DECLARATION OF COVENANTS, RESTRICTIONS,

CHARGES AND LIENS FOR

PINON RIDGE: A SUBDIVISION, PHASE I

THIS DECLARATION is made this 1st day of July, 1988, by Gene
M. Christiansen and William A. Short hereinafter referred to as
"Declarants".

Declarants are the owners of the real Property located in the
County of Rio Arriba, State of New Mexico, more particularly
described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

Declarants desire to create on the Property a residential
community and a commercial community with open spaces and other
common facilities for the benefit of the communities known as
Pinon Ridge Subdivision, Phase I.

Declarants for themselves, their successors and assigns,
desire to provide for the preservation of the values and amenities
in said communities, and for the development, installation,
extension, operation, and maintenance of services, private roads
and amenities, and to this end desire to subject the Property,
together with such additions as may hereafter be made thereto, to
the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof and the association of homeowners created herein.

Declarants have deemed it necessary to create an entity which should be delegated and assigned the powers of operating and owning the systems, maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and dispersing the association fees, assessments and charges hereinafter created.

An owners' association will exercise the aforementioned functions.

In consideration of the acceptance hereof by the several purchasers and grantees (their heirs, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to Lots in said subdivision, Gene M. Christiansen and William A. Short, their heirs, successors and assigns hereby declare and agree with each and every person who shall be, or shall become, owners of any said Lots, in addition to the ordinances of the county of Rio Arriba and the laws of the State of New Mexico, shall be and are hereby bound by all of the covenants set forth in these presents and that the Property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements.
ARTICLE I
DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplemental declaration hereto, shall, unless the context otherwise prohibits, have the meaning set forth below:

A. "Accessory Structure" shall mean any awning or storage building or cabinet established for use by the occupants.

B. "Association" shall mean and refer to the Pinon Ridge Landowners' Association, a New Mexico nonprofit corporation.

C. "Commercial" shall mean and include all types of commercial buildings used for any legal business.

D. "Common Properties" shall mean and refer to certain areas of land as shown in final plat. Common properties shall be created as shown on the site plan by platted tract designation. Areas created as common properties by virtue of a platting shall be for the benefit of all owners.

E. "Declarants" shall mean and refer to Gene M. Christiansen and William A. Short, their successors and assigns.

F. "Final Plat" shall mean the plat of the Laguna Vista Townsite (a/k/a Pinon Ridge) as filed in Jacket A-35 Page 63 at the Rio Arriba County Courthouse, Tierra Amarilla, New Mexico in July of 1935.

G. "Lot" shall mean and refer to any plot of land shown on
any recorded subdivision map of the property, with exception of common properties.

H. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each owner shall be a member of the Association.

I. "Property" shall mean and refer to that certain real property hereinbefore described, (Exhibit A).

J. "Recreational Vehicles" mean a vehicle which is composed of a chassis, or frame with wheels, which either has its own motive power or is drawn by another vehicle, and a camping body primarily designed or converted for use as temporary living quarters for recreational, camping or travel activities.

K. "Residence" shall mean and include single family dwellings.

Article II

GENERAL PURPOSE OF COVENANTS

The real Property described above is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and most appropriate
development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding sites as will depreciate the value of their property; to preserve so far as practical the natural beauty of such property; to preserve and guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and the best development of said property; to encourage and secure the creation of attractive dwellings thereon, with appropriate location thereof on building sites; to secure and maintain adequate free space between structures; and in general to provide for a high quality development.

Article III

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all of that certain plot, piece or parcel of land situate, lying and being in the County of Rio Arriba and State of New Mexico more particularly described, as Phase One of the Laguna Vista Townsite, D/B/A Pinon Ridge, which are Blocks 9, 10, and 11, of said Laguna Vista Townsite, the plat of said property being filed of record with the office of the County Clerk of Rio Arriba County, New Mexico, in July 1935 and recorded at Jacket A35 Page 63.

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THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL NOT APPLY TO, RUN WITH, OR BE A BURDEN UPON ANY LOT OR LOTS WITHIN THE LAGUNA VISTA TOWNSITE, OR ON ANY ROADWAYS CONTIGUOUS THERETO, UNLESS SAID LOTS HAVE BEEN RELEASED FROM THAT CERTAIN MORTGAGE DATED THE 30TH DAY OF JUNE, 1988, BETWEEN GENE M. CHRISTIANSEN AND WILLIAM A. SHORT AS "MORTGAGORS" AND (1) SUNWEST BANK OF ALBUQUERQUE, N.A. AND MILDRED G. HALL, SUCCESSOR CO-TRUSTEES OF THE LEROY E. HALL AND MILDRED G. HALL TRUST AGREEMENT DATED JANUARY 11, 1982; (2) DR. FRANK CLAFFEY AND JOHANNA CLAFFEY, HUSBAND AND WIFE; AND (3) Verna Lazarnick as "MORTGAGEES", SAID MORTGAGE BEING FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK, RIO ARIBA COUNTY, NEW MEXICO, ON THE 1ST DAY OF JULY, 1988, IN BOOK 167-A, PAGES 469 - 480.

Article IV

PROPERTY RIGHTS

Section 1 - Platted Roads.

Any platted road as designated in the plat of the Laguna Vista Townsite, D/B/A Pinon Ridge, shall be owned in common by the various owners of properties within the Laguna Vista Townsite, D/B/A Pinon Ridge, as Lots within said Townsite are released from the above-referenced Mortgage. Said platted roads are private roads for access to all Lots within the Subdivision by owners and guests and emergency vehicles and public agencies. Maintenance of
said roads shall be paid by the Association. No costs of road maintenance shall be borne by Rio Arriba County of any roads developed within the boundaries of the Subdivision unless and until such roads are dedicated to and accepted by Rio Arriba County.

Section 2 - Owners' Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. Said Lot or Lots shall have been released from the above-referenced Mortgage.

B. The right of the Association to suspend the voting rights of any owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless the Lot or Lots associated therewith have been released from the above-referenced Mortgage, and unless said dedication or transfer has been approved by a two-thirds
(2/3) majority of all of the members of the Association.

Section 3 – Extent of Owners’ Easements.

The right and easements of enjoyment created hereby shall be subject to the following:

A. Said easements of enjoyment shall accrue to each owner only after the Lot or Lots purchased by the owner shall have been released from the above-referenced Mortgage.

B. The right of the Association to suspend the enjoyment rights of any owner for nonpayment of any amount due to the Association or for any infraction of its published rules and regulations.

C. The right of the Association to grant and reserve easements and rights-of-way in, through, under, over and across the common properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, electric, sewer, drainage, telephone, cable television, gas and other utilities or purposes and the right of the declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the common properties for the completion of the development of the Property or for any other purpose deemed necessary and appropriate by the Association.

Section 4 – Delegation of Use.
Any owner may delegate this right to the enjoyment of the common areas and facilities to the members of his or her family, tenants or contract purchasers who reside on the property.

Section 5 – Title to Common Properties.

When the Declarants convey legal title or any interest to the common properties now or hereafter developed and installed, whether by them or the Association, to the Association, the conveyance shall be subject to these covenants, restrictions, easements, charges and liens.

Section 6 – Extent of Owners’ Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

A. No easement is granted unless and until the Lot or Lots associated therewith have been released from the above-referenced Mortgage.

B. The right of the Association to suspend the enjoyment rights of any Owner for nonpayment of any amount due the Association or for any infraction of its published rules and regulations.

C. The right of the Declarants and of the Association to grant and reserve easements and rights-of-way in, through, under, over and across the common properties, for the installation,
maintenance and inspection of lines and appurtenances for public or private water, electricity, sewer, drainage, telephone, cable television, gas and other utilities or purposes and the right of the Declarants to grant and reserve easements and rights-of-way in, through under, over, upon and across the common properties for the completion of the Declarants' work or other purposes.

Article V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1.

Every owner of a Lot must become a member of the Association upon acquisition of said Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2.

Each membership shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they among themselves may determine, but in no event shall more than one vote be cast with respect to any Lot.
Article VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments:

The Declarant, for each Lot owned within the property, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

A. Annual assessments or charges;

B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

C. Reserve account assessments to be paid upon the sale of any lot by the purchaser of such Lot.

The annual, special and reserve account assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien on the Property against which each such assessments is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to their successors in title unless

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expressly assumed by them.

Section 2. **Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and the properties, and for the improvement and maintenance of the common area; to operate and maintain the road system of the subdivision; to establish a reserve account for the maintenance of Common Properties, and road maintenance.

Section 3. **Maximum Annual Assessments.**

The Board of Directors of the Owners' Association may not assess the membership more than 200% of the previous years assessment unless the membership of the said association shall approve the assessment as set forth in Article VI, Section 4.

Section 4. **Special Assessments for Capital Investments.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of
sixty percent (60%) of the vote of those who are entitled to vote, either in person or by proxy, at a meeting duly called for this purpose.

Section 5. **Notice and Quorum for Any Action Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. **Date of Commencement of Annual Assessments.**

The annual assessments for all Lots provided for herein shall commence upon the conveyance of the common areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment
against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Additionally, upon the sale of any Lot, the purchaser of such Lot shall pay to the Association a sum equal to one year’s annual assessment to be held by the Association in a reserve account.

Section 7. **Effect of Nonpayment of Assessments; Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law or equity against the owner personally obligated to pay the same, or foreclose the lien against the Property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his Lot.
Section 8. **Subordination of the Lien to the Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Article VII**

**EASEMENTS**

Section 1. **Easements.**

Declarants do hereby establish and create for the benefit of the Association and for all owners from time to time, for the benefit of the common properties, and do hereby give, grant and convey to each of the aforementioned, the following easements, license, rights and privileges, subject to Declarants rights to act if the Association refuses to do so:

A. Rights-of-way for ingress to and egress from the Properties in, through, over, and across the streets, roads, trails and walks and provided access thereto and the common properties as they may be built or relocated in the future for all
purposes and, if the Association fails to maintain the same, the right to maintain and repair the same.

B. Right to connect with and make use of electric and telephone lines, wires, pipes, conduits, cable television lines, drainage lines which may from time to time be installed in or along the streets and roads or other areas of properties subject to the regulations, charges and assessments of the Association and, if the Association neglects to keep them adequately maintained, the right to maintain and repair the same.

Section 2. Reservation of Easements.

Declarants and the Association reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across any easements shown on plats of the Properties or reserved by deed for the purpose of completing their work and, toward this end, reserve the right to grant and reserve easements and right-of-ways in, through, under, over and across the common properties and the easements within the properties for the installation, maintenance and inspection of lines and appurtenances of public or private water, electricity, telephone, drainage, cable television, gas and other purposes and for any other materials or services necessary for the completion of the work or other purpose. Declarant and the Association also reserve the right to connect with and make use of the water and sewer
lines and systems, utility lines, wires, pipes, conduits, cable television, drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties.

Article VIII

General Restriction on All Properties

Section 1. Zoning Regulations.

No lands within the subdivision shall ever be occupied or used by or for any structure or purpose, or in any manner which is contrary to the zoning regulations of Rio Arriba County, New Mexico, or the State of New Mexico, and no site shall be altered or changed from the use which is designated on file with the Rio Arriba County Clerk.

Section 2. Signs.

No signs of any kind shall be displayed to the public view on the building site, except one sign of not more than two square feet designating the owner of the building site, one sign of not more than two square feet advertising the property for sale or rent; however, on commercial sites, signs shall be governed and controlled by Rio Arriba County, New Mexico, ordinances or such ordinances as the same may be changed or amended.
Section 3. Nuisances.

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any unlawful use be made of any of the Properties, and all valid laws, zoning ordinances and regulations shall be observed.

Section 4. Animals.

No animal, livestock or poultry of any kind shall be raised for commercial purposes on any site. Any livestock or poultry must be for private use, and the owner must contain (fence in) said livestock and/or poultry with a fence as defined by the New Mexico Cattle Code or some other type of containment for small poultry and/or livestock. Contrary to the New Mexico Cattle Code, the owners of livestock within Laguna Vista Townsite, D/B/A Pinon Ridge, will have to fence in their livestock, animals and poultry. Ordinary household pets may be kept provided that they are not bred or maintained for any commercial purpose. Ordinary household pets shall be subject to all control provisions for such animals as enacted and enforced by the State of New Mexico and Rio Arriba County from time to time. Ordinary household pets (dogs, cats, etc.) shall be kept on a leash or under control of their owner at all times.

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Section 5. **Conveyance of Property.**

No deeds or contracts shall be made in multiple family ownerships.

Section 6. **Site Access.**

The property owners and their successors in title shall be entitled to use the designated access roads to and from New Mexico Highway 95 for the purpose of ingress and egress to and from such property.

Section 7. **Firearms.**

No hunting or discharge of firearms shall be allowed within the subdivision.

Section 8. **Garbage and Refuse Disposal.**

No property shall be used or maintained as a dump ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage or rubbish shall be burned on the site, and all rubbish and trash shall be removed from all properties and shall not be allowed to accumulate.

Section 9. **Clearing of Trees.**

There shall be no removal of living trees from the properties except that which must be removed in connection with construction,
landscaping or that which is consistent with good conservation practices. All debris from construction and landscaping shall be removed or chipped.

Section 10. Vehicles and Use Thereof.

No unlicensed road vehicles shall remain on a site for more than ninety (90) days. Trail bikes, snowmobiles, all terrain vehicles, scooters, and the like, and motor vehicles will be used on designated roads and trails only. Drivers of motor vehicles shall obey speed and traffic control signs as posted by Association.

Section 11. Use Of Recreational Vehicles Upon The Land Prior To Building Of Permanent Structures.

Owners herein may utilize their Lots, prior to construction of permanent dwellings by using recreational vehicles thereon. Said vehicles shall not be stored upon the Lots nor shall any permanent structures be attached to said vehicles, nor shall the vehicles in anyway be made immobile. Permanent structures shall include but not be limited to decks, snow roofs or permanent coverings of any type. Article IX, Sections 4, 5, 6, 7 and 8 shall expressly apply to and control this section nor shall anything contained in this section be construed to amend, change
or any way affect Article IX, Sections 4, 5, 6, 7 and 8. This Section is intended to be a temporary accommodation only.

Article IX

RESTRICTION ON RESIDENTIAL TRACTS

Section 1. Architectural Control.

No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Furthermore, no existing building shall be altered, remodeled or changed until plans for such change, alterations or remodeling have been approved by the Architectural Control Committee. Approval shall be as provided in Section 3 hereof. All plans and specifications shall be submitted to the Committee at 1010 Dorothy N.E., Albuquerque, New Mexico, 87112.

Section 2. Architectural Control Committee.

The Architectural Control Committee is composed of Gene M. Christiansen, William A. Short and Anthony Christiansen, all of Albuquerque, New Mexico. A majority of the Committee may
designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. Number and Location of Buildings.

No buildings or structures shall be placed, erected, altered or permitted to remain on any residential tract other than:

A. One residential home;

B. One attached or detached garage and one storage building or barn or shed for care of livestock. Said barn and/or shed to be of a kind, shape, height, material, and location in harmony

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with the surrounding structures and topography and so as not to
deteriorate the land values of adjacent landowners. No building
or other structure shall be constructed or allowed to remain on
any location which blocks any road or right-of-way within the
development, or which will cause extreme or undue inconvenience to
any other owner within the subdivision. All existing roads and
rights-of-way shall be left open for all Lot owners for purposes
of ingress and egress.

Section 5. Dwelling Home to be Constructed First.

No garage, storage shed or other building shall be
constructed on any residential tract until after commencement of
construction of the dwelling house on the same residential tract.
All construction and alteration work shall be prosecuted
diligently and each building structure or improvement which is
commenced on any residential tract shall be entirely completed
within eighteen (18) months after commencement of construction.
Any and all buildings or construction, whether it be new buildings
or remodeling, if necessary and when applicable, shall be first
approved and done in accordance with a building permit secured
from Rio Arriba County, New Mexico, and/or the State of New
Mexico.
Section 6. **Building Specifications.**

Any and all structures built on any residential tract shall be in a kind, shape, height, material, location and harmony with surrounding structures and topography. The exterior shall be new log, cedar, aluminum siding or other similar conventional siding. Every dwelling unit constructed shall be a minimum of 1000 square feet in floor area.

Section 7. **Used or Temporary Structures.**

No used or previously erected or temporary house, structure, house trailer or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any residential tract except during construction period, and no dwelling house shall be occupied in any manner prior to its completion. In no event shall a trailer or motor coach or camper be used for, or in place of, a permanent dwelling unit.

Section 8. **Exterior Lighting and Miscellaneous Obstructions.**

All exterior lights and light standards on residential tracts shall be for the purpose of safety and convenience only and shall not interfere with or cause a nuisance to any other land owner in the subdivision. All miscellaneous obstructions, including but not by way of limitations, towers, antennae or tanks used for storage of gas, fuel oil, gasoline or water shall be located and used in
such manner so as not to cause undue hardship or nuisance to any other property owner.


Each dwelling house shall have toilet facilities and shall be obligated to dispose of any and all other types of garbage and waste in a manner approved by or in accordance with specification of all public health agencies of the State of New Mexico and County of Rio Arriba, and in no event shall any type of garbage or waste material be dumped or openly disposed of on the subdivision property or in any other surrounding property, whether privately or publicly owned.

Section 10. No Further Division of Tract.

No residential tract within the Laguna Vista Townsite, D/B/A Pinon Ridge Subdivision, may be further divided by a purchaser into a smaller tract. All residential tracts within the Pinon Ridge Subdivision, shall remain the size as shown on the plat of Laguna Vista Townsite of Record with the County Clerk of Rio Arriba, County.
Article X

RESTRICTION ON COMMERCIAL SITES

Section 1.

Commercial property sites shall be governed by the Board of County Commissioners of Rio Arriba County and their ordinances.

Section 2. Building Restrictions.

No commercial building or buildings, if there are more than one, shall occupy more than fifty percent (50%) of the area of any commercial lot. The building material for all commercial structures shall be new log, cedar, metal siding or other conventional siding material normally used in construction.

Section 3. Legal Operations.

All business shall be operated in accordance with the laws of the County of Rio Arriba, the statutes of the State of New Mexico, and such other federal regulations as may be appropriately applied to said business.

Article XI

GENERAL PROVISIONS

Section 1. Enforcement.

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 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. Severability.

Invalidation of any one of these covenants or restrictions by court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of the declaration shall run with and bind the land for a term of twenty years from the date of this Declaration, after which time they shall automatically extend for successive periods of ten years each. This declaration may be amended at any time by the Declarants of the Property. Any amendment hereto must be recorded.

Section 4. Covenants to Run.

All of the covenants contained in this instrument shall be a burden on the title to all of the lands of the subdivision, and the benefits and burdens of all said covenants shall run with the title to all of the lands in said subdivision.

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Section 5. **Paragraph Headings.**

The paragraph headings in this instrument are for convenience only and shall not be construed to be part of the covenants contained herein.

IN WITNESS WHEREOF, the undersigned, the Declarants herein, have hereunto set their hands and seals this 2 day of Aug., 1988.

Gene M. Christiansen  
William A. Short

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  

The foregoing instrument was acknowledged before me this day of August, 1988, by GENE M. CHRISTIANSEN and WILLIAM A. SHORT, owners of the Laguna Vista Townsite, D/B/A Pinon Ridge Subdivision.

Frances Smith Flanagan  
Notary Public

My Commission Expires: 10/8/91

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DESCRIPTION OF PROPERTY

The following described real estate in Rio Arriba County, New Mexico, to wit:

That certain tract of land known as Laguna Vista Townsite on El Vado Lake, containing 198.806 acres, more or less, as shown by the plat survey of said townsite filed with the office of the County Clerk of Rio Arriba County, New Mexico, on July 30, 1935;

BEING MORE PARTICULARLY IDENTIFIED on said plat as:

Lots Two (2) through Fifteen (15), Block Two (2);

Lots One (1) through Twelve (12), Block Three (3);

Lots One (1) through Seventeen (17), Block Four (4);

Lot One (1), and Lots Four (4) through Ten (10), Block Five (5);

Lots One (1) through Twenty-Nine (29), Block Six (6);

Lots One (1) through Twenty-two (22), Block Seven (7);

Lots One (1) through Seventeen (17), Block Eight (8);

Lots One (1) through Ten (10), Block Nine (9);

Lots One (1) through Twenty-one (21), Block Ten (10);
Lots One (1) through Twenty-four (24), Block Eleven (11); and
Lot Seven (7), Block Twelve (12)
of the Laguna Vista Townsite as shown on
the above-referenced plat.

EXCEPTING THEREFROM, the following
described lands located within the exterior
boundary lines of the above described
townsite, to wit:

Lot One (1), Block One (1); Lot One (1)
Block Two (2); and Lots Two (2) and Three
(3), Block Five (5) of the Laguna Vista
Townsite as shown on the above referenced
plat, and any other conveyances from H.N.D.
Land Company to any Grantee of record from
July 30, 1935 to September 1, 1982.

FURTHER EXCEPTING THEREFROM, the following
described lands located within the exterior
boundary lines of the above described
townsite, to wit:

Lots One (1), Two (2), Three (3), Four (4),
Five (5) and Six (6), Block Twelve (12) of
the Laguna Vista Townsite as shown on the
referenced plat.

Said real estate, excepting out those Lots referred to above,
but including the area covered by certain roadways which are
recorded as appurtenant easements, comprises approximately 170.556
acres, more or less.

SUBJECT TO all easements, reservations and restrictions of
record and to all taxes for the year 1988 and all subsequent
years.

The following described real estate within The Laguna Vista
Townsite shall be considered as Pinon Ridge, Phase I:
Lots one (1) through Ten (10), Block Nine (9);

Lots One (1) through Twenty-one (21), Block Ten (10);

Lots One (1) through Twenty-Four (24), Block Eleven (11);

of the Laguna Vista Townsite as shown on the above referenced plat.

EXHIBIT A

FILED IN THE COUNTY
CLERK'S OFFICE
AT 3:58 O'CLOCK P.M
Book 167-D Page 885-916

AUG 5 1988

JOSE E. ATENCIO
County Clerk Rio Arriba County
New Mexico

By Deputy
DESCRIPTION OF PROPERTY

The following described real estate in Rio Arriba County, New Mexico, to wit:

That certain tract of land known as Laguna Vista Townsite on El Vado Lake, containing 198.806 acres, more or less, as shown by the plat survey of said townsite filed with the office of the County Clerk of Rio Arriba County, New Mexico, on July 30, 1935;

BEING MORE PARTICULARLY IDENTIFIED on said plat as:

Lots Two (2) through Fifteen (15), Block Two (2);

Lots One (1) through Twelve (12), Block Three (3);

Lots One (1) through Seventeen (17), Block Four (4);

Lot One (1), and Lots Four (4) through Ten (10), Block Five (5);

Lots One (1) through Twenty-Nine (29), Block Six (6);

Lots One (1) through Twenty-two (22), Block Seven (7);

Lots One (1) through Seventeen (17), Block Eight (8);

Lots One (1) through Ten (10), Block Nine (9);

Lots One (1) through Twenty-one (21), Block Ten (10);

EXHIBIT A

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Lots One (1) through Twenty-four (24), Block Eleven (11); and
Lot Seven (7), Block Twelve (12)
of the Laguna Vista Townsite as shown on the above-referenced plat.

EXCEPTING THEREFROM, the following described lands located within the exterior boundary lines of the above described townsite, to wit:

Lot One (1), Block One (1); Lot One (1) Block Two (2); and Lots Two (2) and Three (3), Block Five (5) of the Laguna Vista Townsite as shown on the above referenced plat, and any other conveyances from H.N.D. Land Company to any Grantee of record from July 30, 1935 to September 1, 1982.

FURTHER EXCEPTING THEREFROM, the following described lands located within the exterior boundary lines of the above described townsite, to wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Twelve (12) of the Laguna Vista Townsite as shown on the referenced plat.

Said real estate, excepting out those Lots referred to above, but including the area covered by certain roadways which are recorded as appurtenant easements, comprises approximately 170.556 acres, more or less.

SUBJECT TO all easements, reservations and restrictions of record and to all taxes for the year 1988 and all subsequent years.

The following described real estate within The Laguna Vista Townsite shall be considered as Pinon Ridge, Phase I:
Lots one (1) through Ten (10), Block Nine (9);

Lots One (1) through Twenty-one (21), Block Ten (10);

Lots One (1) through Twenty-Four (24), Block Eleven (11);

of the Laguna Vista Townsite as shown on the above referenced plat.

EXHIBIT A