THIS DOCUMENT IS BEING RE-RECORDED TO REFLECT THE ATTACHMENT OF EXHIBIT "A", SECTION 9 - ASSESSMENTS, WHICH WAS INADVERTENTLY OMITTED AT THE TIME OF THE ORIGINAL RECORDING.

SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS

THE SECOND AMENDED DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter referred to as the "Second Amended Declaration" made and executed this <u>3rd</u> day of <u>January</u>, 2006, by the Alto Village Deer Park Townhomes Association, hereinafter referred to as the "Association" and/or Declarant.

WITNESSETH:

WHEREAS, this Second Amended Declaration is intended to supercede and revise all previous Declarations and/or Restrictive Covenants relating to the following described property, to wit:

"Alto Village Deer Park Woods Townhomes, Units 1 through 17", 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 4th day of November, 1982 in Cabinet D, Slide No. 96, 97 & 98

and to include any subsequent amended plat filed of record with the Lincoln County Clerk; and

WHEREAS, the Association controls the use, development and improvement of the above described real property by virtue of a Declaration of Covenants, Conditions and Restrictions (Declaration), dated November 3, 1982 and filed of record on the 4th day of November, 1982 in Book 82 of the Miscellaneous Records at Pages 737-748 in the Office of the County Clerk of Lincoln County, New Mexico; and

WHEREAS, pursuant to Article V, Section 2 of the Declaration, the Owners have voted to amend the Declaration.

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NOW, THEREFORE, the Second Amended Declaration of Restrictive Covenants for "Alto Village Deer Park Woods Townhomes, Units 1 through 17", 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 4th day of November 1982 in Cabinet D, Slide No. 96, 97 & 98 and any subsequent plats affecting the afore – described real property which have been properly recorded in the Lincoln County Clerk's Office, Lincoln County, New Mexico are hereby stated as being the only effective Declarations on said real property and by the filing of this document, all previous Restrictive Covenants, Declarations or otherwise shall be and are hereby superseded and thereby rendered void and of no force or effect, thereby rendering this Second Amended Declaration of Restrictive Covenants for Alto Village Deer Park Townhomes as the only effective declarations and covenants affecting said real property.

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ARTICLE I DEFINITIONS

Section 1 - ASSOCIATION:

Means and refers to the Alto Village Deer Park Woods Townhomes Association, its successors and assigns.

Section 2 - BOARD:

Means the Board of Directors of the Alto Village Deer Park Woods Townhomes Association, its successors and assigns.

Section 3 - COMMITTEE:

Means the Architectural Control Committee, which shall be the Board of Directors or an Architectural Committee, appointed by the Board of Directors.

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 - ASSOCIATION'S LOT:

Means an area not platted as Lot 1 through Lot 170. This area is originally platted as Lot 171 and is owned and governed by the Association, together with all hereditaments or improvements thereon or thereunder, including any sewer, electric, water, or other service, buildings, roads, parking areas, recreational facilities, landscaping and other improvements maintained for the use and enjoyment of the members of the Association. The Association will own and manage all amenities located on Lot 171 and may formulate bylaws, regulations, and rules for same.

Section 6 - DECLARANT:

Means the Association.

Section 7 - DECLARATION:

Means this instrument and any supplemental declarations.

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Section 8 – LOT (S):

Means the area designated on the plats as Lots 1 through 170 or as subsequently replatted and filed of record.

Section 9 - MEMBER:

Means the Owner as hereinafter defined.

Section 10 - OWNER:

Means the record Owner of a townhome and the lot or lots on which it is located 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 11 – PLAT:

Means the instrument filed on the 4th day of November 1982 in the County Clerk's Office, Lincoln County, New Mexico, in Cabinet D, Slide No. 96, 97 & 98, plus any subsequent plats filed with the Lincoln County Clerk affecting the real property since that date.

Section 12 - PROJECT:

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

Section 13 - REGULATIONS:

Means the Second Amended Declarations together with any Bylaws or written regulations adopted by the Board from time to time.

Section 14 - SUPPLEMENTAL DECLARATIONS:

Means any amendments, additions or deletions made to this by the proper percentage of the Owners as required herein.

Section 15 - TOWNHOME:

Means a living or dwelling unit upon a lot or lots with the Project.

Section 16 - APPROVALS:

Means a written approval from the Association, the Board or appropriate Committee.

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Means townhouse or townhome.

ARTICLE II BUILDINGS AND PROPERTY RIGHTS

Section I - BUILDINGS:

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

Section 2 - LOTS:

Each lot shall be vested in fee simple to the Owner but subject to the Declarations, Restrictions, Easements, and/or Reservations of Record and Regulations and those matters not appearing of record but which a physical inspection of the Project would reveal. All subsequent conveyances shall be deemed to automatically include the Owners membership in the Club and/or the Association, whether or not same are specifically set forth therein. In the event any townhome is located upon one (1) or more lots, then a conveyance of any one lot upon which the Townhome is partially located shall be deemed a conveyance of the Townhome and the lots upon which it was originally located.

Section 3 - THE ASSOCIATION:

For each Townhome unit, an Owner shall be conveyed one membership in the Association. The membership cannot be severed from the Townhome unit and shall be deemed transferred, whether or not specifically mentioned within any transfer, voluntary or involuntary, of the Townhome unit.

Section 4 - TOWNHOME:

The Townhome 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 Townhome. 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 lots or from the point of their connection with the public or private utility within the perimeter of their lot or lots. Each Townhome shall be deemed conveyed by a transfer, voluntary or involuntary of the lot or lots upon which it is situate, whether or not the some is specifically mentioned in any instrument or transfer of the lot or lots.

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Section 5 - EASEMENTS:

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A. Decks and entrances of townhomes constructed on Lot 1 through Lot 170 may encroach a maximum of ten feet (10') into the Association's lot.

B. In the event a building wall or foundation encroaches from one lot onto another, despite efforts to avoid this occurrence, there is hereby designated an easement for the amount of the encroachment, said easement to be binding on the parcel on which the encroachment occurs.

C. Declaration 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.

D. There is hereby created an easement upon, across, over and under all of the Association's lot for ingress, egress, installation, repairing, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, cable and electricity. An easement is further granted to the police, fire protections, ambulance and all similar persons to enter upon the lots or the Association's lot 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 Association's lot and in any other lot. Entry for the purposes of maintenance or repair of any 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 approved by the Board. Should any utility furnish as a service covered by the general easement herein provided request a specific casement by separate recordable document, the Board shall have the right to grant such easement on said property without being in conflict with the terms hereof.

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

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

Section 7 - LIMITATIONS ON USE:

The lots, townhomes, the Association, 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. Owners may lease or rent the premises to third parties provided that the use of such third parties is residential in nature. Effective September 3, 2006, Owners may lease or rent the premises to third parties provided such rental or lease is for a period of not less than thirty (30) days.

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c) Owner shall commit no muisance, disturbance or annoyance, nor allow his or her guests, lessees, or invitees to commit any muisance, disturbance, or annoyance upon the Project.

d) Owner shall not cause nor allow any alteration, addition, or modification to the exterior of his or her townhome, lot, or the Project. Further, Owner shall not cause nor allow any repair to the exterior of his or her townhome, lot, or the Project without having first obtained the written consent of the Board. It is the intention of the Association 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 townhome provided that no structural change of the integrity of the townhome's interior shall occur except as approved by a registered or certified architect and the Board. The Association shall keep a permanent record on file reflecting all requirements for acceptable colors, roofing materials, and other material requirements so that Owners may determine all requirements pertaining to alterations, additions and modifications to the exterior of the townhome.

e) Owner shall not permanently park, nor cause, nor permit to remain in view for more than twenty-four (24) hours, any recreational motor vehicle, boat, or trailer 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 erect any outbuilding, shed, storage unit or other structure anywhere on the Project.

g) Owner shall not permit nor cause any construction to be performed upon the Project, or within any building on the Project, excepting that work approved by the Board in writing.

h) 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 townhome. Each Owner shall be responsible for any damage or waste caused by an animal whose Owner occupies or visits said Owner's premises.

i) Owner and/or his agent shall permit no signs, advertising, or bill boards of any kind to be erected and/or exhibited, in any manner upon the lots in the Project, without prior written approval of the design, material and finish of the sign from the Board. In any case, if approval is granted for a sign, it may be no larger than one hundred (100) square inches. The Board reserves the right to remove any signs posted without the written approvals required herein.

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LINCOLN COUNTY-NM TAMMIE J MADDOX, CLERK 200600555 Book2006 Page 555 6 of 38 01/19/2006 01:41:49 PM BY LOREE1 j) If patio furniture is placed anywhere in the Project where said furniture will be visible to a person standing 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.

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

1) The Association shall be responsible for maintaining and keeping in orderly condition and care the landscaping within the perimeters of the Project, including landscaping within each individually owned lot and within the Association's lot.

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

n) There shall be no obstruction of the Association's lot by an Owner, and nothing shall be stored in the Association's lot without prior consent of the Board in writing.

o) Except as originally constructed, 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 view or vision of any Owner.

p) The surface material or lining of all draperies and/or curtains facing the outside of all windows of each townhome shall be of a white or slightly off-white color, without any other color pattern visible from a distance of ten feet (10'). The interior surfaces of said materials may be of any color or pattern.

ARTICLE III ASSOCIATION

Section 1 - ASSOCIATION:

The Alto Village Deer Park Woods Townhomes Association, defined in Article I, Section 1, is hereby created.

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Section 2 - ROBERTS RULES OF ORDER:

Except as provided herein, the Association shall be governed by and meetings shall be conducted according to the most current edition of Roberts Rules of Otder.

Section 3 - MEMBERSHIP:

Membership in the Association shall be granted to each Owner as that term is defined in Article I, Section 10 of this Second Amended Declaration.

Section 4 - VOTING:

The Owner, as designated in writing, shall have one (1) vote.

Section 5 - BOARD OF DIRECTORS:

The Association shall elect a Board of Directors consisting of as many as seven (7) or as few as three (3) Directors.

Section 6 – POWERS AND DUTIES:

A. 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, instructions or rulings issued by the Committee to the Association, Board or any Owner. Without intending to limit the power or authority or privileges of the Board of Directors it shall have the power, authority, and right to adopt Bylaws; impose dues upon members, establish administrative bodies or committees, as necessary from time to time, to hold the the tot(s) of the respective Owners for maintenance, repair and/or improvements of the Association's lot 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.

B. It will also be within the authority and power of the Board of Directors to adopt rules and regulations governing the Association's lot; repair, maintain or replace the Association's lot and the improvements thereon when same is damaged or in need of repair and maintenance by reason of use; establish a reserve fund for maintenance and repair of the Project; make special assessments, levies and liens against the lots within the Project for pusposes of maintenance and repair of the Association's lot and the improvements thereon; mortgage or pledge the Association's lot for purposes of making repairs, improvements or replacements as agreed by two-thirds (2/3rds) of the Owners; and to enter any of the lots, within the Project at reasonable times and hours following five (5) days notice for purposes of repair or inspection.

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Section 7 - INSURANCE:

A) Townhome Owners shall be required to provide a Certificate of Insurance to the Association showing proof of fire and extended coverage insurance in an amount of not less than One Hundred Percent (100%) of the current replacement value of said townhome, and if townhome Owner fails to do so, after written request by the Board, then the Board shall have the right to purchase said insurance until satisfactory proof is supplied by the townhome Owner, and any costs or fees incurred by the Board for providing said temporary coverage shall be paid upon demand by the townhome Owner, and, if unpaid shall constitute a lien against the townhome Owner's interest in the real property.

B) The fire and extended coverage insurance shall contain a broad form of liability insurance covering the Owner's interest in the Association's lot against damages or injury caused by the negligence of the Owners, their guests, the Association of any of its agents. The Board shall also obtain a policy of fire and extended coverage insurance on the Association's lots and improvements thereon which shall protect the Association from public liability, as well as be sufficient to cover the replacement costs or repair of the Association's lots and improvements thereon, in the event of damage or destruction from any hazard. The cost of said insurance shall be included in the annual assessment.

C) In the event of damage or destruction by fire or other casualty to any townhome, the Owner agrees that reconstruction of a conforming structure will be commenced within six (6) months following the loss or the townhome Owner will lose all privileges of membership, and if necessary cleanup is not done within thirty (30) days following a loss, the Board reserves the right to contract for the necessary cleanup of the affected premises and if the costs are not paid by the townhome Owner, following written demand, same shall constitute a lien against the lot, including all costs and attorney's fees incurred in processing such liens.

Section 8 - NOTICES:

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All notices shall be mailed to an Owner at the address provided to the Association by said Owner, and if none, then the townhome 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 9 - ASSESSMENTS: *SEE ATTACHED EXHIBIT "A"

Section 10 - REMEDIES OF THE ASSOCIATION FOR NON-PAYMENT OF AN ASSESSMENT:

If 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 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

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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 twolve 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 set 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 or her lot or unit.

Section 11 - 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 of transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV EXTERIOR MAINTENANCE AND REPAIR

Section 1 - TYPE OF MAINTENANCE AND REPAIR:

In addition to maintenance and repair of the Association's lot, 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 Section 2.

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LINCOLN COUNTY-NM TAMHE J MADBOX, CLERK 200600555 Book2006 Page 555 10 of 38 01/19/2006 01:41:49 FM BY LOREE1 hereof as follows: paint, repair, replace and care of roofs, gutters, downspouts, and exterior improvements.

Section 2 - ASSESSMENT OF COSTS:

The costs of such exterior maintenance shall be assessed against the unit on which the maintenance is done and shall be a special assessment to which such living units are subject, and it shall be a lien on the unit, the personal obligation of the Owners, and is due and payable upon demand.

ARTICLE V GENERAL PROVISIONS

Section 1 - ENFORCEMENT:

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - AMENDMENT:

The covenants and restrictions of this Second Amended Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Owner. The covenants and restrictions of this Declaration may be amended by a vote of not less than Seventy-Five Percent (75%) of the lot Owners. Any such Amendment must be properly recorded in the Office of the Lincoln County Clerk, Lincoln County, New Mexico, together with a sworn Certificate of Election reflecting adoption of the Amendment by the required percentage of Owners, executed by the President and attested by the Secretary.

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.

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LINCOLN COUNTY-NM TAMMIE J MADDOX, CLERK 200600555 Book2006 Page 555 11 of 38 01/19/2006 01:41:49 PM BY LOREE1 IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Second Amended Declaration this 3rd day of January, 2006.

DEER PARK WOODS TO WITHOMES ASSOCIATION ر By: Charles Patterson, President Attests Lex Graham, Secretary State of New Mexico SS. County of Lincoln This instrument was acknowledged before me on January 3, 2006 by Charles D. Patterson, resident of Alto Village Deer Park Woods Townhomes Association, Inc., a New Mexico nonprofit corporation.""..., M٧ State of New Mexico SS. County of Lincoln This instrument was acknowledged before me on January 3, 2006 by Lex Graham, Secretary of Alto Village Deer Park Woods Townhomes Association, Inc., a New Mexico nonprofit corporation. Notary Public LINCOLN COUNTY-NM E J MADDOX, CLERK 00600555 TAMMITE Book2006 Page 12 of 38 LINCOLN COUNTY-NM 555 J. MADDOX, CLERK TAMMIE 01/19/2006 01:41:49 PM 700588 c588 Book2007 Page 39 BY LOREE1 12 of 01/19/2007 08:20:29 AM BY CHARLOTT

EXHIBIT "A"

The following signatures are in excess of seventy-five percent (75%) of current Townhome Owners who approve the foregoing Second Amended Declaration of Restrictive Covenants of Alto Village Deer Park Woods Townhomes Association, Inc.

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Richard Smith

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Margaret C. Johnson

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December 17, 2005

Deer Park Woods Townhome Association, Inc. Townhome and Vacant Lot Owners

This letter represents our vote "for" the amendment to Article II, Section 7A of the First Amended Declaration of Restrictive Covenants for the Deer Park Woods Townhome Association proposed at the annual meeting on September 3, 2005.

"No use other than residential use shall be permitted. Owner's may lease or rent the premises to third parties provided that the use of such third parties is residential in nature. Effective September 3, 2006, Owner's may lease or rent the premises to third parties provided such rental or lease is for a period of not less than thirty (30) days."

Signed:

27 A Tenants	
	Nr.
Joe Neeley	W 2 CT
Karen Neeley	Karen Neelen
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Jack Baggett معربان Billie Gene Baggett

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Charles C. Anderson

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Gerald T. Daugherty

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Charlyn Cook Daugherty

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C. Collins "Andy" Anderson

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Kimberly K. Anderson

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