

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ANCIENT TRAILS LAND OWNERS ASSOCIATION, INC.
San Juan County, New Mexico**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and effective this 12th day of May, 2009 by Current Ventures, Inc., a New Mexico corporation (Declarant).

THIS DECLARATION OF COVENANTS AND RESTRICTIONS governs that certain real property known as Ancient Trails Subdivision, a plat of which Subdivision is filed of record in the Office of the County Clerk, San Juan County, New Mexico, on the 15th day of April, 2009, at Book 1491 and Page 987.

WHEREAS, the Declarant intends by recording this Declaration to establish a plan of development for Ancient Trails (Subdivision), which includes all present and future added phases as provided for in Article 4 & 6. This Declaration provides a flexible and reasonable procedure for its overall development, future expansion, administration, maintenance and preservation of resources;

WHEREAS, the Declarant intends by recording this Declaration to create the Ancient Trails Land Owners Association, Inc. (Association) for the purpose of administration, maintenance, architectural control and preservation of resources. Declarant has or will file with the New Mexico Public Regulation Commission Articles of Incorporation for recognition as a validly existing not for profit corporation;

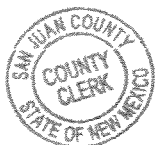
WHEREAS, the Declarant intends by recording this Declaration to subject the real property described and referred to as Ancient Trails (all present and future phases) to these Covenants and Restrictions;

NOW, THEREFORE, the Declarant, by recordation of this Declaration, hereby creates Ancient Trails Land Owners Association, Inc. ("Association") and declares the real property described and referred to as Ancient Trails (all present and future phases) shall be held, transferred, sold and occupied subject to the covenants, restrictions, reservations and easements set forth hereinafter which shall be deemed not only the personal obligation of each Member of the Association, but shall be deemed covenants running with, imposed upon and burdening the land.

ARTICLE 1 - Governing Documents

Association Governing Documents consist of the following, as they may be amended from time to time:

1. Articles of Incorporation to establish the Association as a not-for-profit corporation under New Mexico Law;
2. By-Laws governing the Association's internal affairs;



3. This Declaration;
4. Annual Association Budget which may be changed from time to time by the Board of Directors of the Association;
5. Supplemental Declarations, if applicable, which may add easements, additional development property and may impose additional conditions and restrictions to the Subdivision;
6. Architectural Guidelines which establish standards and guidelines for improvements and modifications to Lots, structures, landscaping and other items on the Lots;
7. Board Resolutions which establish rules, regulations, policies and procedures for the effective administration of the Association;
8. Plats, Replats and Supplemental Plats of Ancient Trails.

ARTICLE 2 – Membership

Membership in the Association shall be appurtenant to Lot ownership and cannot be severed therefrom.

1. At the time of purchase of one or more lots in Ancient Trails, the Owner shall automatically become a Member of the Association. A purchaser under a conditional sales contract, commonly referred to as a Real Estate Contract, shall not become a Member of the Association until after payment in full of the purchase price resulting in the delivery and recording of the Deed from the Seller.

2. Each Lot Owner shall be entitled to a single Membership and each Membership shall be entitled to one vote; provided, however, no Membership shall be entitled or authorized to vote if the Owner or Owners thereof are delinquent in the payment of any assessments at the time such a vote is called. An Owner of multiple Lots shall be entitled to vote the number of Lots owned.

3. If only one of several Owners of a Lot is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Lot. If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority in interest of the Owners of the Lot. There is majority agreement if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. Protest shall eliminate the vote of such Lot. No fractional voting is permitted.



4. Each Owner shall be entitled to the rights and shall be subject to the duties set forth in these Covenants, the Articles of Incorporation and By-Laws of the Association and the rules and regulations adopted by the Board of Directors of the Association. Owners of Lots shall be obligated and expected to not only preserve the letter but the spirit of this Declaration.

5. Memberships shall be subject to assessments as determined by the Board of Directors for purposes of covering the costs of operation of Common Elements and services as approved in the annual operating budget and for approved amounts for Capital Improvements or special assessments approved by the Membership.

ARTICLE 3 – Assessments for Common Expenses

Assessments shall be a covenant appurtenant to the land and may not be separated therefrom:

1. **Covenant of Personal Obligation of Assessments.** Every Owner, by acceptance of the deed or other instrument of transfer of his Lot (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to personally covenant and agree, jointly and severally, with every other Owner of the Lot and with the Association, and hereby does so covenant and agree to pay to the Association the (a) annual assessments, (b) special assessments and (c) default assessments applicable to his Lot, such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape liability for the payment of the assessments provided for herein by nonuse of the Common Elements or the facilities contained therein, or by abandonment of the Lot, or by leasing of his Lot, or by conditional sale or by assignment. Every Owner shall also have the obligation to pay for: hazard insurance premiums applicable to his Unit; real property and valorem taxes; and special assessments imposed by New Mexico governmental subdivisions applicable to his Lot or Unit as well as all charges for telephone, electricity or other utilities applicable to his Lot or Unit, and any amount payable to the Association pursuant to the Articles of Incorporation and By-Laws thereof. Annual and quarterly maintenance assessments shall be allocated to the Lots pro rata to the number of Lots in the Subdivision. In the event additional Lots are added by amendment to the Plat, or by additional Phases, the assessments shall be allocated equally between the total number of Lots.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used to pay all Common Expenses and for the purpose of promoting the health, safety, convenience and general welfare of the Owners, including the improvement and maintenance of the Subdivision and of the services and facilities located thereon. Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures or other costs of the Association for the following, which are declared to be Common Expenses:



- a. Repairing and maintaining the Common Elements;
- b. Obtaining and maintaining insurance of the types and in such amounts as determined by the Board of Directors;
- c. Establishing and maintaining reserves for maintenance of the Common Elements, for repairs and replacements, taxes, capital improvements and other purposes and satisfying unpaid assessments deemed uncollectible;
- d. Installing, maintaining, and repairing underground utilities upon, across, over and under the Common Elements as shown on the plat; provided, however, Declarant shall bear all such costs to the extent that same are directly related to the completion of all phases of development of the Subdivision;
- e. Providing maintenance services to the Subdivision such as caring for grounds, trails and conservations areas;
- f. Carrying out all other powers, rights and duties of the Association specified in this Declaration and the Articles of Incorporation and By-Laws of the Association;
- g. Generally, for any other purposes and uses that the Association shall determine to be necessary to meet the primary purposes of the Association.

3. **Assessment Years.** The Association shall establish the first assessment year by its action of adopting a Budget and the levying of the first annual assessment in accordance with New Mexico law and the Association's By-laws.

4. **Amount of Total Annual Assessments.** The assessment against all Lots shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year and payment of other Common Expenses, which estimates may include, among other things:

- a. Expenses of management;
- b. Taxes and special assessments if any;
- c. Premiums for all insurance which the Association is required or permitted to maintain as determined by the Board of Directors;
- d. Utilities, landscape maintenance and snow removal expenses;
- e. Repairs and maintenance of Common Elements;
- f. Wages for Association employees including taxes and benefits;



- g. Legal and accounting fees;
- h. Any deficit remaining from a previous assessment year;
- i. The creation of reasonable contingency reserves, surpluses and sinking funds, including an adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be repaired or replaced on a periodic basis;
- j. Any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Association for the benefit of the Owners under or by reason of this Declaration or the Articles of Incorporation or By-Laws of the Association.

5. **Apportionment or Annual Assessments.** The Association's total annual assessment for an assessment year shall be assessed to each Lot on a per Lot basis with respect to Common Expenses, regardless of the size, location or development of the Lots. The Owner of each Lot shall be liable for each such assessment which is assessed against his Lot and, in case of multiple owners of a Lot, each such Owner shall be jointly and severally liable for each such assessment.

6. **Adoption of Budget and Levy of Annual Assessments.** The Board of Directors shall prepare a proposed budget for the Association. Within 30 days of the adoption of such proposed budget, the Board shall mail notice as provided in this Declaration to all Owners and shall set a date for Owners to consider ratification of the budget not less than 14 and not more than 60 days after mailing or other delivery of the summary. Unless at that meeting a majority of all Lot Owners, including Declarant, reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board.

7. **Special Assessment.** The Board of Directors may levy a special assessment as may in its judgment be required for the purpose of defraying, in all or in part, the unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of the Subdivision or any facilities located thereon, which are a Common Expense, specifically including any fixtures and personal property related thereon. Any such proposed special assessment shall be adopted in accordance with procedure set forth in Article 3, Section 6. Special Assessments may be made payable in quarterly installments or in lump sums at the sole discretion of the Board of Directors.

8. **Due Dates for Assessment Payments.** Unless otherwise determined by the Board of Directors, the annual assessments and any special assessments which are to be paid in quarterly installments shall be paid quarterly in advance and shall be due



and payable to the Association at its office, or as the Association may otherwise direct in any Management Agreement, without notice (except for the notices required for adoption of budget, levy of annual assessments and special assessment), on the first day of the first month of each quarter. Quarters are defined as January – March; April – June; July – September; and October - December. If any such quarterly installment shall not be paid within 10 days after it shall have become due and payable, then the Association may assess a “late charge” thereon in an amount not exceeding 25% of such installment to cover the extra expenses involved in handling such delinquent assessment installment. The Association shall further be entitled to an award of reasonable attorney’s fees and costs if the Association retains an attorney to assist in collection of the annual or special assessment regardless of whether suit is filed.

9. **Declarant’s Obligation to Pay Assessments.** Declarant shall be obligated to pay all annual assessments (including quarterly installments thereof) on each Lot owned by it until conveyed by the Declarant to the First Owners thereof.

10. **Lien for Assessments.** The annual and special assessments (including quarterly installments thereof) provided for in this Article 3 and any and all default assessments arising under any provisions of this Declaration (together with any and all interest, costs, late charges, expenses and reasonable attorney’s fees) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply. To evidence the amount of any such lien then past due upon a specific Lot, the Association may prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the rate of default interest as set by the By-Laws and this Declaration, the name of the Owner or Owners thereof and any and all other information that the Association may deem proper. The lien notice shall be signed by an officer of the Association, the attorney for the Association or by the Manager or any officer performing management services and shall be recorded in the Office of the County Clerk, San Juan County, New Mexico. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Lot and attaches without notice on the date of the recording of this Declaration. Liens shall have priority over all other encumbrances thereafter made and be enforceable as provided in New Mexico law.

11. **Effect of Nonpayment of Assessments.** If any annual or special assessment (or any quarterly installment thereof) is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under any provisions of this Declaration, then, in any of such events and as often as the same may happen, interest shall accrue at the rate not exceeding eighteen percent (18%) per annum as provided in the By-Laws from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of assessment in default, whichever shall be applicable, and the Association may thereafter bring an action at law or in equity, or both, against any Owner obligated to pay the same and may also proceed to foreclose its lien against the particular Lot in the manner and form

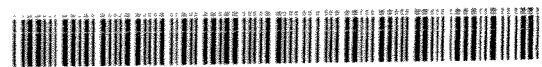


provided by New Mexico law for foreclosure of liens with the period of redemption being limited to 31 days. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments (or any quarterly installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefore. In the event that any such assessment (or quarterly installment thereof) is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner obligated to pay the same, or shall proceed to foreclose its lien against the particular Lot, then all unpaid quarterly installments of annual and special assessments and all default assessments (including any such installments or assessments arising during the proceedings of such action or foreclosure proceeding), any late charges, any accrued interest under this Section and the Association's costs, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any owner obligated to pay the same and from the proceeds from the foreclosure sale of the particular Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments (or quarterly installments thereof) which are not fully paid when due or for any subsequent default assessments. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage and exercise voting rights appurtenant to ownership thereof, convey or otherwise deal with the same.

12. **Successor's Liability for Assessments.** Notwithstanding the personal obligation of each Owner of a Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorneys' fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that an Owner selling their interest and satisfying all outstanding assessments and together with the successor in interest to the fee simple title of a Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest. This provision shall not be applicable to assessment liens extinguished by operation of law (i.e., by foreclosure, judicial decree or the like).

13. **Declarant's Liability for Maintenance.** Until the levying of the first annual assessment pursuant to New Mexico law, Declarant shall be liable for all expenses for maintenance of the Common Elements.

14. **Liens.** Except for annual, special and default assessment liens as provided in this Declaration, mechanics' liens, tax liens, judgment liens and other liens



validly arising by operation of law and liens arising under Mortgages or Deeds of Trust, there shall be no other liens obtainable against the Common Elements or any interest therein of any Lot. All liens and mortgages shall be subject to all provisions of this Declaration.

ARTICLE 4 – DECLARANT RIGHTS

Reserved Declarant Rights. Notwithstanding any provisions contained in this Declaration to the contrary, the following Declarant rights and development rights are reserved to the Declarant, its employees, agents, independent contractors, successors and assigns to the extent of such Declarant's interest in the Subdivision:

1. **Appoint Board of Directors.** The right to appoint, add or remove Board of Directors of Ancient Trails Land Owners Association, Inc. at the sole discretion of the Declarant.
2. **Appoint Architectural Review Committee.** The right to appoint, add or remove members of the Architectural Review Committee of the Ancient Trail's Land Owners Association, Inc. at the sole discretion of the Declarant.
3. **Completion of Improvements.** The right to complete improvements indicated on Plats and Maps filed with the Declaration and in subsequent filings or Supplemental Declarations.
4. **Exercise of Development Rights.** The right to exercise any Development Right reserved in this Declaration.
5. **Sales Management and Marketing.** The right to maintain sales offices, management offices and signs advertising the Subdivision. Declarant may maintain a sales office located in a Unit. Sales offices may be relocated until all Lots have been transferred from Declarant to Owners.
6. **Construction Easements.** The right to grant easements over, in, upon and across the Subdivision and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to and for the purpose of making improvements within the Subdivision.
7. **Expansion of Subdivision.** The right to expand Ancient Trails Subdivision by adding additional land either by a Replat of existing lots, a supplemental Declaration or an amended Declaration.
8. **Designation of Storage, Open Space, Trails and Conservation Areas.** The right to dedicate certain lands, lots, outlots or other areas within the Subdivision for use as storage, open space, trails, drainage or conservation areas.



9. **Amendment of Declaration and Plat.**

a. Generally. The right to amend this Declaration and the Plat, including the recordation of as-built plats, as necessary for title purposes or to comply with planning approvals or other planning regulations of any governmental authority having jurisdiction over the subdivision and in connection with the exercise of any Development Rights and as such may be required to comply with normal requirements of regulated financial lending institutions.

b. Termination of Rights. Except as otherwise expressly set forth herein, the rights reserved to the Declarant for itself, its successors and assigns, in this Article shall expire, unless **sooner** terminated as required by New Mexico law, on the last to occur of the following events:

(i) sixty (60) days after conveyance of seventy-five (75%) percent of the Lots that may be created to Owners other than the Declarant;

(ii) two (2) years after the first conveyance of a Lot by the Declarant in the ordinary course of business (excluding any Lot conveyed prior to the date these Covenants are first recorded); or

(iii) two (2) years after any right to add new Lots was last exercised.

c. Rights Transferable. Any Declarant Right or Additional Reserved Right created or reserved in this Declaration for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and recorded in every county in which any portion of the Subdivision is located. Such instrument shall be executed by the transferor Declarant and transferee.

10. **Restriction on Declarant Powers.** Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under New Mexico law. Any provision in this Declaration in conflict with the requirements of New Mexico law shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with New Mexico law. Nothing in this Declaration shall be construed to require Declarant to exercise the rights contained herein.

ARTICLE 5 - Easements

1. **General Access Easements.** Every Owner, their family members, guests and invitees of each Owner shall have a right and easement of ingress and egress over, across and upon the roadways as depicted on the Plat for the purpose of getting to and from the Owner's Lot and Common Elements, for both pedestrian and



vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot.

2. **Trail Easements.** Every Owner, their family members, guests and invitees of each Owner shall have a right and easement of ingress and egress over and across the Common Elements as depicted on the Plat for the purpose of getting to and from the Owner's Lot and the trail system, if any, and Common Elements restricted to non-vehicular (motorized) travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot.

3. **Drainage Easement.** An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Common Elements and/or individual Lots for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of the Subdivision so as to improve the draining of water on the Subdivision and Declarant reserves for itself and grants to the Association perpetual non-exclusive easements throughout the Subdivision (but not through a structure) to the extent reasonably necessary for the purpose of drainage systems.

4. **Declarant's Rights Incident to Construction.** Declarant, for itself and its successors and assigns, hereby retains a right and easement for ingress and egress over, in, upon and across the Common Elements and the Subdivision and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the complete construction of the Subdivision, provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner, his family members, guests or invitees to or of his Lot.

5. **Roadways within Subdivision.** Roadways and streets shall be constructed by the Declarant. Maintenance of the roadways and streets shall be maintained by the Association. The roadways and streets have been accepted by the City of Aztec for maintenance effective upon completion of the roadway construction in accordance with the plans and specifications approved by the City of Aztec.

ARTICLE 6 - Expansion of Subdivision

1. **Expansion by Declarant.** Declarant may, subject to the provisions of this Declaration, expand all or any portion of the Subdivision by recording an amended or a Supplemental Declaration describing the additional property to be subjected. A Declaration recorded pursuant to this Section shall not require the consent of any person except the Owner of such property, if other than the Declarant, and the Declarant's right to expand pursuant to this Section shall expire when all expansion property has been subjected to this Declaration or twenty (20) years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right to any person who is the developer of at least a portion of the

Subdivision. Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.

2. **Number of Lots.** The maximum number of Lots for the Subdivision and the real property is twenty-eight (28) as presently reflected in the Subdivision Plat. Declarant retains the right to increase the maximum number of Lots only by change to lot sizes within Phase 2 of the Subdivision.

3. **No Requirement to Expand.** Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the expansion in any manner whatsoever.

ARTICLE 7 – Land Use Restrictions

1. The Subdivision and every Lot therein shall be used and enjoyed only for single family residential purposes except that mother-in-law or guest quarters may be permitted if approved by the Architectural Review Committee. No business or commercial use or activity which requires any public or employee access to the property shall be conducted upon the property or any Lot therein. This limitation shall not restrict Declarant from commercial or other development of real property presently owned by Current Ventures, Inc., which property is not identified presently or hereafter as a Lot within the Subdivision.

2. Lots within Ancient Trails Subdivision are restricted from further replat, division or subdivision other than as provided for in Article 4, Section 7 and Article 6, Section 2.

3. Signage shall be limited to Owners name signs at driveways, signs for the purpose of advertising property for sale and signs advertising Architects, Builders and Subcontractors only during the period of construction. Signs of a commercial nature shall not be erected or permitted except one real estate "for sale" sign per Lot which must be placed on the Lot for sale. One sign per Architect and or Builder may be erected on the Lot under construction but only during construction and must be removed upon occupancy. The forgoing shall not be deemed to restrict the Declarant or the Association in the planning, promotion, sale and development of the property.

4. The number of Recreational Vehicles, defined below, which may be stored, kept or parked upon a Lot (unless within an enclosed garage), shall not exceed two (2) and no such Recreational Vehicle may be used or maintained as a residency, living area or sleeping quarters for more than fourteen (14) days in any calendar year. Recreational Vehicles are defined to include each of the following: Motor Home; Camp Trailer; Boat, which is or may be powered by motor; Flat Bed trailer; Horse or other livestock trailer; tent; shack; detached garage or other outbuilding. All Recreational Vehicles must be parked within the Lot and located behind the home so as not to be seen from the roadway in front of the Lot.



5. In the event that any structure is destroyed wholly or partially by fire or other casualty, the same shall be promptly rebuilt or repaired to conform to the provisions of this Declaration or the same shall be removed forthwith and commencing within six (6) months of such destruction or damages.

6. No horses, cattle or hooved animals shall be kept or maintained upon any Lot. No other animals or poultry other than a reasonable number of customary domestic household pets may be kept or permitted upon any Lot; more than three (3) domestic pets must be approved by the Architectural Review Committee. No animal or pet shall be kept or permitted upon any Lot which creates an unreasonable amount of noise, odor or physical damage to the premises or which in any manner might be deemed or considered a nuisance or disturbance of the peace and quiet. Animals will be controlled so as to be restricted within the boundaries of the Owner's Lot either by the use of approved fencing or the use of invisible fencing. No animal may be tethered.

7. Each Lot shall be kept and maintained free of rubbish and trash both during construction and thereafter. The same shall be removed regularly from the premises and not allowed to accumulate thereon. All garbage and trash shall be placed and kept in covered containers in a location not visible to and screened from adjoining Lots. When a residence has been constructed on any Lot, and in the event commercial and municipal garbage collection services are available, the Owner or occupant thereof shall subscribe to such collection service providing for collections not less frequently than on a weekly basis. All garbage containers must be collected from the street by sunset of the day of garbage collection.

8. There shall not be kept, permitted or maintained upon any Lot, any property or thing which might cause the Lot to appear to be unclean or untidy or which will be obnoxious to the eye. No use or activity shall be permitted which causes or creates a foul or obnoxious odor or unreasonable noise, light, heat, which will or might disturb the use and enjoyment of the property of the other Members of the Association.

9. No Lot Owner shall consent to allow ingress or egress through any Lot to any surrounding land without the express written consent of the Association, its successors and assigns.

10. The Architectural Review Committee's Duties and Powers. The Architectural Review Committee shall adopt, subject to the Board's approval, Architectural Guidelines to establish the standards and guidelines for improvements and modifications to Lots, structures, landscaping, fencing, an allowable location for the construction of improvements and such other restrictions and requirements to ensure development in a consistent manner.

11. Expansive Soil. Neither Declarant, the Association nor any Owner, employee, officer, director, agent or other person or entity acting by, through or under Declarant or Association makes any representation, warranty or covenant, express or implied, concerning the suitability of any Lot for construction of improvements thereon.



Purchasers and Owners of individual Lots shall bear the sole responsibility to investigate and determine the suitability of the Lot and its soil conditions for the purposes intended by the interested purchaser and Lot Owner. Declarant and Association agree to allow soils and other testing upon Lots upon request of an interested purchaser to allow such interested purchaser to perform its due diligence investigation.

SIGNED and SEALED this 12th day of May, 2009.

CURRENT VENTURES, INC.

Eugene L. Current
EUGENE L. CURRENT, President

Juanita Sue Current
JUANITA SUE CURRENT, Secretary

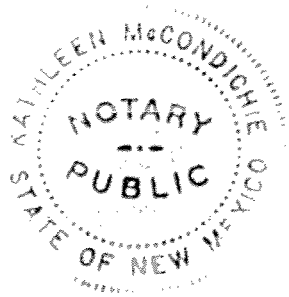
STATE OF NEW MEXICO)
) ss:
COUNTY OF SAN JUAN)

Subscribed and sworn to before me this 12th day of May, 2009, by Eugene L. Current.

Kathleen McCondie
NOTARY PUBLIC

My Commission Expires:

9-12-09



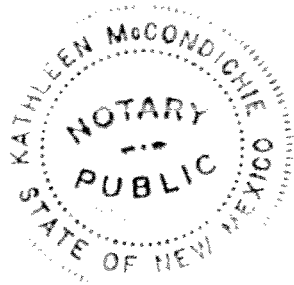
STATE OF NEW MEXICO)
) ss:
COUNTY OF SAN JUAN)

Subscribed and sworn to before me this 12th day of May, 2009, by
Juanita Sue Current.


NOTARY PUBLIC

My Commission Expires:

4-12-09



200906945 05/15/2009 03:11 PM
14 of 14 B1493 P590 R \$35.00
San Juan County, NM DEBBIE HOLMES