer of the lot.

Section 5 - EASEMENTS:

NOTE: For purposes of the easements hereinafter stated, reference to North shall be considered Northeast, and the road through the project shall be considered as running true East and West.

a) Each lot owner shall have a right and an easement of enjoyment and use in and to the common areas.

b) DECLARANT hereby reserves a blanket underground utility easement for the use and benefit of DECLARANT and all of the owners of the lots within the project. Said blanket underground utility easement shall be located as required to cover existing and future underground utilities.

c) DECLARANT reserves a rectangular 15' x 18' easement on the Northwest corner of Lot 2, said easement being for the purposes of ingress and egress to Lot 1. The boundary of said easement shall commence at the point of intersection of the common lot line of Lots 1 and 2, with the roadway line to the North of Lots 1 and 2. The easement shall then run along the common lot line of Lots 1 and 2 in a southerly direction for a distance of 15', thence East for a distance of 18', thence North for a distance of 15', thence West along the roadway line to the point of origination.

d) DECLARANT further reserves an easement for a vehicle turnaround to be located in the driveway portion of Lot 14, said easement being for the use and benefit of Lots 1 and 2. Said easement shall commence at the point of intersection of the South roadway boundary and the West boundary line of Lot 14, thence shall run East along the roadway line for a distance of 15', thence North for a distance of 15', thence West to the West boundary line of Lot 14, thence in a southerly direction to the point of origination and beginning.

e) There is hereby created an easement upon, across, over, and under all of the common area for ingress, egress, installation, repairing, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, and electricity. An easement is further granted to the police, fire protection, ambulance and all similar persons to enter upon the lots or the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents and employees, and to any management company selected by the Association to enter in or to cross over the common area and in any lot or living units or common area provided for herein. Entry for the purposes of maintenance or repair of any living unit may be made only after reasonable notice and during reasonable hours. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property, except as initially programmed and approved by the Developer or the Board of Directors. Should any utility furnished as a service covered by the general easement herein provided request a specific easement by separate recordable document, DECLARANT shall have the right to grant such easement on said property without being in conflict with the terms hereof. The easement provided for in this Article shall in no way affect any other recorded easements on said premises.

Section 6 - MEMBERSHIP IN ALTO LAKES GOLF AND COUNTRY CLUB, INC.:

Each Townhouse owner shall maintain a regular golfing membership in the Club. Each conveyance of a Townhouse within the project shall automatically include a regular golfing membership in the Club, whether or not the same is specifically mentioned, and each Townhouse owner specifically agrees to abide by all of the Club's rules and regulations in the use of the same.

Section 7 - LIMITATIONS ON USE:

The lots, Townhouses, common areas, easements, membership in Alto Lakes Golf and Country Club, Inc., and the project shall be used, enjoyed, and occupied by the owners, subject to the following:

- a) No use other than residential use shall be permitted; however, owners may lease, rent, or let the premises to third parties, provided that the use of such third parties is residential in character.
- b) Owner shall neither commit nor permit any waste of the project without the express written consent of the Association, and owner agrees to promptly repair any damage to the project or to permit the Association to repair such damage and to assess a lien against the owner's lot, Townhouse, and interest in the project.
- c) Owner shall commit no nuisance, disturbance or annoyance, nor allow his or her guests, lessees, or invitees to commit any nuisance, disturbance, or annoyance upon the project.
- d) Owner shall not cause nor allow any alteration, addition, repairment or modification to his or her Townhouse, lot, or the project without having first obtained the written consent of the Association. It being the intention of the DECLARANT to keep a planned scheme of development of the structures located within the project, including without limitation the colors, entranceways, walks, patios, windows, shape, size, surfaces, roof lines, stoops, porches, landscaping, parking spaces, etc., nothing herein contained shall prevent an owner from altering, painting or modifying the interior of a Townhouse, provided that no structural change of the integrity of the Townhouse's interior shall occur except as approved by a registered or certified architect and the Association.
- e) Owner shall not permanently park nor cause to remain in view for more than twenty-four (24) hours without written consent of the Association any recreational mobile vehicle, boat, trailer or other personal property of the owner. In no event may any recreational vehicle be occupied or lived in while parked on the project. Nothing herein contained shall prohibit the owner from parking a golf cart in the parking space provided with the lot for extended periods.
- f) Owner shall not park nor store any type of recreational vehicle, boat, trailer, car, bicycle, tricycle, or any other personal property on the golf course side of his or her lot, at any time.
- g) Owner shall not erect any outbuilding, shed, storage unit or other structure anywhere on the project without written consent of the Association.
- h) Owner shall not permit nor cause any construction to be performed upon the project excepting that work approved by the Association in writing.
- i) Owner, his or her guests, invitees or licensees, shall not maintain any animals upon the premises excepting small, domesticated pets which shall not be permitted to run at large and shall be confined within the owner's Townhouse. Each lot owner shall be responsible for any damage or waste caused by an animal whose owner occupies or visits said Townhouse owner's premises.

j) Owner shall not permit any signs to be affixed to his or her Townhouse or upon the project without approval of the Association in writing.

k) If patio furniture is placed upon any lot, Townhouse or the project where said furniture will be visible to a person standing outside a lot at ground level, said patio furniture shall not be of a reflective material nor be gold or silver in color nor be of a folding or collapsible type of construction except as approved by the Association in writing.

l) Owner shall adhere to this Declaration, supplemental declarations, regulations, and supplemental regulations and shall maintain his premises according thereto. In the event that any owner fails to maintain his or her premises in accordance with this paragraph, the Association may, after five (5) days' written notice to owner, cause such facts or events to occur as will bring an owner's property within compliance of the Declaration, supplemental declarations, regulations, and supplemental regulations. Any cost incurred by the Association may be assessed as a lien against the owner's lot and Townhouse and property rights in the project.

m) Each owner shall be responsible for maintaining and keeping in orderly condition and care the landscaping within the perimeters of his or her lot.

n) Each owner shall be responsible for the rendition for tax purposes of his or her lot and ownership of the project and upon the assessments of the taxes thereon, the same shall be paid by said owner before the same become delinquent as in the case of any other taxes or assessments levied by any lawful governmental authority.

o) There shall be no obstruction of the common area by an owner, and nothing shall be stored in the common area without prior consent of the Association in writing.

p) Except as originally constructed by Developer, there shall be no obstruction of the view or vision of any owner by the erection of any fence, screen or wall. Further, no flora shall be planted in such a manner as to create a screen, fence or wall that would impair the vision of any lot owner.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY

Section 1 - DECLARANT OR DEVELOPER'S ADDITIONS OF OTHER PROPERTIES:

DECLARANT or Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in the future stages of development which properties are within the Alto Lakes Golf and Country Club Subdivisions.

Section 2 - MERGERS:

Upon a merger or consolidation of the Association with another association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the property rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer to covenants and restrictions established by this Declaration within the properties subject to the Declaration, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties subject to this Declaration except as hereinafter provided.

Section 3 - SUPPLEMENTAL DECLARATIONS OR REGULATIONS:

Deletions, additions or amendments authorized by this Declaration shall be made in accordance with the Declaration, and the same shall be filed of record with the County Clerk of Lincoln County, New Mexico.

ARTICLE IV

ASSOCIATION

Section 1 - ASSOCIATION:

The Alto Village Site A Townhouse Association, described in Article I, Section 1, is hereby created.

Section 2 - ROBERTS RULES OF ORDER:

Except as provided herein, the Association shall be governed by and meetings shall be conducted by Roberts Rules of Order.

Section 3 - MEMBERSHIP:

Membership in the Association shall be granted to each owner as that term is defined in Article I, Section 11 of this Declaration, upon certification from the Club that the owner is the same and identical person holding the membership in the Club.

Section 4 - CLASSES OF MEMBERSHIP AND VOTING RIGHTS:

There shall be two (2) classes of membership:

a) "Declarant Class": The DECLARANT or the nominee of the DECLARANT shall be the holder of this membership. Until such time as the DECLARANT has completed the project and all lots and townhouses have been sold by DECLARANT and transferred by DECLARANT to a thirty-party owner, the Declarant Class shall exercise all voting rights in the Association. The Declarant Class may, at its discretion, relinquish its voting rights at any time.

b) "Owner Class": The owner as that term is defined in Article I, Section 11, and in Article IV, Section 2, shall be the holder of this membership. The Owner Class shall have no voting privileges until the Declarant Class voting rights have extinguished; however, upon termination of the Declarant Class voting rights, the Owner Class shall have one (1) vote per Townhouse unit. If any of the original twenty-three (23) lots capable of individual ownership are combined in a manner so that one (1) Townhouse is built upon two (2) lots, then the owner of such Townhouse is entitled to exercise but one (1) vote for such dwelling unit.

The members of the Association shall elect a Board of Directors or Executive Committee of the Association. Until such time as DECLARANT has completed the project and all lots and Townhouses have been sold or transferred by DECLARANT to a third-party owner, DECLARANT shall exercise all voting rights in the Association unless DECLARANT elects, at its sole discretion, to relinquish its rights. Until termination of DECLARANT'S voting rights as set forth above, the Owner Class shall have no voting privileges; but, upon termination of DECLARANT'S voting rights, the Owner Class shall have one (1) vote per Townhouse or dwelling unit.

Section 5 - BOARD OF DIRECTORS OR EXECUTIVE COMMITTEE:

The Association is empowered to elect a Board of Directors consisting of as many as three (3) or as few as two (2) Directors. The initial Board of Directors of the Association shall be the DECLARANT until such time as the DECLARANT'S voting rights terminate as provided above.

Section 6 - POWERS AND DUTIES

The Board of Directors shall have the privileges, rights and powers set forth in this Declaration and may enforce the limitations imposed by this Declaration and any regulations as well as those directives or instructions issued by the Committee (Article I, Section 3) to the Association or any owner of a lot. Without intending to limit the power or authority or privileges of the Board of Directors of the Association, the Board of Directors shall have the power, authority, and right to adopt By-Laws governing the regulation of election of officers; impose dues upon members; establish administrative bodies to hold meetings; enter into contracts for the benefit of the Association; impose assessments, levies, and liens against the lot(s) of the respective owners for maintenance, repair and/or improvements of the project's common areas or the lot(s) of the respective owners within the project; and initiate civil actions or defend civil actions for or on behalf of the Association for purposes of obtaining compliance with this Declaration or for the foreclosure of any assessments made against the lot(s) of the owners.

It will also be within the authority and power of the Board of Directors to adopt rules and regulations governing the project's common areas; repair, maintain or replace the common areas when the same are damaged or in need of repair and maintenance by reason of use; establish a reserve fund for maintenance and repair of the project; dedicate and convey easements within the project's common areas for gas, water, sewer, electric or other utilities; make special assessments, levies and liens against the lots within the project for purposes of maintenance and repair

of the common areas; mortgage or pledge the common areas of the project for purposes of making repairs, improvements or replacements as agreed to by two-thirds (2/3rds) of the owners; and to enter any of the lots or common areas within the project at reasonable times and hours and following five (5) days' notice for purposes of repair or inspection.

Section 7 - INSURANCE:

The Association shall be nominated as a loss payee upon all fire and extended coverage insurance policies insuring the Townhouse units against loss or damage by fire or other hazards. In the event any owner fails to obtain fire and extended coverage insurance upon his Townhouse, the Board or its duly authorized agents shall have the authority to, and may, obtain insurance for an owner's Townhouse unit and charge the owner by levy or assessment the cost of said insurance policy together with interest thereon at the rate of twelve per cent (12%) per annum, plus an administrative fee of one hundred dollars (\$100.00). The fire and extended coverage insurance shall be in an amount sufficient to replace or repair any Townhouse unit in the event of damage or destruction and shall also contain a broad form of public liability insurance covering the owner's interest in the common areas against damage or injury caused by the negligence of the Association or any of its agents. The Association may also obtain a policy of fire and extended coverage insurance upon the common area which shall protect the Association from public liability as well as be sufficient to cover the replacement or repair of the common area in the event of damage or destruction from any hazard. The cost of said insurance shall be assessed to each owner equally.

In the event of damage or destruction by fire or other casualty to any Townhouse unit or common area covered by insurance in which the Association is either shown as the loss payee or as the owner of the policy, the Board of Directors shall with the concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to rebuild or repair the damaged or destroyed portions of a Townhouse unit or the common area 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 are insured by a federal government agency, with the proviso agreed to by said bank that the funds may be withdrawn by signature of at least two (2) members of the Board of Directors or by an agent duly authorized by the Board. The Board of Directors may advertise for sealed bids with any licensed contractors or negotiate with any contractor for the repairment, reconstruction or rebuilding of the destroyed Townhouse or common area. In the event the insurance proceeds are insufficient to pay the cost of rebuilding or restoring the common area, the Board shall make a special assessment against all Townhouse owners to cover such deficiency, unless the loss or casualty is directly attributable to the culpable negligence or intentional acts of an owner (invitees or guests), in which event that owner shall be specially assessed for such deficiencies. In the event there are no insurance proceeds or if insurance proceeds of any Townhouse unit are insufficient to pay the cost of rebuilding, restoring or repairing a Townhouse unit destroyed or damaged by fire or other hazards, the Board may make a special assessment against the lot and owner of the Townhouse unit being restored or replaced. In the event the insurance proceeds exceed the cost of repair and reconstruction, the Board of Directors:

a) shall, in the case of a Townhouse unit, pay the excess to the owner and/or mortgagee, if any; and

b) shall, in the case of a common area, pay the excess over to the members and/or set aside such excess in the reserve fund for the maintenance and repair of the common area.

Each owner hereby covenants and agrees to rebuild or restore the Townhouse unit which he may own which may have been destroyed by fire or other casualty. The owner does hereby agree and authorize any insurance company issuing fire or other extended coverage upon his Townhouse unit to pay the proceeds of said insurance into a bank or other financial institution for purposes of insuring the repair, replacement, or restoration of his Townhouse unit in conformity with the original Townhouse unit.

Section 8 - TERMS OF DIRECTORS:

Each Director of the Association shall serve for one (1) year and until his successor is chosen and qualified.

Section 9 - MEETINGS:

There shall be an annual meeting of the Association on the first Saturday of each June following the date on which all lots have been transferred by DECLARANT to third parties.

Section 10 - NOTICES:

All notices shall be mailed to an owner at the address provided to the Association by said owner and if none, then the Townhouse unit shall serve as the address of the owner. All notices shall be deemed reasonable if deposited in the United States mail, postage prepaid, at least seventy-two (72) hours in advance of any meeting or other action.

Section 11 - ASSESSMENTS:

Assessments may be levied by the Association for the purposes of promoting the health, safety and welfare of the residents in the project, for the improvement and maintenance of the project, as well as for services and facilities devoted to this purpose and related to the use and enjoyment of the common areas and the Townhouse units. This includes but is not limited to funds for the actual cost to the Association of all taxes, insurance, repairs, replacements, maintenance, lighting, landscaping, as well as such other charges as determined by the Board of Directors of the Association to meet the primary purposes of the Association and such other charges as are necessary to keep the project's character, scheme and development.

a) Annual Assessments: An annual assessment for each calendar year, i.e., January 1-December 31, shall be made by the Board of Directors for purposes of repair and maintenance to the common areas as well as such other purposes as the Board shall establish. Until the DECLARANT no longer has voting privileges, the annual assessment for each unit shall not exceed the sum of four hundred eighty dollars (\$480.00) per assessment

year, except that the assessment for the units owned by the Developer and held for sale shall be one hundred dollars (\$100.00) per assessment year. The annual assessments shall be due in monthly installments upon the first day of each month. Any excess of annual assessments shall be placed in a reserve of the Association for repair and maintenance or the Board of Directors may, at its discretion, distribute the same to the members of the Association pro rata. The annual assessment shall be established by the Board of Directors at the annual meeting.

b) Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying and holding apart the cost of any construction, repair, replacement or maintenance of the project's common areas. In addition, special assessments may be levied against any individual lot for repair, replacement or maintenance of any Townhouse unit or for such other purposes as this Declaration with the Association may state.

Section 12 - REMEDIES OF THE ASSOCIATION FOR NON-PAYMENT OF AN ASSESSMENT:

If any installment of any assessment is not paid within thirty (30) days after it is due, such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as herein-after provided, become a continuing lien on the property which shall bind such property in the hands of the then-owner, his heirs, devisees, successors, and assigns until paid. The personal obligation of the then-owner to pay such assessment, however, shall remain his personal obligation and shall not pass personal liability to his successor in title until expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law (a) against the owner personally obligated to pay the same or (b) to foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney fee to be fixed by the Court, and costs of the action. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property. Such owner hereby expressly grants to the Association a power to execute and record an appropriate claim of lien in such a form as the Association may prescribe. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association, acting on behalf of the lot owners, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to a mortgagee or an insurance company continuing to give total insurance coverage notwithstanding non-payment of such defaulting owner's portion of the premises. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 13 - SUBORDINATION OF THE LIEN TO MORTGAGES:

The assessment provided for herein shall be subordinate to the lien of any first mortgage and the lien of any second mortgage given to secure payment of the purchase price now or hereafter placed on any lot. Sale or any transfer of any lot which is the subject of any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE AND REPAIR

Section 1 - TYPE OF MAINTENANCE AND REPAIR:

In addition to maintenance and repair of the common areas, including landscaping, painting, paving, general cleanup and yard work, 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 of roofs, gutters, downspouts, and exterior improvements, and all landscaping within any lot.

Section 2 - 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.

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 by 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 - AMENDMENT:

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any lot, subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the lot

owners, thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment made must be properly recorded in the records of Lincoln County, New Mexico.

Notwithstanding the foregoing, any or all persons claiming by, through or under DECLARANT or any of DECLARANT'S assignees or successors or transferees do hereby agree that until the DECLARANT and Developer have sold all lots or five (5) years from date, whichever first occurs, the DECLARANT is given absolute authority to amend these Declarations as DECLARANT elects in DECLARANT'S own absolute discretion.

Section 3 - GENDER AND GRAMMAR:

The singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 4 - SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, have hereunto set their hands this 30th day of September, 1981.

LAKESIDE CORPORATION

By:

Maurice H. Blaugrund
Maurice H. Blaugrund, President

ATTEST:

Secretary



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

The foregoing instrument was acknowledged before me this 30 day of September, 1981, by Maurice H. Blaugrund, President of LAKESIDE CORPORATION, a New Mexico corporation, for and on behalf of said corporation.

M. Blaugrund
Notary Public

My Commission Expires:
10-14-83

STATE OF NEW MEXICO } Filed for record in the Clerk's office on 8th day of October
 COUNTY OF LINCOLN }
 AD. 19 81 at 12:03 P.
 Misc'l Rcds. # 466 Jane McSwane and recorded in Book 74
 Rec. # 71446 Fee. \$ 3.00 County Clerk By Mary Lou Shaw
 October

SUPPLEMENTAL REGULATIONS

THESE SUPPLEMENTAL REGULATIONS are made this 7th day of October, 1981, by DECLARANT.

1. DECLARANT hereby ratifies and affirms the Declarations made on the 30th day of September, 1981 and recorded in Book 74 of Miscellaneous Records of Lincoln County at Pages 265-278 inc.

2. DECLARANT supplements said Declarations as follows:

ARTICLE I

Section 19 - UNIT:

Means townhouse.

ARTICLE IV

Section 11b) - Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying and holding apart the cost of any construction, repair, replacement or maintenance of the project's common areas. In addition, special assessments may be levied against any unit for repair, replacement or maintenance of any Townhouse unit or for such other purposes as this Declaration with the Association may state.

c) - Assessments shall be levied per unit and not per lot.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, have hereunto set their hands this 7th day of October, 1981.

LAKESIDE CORPORATION

By:

Maurice H. Blaugrund
 Maurice H. Blaugrund, President

ATTEST:

Colleen Wilson
 Secretary

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

The foregoing instrument was acknowledged before me this 7th day of October, 1981, by Maurice H. Blaugrund, President of LAKESIDE CORPORATION, a New Mexico corporation, for and on behalf of said corporation

My Commission Expires: 4/13/83

Hubert B. Bradley
 Notary Public
 SEAL
 HBB

4/13/83

466



**NOTICE PURSUANT TO THE HOMEOWNER ASSOCIATION ACT
FOR
ALTO VILLAGE SITE A TOWNHOUSES ASSOCIATION**

The information included in this Notice is provided by the **Alto Village Site A Townhouses Association**, a New Mexico non-profit corporation, in accordance with Section 4 of the New Mexico Homeowners Association Act.

1. Name and Address: Alto Village Site A Townhouses Association
1035 Mechem Dr.
Ruidoso, New Mexico 88345

2. There is no outside management company.

3. Recording Information: Subdivision Re-Plat filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 1st day of December, 1980 in Tube No. 721.

Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 30th day of September, 1981, in Book 74 of Miscellaneous Records at pages 265-278.

Supplemental Regulations filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 8th day of October, 1981, in Book 74 of Miscellaneous Records at page 466.

Amendment to Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 26th day of August, 1988, in Book 1988-10, pages 1151-1176.

Amendment to Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 20th day of July, 1989, in Book 1989-8, pages 691-693.

Amendment to Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 26th day of July, 1990, in Book 1990-8, pages

883-884.

Amendments to Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 31st day of October, 2005, in Book 2005, page 10852.

Amendment to Declaration filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico on the 7th day of February, 2013, in Book 2013, page 783.

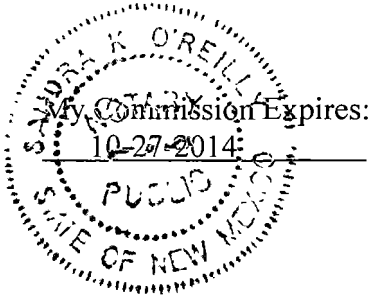
4. The New Mexico Corporation number is: 1445550

ALTO VILLAGE, SITE A, TOWNHOUSES ASSOCIATION

By: Robert D. Armstrong
ROBERT D. ARMSTRONG
Its: President

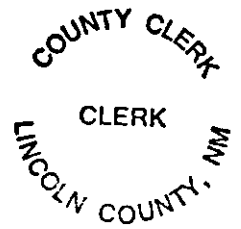
STATE OF NEW MEXICO)
)ss
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this the 11th day of July, 2014, by Robert D. Armstrong, President of Alto Village Site A Townhouses Association, a non-profit New Mexico corporation, duly authorized to do business in the State of New Mexico, for and on behalf of said Association.



Sandra K. O'Reilly
Sandra K. O'Reilly Notary Public

LINCOLN COUNTY - NM
RHONDA B BURROWS, CLERK
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RESOLUTION OF THE BOARD OF DIRECTORS

OF

ALTO VILLAGE, SITE A, TOWNHOUSES ASSOCIATION

RESCINDING ADOPTION OF THE NEW MEXICO CONDOMINIUM ACT

The undersigned, President and Secretary of ALTO VILLAGE, SITE A, TOWNHOUSES ASSOCIATION, a New Mexico non-profit corporation, hereby certify that at the Board of Directors Special Meeting held on the 10th day of December, 2012, held in accordance with the Declarations, as amended, ninety-five percent (95%) of the members were present in person or by proxy.

WHEREAS, the condominium known as Alto Village, Site A, Townhouses (the "Condominium") and the Alto Village, Site A, Townhouses Association, a New Mexico unit owners association (the "Association"), were established pursuant to a Declaration of covenants, conditions and restrictions dated September 30, 1981, as amended by Supplemental Regulations dated October 7, 1981 (collectively, the "Declaration"), upon and applicable to the following described property:

Replat of Alto Village, Site A, Townhouses, 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 on the first day of December 1980 in Tube No. 721.; and

WHEREAS, on or about July 2, 1988, the Association resolved to adopt the New Mexico Condominium Act and Amend the Declaration to reflect the adoption of the New Mexico Condominium Act. The Resolution and the Declaration were both filed in the Office of the Lincoln County Clerk on the 26th day of August, 1988 in Book 1988-10 pages 1149 - 1150 and pages 1151 through 1176; and

WHEREAS, the adoption of the New Mexico Condominium Act was intended to provide a legal framework for filing and enforcing liens for non-payment of association dues, among other things; however, being designated as a condominium has made it more difficult and more costly to re-finance units of the Association; and

WHEREAS, the Association desires to terminate the application of the New Mexico Condominium Act and rescind the adoption thereof; and

WHEREAS, the Amendment to the Declaration of Alto Village, Site A, Townhouses Association rescinding the adoption of the New Mexico Condominium Act was approved by ninety-five percent (95%) of the total vote, voting in favor of the Amendment to the Declaration of Alto Village, Site A, Townhouses Association.

RESOLVED, in accordance with the provisions of Section 47-7B-18, NMSA (1978), the Association hereby rescinds the adoption of the New Mexico Condominium Act and further agrees to amend the Declaration to reflect the same; and

FURTHER RESOLVED, the Association shall file this Resolution along with an Amended Declaration rescinding the Amendment to Declaration filed in the Office of the Lincoln County Clerk on the 26th day of August, 1988 in Book 1988-10 pages 1151 through 1176.

LINCOLN COUNTY - NM
RHONDA B BURROWS, CLERK
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IN WITNESS WHEREOF, Alto Village, Site A, Townhouses Association has caused this instrument to be executed on its behalf by its President as of the 10th day of December, 2012.

ATTEST:

Barbara Jane Strickland
Secretary

Robert D. Armstrong
Robert D. Armstrong
President

STATE OF Louisiana)
)ss
COUNTY OF Orleans)

The foregoing instrument was acknowledged before me this the 18th day of December, 2012, by Robert D. Armstrong, President of Alto Village, Site A, Townhouses Association, a non-profit New Mexico corporation, duly authorized to do business in the State of New Mexico, for and on behalf of said Association.

My Commission Expires:
at death

Mary Ann Meyer
Notary Public

Mary Ann Meyer
89769

LINCOLN COUNTY - NM
RHONDA B BURROWS, CLERK
201300782
Book 2013 Page 782
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IN WITNESS WHEREOF, Alto Village, Site A, Townhouses Association has caused this instrument to be executed on its behalf by its President as of the 10th day of December, 2012.

ATTEST:



Barbara Jane Strickland
Secretary

Robert D. Armstrong
President

STATE OF Texas)
)ss
COUNTY OF Harris)



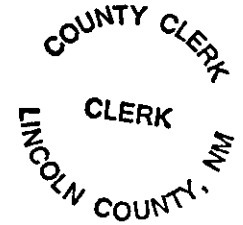
The foregoing instrument was acknowledged before me this the 7 day of ~~December~~^{January, 2013}, 2012, by Robert D. Armstrong, President of Alto Village, Site A, Townhouses Association, a non-profit New Mexico corporation, duly authorized to do business in the State of New Mexico, for and on behalf of said Association.



Notary Public

My Commission Expires:
10-10-14

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ALTO VILLAGE, SITE A, TOWNHOUSES ASSOCIATION
AMENDMENT TO DECLARATION
RESCINDING ADOPTION OF THE NEW MEXICO CONDOMINIUM ACT

The undersigned, President and Secretary of ALTO VILLAGE, SITE A, TOWNHOUSES ASSOCIATION, a New Mexico non-profit corporation, (the "Association") does hereby certify as follows:

1. Rescinding of Adoption of the New Mexico Condominium Act

A Resolution has been approved by a majority of the unit owners to the effect that the adoption of New Mexico Condominium Act filed in the Office of the Lincoln County Clerk on the 26th day of August, 1988 in Book 1988-10 pages 1151 through 1176 is hereby rescinded.

2. Amendments to Declaration

The following Amendment to the Declaration of covenants, conditions and restrictions with respect to the Association dated September 30, 1981, as amended by Supplemental Regulations dated October 7, 1981, (collectively, the "Declaration"), was adopted by the unit owners on the 10th day of December, 2012.

2.1 Section 20 of the Association's Declaration filed in the Office of the Lincoln County Clerk on the 26th day of August, 1988 in Book 1988-10 pages 1151 through 1176 added to Article I of the Association's Declaration are hereby rescinded.

2.2 Article I, Section 19 of the Declaration is hereby amended to read as follows:

Section 19 - Units:

The term "Unit" means Townhouse. The maximum number of Townhouse units

which may be created under this Declaration is 20. A description of the boundaries of each Townhouse unit, including the unit identifying number, is set forth below:

<u>Townhouse Unit</u>	<u>Description</u>
1	Lot 1 and an undivided 1/23 interest in Common Area
2	Lot 2 and an undivided 1/23 interest in Common Area
3	Lot 3 and an undivided 1/23 interest in Common Area
4	Lot 4 and an undivided 1/23 interest in Common Area
5	Lot 5 and an undivided 1/23 interest in Common Area
6	Lot 6 and an undivided 1/23 interest in Common Area
7	Lot 7 and an undivided 1/23 interest in Common Area
8	Lot 8 and an undivided 1/23 interest in Common Area
9	Lot 9 and an undivided 1/23 interest in Common Area
10	Lot 10 and an undivided 1/23 interest in Common Area
11	Lot 11 and an undivided 1/23 interest in Common Area
12	Lot 12 and an undivided 1/23 interest in Common Area

- 13 Lot 13 and an undivided 1/23 interest in Common Area
- 14 Lot 14 and an undivided 1/23 interest in Common Area
- 15 Lot 15 and an undivided 1/23 interest in Common Area
- 16 Lot 16 and an undivided 1/23 interest in Common Area
- 17 Lot 17 and an undivided 1/23 interest in Common Area
- 18 Lot 18 and an undivided 1/23 interest in Common Area
- 19 Lots 19 & 20 and an undivided 2/23 interest in Common Area
- 20 Lots 21, 22 & 23 and an undivided 3/23 interest in Common Area

The foregoing units are located on the following described property:

Replat of Alto Village, Site A, Townhouses, Lincoln County, New Mexico, as shown by the Plat filed in the office of the County Clerk and Ex-officio Recorded of Lincoln County, New Mexico on the first day of December 1980 in Tube No. 721.

2.3 Article VI, Section 2 of the Declaration is hereby amended to read as follows:

Section 2 - Amendment:

This Declaration may be amended only by a vote or agreement of unit owners of units representing at least sixty-seven percent (67%) of the votes in the Association. Every amendment to the Declaration shall be recorded in Lincoln County, New Mexico and is effective only upon recordation.

2.4 Section 14 is hereby added to Article IV of the Declaration reading as follows:

Section 14 - Bylaws:

The Board of Directors of the Association shall have the authority to adopt, alter, amend and repeal the Bylaws of the Association and to adopt new Bylaws, subject to repeal or change by action of the unit owners representing a majority of the votes in the Association.

3. Other.

3.1 Except as amended hereby, the Declaration is hereby ratified and affirmed in all respects.

3.2 This Amendment is adopted in accordance with the provisions of Section 47-B-18 of the New Mexico Condominium Act and in conformity with the procedures and requirements specified by the Declaration, (as such provisions exist prior to the amendment thereof set forth above) and by the New Mexico Building Unit Ownership Act.

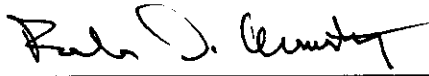
3.3 This Amendment has been executed by at least ninety-five percent (95%) of the Lot and Unit Owners in accordance with the provisions of Section 47-7B-18 (A) NMSA (1978) of the New Mexico Condominium Act and in accordance with the provisions of Article VI, Section 2 of the Declarations of this Association.

LINCOLN COUNTY - NM
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IN WITNESS WHEREOF, Alto Village, Site A, Townhouses Association has caused this instrument to be executed on its behalf by its President and by ninety-five percent (95%) of the Lot and Unit Owners as of the 10th day of December, 2012.

ATTEST:

 Barbara Jane Strickland
 Secretary

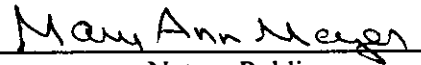


 Robert D. Armstrong
 President

STATE OF Louisiana)
)ss
 COUNTY OF Orleans)

The foregoing instrument was acknowledged before me this the 18th day of December, 2012, by Robert D. Armstrong, President of Alto Village, Site A, Townhouses Association, a non-profit New Mexico corporation, duly authorized to do business in the State of New Mexico, for and on behalf of said Association.

My Commission Expires:
at death



 Notary Public
 Mary Ann Meyer
 8969

LINCOLN COUNTY-NM
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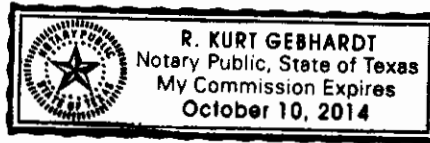
IN WITNESS WHEREOF, Alto Village, Site A, Townhouses Association has caused this instrument to be executed on its behalf by its President and by ninety-five percent (95%) of the Lot and Unit Owners as of the 10th day of December, 2012.

ATTEST:

Barbara Jane Strickland
Barbara Jane Strickland
Secretary

Robert D. Armstrong
President

STATE OF Texas)
)ss
COUNTY OF Harris)



The foregoing instrument was acknowledged before me this the 7 day of ^{January} ~~December~~, 2013, by Robert D. Armstrong, President of Alto Village, Site A, Townhouses Association, a non-profit New Mexico corporation, duly authorized to do business in the State of New Mexico, for and on behalf of said Association.

R. Kurt Gebhardt
Notary Public

My Commission Expires:
10-10-14

LINCOLN COUNTY - NM
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