

D E C L A R A T I O N

THIS DECLARATION of covenants, conditions and restrictions, hereinafter called "DECLARATION," is made and executed in the County of Lincoln, State of New Mexico, this 15th day of September, 1978, by Lakeside Corporation, hereinafter called "DECLARANT,"

WITNESSETH

WHEREAS, subject to those certain restrictive covenants recorded in Book 41 of the Miscellaneous Records of Lincoln County, pages 237-242, DECLARANT is the owner of the following described real property situate in the County of Lincoln, State of New Mexico, to-wit:

ALTO VILLAGE TOWNHOUSE SITE C, as shown by the plat filed on October 17, 1977, in the Lincoln County Clerk's office in Tube 597;

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 the DECLARANT; and, that 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 of Miscellaneous Records of Lincoln County, pages 237-242; and, that all of the provisions, conditions, restrictions and covenants hereinafter set forth, as well as those set forth in Book 41 of Miscellaneous Records of Lincoln County, pages 237-242, 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 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.

ARTICLE I

DEFINITIONS

Section 1 - Association:

Means and refers to the ALTO VILLAGE TOWNHOUSE SITE C Association, its successors and assigns.

Section 2 - Board:

Means the Board of Directors of the ALTO VILLAGE TOWNHOUSE SITE C 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 of the Miscellaneous Records of Lincoln County, pages 237-242.

Section 4 - Club:

Means the Alto Lakes Golf & Country Club, Inc., 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 TOWNHOUSE SITE C project shall include the following described real property, to-wit:

Lot 14, ALTO VILLAGE TOWNHOUSE SITE C,
as shown by the plat filed in the
Lincoln County Clerk's office October
17, 1977, Tube No. 597;

Together with all hereditaments or improvements thereon, including any sewer, electric, water, or other service, buildings, improvements or lines or conduits maintained for the common use and enjoyment of the owners, but subject to the limited parking space license granted to a Townhouse owner by DECLARANT or developer.

Section 6 - Declarant:

Means Lakeside 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 - 13.

Section 10 - Member:

Means the owner as hereinafter defined.

Section 11 - Owner:

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

Section 12 - Parking Space:

Means that portion of the common areas licensed by the DECLARANT or developer to a lot for purposes of vehicle parking.

Section 13 - Plat:

Means the instrument filed on the 17th day of October, 1977, in the County Clerk's office, Lincoln County, New Mexico, Tube No. 597.

Section 14 - Project:

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

Section 15 - Regulations:

Means this Declaration, the By-Laws adopted by the Association, if any, and the restrictive covenants filed in Miscellaneous Book 41, pages 237-242, or any supplemental regulations adopted by the Association, as well as those reservations, easements and restrictions of record or in place which a physical inspection would reveal.

Section 16 - Supplemental Regulations:

Means any amendments, additions or deletions made to this Declaration by the DECLARANT, the Association, or the committee.

Section 17 - 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 Miscellaneous Book 41, 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 18 - Townhouse:

Means the living or dwelling unit upon an individual lot of the plat.

ARTICLE II .

BUILDINGS AND PROPERTY RIGHTS

Section 1 - Buildings:

The principal structures of the project shall be 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 regularions, 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 1/13th interest in the common areas, whether or not the same are specifically set forth therein.

Section 3 - Common Areas:

For each lot, an owner shall be conveyed an undivided 1/13th 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:

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

Section 6 - Membership in Alto Lakes Golf & Country Club, Inc.:

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

Section 7 - Parking:

Each lot shall have assigned to it two (2) parking spaces which shall be deemed included automatically with any lot's conveyance or transfer. Said parking spaces shall be situate in the common area and shall be assigned by DECLARANT or Developer.

Section 8 - Limitations on Use:

The lots, Townhouses, common areas, easements, memberships in Alto Lakes Golf & 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 committee and the Association, and, owner agrees promptly to repair any damage to the project, or to permit the committee or 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 or allow any alteration, addition, repairment or modification to his or her Town house, lot, or the project, without having first obtained the written

consent of the committee and 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, entrance-ways, 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 committee and Association.

e) Owner shall not permanently park or cause to remain in view for more than twenty-four (24) hours, without written consent of the committee and 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 or 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 committee and the Association.

h) Owner shall not permit or cause any construction to be performed upon the project excepting that work approved by the committee and 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 committee or 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 committee and the Association in writing.

l) Owner shall adhere to this Declaration, supplemental declarations, regulations, 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, then, the committee or the Association may, after five (5) days' written notice to the 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 committee or 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 committee and the Association in writing.

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 & 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 the 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 affect 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 TOWNHOUSE SITE C Association, described in Article I, Section 1, is hereby created.

Section 2 - 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 3 - 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.

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 members of the Association shall elect a Board of Directors or Executive Committee of the Association. Until such time as the declarant class has completed the project, and all lots and Townhouses have been sold and transferred by declarant to a third party owner, the DECLARANT shall exercise all voting rights in the Association, unless DECLARANT elects, at its sole discretion, to relinquish its rights. Until termination of the DECLARANT's voting rights as set forth above, the owner class shall have no voting privilege; but, upon termination of the DECLARANT's voting rights, the owner shall have one vote per lot ownership.

Section 4 - Board of Directors or Executive Committee:

The Association is empowered to elect a Board of Directors consisting of as many as three (3) directors, 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 class's voting rights terminate as above provided.

Section 5 - 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; to enter into contracts for the benefit of the Association; to impose assessments, levies and liens against the lots of the respective owners for maintenance, repair and improvement of the project's common areas, or, the lots of the respective owners of lots within the project; to 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 lots 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 6 - 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, then 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 percent (12%) per annum, plus an administrative fee of Twenty-Five and 00/100 (\$25.00) Dollars. 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 areas, 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, then 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, then 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, then the Board of Directors:

1. In the case of a Townhouse unit, shall pay the excess to the owner and/or mortgagee, if any; and
2. In the case of a common area, shall 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 7 - Terms of Directors:

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

Section 8 - Meetings:

There shall be an annual meeting of the Association on the 3rd Saturday of each June.

Section 9 - 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 10 - Assessments:

Assessments may be levied by the Association for the purposes of promoting the health, safety and welfare of the residents in the project, as well as for the improvement and maintenance of the project, as well as 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, repairments, replacements, maintenance, lighting, landscaping, as well as such other charges 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 31st, 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 lot shall not exceed the sum of \$750.00 per assessment year, except that the assessment for the lots owned by the developer and held for sale shall be \$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, in 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 11 - Remedies of the Association for Non-payment of an Assessment:

If an installment of any assessment is not paid within thirty (30) days after it is due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter 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 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 (1) against the owner personally obligated to pay the same; or, (2) 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's 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; and 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 premium. 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 12 - 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 under such mortgage or any proceeding in lieu 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 for roofs, gutters, downspouts, and exterior improvements, and all landscaping within any lot. The Association shall maintain that portion of Fairway 9 between the mowed Fairway 9 and the project's external property line, i.e., "the rough".

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

EASEMENTS

Section 1 - Easements:

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 unit to perform the duties of maintenance and repair of the living units or common area provided for herein. Entry for the purposes of maintenance or repair of any living unit may only be made 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 in 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.

ARTICLE VII

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 ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) 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 assignee(s) or successor(s) or transferee(n), 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 15th day of September, 1978.

DECLARANT: Lakeside Corporation

By: M.H. Blaugrund
M.H. Blaugrund
President

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss.

The foregoing instrument was acknowledged before me this 15th day of September, 1978, by M.H. Blaugrund, President of Lakeside Corporation, for and on behalf of said corporation.

Martin A. Baker
Notary Public



My commission expires: August 29, 1981

STATE OF NEW MEXICO }
County of Lincoln

Filed for record in the Clerk's office
the 25 day of September
A. D. 19 78 at 12:05 P. M
and recorded in Book 55
of Records on page 709-723
Jane McSwane
County Clerk
By B. L. ...
Rec. 852200 Fee \$17.00



AMENDMENT TO DECLARATION

Comes now Lakeside Corporation and states:

(1) Lakeside Corporation is the Declarant under those certain declaration of covenants, conditions, and restrictions filed on the 26th day of September, 1973, in book 41, Miscellaneous Records of Lincoln County, Pages 237-243.

(2) Pursuant to the power and authority set forth in Article VII- General Provisions, Sec.2 - Amendment, the declarant does hereby amend those sections of said declaration filed in Book 55, Miscellaneous Records of Lincoln County, Page 709-723, as follows:

(A) Article I - Definitions

(1) Section 11 - Owner:

Means the record owner of a townhouse, or if the record owner is a corporation or other legal entity comprised of more than one person, partner, or shareholder, the owner shall be deemed to mean that person designated in writing as the holder of the membership in the club.

(2) Section 18 - Townhouse:

Means the living or dwelling unit upon the lots shown on the plat.

(B) Article II - Building and Property Rights

(1) 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 restrictions 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 subject to the regulations, declarations, supplemental declarations, supplemental regulations and bylaws 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 owners membership in the club, the townhouse, and the undivided one-thirteenth interest in the common areas, whether or not the same are specifically set forth therein. If any townhouse is situate on more than one lot then a conveyance shall not be valid unless it includes all of those portions of such lots or lot upon which the townhouse is situate.

(2) 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. A conveyance of a town house shall not be valid unless all the property upon which said townhouse is situate is also conveyed in the instrument or transfer document.

(3) 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 the club's rules and regulations in the use of the same.

(4) Section 7 - Parking:

Each townhouse and/or lot shall have assigned to it two (2) parking spaces which shall be deemed included automatically with any lot's conveyance or transfer. Said parking spaces shall be situate in the common area and shall be assigned by DECLARANT or developer.

(5) Section 8 - Limitations on Use:

The lots, townhouses, common areas, easements, memberships shall be used as follows:

(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 promptly to 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 or 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 Declarant or 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, entrance-ways, 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 or 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 or 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 Declarant or Association.

(h) Owner shall not permit or cause any construction to be performed upon the project excepting that work approved by the Declarant or 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 is 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, 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, then the Association may, after five (5) days' written notice to the 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 perimeter 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 becomes delinquent, as in the case of any other taxes or assessments levied by any lawful government 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.

(3) All other provisions of the Declaration set forth in Book 55, Miscellaneous Records of Lincoln County, Pages 709-723, are hereby declared to be in full force and effect the same as if republished and redeclared herein. Dated this 3rd day of August, 1981.

LAKESIDE CORPORATION

BY: M. H. Blaugrund
M. H. Blaugrund
President

STATE OF NEW MEXICO)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 10th day of August, 1981 by M. H. BLAUGRUND, President of LAKESIDE CORPORATION, a New Mexico corporation.

My Commission Expires:

Dec 18, 1982



STATE OF NEW MEXICO)
County of Lincoln) ss

Filed for record in the Clerks office
the 10th day of August
A. D. 19 81 at 10:15 clock A. M.
and recorded in Book 72
of Misc'l Rec'dm page 1032-1035
Jane McSwane

County Clerk
Barbara Langley
Rec. #70201 Fee: \$6.00

