

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") is made this 19 day of April, 2001, by Mundy Ranch, Inc., a New Mexico corporation, (the "Declarant").

WHEREAS, Declarant is the owner of certain real estate located in Rio Arriba County, New Mexico, more particularly described as follows:

➤ A certain tract of land shown on plat of survey entitled "Plat of Division into 140+ acre parcels in Elk View & Ticonderoga Tracts...", filed for record on November 3, 2000, with the County Clerk of Rio Arriba County, New Mexico, and appearing at Plat Book U-057 Page 6988 of the real property records of Rio Arriba County, New Mexico, less and excepting Tract 3-A; and

➤ Tract C – North as shown on plat of survey filed for record on January 17, 2001, with the County Clerk of Rio Arriba County, New Mexico, and appearing at Plat Book U-167 Page 7098 of the real property records of Rio Arriba County, New Mexico; and

➤ Tracts A & B as shown as shown on plat of survey filed for record on January 17, 2001, with the County Clerk of Rio Arriba County, New Mexico, and appearing at Plat Book U-168 Page 7099 of the real property records of Rio Arriba County, New Mexico; and

➤ Tracts 1 and 2, as shown on plat of survey entitled "Plat of Lot Line Adjustment for Mundy Ranch, Inc. ...," filed for record on March 16, 2000, with the County Clerk of Rio Arriba County, New Mexico, and appearing at Plat Book S-136 Page 6666 of the real property records of Rio Arriba County, New Mexico; and

➤ Lot X, being 26.5 acres, of Millstone Acres, filed for record on April 6, 1964, with the County Clerk of Rio Arriba County, New Mexico, and appearing at Plat Book, Page 295 of the real property records of Rio Arriba County, New Mexico; and

all hereinafter called the "Property";

Declarant desires to impose the provisions of this Declaration on, and subject all of the Property to the covenants, conditions, restrictions and easements hereinafter stated, for the purpose of protecting and enhancing the value of such Property.

NOW, THEREFORE, Declarant does hereby declare that all of the Property shall be subject to the following covenants, conditions, restrictions, and easements, which shall run with the title to the Property and be binding upon and inure to the benefit of all parties having any right, title or interest in or to the Property, or any part thereof:

Article 1 - Definitions

When used in this Declaration, the following initially capitalized terms shall have the

following meanings.

1.1 **"Association"** means the Ticonderoga Owners' Association, Inc., a New Mexico non-profit corporation, and any successor association.

1.2 **"Board"** means the Board of Directors of the Association and the governing body of any successor association.

1.3 **"Property"** means the real estate more particularly described above and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

1.4 **"Greenbelt Areas"** means all portions of the Property shown on the Plats and designated as Greenbelt areas, and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration, and shall be for the benefit and use of the remaining area (benefited property) subject to the use and conditions set forth herein, which specifically shall include the area designated on the Plats as "Conservation Easement Area," and "Recreational Easement Areas" and which specifically shall exclude the Common Easements.

1.5 **"Benefit Property"** means all portions of the Property shown on the Plats owned by the Declarant not designated as a greenbelt, common area, common easement, roads, right-of-way or utility easement, and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

1.6 **"Common Areas"** means all portions of the Property now or hereafter owned by the Association, or which are now or hereafter intended and designated for either the exclusive, or non-exclusive, common use by the Owners, and their guests and invitees, for recreational or other purposes.

1.7 **"Common Easements"** means all portions of the Property over which easements have been or are hereafter granted for either the exclusive, or non-exclusive, common use of the Owners, and their guests and invitees, for vehicular, pedestrian, bicycle, and/or equestrian access and/or the installation, maintenance, repair and replacement of utilities, including those areas designated on the Plats as "50' Ingress, Egress, and Underground Utility Easement," "30' Ingress, Egress, and Underground Utility Easement," and "20' Pedestrian/Bicycle and Equestrian Trail and Underground Utility Easement." All roads designated on the Plats to have an additional 10' easement along both sides of existing right-of-ways for the installation of underground utilities.

1.8 **"Common Facilities"** means any and all structures and improvements now or hereafter constructed and located within the Greenbelt Areas, Common Areas or Common Easements which are owned by the Association, or are intended and designated for common use by the Owners, and their guests and invitees, for recreational or other purposes, including but not limited to any common entrance gates, common mailboxes, picnic tables, picnic shelters, ponds, check dams, etc.

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1.9 **"Declarant"** means Mundy Ranch, Inc., a New Mexico corporation, and any of its successors, assigns and licensees, if such successors, assigns or licensees should acquire all (provided there is more than one) of the remaining undeveloped Lots for the purpose of development and receive a specific, written assignment of development rights.

1.10 **"Lot"** means each and every legally platted Lot, parcel and tract of real estate, improved or unimproved, now or hereafter located within and comprising a portion of the Property.

1.11 **"Owner"** means every person or entity that holds record title to a fee or undivided fee interest in any Lot. Notwithstanding the foregoing, an Owner shall include the holders of equitable title (e.g. the purchasers), and shall exclude the holders of record title (e.g. the sellers) of a Lot under a real estate contract, so long as the real estate contract is not in default. If a real estate contract is in default, then the holders of record title (e.g. the sellers) to the Lot in question shall be an Owner, and the holders of equitable title (e.g. the purchasers) shall be excluded from being an Owner. The foregoing is not intended to include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Also includes all Owners who may be additions hereto as may be brought within the jurisdiction of this Declaration.

1.12 **"Plat or Plats"** refers to the following plats:

A certain tract of land shown on plat of survey entitled "Plat of Division into 140+ acre parcels in Elk View & Ticonderoga Tracts...", filed for record on November 3, 2000, with the County Clerk of Rio Arriba County, New Mexico, and appearing at **Plat Book U-057 Page 6988** of the real property records of Rio Arriba County, New Mexico less and excepting Tract 3-A; and

Tract C – North as shown on plat of survey filed for record on January 17, 2001, with the County Clerk of Rio Arriba County, New Mexico, and appearing at **Plat Book U-167 Page 7098** of the real property records of Rio Arriba County, New Mexico; and

Tracts A & B as shown as shown on plat of survey filed for record on January 17, 2001, with the County Clerk of Rio Arriba County, New Mexico, and appearing at **Plat Book U-168 Page 7099** of the real property records of Rio Arriba County, New Mexico; and

Tracts 1 and 2, as shown on plat of survey entitled "Plat of Lot Line Adjustment for Mundy Ranch, Inc. ...," filed for record on March 16, 2000, with the County Clerk of Rio Arriba County, New Mexico, and appearing at **Plat Book S-136 Page 6666** of the real property records of Rio Arriba County, New Mexico; and

Lot X, being 26.5 acres, of Millstone Acres, filed for record on April 6, 1964, with the County Clerk of Rio Arriba County, New Mexico, and appearing at **Plat Book, Page 295** of the real property records of Rio Arriba County, New Mexico; and

Any such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

1.13 **"Review Committee"** means the architectural review committee established pursuant to Section 2.5.

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Ticonderoga OWNERS' Association, Inc.

HC 75 Box 215
Chama, NM 87520

Friday, March 31, 2017

Dear Ticonderoga Home Owners,

The Ticonderoga gates are now controlled with a new code. The code is currently **3516**. The change in code will assist us in assuring a more secure development. This code will have a two-week over-lap of the old code. The new should not affect those of you with remote access. **PLEASE DO NOT SHARE THIS CODE NUMBER.**

The website form & email are the primary means of communications for this type of information. Please let me know if this is the preferred email address.

If you have any questions or need clarifications on any of the information, or if you need general information, please feel free to contact me or any of your board members.

Ticonderoga Owners Association
Website: www.ticonderogahoa.com
Email: tico.admin@ticonderogahoa.com

Sincerely,

Paul Edwards

Ticonderoga OWNERS' Association, Inc.
575-404-1771



Ticonderoga OWNERS' Association, Inc.

HC 75 Box 215
Chama, NM 87520

Wednesday, January 1, 2020

Dear Ticonderoga Home Owners,

The Ticonderoga gates are now controlled with a new code. The code is currently **6566**. A lock on the West gate dumpster has been set to **1910**. These changed codes will assist us in assuring a more secure development. The gate code will have a two-week over-lap of the old code. The new should not affect those of you with remote access. **PLEASE DO NOT SHARE THIS CODE NUMBER.**

The website form & email are the primary means of communications for this type of information. Please let me know if this is the preferred email address.

If you have any questions or need clarifications on any of the information, or if you need general information, please feel free to contact me or any of your board members.

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Website: www.ticonderogahoa.com
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Sincerely,

Paul Edwards

Ticonderoga OWNERS' Association, Inc.
575-404-1771

1.9 "Declarant" means Mundy Ranch, Inc., a New Mexico corporation, and any of its successors, assigns and licensees, if such successors, assigns or licensees should acquire all (provided there is more than one) of the remaining undeveloped Lots for the purpose of development and receive a specific, written assignment of development rights.

1.10 "Lot" means each and every legally platted Lot, parcel and tract of real estate, improved or unimproved, now or hereafter located within and comprising a portion of the Property.

1.11 "Owner" means every person or entity that holds record title to a fee or undivided fee interest in any Lot. Notwithstanding the foregoing, an Owner shall include the holders of equitable title (e.g. the purchasers), and shall exclude the holders of record title (e.g. the sellers) of a Lot under a real estate contract, so long as the real estate contract is not in default. If a real estate contract is in default, then the holders of record title (e.g. the sellers) to the Lot in question shall be an Owner, and the holders of equitable title (e.g. the purchasers) shall be excluded from being an Owner. The foregoing is not intended to include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. Also includes all Owners who may be additions hereto as may be brought within the jurisdiction of this Declaration.

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Any such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

1.13 "Review Committee" means the architectural review committee established pursuant to Section 2.5.

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1.14 "Rules" means the rules regulating the use and enjoyment of the Greenbelt Areas, Common Areas, Common Easements and Common Facilities, from time to time adopted by the Board, and in effect, pursuant to the authority granted by this Declaration.

2. Article 2 • Common Scheme Restrictions and Requirements

The following restrictions and requirements are imposed as a common scheme upon the Property for the benefit of each Owner, and may be enforced by any Owner and/or the Association:

2.1 Uses.

2.1.1 Lots containing less than thirty-five (35) acres shall be used primarily for single-family detached residential purposes. Lots containing thirty-five (35) acres or more may be used for recreational (including hunting), ranching and agricultural purposes, including the raising of crops, orchards, horticulture, animal husbandry, and/or poultry, in addition to single-family residential purposes. No Lot shall be occupied by more than one (1) family (e.g. a guesthouse or other structure on a Lot may not be separately rented for residential purposes from the main residence). The foregoing, however, shall not prevent the shared ownership and use of a Lot by two or more families, provided that the families do not occupy the Lot at the same time on a long-term basis (i.e. for a period of time of more than one month). In addition, the foregoing shall not prevent guests of a family from temporarily (i.e. for a period of time of less than one month) residing with such family on a Lot. No single-family residence or accessory quarters shall be used as a boarding house or divided into apartments or rooms for rental purposes. The foregoing, however, shall not prevent the long term (i.e. for a period of time of more than one month) rental or lease of an entire Lot by the Owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe the provisions of this Declaration and the Rules, and makes a breach of this Declaration or the Rules a breach of such rental agreement or lease. The short term (i.e. for a period of time of less than one month) rental of a Lot is prohibited. The foregoing prohibitions in this Section 2.1.1 shall not apply to, and shall not restrict, the Declarant, and any licensee of the Declarant, including but not limited to the short-term rental of the existing cabin and appurtenant structures located on the Chavez Creek.

2.1.2 Except for ranching and agricultural uses of and activities on Lots containing thirty-five (35) acres or more, no business or commercial activity of any nature shall be conducted upon or from any Lot, except as otherwise provided below in this Paragraph 2.1. So-called "home occupations" shall be permitted on a Lot if the activity associated with such occupation does not result in any significant traffic to the Lot by persons who are not occupants of the dwellings on the Lot, or otherwise interfere with or disturb the occupants of other Lots. The foregoing prohibition on commercial activity shall not apply to, and shall not restrict, the Declarant, and any licensee of the Declarant, including but not limited to the short term rental of the existing cabin and appurtenant area located on the Chavez Creek, and the operation of a hunting, fishing and recreation business on the Greenbelt Areas, Common Areas, Common

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Easements and those Lots owned by Declarant or its licensee.

2.1.3 If 1,000 or more acres of the Benefit Property are purchased by one entity, a "timeshare type" development of those 1,000 acres will be permitted. All plans for development will be approved by the Architectural Review Committee and voted acceptance by the Board of Directors of the Property Owner's Association.

2.2 Permitted Structures. No structure shall be erected, altered, placed or permitted to remain on any Parcel other than: one single family residence; a guest house; a studio; a non-commercial garage (attached or unattached); a barn; a car port or cover; a storage shed; a generator shed; a well house; a greenhouse; and other improvements incidental to the allowed use of the Parcel and not otherwise restricted by this Declaration. All of the above shall be of the same general style and color as the main single-family residence. The owners shall maintain the interiors of all Carports in a neat, clean and sightly condition. No carport shall be used for storage; and no construction power equipment hobby shops or carpenter shops shall be maintained in any carport, nor automobile overhaul, repair or maintenance work conducted therein. All roofs, aluminum doors, windows or arcadia doors must be anodized in a natural earth-tone color or approved in advance by the Architectural Control Committee. Modular or prefabricated homes shall be allowed on Parcels, provided they comply with the remaining provisions of this Declaration.

2.3 Prohibited Structures. No mobile home, single or double wide house trailer, geo-desic domes, or similar structure shall be kept, placed, or permitted to remain on any Lot at any time. No tent or recreational vehicle shall at any time be used as a permanent residence on a Lot. A tent or recreational vehicle, however, may be temporarily located on a Lot and occupied for not more than ninety (90) nights per year (e.g. used for "camping" on a Lot). Recreational vehicles (motor homes, travel trailers, etc.) used solely by the owner may be kept on any Lot provided it is maintained in a neat, clean, and sightly condition, screened from public view and providing that an existing home is present on the same Lot. All tents, vehicles, and other camping equipment must be removed at the end of each camping period. Modular or prefabricated homes shall be allowed on Lots, provided they comply with the remaining provisions of this Declaration.

2.4 Architectural Style and Construction of Structures. Any and all structures constructed and located on a Lot shall be based upon, but need not adhere strictly to "Swiss Chalet," "A-Frame," "Log Cabin," "Ranch" or "Northern New Mexico" architectural styles. The exterior color of all structures shall be predominantly earth or natural tones. No metal-sided house, barn, garage, storage building or other structure may be placed or erected on a Lot. Metal roofs, however, are allowed. The ground floor area of the main structure, shall not be less than 1000 square feet. All exterior construction, including the final exterior finishes; paint, trim, etc. shall be fully completed within twenty-four (24) months after commencement of construction. All exterior construction shall be conducted during the hours of 7:00 a.m. to 7:00 p.m.

2.5 Review Committee

2.5.1 Composition A Review Committee for the Property is hereby established

and shall consist of three (3) persons. The initial members of the Review Committee are:

- Position 1: James Mundy
- Position 2: Michael Douglass
- Position 3: Herman Candelaria

During the first three (3) years after the date of recordation of this Declaration, or until Declarant relinquishes in writing its right to appoint members of the Review Committee, whichever is earlier, the members of the Review Committee shall serve at the pleasure of Declarant, who shall have the right to appoint, reappoint and discharge members of the Review Committee, at will. Upon the expiration of such three (3) years, the Board shall elect the three (3) members of the Review Committee, who shall then serve for the following terms:

- Position 1: Three (3) years
- Position 2: Two (2) years
- Position 3: One (1) year.

Upon the expiration of the term of each of the Review Committee members initially appointed by the Board, the Board shall elect a successor to such position, who shall serve for a period of three (3) years, such that the terms of the Review Committee members are staggered. A Review Committee member shall serve until his or her term expires, the member resigns or is unable to serve, or the member is removed in the manner provided for the removal of members of the Board in the Bylaws of the Association. Any vacancy in the Review Committee occurring before the end of a term shall be filled by a person elected by the Board. The affirmative vote of a majority of the members of the Review Committee shall be required for approval of any matter; provided, however, that a majority of the members of the Review Committee may designate one member to act on behalf of the Review Committee.

2.5.2 Submittal Requirements. Before anyone shall commence the erection, installation, construction, reconstruction, remodeling, or material alteration of, or material addition to, any improvement or structure of whatsoever nature on a Lot, including but not **limited** to, a fence, wall, entrance gate, roadway, utilities, etc., they shall submit for approval to the Review plans and specifications, or other written description, clearly showing or describing the nature of the work proposed and the location thereof, as shall enable the Review Committee to evaluate whether the proposed construction, alteration, installation, etc., will comply with terms and provisions of this Declaration. No erection, installation, construction, reconstruction, remodeling, or material alteration of, or material addition to, any improvement or structure of whatsoever nature, including but not limited to, a fence, wall, entrance gate, roadway, utilities, etc., shall be commenced unless and until the plans and specifications or other description submitted to the Review Committee shall have received the approval of the Review Committee. The Review Committee shall approve or disapprove, in writing, the plans and specifications or other description submitted to it within thirty (30) days after receipt. If the Review Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after receipt of the necessary plans and specifications or other description, then approval shall be deemed given, provided that any work proposed to be done shall be done in a manner which does not violate any of the terms and provisions of this Declaration. During

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construction the Review Committee shall have the right to periodically review progress of the work to ensure its compliance with the approved plans and specifications, or other written description of the work.

2.5.3 Approval Standards. The Review Committee shall have the right to disapprove any plans and specifications or other written descriptions submitted to it for any one or more of the following reasons:

(i) If the plans and specifications or other written description are not in sufficient detail, or are incomplete.

(ii) If, in the opinion of the Review Committee, the architectural design, location, size, etc., of the proposed improvements, as shown by the plans and specifications or other written description, are not in compliance with all requirements and provisions of this Declaration.

2.5.4 Liability. Neither the Review Committee, the Board, or the Declarant shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

(i) The reasonable approval, conditional approval or disapproval of any plans, drawings, and specifications, whether or not defective;

(ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or,

(iii) The development or manner of development of any property within the Property. By the acquisition of title to any Lot in the Property, and in consideration thereof, each Owner thereby waives any right, and agrees not, to file suit against the Review Committee, the Board, or any member thereof, to recover damages in connection with any of the foregoing events.

2.5.5 Appeal of Review Committee Action. An Owner may appeal a Review Committee action to the Board by requesting, in a writing delivered to the President of the Association, a hearing before the Board. Upon such a request, the Board shall schedule a special meeting, pursuant to the Bylaws of the Association, no later than twenty (20) days from the date of the Board's receipt of such a request. At such special meeting, the Owner's evidence will be heard, and the Board will decide whether or not to uphold the Review Committee's decision.

2.6 Setbacks. Except for entrance gates and appurtenant walls and fences allowed pursuant to Paragraph 2.7 below, no portion of any building or structure, including porches, yard walls, yard fences, tanks, etc. shall be located, and no vehicle, trailer, equipment, property or items of any kind shall be parked or left stored, whether or not covered, nearer than fifty (50) feet to any boundary line of a Lot.

2.7 Fences and Walls. It is the intent of the Declarant to preserve an open and unobstructed terrain, generally free of fences and walls. Accordingly, Owners shall not fence or wall any portion of the perimeter or boundary of a Lot, except for (i) those boundaries along the exterior boundaries of the Property and (ii) entrance gates, and fences and walls appurtenant to and in the area of; such entrance gates (e.g. fences along the roadway frontage on a Lot). Entrance area fences shall be constructed of metal pipe, split wood rail, wood post and metal cable, or similar fencing material, and shall not exceed three (3) feet in height except at the immediate area of the entrance gate. Entrance walls shall be stone or plastered, and shall not exceed three (3) feet in height except at the immediate area of the entrance gate. No barbed or other wire, chain link, metal mesh, or similar fencing is allowed at entrance areas. Interior fences or yard walls, located around the structures on a Lot (i.e., to enclose a yard, garden or the like), are allowed, provided that such fences and walls (i) shall not exceed eight (8) feet in height, and (ii) comply with the setback requirements set forth in Paragraph 2.6 above. Chain link, metal mesh and similar fencing, although discouraged, may be used to enclose a specific garden or yard area to keep out pests and predators. Corral fencing shall not exceed eight (8) feet in height, and shall comply with the setback requirements set forth in Paragraph 2.6 above.

2.8 Driveways & Landscaping. All driveways shall be surfaced by the Owners of a Parcel with gravel or other material to prevent dust and shall be maintained so as to reduce erosion and eliminate unsightly conditions. Adequately sized culverts (at least 12") shall be installed where the driveway meets the roadway. Any landscape improvements made to any Parcel must be made in harmony with the existing native landscape.

2.9 Storage of Building Materials. No storage of building materials, other than during construction, shall be permitted. No storage yard for materials other than those commonly and regularly used for allowed residential, ranching or agricultural use on a Lot, or for purposes of construction of the infrastructure of the Lot, shall be permitted.

2.10 Refuse. No garbage or refuse shall be thrown, dumped or allowed to accumulate on a Parcel, the Common Areas or the Common Easements. This does not prevent the construction of composting areas, which are maintained in a neat and orderly manner. On-site burning of garbage or trash is prohibited. No garbage or trash shall be placed on the exterior of any building, except in appropriate sealed rigid containers that are maintained in a neat and orderly fashion and screened and concealed from view at all times. The placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Committee. All rubbish, trash and garbage shall be regularly removed from each Parcel and shall not be allowed to accumulate thereon.

2.11 Nuisance.

2.11.1 No Lot shall be used for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be visually offensive or obnoxious, toxic, dangerous, or unhealthy, and no substance, thing or article may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will disturb the peace, quiet, comfort, or serenity of any occupant of a Lot or user of the Common Area or Common Easements.

2.11.2 No vehicles, parts of vehicles of any type, or large unsightly equipment or machinery shall be permanently or semi-permanently parked on any Lot, the Common Area or the Common Easements, for purposes of repairs, reconstruction or storage.

2.11.3 Structures located on, and the grounds of, each Lot shall be maintained in a neat and attractive manner.

2.12 Stored Items. All clothes lines, mechanical and other equipment, wood piles, campers, horse trailers, extra automobiles, boats and boat trailers, travel trailers, recreational vehicles and similar vehicles shall be located and kept on a Lot in a neat and attractive manner, in unexposed yards and only when screened from view of all adjacent Parcels. Parking of vehicles on the street or street shoulders shall be limited to guests of Parcel owners and shall be temporary in nature.

2.13 Storage Tanks. No elevated tanks of any kind, including tanks for the storage of water, liquefied petroleum gas and fuel oil, gasoline, or oil shall be erected, placed or permitted on a Lot, unless screened by vegetation, walls or fences from view from other Lots, the Common Areas and Common Easements.

2.14 Utilities. All extensions of utilities shall be underground at all locations. No electrical or telephone lines shall be maintained above ground. Exception: Any above ground utility existing prior to the initial issuance of the Declaration will not need to be retroactively buried, Any disturbance of natural ground cover and vegetation necessitated by the installation of utility service lines on a Lot shall be restored by the Owner of the Lot by replanting. All utilities shall be installed on a Lot in or adjacent to the driveway, where feasible. Generators used for production of electrical power may only be used when operated inside a properly insulated building so that the noise created by the operations of the generator does not create a nuisance to any adjacent Parcel owners.

2.15 Exterior Lights. All exterior lights on a Lot must be located so as not to be directed toward surrounding Lots, the Common Area or the Common Easements. Bright, glaring lights on rooftops, poles, walls or elsewhere are prohibited. Any exterior lighting installed on any Lot shall be indirect or of such controlled focus and intensity as not to disturb the residents of other Lots. All luminaries (fixtures) must be 450 cut off type. No lights mounted on a pole or otherwise suspended more than ten feet (10') feet above the ground and designed to illuminate an area from dusk to dawn shall be placed on a Lot. Temporary Christmas lights and luminaries will be permitted. No mercury, sodium vapor or similar bright lights of any kind shall be allowed.

2.16 Billboards And Signs. No sign, billboard or advertisement of any kind, other than one entrance gate sign containing the name of the residents and address of the Lot, and one "For Rent" or "For Sale" sign, both to be of reasonable size, shall be erected or maintained on any Lot.

2.17 Antennas. Wind Generators. And Towers.

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2.17.1 No exterior antenna of any sort, including television antennas and satellite dishes, over five (5) feet above the highest roofline of the Parcel shall be installed or maintained on any Lot. All antennas, including television antennas and satellite dishes must be screened from view from other Parcels, the Common Areas, and the Common Easements. No radio or television transmission towers shall be erected, placed or permitted in the Property. Exceptions may, in some circumstances, be granted by the Review Board.

2.18 Animals & Horses-

2.18.1 Subject to Paragraph 2.18.2 below, only recognized household pets and barnyard animals, in reasonable numbers, may be kept on Lots containing less than thirty-five (35) acres, as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No animals may be kept on a Lot, of any size, in any manner or number which is a nuisance or offensive to the occupants of neighboring Lots, whether by reason of noise, habits, odors or otherwise.

2.18.2 No horses may be kept on Lots containing less than five (5) acres. On Lots containing more than five (5) acres, the number of horses allowed on such Lots shall be limited to two (2) horses for each full five (5) acres contained within such Lot, provided the "nuisance" portions of this Declaration are not violated. All allowed horses must be kept in a stable and/or corral area when not being ridden.

2.18.3 Other livestock, animals and poultry may be kept on Lots containing thirty-five (35) acres or more, provided the "nuisance" portions of this Declaration are not violated. All livestock, animals and poultry must be kept in a stable, pen and/or corral area.

2.19 Hunting and Firearms. No hunting shall be permitted on Lots containing less than thirty-five (35) acres, Greenbelt Areas, the Common Areas, or the Common Easements, except in self defense, defense of family, defense of property, or for predator control.

2.20 Mining and Drilling. In no event shall any Lot, the Greenbelt, Common Areas or the Common Easements be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; except for the Declarant or any of its licensees for the removing of rocks, stones, gravel and earth in connection with the construction of Common Facilities, water ponds, roadways, structures, etc.

2.21 No Fires. No fires are permitted outside the family dwelling unless properly and safely contained in an appropriate fireplace.

2.22 Tennis Courts and Swimming Pools. Tennis courts and swimming pools will be permitted only if, in the judgment of the Architectural Committee, after proper application, the proposed tennis court or pool is not detrimental to the view from surrounding properties and does not materially interfere with the harmonious and orderly development of the Property or

necessitate unreasonable destruction to the natural growth and terrain of the property. The granting by the Architectural Control Committee of the application of any Owner for a tennis court or swimming pool or the approval of his plans and specifications shall not entitle any other Owner to have his application granted or have his Plans and specifications approved.

2.23 No Access to Adjoining Properties. Except as permitted by existing easements, no Lot Owner shall grant any access or utility easement to, or permit access by, the owners of property outside the Property, across that Owner's Lot. Declarant reserves the right to grant easements and rights-of-way in, through, under, over, across, and upon all of the Common Areas and Common Easements, and all Lots of which it is the Owner, for the installation, construction, operation, maintenance, inspection, repair, and replacement of lines and appurtenances for public or private water, sewer, drainage, telephone, cable television, gas, power, or other utilities. Declarant reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the Property.

2.24 Minimum Lot Sizes. No Parcel within the Property shall contain less than five (5) acres except those parcels pre-existing prior to this Declaration.

Article 3 Greenbelt Areas, Common Areas, Common Easements and Common Facilities:
Rights; Uses; Restrictions.

3.1 Greenbelt Areas, Common Areas, Easements and Facilities. Subject to the reservations and limitations hereinafter set forth, every Owner shall have a non-exclusive easement of use and enjoyment, in common with other Owners, in and to the Greenbelt Areas, Common Areas, Common Easements and Common Facilities, including the right to use and enjoy the Greenbelt Areas, Common Areas, Common Easements and Common Facilities for recreational purposes, including but not necessarily limited to, hiking, horseback riding, bird watching, bicycling, picnicking, fishing, boating, and swimming. Such easement of use and enjoyment shall be appurtenant to and shall automatically pass with, and shall not be severed from, the title to a Lot. An Owner may delegate his or her easement of use and enjoyment to the Greenbelt Areas, Common Areas, Common Easements and Common Facilities to family members, tenants, etc., who reside on and are occupying the Owner's Lot.

3.1.1 The Greenbelt Areas, Common Areas, Common Easements and Common Facilities shall not be open to public use, but shall be available to, and for use by, all Owners, and their family members and tenants residing on and occupying the Owner's Lot, and a reasonable number of guests and invitees, subject (i) the right of the Association, acting through the Board, to regulate such use of the Greenbelt Areas, Common Areas, the Common Easements and Common Facilities pursuant to the Rules, (ii) the right of the Association to suspend the right of an Owner (and such Owner's guests, invitees and tenants) to use the Greenbelt Areas, Common Areas and Common Facilities for any period during which any assessment levied by the Association against the Owner's Lot remains unpaid, or for a reasonable period for any infraction of the Bylaws, Rules, or this Declaration, as amended from time to time, (iii) the right of the Association to limit the use of the Greenbelt Areas, Common Areas, Common Easements

and Common Facilities by non-Owners, as the Association deems appropriate, and the right of the Association to limit the number of guests of Owners using the Greenbelt Areas, Common Areas, Common Easements and Common Facilities. Any non-owner (including guests and visitors of the Owner's, Declarant or its Licensee) using the property must provide the Association with written permission from the Lot owner, Declarant or its Licensee for the date the non-owner is using the property. Non-owner must provide a signed Liability Waiver to the Association. The foregoing prohibition on commercial activity shall not apply to, and shall not restrict, the Declarant, and any licensee of the Declarant the operation of a hunting and fishing business on the Greenbelt Areas, Common Areas, Common Easements and those Parcels owned by Declarant or its licensee.

3.1.2 The Owners' easements of use and enjoyment in and to the Greenbelt Areas, Common Areas, Common Easements and Common Facilities, and the Association's rights and powers with respect thereto, also shall be subject to the following:

3.1.2.1 The terms, provisions and restrictions of that certain Grant of Conservation' Easement and Agreement recorded in Book 304, pages 495 to 534 of the real property records of Rio Arriba County, New Mexico;

3.1.2.2 Such easements as may have been previously granted or reserved by Declarant;

3.1.2.3 Such other easements as may from time to time be granted or conveyed by the Declarant and/or the Association pursuant to this Declaration.

3.1.3 Subject to the limitations of and compliance with the Grant of Conservation Easement and Agreement recorded in Book 304 pages 495 to 534 of the real property records of Rio Arriba County, New Mexico, the Declarant and/or the Association shall have the right, power and responsibility to improve, maintain, repair, replace, etc. the Greenbelt Areas, Common Areas, Common Easements and Common Facilities, including, but not necessarily limited to, the right to:

3.1.3.1 Subject to the limitations of Paragraph 3.1.4.3, install, use, maintain and repair picnic areas, and, in connection therewith, construct, install, use, maintain, repair and replace picnic tables, picnic shelters, barbecue pits, and other recreational structures, improvements and developments, and access roadways thereto;

3.1.3.2 Maintain, repair and replace all existing roadways and pedestrian, bicycle, and equestrian trails, and, subject to the limitations of Paragraph 3.1.4.3, install new pedestrian, bicycle, and equestrian trails;

3.1.3.3 Maintain, repair and replace existing water ponds and related improvements, and construct, install, maintain, repair and replace one or more additional water ponds and related improvements, in appropriate locations on the Greenbelt Areas and/or Common Area.

There shall be no improving, maintaining, repairing, replacing, etc. of Greenbelt Areas, Common Areas, Common Easements or Common Facilities, except by and through the Declarant and/or the Association, and except for the installation of underground utilities and driveways to individual Lots.

3.1.4 The Association shall conserve and maintain the open space character, wildlife habitat, recreational opportunities, and scenic qualities of the Greenbelt Areas, Common Areas, and Common Easements. The following activities and uses of the Greenbelt Areas and Common Areas are expressly prohibited:

3.1.4.1 Only the Association or Declarant may erect, construct, maintain, alter, repair or paint and building, recreational facility, sign, dam or other structure within the Greenbelt Areas and Common Areas and only the Association or Declarant may cut, dig up or otherwise effect any plant or vegetable matter within the Greenbelt Areas or Common Areas. Any such construction, maintenance, painting, landscaping, or any grading by any owner other than the Association or Declarant within the Greenbelt Area and Common Areas are prohibited with the exception of those improvements and developments specifically reserved and allowed in Paragraph 3.1.3.

3.1.4.2 No livestock, domestic animals or poultry or any kind may be kept in any of the Greenbelt Areas or Common Areas.

3.1.4.3 Placement of mobile homes, house trailers, camping trailers, or any other type of mobile, nonpermanent structure on the Greenbelt Areas, Common Areas and Common Easements is prohibited.

3.1.4.4 Operation of snowmobiles, all terrain vehicles, and motorcycles is limited to designated trails and roads only and is subject to the limitations and conditions of Paragraph 3.1.3. Designation of trails will be by the Declarant and Association

3.1.4.5 There will be no camping in the Conservation Easement, Greenbelt Areas and Common Areas.

3.1.4.6 Any activity, which causes or is likely to cause significant soil degradation or erosion or water pollution of surface or subsurface waters.

3.1.4.7 The extraction or removal of minerals by any surface mining method, except for the removal of sand, gravel and rocks in connection with the construction of the water ponds specifically reserved and allowed pursuant to Paragraph 3.1.3.3.

3.1.5 The Association and/or Declarant shall have the right to control access to the Greenbelt Areas, Common Areas, Common Easements and Common Facilities. However, the Association and/or Declarant shall not impair the Owners' right of access to their Lots.

3.1.6 Each Owner shall be liable to the Association for all damage to the

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Greenbelt Areas, Common Area, Common Easements, and Common Facilities, caused by such Owner, his invitees, licensees, tenants, etc.

3.1.7 The rights of the Association and the Owners to the Greenbelt Areas, Common Areas and Common Easements shall be subject to the following easement and encroachment rights:

3.1.7.1 Each Owner of a Lot, served by utility connections, lines or facilities, including, but not limited to, those for water, telephone, and electrical services, shall have the right, and is hereby granted a non-exclusive easement, to the full extent necessary therefore, to enter upon the Greenbelt Areas, Common Areas and Common Easements and/or to have utility companies enter upon the Greenbelt Areas, Common Areas and Common Easements where such connections, lines or facilities or any portion thereof may lie, to repair, replace and generally maintain the same. Whenever utility connections, lines or facilities installed within the Property serve more than one Lot, the Owner of each Lot served hereby shall be entitled to the full use and enjoyment of the portions thereof which service his Lot. Declarant hereby reserves to itself easements over, under, through the Greenbelt Areas, Common Areas and Common Easements for installation of such utility connections, lines or facilities for the benefit of the Property or as may otherwise be needed for the development of the Property together with the right, as Declarant deems necessary or appropriate, to grant and transfer such easements to the Association, utility companies or governmental agencies, or authorities within whose jurisdiction the Property lies, and other appropriate entities and individuals.

3.1.7.2 There is hereby reserved to Declarant, non-exclusive easements over any Common Areas and Common Easements and the facilities located thereon for all construction and sale activities relating to the development of the Property. It is anticipated that said construction and sales activities shall relate to individual projects developed from time to time on portions of the Property and to the promotion or enhancement of either all or a portion of the Property by Declarant. The foregoing conditions on the use of Greenbelt Areas, Common Areas, Common Easements and those Lots owned by Declarant or its licensee shall not apply to, and shall not restrict, the Declarant or its licensee. Declarant reserves the right to use space in the Greenbelt Areas, Common Area and Common Easements for itself and its licensees.

3.1.7.3 Dierdre's Pond located on the south boundary of Tract 6 and Bobcat Lake located in Tract I are not located in a Greenbelt area. Therefore it is hereby established that each shall have a 25 foot fishing easement around their circumference and vehicular access on the nearest road for the use of all owners of the Property.

Article 4 -The Association

4.1 The Association. The Association has been duly incorporated and organized according to New Mexico law pursuant to the Articles of Incorporation and Bylaws on file with the New Mexico State Corporation Commission (hereinafter collectively referred to as the "Articles and Bylaws"). The membership of the Association, powers and duties of members, and

power and duties of the Association are specified in the Articles and Bylaws and are supplemented herein. The Association has the duty, among others, to maintain, repair and replace the Greenbelt Areas, Common Areas, Common Easements and Common Facilities.

4.1.1 If the Association, as a corporate entity, loses its corporate powers or is dissolved, a non-profit, unincorporated association shall be formed forthwith and without further action or notice, and shall succeed to all rights and obligations of the Association hereunder until a qualified nonprofit corporation is formed. Said unincorporated association's affairs shall be governed by the laws of the State of New Mexico, and to the extent not inconsistent therewith, by the Declaration, the Articles of Incorporation and the Bylaws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association.

4.1.2 The President and Secretary of the Association, or any two (2) members of the Board of Directors, may execute, acknowledge and record a certificate of identity, stating the names of all of the members of the then current Board. The most recently recorded certificate shall be conclusive evidence of the identity of the persons then composing the Board in favor of any person relying thereon in good faith.

4.1.3 The affairs of the Association shall be managed by the Board of Directors, which shall exercise all of the rights and powers and perform all of the duties and responsibilities set out in this Declaration and the Articles and Bylaws for the Association.

4.1.4 The Board shall, from time to time make, establish, promulgate, amend and repeal the Rules. The Board shall prepare an annual operating statement reflecting the money received by the Association and the expenditures of the Association for each fiscal year, and shall distribute such statement to each member. The Association shall take such action, as may be reasonably necessary to enforce or carry out the purposes of this Declaration and the Rules.

Article 5 - Assessments

5.1 Mutual Covenants to Pay Assessments. Each Owner, by acceptance of a deed to a Lot or real estate contract for the purchase thereof, covenants and agrees with each other Owner and with the Association, to pay all assessments levied by the Association, as provided under this Declaration and the Bylaws, whether or not such covenant is contained in such deed or contract or other conveyance.

5.2 Lien for Non-Payment of Assessments Expenses. All sums assessed and fines imposed by the Association, including, without limitation, general assessments, special assessments, assessments for violations of this Declaration, the Bylaws or Rules, together with reasonable costs and any attorney's fees incurred in connection with the collection thereof, chargeable to any Lot or its Owner, shall constitute a continuing lien on such Lot, from the date of assessment until paid.

5.2.1 If any assessment or other charge shall remain unpaid for thirty (30) days after the due date thereof, then a late fee of \$100.00 shall be assessed and be due and owing, and the unpaid assessment or charge shall bear interest at a rate equal to twenty percent (20%) per annum, commencing on the date such assessment or charge was due, until the date paid,

5.2.2 In any suit for collection or foreclosure of such lien, the Owner shall be required to pay the costs and expenses of such proceeding, all reasonable costs of collection and all reasonable attorney's fees. The Owner shall also be required to pay to the Association any assessment due for the Lot during the period of foreclosure. The managing agent or Board shall have the power to bid on the Lot at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.

5.2.3 Any person or entity holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment due with respect to such Lot, and upon such payment any holder of such lien shall have a lien on such Lot of the same rank as the lien of his encumbrance for the amounts paid.

5.2.4 The Association shall give written notice to the Owner, and the holder of any lien on such Lot who provides a written request for the same to the Association, of any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

5.3 **Personal Debt of Owner.** Any assessment or charge against a Lot shall be the personal and individual debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments or charges shall be maintainable without foreclosing or waiving the lien securing same.

5.4 **Joint Liability for Assessments Upon Transfer of Lot.** The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the Lot at the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore; provided, however, that upon payment of a reasonable fee established by the Board, and upon written request, any such prospective grantee shall be entitled to a statement from the managing agent or Board setting forth the amount of the unpaid assessments, if any, with respect to the subject Lot, the amount of the current yearly assessment, the date that such assessment becomes due, and credits for advanced payments or for prepaid items, which statement shall be conclusive upon the Association. If such statement is not tendered by the Association within ten (10) business days of actual receipt by the Association of such request, then such requesting grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the subject Lot unless such lien has been recorded with the Rio Arriba County Clerk prior to the date the request is received by the Association.

5.5 **No Waiver of Assessments.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Greenbelt Areas, Common Areas, Common Easements or Common Facilities, by abandonment of his or her Lot, or by any other means whatsoever.

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5.6 Initial Assessment Upon Lot Purchase. Upon the closing of the initial purchase of each Lot from the Declarant, each Owner shall pay an initial assessment to the Association in the amount of \$200.00, which assessments shall be added to and held with the general funds of the Association.

Article 6 - Duties and Responsibilities of Owners

6.1 Owner's Responsibility to Repair. Each Owner shall be responsible for the maintenance and repair of his Lot and all structures located thereon, including, without limitation, the exterior of and areas surrounding the structures, the glass doors, windows and screens, the plumbing, electrical, heating and other systems servicing the structures, the parking areas, water laterals serving the Lot to the junction of the lateral with the utility line in the street, the structure's exterior surface and roof, including painting and surfacing, and for the prompt rebuilding of the structure in the event of partial or complete destruction. All maintained areas shall be kept in clean and orderly condition.

6.2 Maintenance of Landscaping. Each Owner shall maintain the landscaping of his Lot in a neat and attractive manner. All grass, mass plantings and other plantings shall be mowed, trimmed and cut as necessary at regular intervals.

6.3 Observance of Responsibilities. Each Owner shall comply with the provisions of this Article 6 and will cause the Owner's family, agents, guests, contractors, employees and any person renting or leasing the Owner's Lot to do likewise.

6.4 Rights of Action. The Association and each Owner shall have a right of action against Owners for failure to comply with the provisions of this Article 6 of the Declaration. In addition to any other enforcement rights, if an Owner fails to fulfill his maintenance responsibilities, after reasonable notice from the Association and an opportunity for the Owner to cure such failure, the Association may enter the Lot and perform such maintenance. The Board shall be entitled to recover all costs, expenses and reasonable attorney's fees incurred in the enforcement of this Article 6, and the same shall constitute a special assessment against such Lot.

Article 7 - General Provisions

7.1 Enforcement. The Association, Declarant and 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 a party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, Declarant and any Owner shall be entitled to recover all costs, expenses and reasonable attorney's fees incurred in the

enforcement of the provisions of this Declaration

7.2 Notices. Any notices required or permitted under this declaration shall be delivered to the respective addressee or deposited in the United States mails, postage prepaid, certified or registered mail, return receipt requested, addressed to the Owners at the respective addresses as shown in records maintained by Declarant or Association. Each Owner shall provide the Association with such Owner's current address. Any Owner may change his address by giving notice thereof to the Association at HC 75, Box 81, Chama, New Mexico, 87520-9705, or at such other address as may be specified by the Association to Owners and the Declarant, in writing.

1.3 Severability Invalidation of any provision of this Declaration by judgment of court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.4 Binding Effect; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that Owners holding at least seventy-five percent (75%) of the voting power of the Association (i) may, by executing, and acknowledging an appropriate instrument, at any time, change, amend, modify or revise any of said restrictive covenants, with respect to all or any portion of the Property, except as prohibited herein. Every amendment must be recorded in the Office of County Clerk, Rio Arriba County, New Mexico.

7.5 Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of Declarant, the Owners, and their respective heirs, successors and assigns, and shall run with the land.

7.6 Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein shall affect, impair, defeat or render invalid the lien or charge of any mortgage or deed of trust (mortgage) made in good faith and for value encumbering any parcel, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale with respect to a parcel.

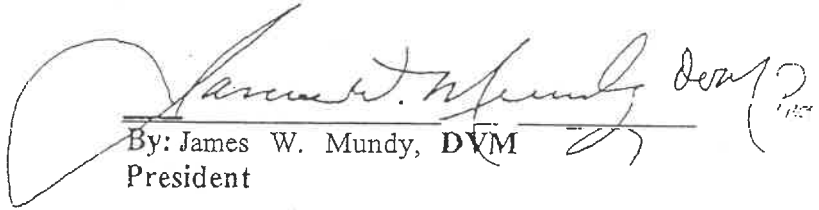
7.7 Condemnation Proceeds. Proceeds resulting from the condemnation of the Greenbelt Area, or any parts thereof, or improvements thereon, shall be used as follows:

7.7.1 If feasible, to replace or repair the Greenbelt Area, parts thereof, or improvements thereto as authorized by the Board of Directors of the Association; or

7.7.2 If, in the Board's opinion, it is not feasible to use said funds for the replacement or repair of the Common Area, parts thereof, or improvements thereto, then said proceeds shall be distributed pro-rata to each owner not in default of the covenants, conditions and restrictions of the Declaration.

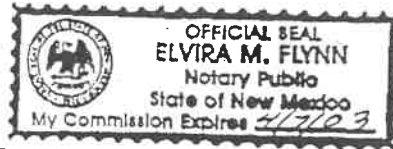
IN WITNESS WHEREOF, Declarant has executed this Declaration this
19th day of April, 2001.

Mundy Ranch, Inc.


By: James W. Mundy, DVM
President


State of NEW MEXICO }
County of RIO ARRIBA } SS

The foregoing instrument was acknowledged before me this 19 day of April, 2001 by JAMES W. MUNDY, PRESIDENT, MUNDY RANCH, INC., A NEW MEXICO CORPORATION.



My commission expires:

April 7, 2003


Notary Public

CORPORATE SEAL ATTACHED

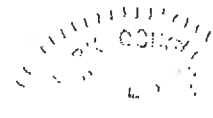
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Fishing Rules for Creeks & Ponds

- 1) Only artificial flies and lures with barbless hooks are permitted except for children 12 years of age or younger.
- 2) Absolutely no bait fishing is allowed. Children 12 years of age or younger may use worms or salmon eggs. Baits include any hand-moldable material designed to attract fish by the sense of taste or smell (i.e., "power bait"); devices which scents or smell attractants have been externally applied; foods; traditional organic baits, such as worms, grubs, crickets, leeches, minnows and fish eggs; or manufactured baits, such as imitation fish eggs, dough baits or stink baits.
- 3) Snagging fish with a lure, treble hook, snagging hook or any other device is strictly prohibited.
- 4) Fishing shall be predominately catch and release, especially in live water (it is illegal to stock live streams in New Mexico). Barbless hooks are therefore mandatory. Fish should be released as soon as possible and handled as little as possible.
- 5) The use of ANY live, dead, or cut part of fish or amphibians as bait is strictly prohibited in all waters. The prohibition includes, but is not restricted to minnows, game fish, eels, carp, goldfish, salamanders (waterdogs), frogs, and toads. The purpose of this regulation is to prevent the introduction of unwanted species or diseases.
- 6) Anglers must attend their fishing pole at all times, and the use of more than one pole, or more than one line, at a time is prohibited. For purposes of this regulation, attendance shall be defined as physically being within fifty (50) feet of their fishing pole.
- 7) Waste of fish by failing to transport the edible portions of the meat of game fish to a place for human consumption or to provide for the human consumption thereof is prohibited.
- 8) Discarding fish entrails or other fish parts in or around streams, springs, or lakes is prohibited. Fish may be cleaned while in fishing areas, but the entrails and other discarded parts must be disposed of in a proper manner (i.e., a trash can).
- 9) LITTER is prohibited. Pack it in and Pack it out is mandatory
- 10) Open fires in other than designated areas are prohibited.

211866

FILED IN THE COUNTY
CLERK'S OFFICE
AT 3:43 P.M. 10-19-99
Book 337 Page 180-199



APR 13 2000

By *S. Valdez*
County Clerk P.A. County
New Mexico

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**SECOND AMENDED
AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS**

THIS SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") is made, effective as of the date of its recording in the real property records of Rio Arriba County, New Mexico, by and through the Ticonderoga Owner's Association, Inc., a New Mexico nonprofit corporation.

Recitals

A. On or about April 19, 2001, Mundy Ranch, Inc., a New Mexico corporation ("Mundy Ranch") executed that certain Declaration of Protective Covenants (the "Original Declaration"), and caused such Original Declaration to be filed for record, on April 19, 2001, as Document No. 211866, and recorded in Book 337, at pages 180-199, in the records of Rio Arriba County, New Mexico, thereby imposing the covenants, conditions, restrictions, easements and other provisions of the Original Declaration on that certain real estate described in the Original Declaration;

B. Pursuant to the terms and provisions of the Original Declaration, by the following described instruments (the "Annexation Declarations"), Mundy Ranch and others (as the owners of record of the respective real estate respectively affected thereby), caused certain additional real estate to be subjected to and benefitted by the covenants, conditions, restrictions, easements, and other provisions of the Original Declaration:

Additional Property to Be Annexed under the Jurisdiction of the DECLARATION OF PROTECTIVE COVENANTS, executed by Mundy Ranch, and filed for record, on June 15, 2001, as Document No. 213502, and recorded in Book 345, at pages 372-373, in the records of Rio Arriba County, New Mexico;

Additional Property to Be Annexed under the Jurisdiction of the DECLARATION OF PROTECTIVE COVENANTS, executed by Elvira M. Flynn, a single woman, and Mundy Ranch, and filed for record, on June 15, 2001, as Document No. 213503, and recorded in Book 345, at pages 374-375, in the records of Rio Arriba County, New Mexico;

Additional Property to Be Annexed under the Jurisdiction of the DECLARATION OF PROTECTIVE COVENANTS, executed by Michael G. and Sandra S. Douglas, husband and wife, and Mundy Ranch, and filed for record, on June 15, 2001, as Document No. 213504, and recorded in Book 345, at pages 376-377, in the records of Rio Arriba County, New Mexico;

