

DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS  
FOR  
DOS RIOS SUBDIVISION

This Declaration made this 27<sup>th</sup> day of June, 1996, by Dos Rios Development, LLC, (hereinafter "Declarant"), owner and developer of the lands know as Dos Rios Subdivision, located in and near the Village of Chama, Rio Arriba County, New Mexico,

Witnesseth:

Whereas, Declarant is the owner of certain real estate in Rio Arriba County, New Mexico, more particularly described on Exhibit A attached hereto and incorporated herein by reference, and desires to impose the provisions of this Declaration on and subject to all of the above-described real estate to the covenants, conditions and restrictions hereinafter stated, including assessments, for the purposes of protecting the value and standards of said properties and for the purposes of protecting the owners and occupants of the properties, the terms of which shall run with the land and be binding upon and inure to the benefit of all parties having any right, title or interest in or to the above-described real estate, or any part thereof, and their successors and assigns,

It Is Therefore Declared:

ARTICLE I  
Definitions

Section 1. "Association" shall mean and refer to Dos Rios Subdivision Homeowners Association, a New Mexico non-profit corporation, its successor and assigns.

Section 2. "Owner" shall mean and refer to any contract purchaser or record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Subdivision" and "Properties" shall mean and refer to the real estate and properties described on Exhibit A and such additions as may hereafter be bought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean the real property withheld from sale by the Declarant for use as recreational and wilderness areas and held either for the exclusive use of the Owners or for public use as shown on any current, recorded subdivision plat of the Property.

**Section 5.** "Common Facilities" shall mean any roads, gates, walkways, recreational facilities, community well and water systems constructed by the Declarant or Association, including pipes, equipment and personal property incident thereto, and any such other real and personal property owned and maintained by the Association for the common benefit and enjoyment of the Owners.

**Section 6.** "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.

**Section 7.** "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers, US City Average, All Items Component set forth in the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor (1982-84 Base=100).

**Section 8.** "EID" shall mean the Environmental Improvement Division of the New Mexico Health and Environmental Department or its successor(s) or similarly constituted agency(s).

**Section 9.** "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

**Section 10.** "Plat" shall mean the Plat(s) of Subdivision of the Properties, depicting Lots by surveyed metes and bounds, showing monuments, easements and other features of the Properties, together with all amendments thereto as may be filed for record with the Rio Arriba County Clerk.

## ARTICLE II Property Rights

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right of easement of enjoyment in and to the county and private roads and all Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to adopt and publish rules and regulations governing the use of the Common Properties and governing the personal conduct of the members and their lessees, contract purchasers and guests; and

B. Rights of private Owners of individual Lots with respect to the use and enjoyment of those Lots.

## ARTICLE III Membership and Voting Rights

**Section 1.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 2.** The Association shall have one class of voting membership. All Owners shall be entitled to one (1) 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 Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE IV**  
**Assessments; Liens**

**Section 1. Creation of Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association such assessments, or charges, and special assessments and other assessments as provided in this Declaration, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees for collecting the same, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall be the personal obligation of each person who was an Owner of a Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used to maintain and improve the common private roadways through the Properties, to promote a "first class" residential and recreational subdivision, to promote the recreation, health, safety, security, privacy, and welfare of the residents in the Properties, for insurance, for fire protection facilities as applicable, and for all other purposes necessary and proper to enforce and/or carry out the provisions, terms and/or conditions of this Declaration.

**Section 3. Assessments.** The initial assessment for each Lot shall be Two Hundred Dollars (\$200.00) per year.

A. Thereafter and without vote of the membership, the maximum annual assessment may be increased each year not more than the percentage increase for the previous year reflected by the Consumer Price Index.

B. The maximum annual assessment may be increased above the above limits by a vote or written assent of at least fifty percent (50%) of all members who are present in person or by proxy, at a meeting duly called for such purpose.

C. The Board may fix the annual assessment at an amount not in excess of the maximum and may raise or lower said assessment within the maximum amount as they deem necessary in their discretion.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, an Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Subdivision private roadways, including by way of example and not limitation, graveling or paving roads, installing culverts and drainage control devices, and including fixtures and personal property related thereto.

A. Any special assessments levied for the purposes outlined above shall only be assessed against those Lots which are accessed by the private roads within the Subdivision and not against Lots which are accessed only by county roads and which are maintained by the county unless the Board of Directors ascertains that the special assessment would result in benefits for all owners.

B. Such special assessments must have the assent of at least fifty-one percent (51%) of the votes of all members affected by the assessment who are present and voting 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.** Any action authorized under Sections 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Quorum would consist of at least fifty-one percent (51%) of those Lots affected.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** Subject to Article IV, Section 1, the assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates shall be conclusive evidence of the facts stated therein.

**Section 7. Voluntary Supplemental Assessments.** All or fewer

than all Owners may agree to supplemental assessments for designated special limited purposes on a voluntary basis, subject to such terms and conditions as may be agreed upon by participants.

**Section 8. Water/Utility/Garbage Assessments.** If the Association provides water or other utility service to any Lots, the Association may assess Owners a reasonable annual fee and a fee arrangement with Owners for utility service, garbage collection/management or maintenance which may set forth assessments and other duties and requirements.

**Section 9. Merged Lots.** Two or more Lots which have been merged shall for all purposes, including assessments, be deemed to be a single Lot.

**Section 10. Non-Payment of Assessments; Remedies of the Association.** If any assessments are not paid within sixty (60) days of the date due, then the entire annual assessment or special assessment shall become delinquent, notwithstanding that monthly payments may have been established for the convenience of the Owners and shall, together with such interest thereon at the then New Mexico judgment rate from the date of the original assessment and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, and Owner's heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment however, shall also remain the Owner's personal obligation.

If the assessment is not paid within thirty (30) days after the due date the Owner shall be liable for an additional service fee of Fifty Dollars (\$50.00), to be increased each year by the percentage increase in the Consumer Price Index. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the costs of the action.

No. Owner may waive or otherwise escape liability for the assessment provided for herein for any reason not expressly provided for herein, including by way of example but not limitation, non-use of his Lot, non-use of services or utilities, sale, transfer, or abandonment of his Lot, lack of authority of the Association or Board, objection to the assessments, improper notice of the meeting or assessments, or the failure of the Association to timely or properly adopt or set an assessment.

**Section 11. Subordination of the Lien to Mortgages.** The lien of

the assessments provided for herein shall be subordinate to the lien of any valid first mortgage now or hereafter placed upon the Property, except that if the Association has filed notice of its lien with the Rio Arriba County Clerk prior to the filing of the first mortgage, the assessment lien (in the amount referred to in the filing, plus additional assessments accruing thereafter, plus interest, collection costs and attorney's fees) shall have priority over all subsequently filed mortgages. The Association may, at its discretion, also subordinate the lien to any valid second or subsequent mortgages. No foreclosure, sale or transfer shall relieve a subsequent Lot or Lot Owner from liability for any assessments becoming due after the foreclosure sale.

**Section 12. Protection of Mortgages and Purchases.** Any prospective mortgagee or purchaser of a Lot shall, after payment of a reasonable charge to the Association, be entitled to a statement from the Association regarding the amount of unpaid assessments relative to any Lot. Inquiry to the Association by US Certified Mail, Return Receipt Requested, at the Association's then current registered address. If the Association does not respond to such inquiry within thirty (30) days of receipt of the inquiry the Association's lien for unpaid assessments which have accrued prior to the inquiry shall be of no effect to the interests acquired by a bona fide good faith mortgagee or purchaser who thereafter acquires an interest in a Lot without knowledge of an unpaid assessment.

#### ARTICLE V Structures

**Section 1. Common Improvements.** The Association and/or Declarant may construct or install decorative entrance treatments, guardhouses, fences, walls, lights, curbs, gates, mail receptacles, traffic control devices, landscaping and other Common Facilities in the Common Areas. To the extent necessary to house facilities or equipment owned by the Association, the Association may construct storage facilities for its equipment.

**Section 2. Minimum Floor Area.** The minimum floor area of the principal residence, exclusive of porches and garages, shall not be less than four hundred (400) interior heated square feet. No guest house shall be less than four hundred (400) interior square feet nor more than one thousand five hundred (1,500) interior square feet.

**Section 3. Single-Family Dwelling.** No structures shall be erected, altered, placed or permitted to remain on any Lot subject to this Declaration other than the one detached single-family residential dwelling per Lot, for private use, a single guest house and/or studio, a private garage, solar heating devices, evaporative cooler or coolers and improvements incidental to residential use of the premises, provided that all roofed

structures on one Lot shall be joined by a combination of continuous roofs covering structures or breezeways.

**Section 4. Solar Homes.** Solar homes are encouraged. However, solar collectors shall be shielded from view from other Lots insofar as it is possible, and shall be designed and located in an aesthetically pleasing manner insofar as it is practicable.

**Section 5. Manufactured Homes.** Manufactured housing such as prefabricated, modular and mobile homes may be located on any lot, but only if, in addition to satisfying all other requirements herein, such home (i) is placed on a permanent foundation; (ii) is not less than twenty (20) feet in width at its narrowest dimension; and (iii) has an attached garage sufficient to contain at least two (2) automobiles, and utilized primarily for the purpose of vehicle storage.

**Section 6. Setbacks.** No roofed structure may be built within twenty-five (25) feet of any lot line or within any other applicable setback requirements imposed by any governmental authorities. No pen, fence, barn, corral, or other containment structures for large animals may be built or maintained on any Lot except dog runs and gardens contiguous to a residence and not exceeding three thousand (3,000) square feet. No television antennae or satellite dish may be built within fifty (50) feet of any boundary of another Lot, or within any applicable setback requirements imposed by any governmental authorities, whichever setback is greater.

**Section 7. Well House and Tanks.** All well houses and tanks, including propane tanks, shall be placed underground or shielded from view.

**Section 8. Construction Materials.** All exposed surfaces other than roofs, windows, doors, trim and solar collectors shall be in an earth-tone neutral color or in natural wood colors.

**Section 9. Length of Construction.** After commencement of construction, the exteriors of all buildings must be completed according to the plans within an eighteen (18) month schedule. Construction halted for more than eighteen (18) months, or manifestly incomplete after the termination of the eighteen (18) month schedule, or abandoned indefinitely, must be removed from the premises at the owner's expense, including all roofs, walls, and foundations. Remaining excavations must be filled-in and native vegetation allowed to recover.

#### ARTICLE VI

#### **Common Scheme Restrictions and Requirements**

**Section 1. Lots.** All Lots shall be residential lots and used exclusively for single-family purposes, which shall exclude

multi-family dwellings and accommodations and all commercial, business, religious, or institutional uses other than arts, crafts or profession operated solely by an Owner or a member of the Owner's family.

## Section 2. Driveways.

A. All driveways and private roads shall be maintained so as to reduce erosion and eliminate unsightly conditions.

B. All driveways shall be graded and sloped for proper drainage.

C. All driveways shall have culverts large enough for proper drainage. A minimum eighteen (18) inch diameter culvert shall be installed where the driveway crosses any roadside ditch adjacent to the access road system for the Subdivision.

D. The Owner of the driveway shall be responsible to maintain the driveway and the culvert.

## Section 3. Utilities.

A. Except for the platted overhead electrical lines, all future electrical, telephone and television cable lines installed by an Owner from existing overhead or underground main electrical lines to structures within a Lot, or between structures on a lot, shall be placed underground.

B. Additional utility easements as shown and stated on the recorded plat of the Subdivision are imposed on the Lots and Common Area of the Subdivision.

C. Each Lot shall have dedicated underground easements for electricity and telephone and television cable along the Subdivision road system and along the Property lines.

D. All utility lines from the Subdivision's general easements to the residences on the Lots shall be installed in or adjacent to the driveways, wherever practicable.

E. During the period of no more than eighteen (18) months after commencement of construction, temporary above-ground electrical power may be provided to a construction site on any Lot.

**Section 4. Fences and Walls.** No cross fencing shall be permitted on any Lot. All walls and fences must be approved by the Board prior to construction. No fences may be more than sixty (60) inches high. Walls shall be rock, unpainted or whitewashed logs or wood, exposed adobe or stucco in an earth-tone color.

416



All fences for the containment of gardens or domestic animals shall be attached to a residential structure, and shall not enclose more than a total of three thousand (3,000) square feet on any Lot.

**Section 5. Trash.**

A. No Lot shall be used for the storage or dumping of rubbish or debris of any kind, or for the storage of property or thing that will cause such Lot to appear in an unclean or untidy condition, or that will be visually offensive or obnoxious. No substance, thing or material may be kept upon any Lot which will attract insect or carrion, which will emit foul or obnoxious odors, or which will cause any noise that will disturb the peace, quiet, comfort or serenity of any occupants or Owners of Lots.

B. All occupants of the Properties shall be responsible to dispose of trash and garbage generated from use and occupancy of the Properties by transporting such trash and garbage to governmentally approved land fill and/or dump areas. No trash, garbage, or refuse shall be stored outside any residence except in receptacles which are tightly covered and shielded from view from other Lots.

C. No brush, trash, garbage, or other materials, shall be burned, except in residential fireplaces.

**Section 6. Garages.**

A. Automobiles, trailers, boats, recreational vehicles and similar mobile structures and vehicles shall be garaged or fully screened from view from other Lots by means of a fence or a wall. Absolutely no vehicles may be parked on the Subdivision road system.

**Section 7. Animals.** No horses or other large animals may be kept on a Lot. No horses may be ridden on Lots of Owners without permission of such Owners, except that horses may be ridden on the roadways within the Properties or on horse trails or on any common areas. All animals must be restrained so as not to be allowed to roam onto any neighboring Lots. No animal may be kept or maintained on any Lot in any manner which is a nuisance or is offensive to occupants of neighboring Lots, whether by reason of noise, habits, odor, flies or otherwise, anything to the contrary hereinabove notwithstanding. The Association, by majority vote of those present at any meeting, may order the removal of any animals which are objectionable to residents of other Lots in the Subdivision. All Owners are strictly liable for their animal(s) and shall be obligated to clean up after their animal(s).

**Section 8. Billboards and Signs.** No billboards or advertising signs shall be permitted on any Lot or on any building, except

"For Sale" signs not larger than four (4) square feet for such time as any Lot is offered for sale.

**Section 9. Exterior Lights.** All exterior lights shall be located so as not to be directed toward neighboring Lots, houses, properties or roads. Bright, unshielded and/or glaring lights on rooftops, poles, patio walls or elsewhere are prohibited. House exteriors shall not be lit with spotlights. All exterior lighting shall be of sufficient low wattage as not to be offensive to occupants of surrounding Lots.

**Section 10. Mining.** No mining activities, including but not limited to, removal of rock, minerals, sand, gravel, or dirt shall be allowed on any Lot or the Common Areas, except dirt and stone may be removed as is necessary for the construction of structures.

**Section 11. Hunting.** No hunting of any kind shall be permitted on any Lot or Common Properties. Firearms may be discharged on the Property in areas designated by the Board for sport and recreational purposes only and in compliance with the rules and regulations adopted by the Board of Directors of the Association.

**Section 12. No Resubdivision of Lots.** No subdivision or resubdivision of any Lot in this Subdivision shall be permitted during the period in which the covenants and restrictions stated in this Declaration are in effect. No condominiumization or time sharing of Lots or structures shall be permitted. Lot lines may be adjusted by Owners only with the written consent of the Board of Directors of the Association.

**Section 13. Tanks.** All tanks, including water and propane, shall be underground or shielded from view.

**Section 14. Miscellaneous Unsightly Items.** All campers, trailers, mobile homes, motor homes, trucks exceeding 3/4 ton capacity, heavy equipment, construction tools or equipment, mechanical devices or other unsightly items, storage piles, camper shells, boats, boat trailers, and similar vehicles, when not in actual use, stored in the fenced storage facility to be located in the Common Area.

**Section 15. Drainage.** Surface drainage courses within Lots are to remain in their natural state. Governmental authorities and the Association reserve the right to alter and maintain drainage systems so as to protect roadways. All run-off from roofs must be contained within the Lot on which the roof is located.

**Section 16. Erosion Control.** All areas graded or disturbed for development on the Property, disturbed by construction, excavation or changed in any other way so as to increase soil loss due to water or wind erosion, with the exception of built-upon areas

or parking areas, shall be stabilized by one or more of the following means:

A. Revegetated with plant materials including but not limited to flowering plants, low shrubs or native grasses; or

B. Stabilized with stone rip-rap, in no case shall the rip-rap include broken concrete, vehicle tires, bodies or frames, metal materials or other materials that are not natural stone; or

C. Stabilized with flexible, biodegradable materials or synthetic soil erosion matting of neutral, natural color in conjunction with or plantings of natural grasses.

**Section 17. Nuisances.** No Owner or resident shall create a private or public nuisance or allow any activity within the Properties which is loud, illegal, odorous, embarrassing, irritating, or offensive to other Lot Owners.

#### ARTICLE VIII General Provisions

**Section 1. Enforcement.** The Association and all Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, rules, regulations, liens and charges now or hereafter imposed by the provisions of this Declaration. Such actions shall include the right to damages and an injunction, without bond. The Association and all Owners shall be entitled to obtain a preliminary injunction against any party without posting bond or other security, if the Association or Owner demonstrates a prima facie violation of any restrictive covenant contained in this Declaration. Failure by the Association to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter, except as is expressly provided herein and in no event shall create a cause of action against the Association. In the event the Association successfully enforces any provision of this Declaration by way of legal action filed against any offending party, the Association shall be entitled to an award of costs, expenses and reasonable legal fees incurred relative to such enforcement action. No Owner shall be entitled to an award of attorney's fees relative to such enforcement action. No condition which existed prior to the filing of this Declaration shall be deemed to be in violation of this Declaration. No party may compel the Association to bring action against an Owner or occupant of any Lot.

If the requirements of Section 7 of Article VI are not complied with after thirty (30) day written notice is delivered to the Owner thereof, or posted on the premises, then the Owner of any other Lot in the Subdivision may file action in District Court seeking injunctive relief to cause the removal of materials

constructed on said premises, and/or cause the filling in of any remaining excavations, alteration, or repair thereof and labor thereon done at the request of and as agent for the person not complying with Section 7, Article VI, within the meaning of NMSA 1978, Sections 48-2-1, et seq., or a successor statute dealing with mechanic's and materialmen's liens, and the person causing said labor to be performed or materials furnished, and the person furnishing said labor and materials, shall have a lien for such labor and materials. The person, or his agents, effecting the foregoing removal or filling shall not be subject to liability to the Owner of the Lot.

**Section 2. Limitations of Actions.** No party shall have the right to bring any action related to any claimed non-compliance of any structure with any restrictions, conditions, covenants, reservations, rules or regulations contained in this Declaration more than one (1) year after the occurrence of the act, omission or claimed non-compliance complained of. However, this Section shall not limit the right of an aggrieved party to bring an action to remedy continuing conduct which is in violation of this Declaration.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land perpetually. Until Declarant conveys at least fifteen (15) Lots to Owners, this Declaration may be amended by the Declarant or, by a vote of a majority of the entire Board of Directors. The Declarant or the Board by majority vote, also have the authority to waive or modify setbacks, encroachments, or grant variances. Thereafter this Declaration may be amended by an instrument approved by at least fifty-one percent (51%) of the votes of the membership present in person or by proxy, at a meeting called for that purpose. Every amendment must be recorded. Provided however, that the power to amend this Declaration shall not authorize any amendment, (i) authorizing the alteration of the requirement that eighty percent (80%) of the members assent in writing to the dissolution of the Association, or (ii) altering the right of each Lot Owner to membership in the Association with rights appurtenant thereto.

**Section 4. Lienholders; Notices; Other Rights.** Any holder of a first mortgage or other equivalent lien on any Lot whose name and address have been filed with the Association, and after payment of a reasonable charge to the Association, shall be entitled to:

A. Inspect the books and records of the Association during normal business hours.

B. Receive, upon written request, a copy of any annual published financial statements, audited and unaudited, within a reasonable time (not to exceed ninety (90) days) after such statement is prepared and accepted.

C. Receive, upon written request, a notice of all meetings of the Association and to designate a representative to attend all such meetings.

D. Receive notice from the Association of the intention to abandon or terminate the Association.

E. Receive notice of meetings to be held for the purpose of making any material amendment in the Declaration, Bylaws, or the Articles of Incorporation of the Association.

F. Receive any notice of any decision by the Association to terminate any professional management contract and assume self-management.

**Section 5. Declarant's Right to Refile Plat.** Until Declarant sells and conveys at least twenty (20) Lots to Owners, the Declarant shall have the right to change Lot lines of unsold Lots, replat Lots, change locations of easements on Property which has not been sold by Declarant. All changes shall be shown on a refiled plat of the Properties to be prepared and filed at Declarant's expense.

**Section 6. Association Immune from Suit for Damages.** The Association and its officers and directors shall not be subject to lawsuits for damages by Owners or guests or residents of the Properties, and all those parties having any interest in a Lot shall be deemed to have waived their right to sue the Association and its officers and directors for damages.

**Section 7. Titles.** The titles to the various Articles and Sections of this Declaration are for convenience only and shall not be deemed to control or assist interpretation or enforcement of this Declaration.

**Section 8. Governing Law.** This Declaration shall be governed and interpreted by the law of the State of New Mexico. This Declaration shall be binding upon each Lot Owner, his successors and assigns.

**Section 9. Severability.** Invalidation of any provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

In Witness Whereof, this document has been executed this 27<sup>th</sup> day of June, 1996.

Declarant:

DOS RIOS DEVELOPMENT, LLC, a  
New Mexico limited liability  
company

By

CHAMA INVESTMENTS, INC., Its  
Manager

By *[Signature]*  
Dan Terrell, President

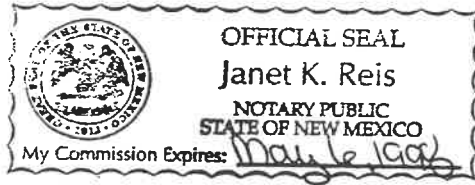
STATE OF NEW MEXICO )  
                                  ) *Rio Arriba* ) ss.  
COUNTY OF ~~SANTA FE~~ )

The foregoing instrument was acknowledged before me this 27<sup>th</sup>  
day of June, 1996, by Dos Rios Development, LLC, a  
New Mexico limited liability company, by Dan Terrell, President  
of Chama Investments, Inc., a New Mexico corporation, its Manag-  
er, on behalf of said company.

*[Signature]*  
Notary Public

My Commission Expires:

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128799  
FILED IN THE COUNTY  
CLERK'S OFFICE  
AT 2:15 O'CLOCK P. M.  
Book 209-A Page 409-422

JUN 28 1996

DAVID S. CHAVEZ  
County Clerk RA County  
New Mexico  
By *[Signature]* Deputy

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100  
(52)

AMENDEDMENT

Amendment to Declaration of Covenants, Conditions and Reservations for Dos Rios Subdivision, filed in the Office of the County Clerk, Rio Arriba County, on June 28, 1996 in Book 209-A, page 409-422.

ARTICLE V, SECTION 5, is hereby amended to read:

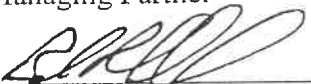
Manufactured housing such as prefabricated, modular and mobile homes may be located on any Lot, but only if, in addition to satisfying all other requirements herein, such home (a) is set at ground level or back fill the ground around the home a minimum depth of twenty inches (20") allowing for a slope away from the home that meets State Building Standards; (b) is placed on a permanent foundation that meets or exceeds FHA requirements, must have six inch CMU block skirting (with color stucco or painted to match the home) installed on a twelve inch wide reinforced concrete perimeter footing; (c) is not less than twenty (20) feet in width at its narrowest dimension; (d) has an attached garage sufficient to contain at least two (2) automobiles, and utilized primarily for the purpose of vehicle storage; (e) has an attached covered front porch with a minimum of one hundred (100) square feet; and (f) notwithstanding anything to the contrary, mobile home set-up and all above required construction attachments must be completed within a six (6) month schedule.

This Amendment shall be placed only on Lots 1, 2, 3, 4, 6, 7, 10, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29 and 30, Dos Rios Subdivision.

All other terms, conditions and provisions of the Original Declaration shall remain in full force and affect.

In Witness Whereof, this document has be executed this 9th day of April, 2003.

Dos Rios Development, LLC  
By: Chama Investments, Inc.,  
its Managing Partner

By:   
Richard R. Terrell, Vice President

STATE OF NEW MEXICO )  
COUNTY OF RIO ARRIBA )

The foregoing instrument was acknowledged before me this 9th day of April, 2003, by Dos Rios Development, LLC, a New Mexico limited liability company, by Richard R. Terrell, Vice President of Chama Investment, Inc. a New Mexico corporation, its Managing Partner, on behalf of said company.

*Janet K. Reis*  
Notary Public



231831



FILED IN THE COUNTY  
CLERK'S OFFICE  
AT 7:00 CLOCK P  
Book 440 Page 53-54

APR 9 2003

*[Signature]*  
County Clerk RA County  
New Mexico  
By [Signature] Deputy