

CERTIFICATE OF AMENDMENT

The undersigned, ROCIADA PROPERTIES, INC., successor in interest to PENDARIES PARK AT ROCIADA, INC., hereinafter referred to as "Declarant",
WITNESSETH:

WHEREAS, under the terms of the original restrictive covenants filed in this matter on July 22, 1992, it was provided that the Declaration of Uniform Protective Covenants and Restrictions could be amended by the affirmative vote of two-thirds (2/3rds) of the owners of lots in Pendaries Park Place Subdivision and;

WHEREAS, the Amended Declaration of Uniform Protective Covenants and Restrictions of Pendaries Park Place Subdivision, restated as of July 16, 2012, has been approved by the affirmative vote of more than 2/3rds of the owners of lots in Pendaries Park Subdivision, now, therefore;

IT IS HEREBY DECLARED that the Amended Declaration of Uniform Protective Covenants and Restrictions of Pendaries Park Subdivision are attached hereto as Exhibit "A". This amendment shall be effective as of July 16, 2012 and shall continue in full force and effect until the same expires or is subsequently amended in accordance with the terms thereof.

SO DECLARED:

ROCIADA PROPERTIES, INC.

By  PRES

STATE OF NEW MEXICO)
)SS.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me this 16th day of July, 2012, by MICHAEL L. GREGORY, JR., PRESIDENT of ROCIADA PROPERTIES, INC., a New Mexico corporation, on behalf of said corporation.

Mary Tarango
NOTARY PUBLIC



COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

AMENDMENT DECLARATION
PAGES: 11

I Hereby Certify That This Instrument Was Filed for
Record On The 27TH Day Of July, 2012 at 08:56:39 AM
And Was Duly Recorded as Instrument #201202687
Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Melanie Y. Rivera
Deputy _____ County Clerk, San Miguel, NM

AMENDED
DECLARATION OF UNIFORM PROTECTIVE COVENANTS AND
RESTRICTIONS
OF
PENDARIES PARK PLACE SUBDIVISION
SAN MIGUEL COUNTY, NEW MEXICO
(Restated as of July 16, 2012)

AMENDED DECLARATION OF UNIFORM PROTECTIVE COVENANTS AND RESTRICTIONS PENDARIES PARK
PLACE SUBDIVISION, SAN MIGUEL COUNTY, NEW MEXICO

THIS DECLARATION was made on July 22, 1992, by ROCIADA PROPERTIES, INC., successor in interest to PENDARIES PARK AT ROCIADA, INC. a New Mexico corporation (hereinafter referred to as "Subdivider" or "Declarant" or "Developer"). These Covenants are amended this 16th day of July, 2012. The real property which is the subject of this Declaration of Protective Covenants is described in the attached Exhibit "A:" hereto, the same hereinafter referred to as "Subdivision" or "Pendaries Park Subdivision".

DECLARANT HEREBY DECLARES AS FOLLOWS:

1. PURPOSE: These Covenants (the "Covenants" or "Declaration") are for the purpose of providing a means for the orderly development, maintenance and improvement of Pendaries Park as a "recreational vehicle only" community and to preserve the natural beauty of the area, to encourage its attractive development and enjoyment, and to secure to each owner the full benefit of his property. These Covenants shall run with the land for all purposes and shall be binding upon and inure to the benefit of Declarant, its respective successors in interest and the individual owners of recreational vehicle lots in Pendaries Park Subdivision.
2. APPLICABILITY: These Covenants shall apply to all real property described in the attached Exhibit "A" hereto.
3. TERM: This Declaration shall continue in full force and effect until January 1, 2036, and thereafter for successive ten (10) year periods, unless revoked within one (1) year prior to the end of any such term by a majority of owners of the property subject hereto and further upon the recordation in the San Miguel County Clerk's Office of a Certificate setting forth in full the repeal of these Protective Covenants and certifying that the same has been duly approved. These Covenants may also be earlier modified or amended with the written consent of the owners of sixty-six and two thirds (66 2/3%) percent of the lots in the subdivision. Said amendment shall be effective upon the recording of a Certificate of Amendment. Declarant shall be entitled to cast one vote for each lot owned by Declarant to approve or disapprove any modification or amendment. A "lot owned by Declarant" is defined as a developed lot currently available for sale and having road access and water, sewage, and electrical utilities at the lot
4. MUTUALITY OF BENEFIT AND OBLIGATION: These Covenants are made for the mutual and reciprocal benefit of each and every owner of a lot in the subdivision. They are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the lots and to also create reciprocal rights between the respective owners of all of the said lots. These Covenants create a privity of contract and estate between the Grantees of said lots, their heirs, successors, and assigns; and they shall, as to the owner of each such lot, his heirs, successors, or assigns, operate as covenants running with the land for the benefit of each and all of said lots in the subdivision and their respective owners.

5. **EASEMENT:** There is hereby granted to each and every owner a permanent easement of ingress and egress together with an easement for the installation and maintenance of utility lines, said utility rights to include, without limitation water, electric power, sewer, telephone lines, and television cable, along all of the existing roads belonging to Pendaries Park at Rociada, Inc., together with any new roads created hereafter which provide access to the real property subject to these restrictions. The easement granted hereby is appurtenant to each individual lot within Pendaries Park subdivision and said easement shall not be subject to termination. The Declarant reserves the right to change the location of any easement or road provided that such change shall not unreasonably encumber or modify access to the lots entitled to such access. Declarant's right to relocate the easement may be exercised by Declarant at any time provided that such relocation shall not materially restrict or otherwise impair the rights of ingress and egress of each lot owner.

The Developer reserves the following easements:

- a. Slope Control and Drainage: Developer reserves for itself, its successors and assigns, easements for the maintenance and permanent stabilization and control of slopes in any slope control areas "designated on the plats of Pendaries Park Subdivision and "slope easements" and easements for the use and maintenance of drainage courses of all kinds" in any areas designated on the plats as drainage easements. Within the areas subject to these easements, no structure, planting, or other materials shall be placed or permitted to remain and no activity shall be undertaken, which may damage or interfere with established slope ratios or drainage courses, create erosion or earth slides or obstruct, retard or change the direction of the flow of water over such slope control areas or through such drainage courses. Provided, however, that the Developer, its successors, or assigns, shall have and reserve the right to landscape and beautify the areas subject to such easements and to improve the slope ratio of, and water flow over, such areas.
- b. Utilities: Developer reserves for itself, its successors and assigns, easements for the installation and maintenance of utilities over the area designated on the plats as streets and parks as well as easements five (5) feet in width along side and rear property lines fifteen (15) feet in width along the front property lines adjacent to roadways (unless otherwise depicted on the recorded map of the subdivision of each lot in the subdivision as shown on the plat thereof. A reciprocal easement for underground electrical installations connecting R.V. pad sites is reserved on each entire lot. Provided, however, buildings, roads, pads and all other permitted improvements may be constructed over such electrical lines. For the purposes of this paragraph, the term utility shall include, without listing the generality or requiring the installation thereof, underground wires, conduits, or other necessary attachments for the transmission of electricity, for lighting, power, telephone lines, television and other purposes together with storm drains, land drains and pipes, water systems and lines or pipes, sewer systems and soil pipes, sprinkler systems, heating and gas lines or pipes, and any and all other equipment in connection therewith as the same may be reasonably necessary or desirable for the comfort, convenience, or safety of the residents of the subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain and no activity shall be undertaken, which may damage or interfere with the installation and maintenance of the utilities. The easement areas are subject to such easements and all improvements thereon shall be maintained continuously by the owner of the lot. No utility easement shall be restricted or impaired by reason of the fact that the area of such easement is included, in whole or in part, in an area subject to any other easement. The Declarant shall be entitled to have reasonable access across the lot to any easement for the purposes of installation, inspection and maintenance.
6. **MAINTENANCE FEE ASSESSMENT:** In order to pay expenses incurred in maintaining and constructing roads and buildings on the Pendaries Park RV Park and in this subdivision, trash collection, delivery of water, sewer maintenance, salaries, and related services, the owner of any lot in Pendaries Park Place agrees to pay an annual assessment fee to the Developer or its successors. The Developer shall be entitled to use such maintenance fees in such fashion as Developer shall determine in its sole discretion. No owner shall be empowered to dispute the use made of such fees by Developer. The annual assessment fee shall be in the amount of Two Hundred Dollars (\$200.00) and shall be subject to increases not to exceed fifteen percent (15%) per annum. This Two Hundred Dollars (\$200.00) was amended to Five Hundred Dollars (\$500) on the first day of July, 2004. This amended amount shall apply to all sales made after July 1, 2004, unless otherwise agreed by contract between Developer and any owner. Any such increase in annual maintenance fees shall be based upon increases in the Consumer Price Index (CPI) utilizing the year of purchase as the base year. From the date of such purchase and thereafter, the annual maintenance fee may be increased in conformity with the said Consumer Price Index as published by the United States Department of Labor.

The Developer reserves the right to amend the initial assessment amount, provided that no such charge shall apply retroactively to any owner purchasing prior to the date of recording such amendment. Increases related to CPI changes are not affected by this reservation of the right to amend.

The Developer may also levy special assessments for emergency purposes, provided, however, in the event of any such special assessment, sixty-six and two thirds (66 2/3%) percent of the third party owners of lots, not including the Developer, must concur in any such emergency assessment. Such contact shall be in writing by mailing to Owner's last known address by certified mail return receipt requested. In the event of an emergency, the Developer shall contact each individual owner and request approval of this emergency assessment. The lot owner must respond to the Developer's request within fourteen (14) days. If the owner does not respond, then it will be presumed and understood and it is hereby specifically agreed between the parties, that the owner approves such emergency assessment and the failure to respond shall be considered as the owner's assent to the request.

The Developer shall not be subject to maintenance fees for lots owned by it.

The maintenance fees shall be due and payable in full not later than February 1, of each year.

7. LIEN: Upon failure of an owner to pay assessments in full within sixty (60) days following written notice of demand for payment, mailed to the last known address provided by the Owner to the Declarant, the Declarant may cause the notice of assessment and a claim of lien created thereby to be recorded in the Office of the County Clerk of San Miguel County, New Mexico. Upon payment of such assessments in full, and costs, the Declarant shall record in the Office of the San Miguel County Clerk a release or releases of lien with respect to the property for which payment has been made.

Each owner, by acceptance of a deed to an individual lot herein, shall bind himself, his heirs, personal representatives and assigns, to pay all charges reasonably determined and levied upon such lot, including interest thereon at the rate appropriately charged by commercial banks in Las Vegas, New Mexico. Collection fees, if any, including reasonable attorney's fees; and the obligation to pay such annual assessments, interest, charges and costs constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein. In the event of any such sale or transfer of ownership without payment in full of the lien, the lien shall continue and may be subject to enforcement by foreclosure.

All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of liens. Liens of first mortgages or deeds of trust placed upon any lot which are recorded in accordance with laws of the State of New Mexico, shall be from the date of recording of such, superior to any and all such assessment liens provided for herein.

The Developer shall be entitled to refuse access to the lot owned by any owner who is not current on payment of the annual maintenance fees following 180 day written notice from Developer to Owner advising Owner of intent to deny access.

8. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT: Lots shall be used only for recreational vehicle parking and residential purposes. No platted residential lot may be further subdivided by an owner. Any lot within the subdivision may be used only for the parking of recreational vehicles and permanent dwelling structures shall not be permitted.
9. GENERAL PROHIBITIONS AND REQUIREMENTS: The following general prohibitions and requirements shall control the construction and activities conducted within the Subdivision:

The Developer shall be entitled to prepare rules clarifying and implementing these covenants. Such rules shall be enforceable by Developer in the same fashion as these covenants. All such rules shall be in conformity with these conditions, covenants, and restrictions.

a. Animal Control

(a.1) A reasonable number of generally recognized household pets (such as dogs, cats and birds) may be maintained on any lot, but only as pets and not for commercial purposes. Such pets are permitted on roads, common areas and open space only while on a leash.

(a.2) No vicious or dangerous dogs shall be permitted within the subdivision. Dogs must be controlled by Owner at all times. Owner shall be responsible for cleaning up after and removing and properly disposing of their animal droppings from their lots and from all other areas of the subdivision.

(a.3) No structures for the housing of animals or fowl shall be constructed on the property.

(a.4) Animals kept and maintained within the subdivision shall be subject to further rules as may be determined by the Developer.

b. Construction

On January 1, 2013, all existing buildings and structures within the subdivision shall be "Grandfathered" and exempt from complying with Section 9b of these Restrictive Covenants. There are two exceptions to this exemption. First, any structural modification to an exempt structure, except like for like maintenance, shall invalidate the exemption and shall require the entire structure to comply with Section 9b of the Restrictive Covenants in entirety. The second exception is any modification necessary to bring a structure into compliance with a governmental requirement. Should that occur, the exemption shall be invalidated and shall require the entire structure to comply with Section 9b of the Restrictive Covenants in entirety.

The Developer reserves the right to develop rules and guidelines regarding architectural styles, materials, and colors for all structures constructed within the subdivision. The Developer retains the right to approve in writing, for good cause, construction of improvements that do not conform to the following limitations.

No improvements, including buildings, structures, or permanent installations, shall be erected or installed on the subject property, except as provided herein below. The following improvements are permitted on residential lots, provided however, such improvements or modifications to improvements must be constructed by the Developer or its successor, or by the Owner. In all cases, no improvement or modification to an improvement shall be started without prior submission to Developer of detailed construction plans and approval by the Developer of such plans. The permitted improvements are:

- (b.1). A single completely enclosed shed per lot, not to exceed 144 sq. feet in building area nor 13 feet in height (excluding hardware projections).
- (b.2). Combinations of a porch, deck, gazebo, pergola, pavilion, canopy, or screened enclosure are allowed on each lot. All of these structures must be substantially open on all sides. A single structure cannot exceed 400 sq. feet in area nor 13 feet in height (excluding hardware projections). A combination of any of these structures on a single lot shall not exceed 600 sq. feet in total area.
- (b.3). Park models constructed in accordance with Recreation Park Trailer Industry Association (RPTIA) standards may be installed on any lot. The Developer reserves the right to develop rules and guidelines unique to park models.
- (b.4). No concrete: slabs, pads, sidewalks, foundations, or borders, except for small pads for exterior HVAC systems and in ground footings for the mounting of posts, are allowed on any lot.
- (b.5). No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the subdivision's sewage collection system. Gray water discharge is allowed for irrigation purposes only, subject to further restrictions as may be specified.
- (b.6). No fence of any kind shall be constructed on any lot or along any lot boundary.
- (b.7). No permanent structures, other than those described within this document, shall be permitted on the subject property. Provided, however, the necessary soil lines, service lines, transformers and junction boxes to provide utilities and sewer service shall be permitted.

- (b.8). No timber cutting is allowed, except for thinning or pruning, unless otherwise specifically permitted by the Developer.
- (b.9). Satellite dishes are permitted. Permanent TV antennas or radio towers are not permitted.
- (b.10). No temporary - house, garage, or structure of any kind shall be placed or erected on any lot. However, a tent or screen room may be constructed for the use of the owner or guests of the owner provided that the same is maintained in an orderly fashion and is not constructed and maintained as a permanent structure throughout the season. See Section 9.b (2) for permanent structures.
- (b.11). No furniture or appliance designed for normal use or operation indoors may be used outdoors and no building or construction materials or supplies shall be placed upon, stored, or located upon any lot or any street in the subdivision. Provided, that building and construction materials in a quantity not in excess of that actually required for construction may be placed upon a subject property for a reasonable period of time to permit construction of any improvement.

c. Emergency Orders

There may arise from time to time conditions that require temporary emergency rules to be enacted to protect property, health, and personal well being. Conditions requiring enactment of such rules include, but are not limited to, emergency government declarations, fire conditions, wildlife activities, and water rationing. The Developer reserves the right to develop and enact such emergency rules as are deemed necessary. All emergency rules are of limited duration and shall not exceed thirty (30) days in length, or the term of the emergency. They do not require approval by Lot Owners. Upon issue, each rule shall be in writing and shall have an effective date, expiration date, and scope listed. Such rules shall be posted in the Park Office, the Clubhouse, and shall be made available to all owners within a reasonable period of time.

d. General

- (d.1). Individual lots may only be used for residential purposes. They may not be further sub-divided nor may they be used, either in form or substance, in a time share or membership arrangement.
- (d.2). No trash, garbage, or other refuse shall be dumped or stored on any lot in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (d.3). No gainful occupation, profession or trade shall be maintained on any residential lot or in any structure on any residential lot without the prior approval of the Developer.
- (d.4). Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard shifting or erosion and to encourage the growth of indigenous ground cover. An owner may maintain a small plot of land, not larger than 100 square feet, for planting of wildflowers or similar decorative plants. No lawn may be planted on any lot.
- (d.5). No use shall be made of any lot which shall cause the improvements within the Subdivision to be uninsurable against loss by fire or the perils included in an extended coverage endorsement in the form approved by the Superintendent of Insurance of New Mexico, or cause any policy representing such insurance to be cancelled or suspended, or cause any company issuing such policy to refuse renewal or to increase insurance premiums thereon.
- (d.6). No activity shall be permitted on any lot or any street within the subdivision that shall be construed as an unreasonable annoyance or nuisance to the neighborhood or to the users of any adjacent property to the subdivision.
- (d.7). Except for construction of permitted structures, no drilling, refining, quarrying, or mining

operations of any kind shall be permitted upon or in any lot and no derrick or other structure for use in drilling or boring shall be erected, maintained or permitted on any lot.

(d.8). No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than two (2) months from the time of such destruction.

(d.9). There shall be no blasting, discharge of explosives or fireworks, hunting, or the discharge of firearms within the subdivision without the prior approval of the Developer.

(d.10). No open fires except propane fires and charcoal grills are permitted within the subdivision.

(d.11). Developer reserves the right to enter upon any lot for the purposes of maintaining the utility and sewer systems, for trash collection, to police and maintain the area, and to remove any unsightly or unwanted trash or structures.

(d.12). The speed limit on all roads within the subdivision is 10 MPH.

(d.13). All signs and billboards are prohibited except upon approval of the Developer. Resident ownership signs no larger than 3' x 3' and constructed of attractive, durable material are encouraged. The Developer retains the right to place "for sale" advertising signs on the property. Owners wishing to advertise their lot for sale may register the lot with the R.V. Park management, use a local realtor, or place a small unobtrusive Real Estate Flyer Box on the lot. "For Sale" signs are not permitted.

e. Utilities

(e.1). The Owner shall use water from the community water system only for domestic purposes and for watering of ornamental shrubs and flowers. The Owner shall confine the use of all community water to a reasonable minimum. In no event shall an owner permit water to run continuously on the property or to allow water to be wasted.

(e.2). No above ground utility lines including, but not limited to, water, electrical, gas, telephone, or television are allowed on any lot. All utility lines must be buried underground except for structure entry risers.

(e.3). A single above ground LPG Storage tank rated not larger than 120 gallons may be placed on any lot where a park model or other RV remains year around.

(e.4). An owner shall not introduce any foreign substance or matter which is harmful or injurious to the operation of the waste treatment system. In the event such material is willfully or negligently introduced by any Owner, such Owner shall be responsible for all costs associated with repairing the system and reestablishing proper operation of the system.

(e.5). Utility Ownership:

The sewage disposal line belongs to and is the responsibility of the owner while on the owner's lot.

The electrical pedestal on a lot, its circuit breakers, and all electrical lines after the meter are owned by and the responsibility of the lot owner. The electrical meter and all lines from the meter back toward the electric utility company are owned by and the responsibility of the electric utility company.

The water line up to and including the Service Transfer Point (first water shutoff valve or meter yoke assembly) on the lot belongs to the water supply utility. All water lines, valves, and hydrants on the lot, after the Service Transfer Point, are owned by and the responsibility of the lot owner.

f. Vehicles

- (f.1). No more than one (1) RV, two (2) automobiles or trucks, and two (2) golf carts or ATVs are allowed per lot, unless otherwise approved by the Developer. Guest vehicles are allowed for brief periods.
- (f.2). No vehicles or trailers shall be parked on any street in the subdivision after dark. Trailers involved in construction activities may be exempted upon approval by the Developer.
- (f.3). No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, shall be placed upon, stored, or located upon any lot or any street in the subdivision.
- (f.4). No owner may park a vehicle or use a vehicle in such a fashion that vegetated areas on the lot or within the subdivision will be subject to plant destruction or misuse. All vehicles and wheeled devices, including golf carts, bicycles, motor scooters, trail bikes or any similar wheel vehicles shall be employed **only** upon approved roads or upon such trails as Developer shall designate.
- (f.5). Powered vehicles, fueled or electric, may only be operated within the subdivision by persons possessing a valid driver's license, or by someone accompanied by a person with a valid driver's license.
- (f.6). Washing of automobiles or recreational vehicles shall be permitted on the lot. Changing vehicle fluids, minor maintenance, and emergency repairs shall be permitted. Major engine or mechanical overhaul, including removal of major vehicular components shall not be permitted.

10. **MEMBERSHIP IN PENDARIES PARK AT ROCIADA, INC.** All owners of lots in Pendaries Park Place Subdivision are automatically, by virtue of such ownership, a member in Pendaries Park at Rociada, Inc., the adjacent membership park. As a member, the owner shall be entitled to all rights of membership including use of all of the facilities constructed for and employed by members of the membership park. The membership in the Park accompanying lot ownership is a right which may not be severed from the lot and no owner or successor shall be entitled to sell the membership separate from the lot.

It is an express condition of ownership that in the event the owner transfers the ownership of the lot to any person other than a spouse or child of the owner, then there will arise at the time of such transfer an obligation to pay Pendaries Park at Rociada, Inc., or its successors the sum of Two Thousand Dollars (\$2000.00). It is an express restriction that no instrument transferring the ownership of the recreational lot shall have any force or effect until such time as the said \$2000.00 is paid to Pendaries Park at Rociada, Inc., or its successor. Any conveyance or other agreement acting in the same manner as a conveyance of ownership or a conveyance of a right to use shall be void unless payment of the said \$2000.00 is made as provided herein. The \$2000.00 is based upon a current value. Said amount may be increased should there be increases in the consumer price index. In the event of such increases, then the \$2000.00 to be paid hereunder shall be increased in an amount conforming with the increases in the consumer price index utilized in the year of purchase as the base year. From that year and thereafter the \$2000.00 membership transfer fee described herein may be increased in conformity with the consumer price index as published by the United States Department of Labor. A transfer of membership by inheritance may be accomplished without payment of the transfer fee. All such monies collected shall be used to pay operational and maintenance expenses of the park.

The Developer reserves the right to amend this membership transfer amount, provided that no such amendment shall apply retroactively to any owner purchasing prior to the date of recording such amendment. Increases related to consumer price index changes are not affected by this reservation of the right to amend.

11. **ADDITIONAL DEVELOPMENT:** Pendaries Park at Rociada, Inc., its successors or assigns may create, from presently undeveloped property in the vicinity of the property described in Exhibit "A", additional lots which shall be subject to these covenants at Developer's option. Lot owners within such additional property may become members of the Pendaries Park at Rociada membership campground. The Developer reserves unto itself full rights of use of all roads, water facilities, easements, main entrance, and all other property owned by the Developer for reasonable promotion, development and sale of additional properties now owned or which may become owned by the Developer in the vicinity of the property made subject to these restrictive covenants. No individual lot owner shall have the right to interfere in any fashion with the Developer's use of the facilities for the purposes so stated. Developer shall have the right to use any lot owned by it for activities reasonably related to promotion, sale and development of this property or other property owned or which may become owned by the Developer.

12. GREEN BELT AND RECREATIONAL AREAS: Those areas within the Pendaries Park Subdivision designated "green belt" or "recreational" areas in the preliminary and final plat recordings, the Clubhouse and the Pavilion, shall be available for lot owners, members at Pendaries Park at Rociada, Inc. membership park, or other park visitors for recreational purposes, the same to include hiking, picnicking, outdoor sports activities and similar recreational uses. The areas so designated as "green belt" areas shall remain under the exclusive ownership and control of the Developer and Developer's successors. Owners shall not remove vegetation or wood from such areas, may not alter or change the terrain and may not interfere, in any fashion, with the use of the green belt areas by other members.

The Developer reserves the right to withdraw portions of the green belt areas from the subdivision filing in the event the Developer elects to vacate portions of the subdivision and does so in conformity with the San Miguel County Rules and Regulations regarding such vacation. In no event may the Developer vacate green belt areas that are immediately adjacent to any Pendaries Park lots which may be sold to an owner.

The Developer's right to amend the subdivision filing, to vacate portions of the same, and to withdraw portions of the green belt area from the subdivision shall all be in conformity with the laws of the State of New Mexico and the rules and regulations of San Miguel County relative to such right. Furthermore, the Developer reserves the right to close certain green belt areas to member or owner use in the event such closure is reasonably related to preservation of the green belt area or to erosion and flood control.

13. ENFORCEMENT AND NONWAIVER:

- a. Right of Enforcement: Except as otherwise provided herein, Developer or any owner or owners shall have the right to enforce at law or in equity any and all of the covenants, conditions, restrictions and easements now or hereafter imposed by these Covenants upon the owner or upon any property within the Subdivision. The Court in which such action is brought may award to the successful party reasonable expenses in presenting such action, including reasonable attorney's fees.
- b. Violations and Nuisance: Every act or omission whereby a covenant, condition, restriction or easement of these Covenants is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action. Any other provision to the contrary notwithstanding, only Declarant may enforce by self-help any covenant, condition, or restriction herein set forth.
- c. Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of the Covenants and is subject to any or all of the enforcement procedures herein set forth.
- d. Maintenance by Owner: When in the opinion of the Developer, or its successors, it is determined that an owner has failed, refused, or neglected to perform any upkeep or maintenance with respect to his lot or the improvements thereon, or to maintain in good repair, or keep adequately painted such improvements, or place an unauthorized structure on the lot, the Developer may give such owner reasonable notice of such failure, setting forth the nature of the maintenance, upkeep, repair, or removal required. If upon the expiration of such notice, the owner fails to remedy such noncompliance, the Developer may thereupon cause the maintenance, repair, or removal to be performed.

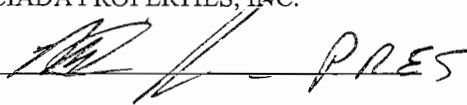
If such maintenance, repair, or removal expenses are not promptly paid by the owner, such expenses shall be added to and become a part of the annual charge which the lot is subject to and may be enforced by lien foreclosure and enforcement in the same manner as enforcement of annual charges is permitted by these covenants.

- e. Remedies Cumulative: Each remedy provided by the Covenants is cumulative and not exclusive.
- f. Non-Waiver: The failure to enforce the provisions of any Covenant, condition or restriction contained in these Covenants shall not constitute a waiver of any right to enforce any such provision or any other provisions of said Covenants.

14. PARTIAL INVALIDITY: In the event that any one or more of the Covenants herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining covenants shall continue unimpaired and in full force and effect.
15. CAPTIONS: The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions thereof.

ROCIADA PROPERTIES, INC.

By

A handwritten signature in black ink, followed by the word "PRES" in capital letters.

Michael L. Gregory, Jr., President

Exhibit "A"

A parcel of land located in the area known as Pendaries Village Northeast of Rociada, San Miguel County, New Mexico. Said parcel being a portion of a tract of land shown on Ted Winston Land Surveyor plat number 84104-18 prepared for D.M.I. Pendaries Village. Said parcel being bounded as follows: On the North and West by an arroyo, on the East by property belonging now or formerly to William Hutchison and on the South by property belonging now or formerly to Sappington Development Inc. Said tract being more particularly described as follows:

Beginning at the New Mexico State "ROCIADA" Triangulation Station thence N56°16'22"E a distance of 8,794.18 feet to a capped 5/8" rebar set on the S'ly most corner and TRUE POINT OF BEGINNING of this parcel. Said S'ly most corner being located along the E'ly side of an arroyo. Thence along said E'ly side of an arroyo the following courses N06°35'50"E a distance of 86.84 feet to a capped 5/8" rebar set; N23°27'31"E a distance of 114.21 feet to a capped 5/8" rebar set; N24°41'35"E a distance of 110.41 feet to a capped 5/8" rebar set; N62°18'32"E a distance of 39.78 feet to a capped 5/8" rebar set; N05°24'40"E a distance of 73.21 feet to a capped 5/8" rebar set; N31°41'49"W a distance of 95.88 feet to a capped 5/8" rebar set; N24°38'32"E a distance of 199.23 feet to a capped 5/8" rebar set; N36°38'20"E a distance of 84.99 feet to a capped 5/8" rebar set. Thence along a curve with a radius of 134.28 feet, a delta of 16°22'13" to the right, an arc length of 38.37 feet, a chord bearing of N07°09'07"W and a chord distance of 38.24 feet to a capped 5/8" rebar set. Thence S36°33'03"W a distance of 98.17 feet to a capped 5/8" rebar set. Thence continuing along said E'ly side of an arroyo the following courses: N02°21'18"W a distance of 100.99 feet to a capped 5/8" rebar set; N11°62'56" a distance of 224.84 feet to a capped 5/8" rebar set; N32°49'46"W a distance of 172.70 feet to a capped 5/8" rebar set; N45°14'24"W a distance of 53.46 feet to a capped 5/8" rebar set. N08°00'00"E a distance of 25.47 feet to a capped 5/8" rebar set; Thence along a curve with a radius of 266.46 feet, a delta of 09°02'42" to the right, an arc distance of 40.33 feet, a chord bearing of N57°02'58"W and chord distance of 40.28 feet to a capped 5/8" rebar set; N52°31'37"W a distance of 83.09 feet to a capped 5/8" rebar set; N36°01'51"W a distance of 188.60 feet to a capped 5/8" rebar set; N33°41'29"W a distance of 142.32 feet to a capped 5/8" rebar set; N11°26'11"W a distance of 127.09 feet to a capped 5/8" rebar set; N65°52'54"E a distance of 29.42 feet to a capped 5/8" rebar set; N32°17'56" a distance of 67.58 feet to a capped 5/8" rebar set; N56°49'18"E a distance of 109.10 feet to a capped 5/8" rebar set; N12°01'47"W a distance of 278.34 feet to a capped 5/8" rebar set at the N'ly most corner of this parcel. Thence along said property belonging now or formerly to William Hutchison S39°03'08"E a distance of 2,003.65 feet to a 10" pine; S43°23'42"E a distance of 497.33 feet to a capped 5/8" rebar set. Thence leaving said property belonging now or formerly to William Hutchison and following along said property belonging now or formerly to Sappington Development, Inc. the following courses: S42°20'00"W a distance of 160.00 feet to a capped 5/8" rebar set; S02°30'00"E a distance of 58.00 feet to a capped 5/8" rebar set; S54°31'03"E a distance of 39.18 feet to a capped 5/8" rebar set. Thence along a curve with a radius of 681.62 feet, a delta of 21°23'55" to the left, and arc distance of 254.57 feet, a chord bearing of S60°43'40"W a chord distance of 253.09 feet to a capped 5/8" rebar set. Thence continuing along said property belonging now or formerly to Sappington Development, Inc. the following courses: N60°03'00"W a distance of 263.00 feet to a capped 5/8" rebar set; N68°32'00"W a distance of 365.00 feet to a capped 5/8" rebar set; S65°02'00"W a distance of 330.27 feet to the TRUE POINT OF BEGINNING of this parcel.

Said parcel contains 25.320 acres, more or less.