

**DECLARATION OF
PLANNED RESIDENTIAL SUBDIVISION**

G&H Land Company, Inc., (hereinafter called the Developer) declares that:

ARTICLE I

Definitions

The following words and their derivations have the following meanings when used herein:

- (A) “Association” means the Deer Lake Association, a New Mexico non-profit corporation, and its successors.
- (B) “Board” means the Board of Directors of the Association.
- (C) “Common Area” means the lake area or any area designed as a “Common Area” in any Supplemental Declaration, and includes any facilities intended for common use and enjoyment in a common area.
- (D) “Declaration” means this Declaration o Planned Residential Subdivision, and any Supplemental Declaration.
- (E) “Property” means a tract or lot in Deer Lake Estates, a subdivision in Sandoval and Rio Arriba Counties, New Mexico, as the same is shown and designated on the map thereof filed in the office of the County Clerk of Sandoval County, New Mexico, on the 6th day of March, 1961.
- (F) “Regulations” means rules communicated by the Board from time to time in the manner permitted by the Constitution and by-laws and Articles of Incorporation of the Association.
- (G) “Supplemental Declaration” means any instrument which amends or terminates the Declaration, or which accomplishes some action taken under the Declaration, and which has been executed and acknowledged in the manner required by the Declaration and recorded with the Sandoval County Clerk.
- (H) “Restrictive Covenants” means the Covenants set forth by the Developers.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. MEMBERSHIP. Every person or entity who is a record owner of property will be a Member of the Association (hereinafter called a Member). The rights of membership, including the right to participate in Association affairs, the right to vote, and the right to use the Common Area, are subject to suspension by the Board during any period in which any dues or assessments payable by the Member remain unpaid, and for a period of not more than thirty (30) days for an infraction of the Declaration, or of the Articles of Incorporation, by-laws, or Regulations of the Association.

Section 2. ASSOCIATE MEMBERSHIP. Every person renting or leasing property shall be an Associate Member of the Association (hereinafter called an Associate Member). The rights of Associate Members include the right to participate in Association Affairs and the right to use the Common Area but not the right to vote.

The Associate Members are subject to suspension by the Board during any period in which the dues or assessments payable by the Member remain unpaid, and for a period of not more than thirty (30) days for an infraction of the Declaration, or of the Articles of Incorporation, by-laws, or Regulations of the Association.

Section 3. VOTING RIGHTS. All members will have one (1) vote for each property owned. In case a property is owned by two or more people or entities all will be Members, and the vote for the property will be exercised as they among themselves determine, but no more than one vote may be cast with respect to any property.

ARTICLE III

The Common Areas

Section 1. USE OF COMMON AREAS. The Common Areas are intended for, and are restricted to, the use established by Association Regulations and Restrictive Covenants by the Developer. Every Member and Associate Member has a right to use the Common Areas, and that right is appurtenant to, and passes with, the Member's property or the Associate Members rental property. Any Member or Associate Member may in the manner provided by the Association's by-laws extend that right to members of the Member's or Associate Member's family or guests.

Section 2. EXTENT OF MEMBER'S RIGHT TO USE. The right of a Member or Associate Member to use the Common Areas is subject to the right of the Association:

- (a) To suspend the use rights of any Member or Associate Member for any period during which the membership rights of the Member or Associate Member are suspended; and
- (b) To charge reasonable admission and fees for the use of Common Areas; and
- (c) To publish regulations governing use of the Common Areas and the personal conduct of the Members and Associate Members and their guests thereon.

ARTICLE IV

Dues and Assessments

Section 1. LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS. The Developer by this Declaration and each Member by acceptance of indicia of ownership of a property or rental property, whether or not it is expressed in the indicia, promises to pay to the Association for each property or rental property (a) annual membership dues, (b) special assessments, (c) interest at 10% per annum from delinquency, (d) costs of collection including attorney's fees and court costs, and (e) any other expenses related to the collection of dues and special assessments.

Section 2. PURPOSE OF MEMBERSHIP DUES AND ASSESSMENTS. The membership dues and assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the property, and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas and of the property, including but not limited to, the payment of taxes and insurance, repair, additions thereto, and for the cost of labor, materials, equipment and supervision of the Common Areas.

Section 3. ANNUAL MEMBERSHIP DUES. The Board will set the Annual Membership Dues amount for each calendar year beginning April 1 through March 31. The Annual Membership Dues per property may not exceed \$30.00 per year. Any change of an amount over \$30.00 per year per property will be effective when a Supplemental Declaration setting forth the change is executed, acknowledged, and caused to be recorded with the Sandoval County Clerk by the Association Officers.

Section 4. SPECIAL ASSESSMENTS. The Association, with the approval of a majority of the Members present at a regular or special Association meeting, may levy a special assessment to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement, of a particular capital improvement in the Common Area or purchase of Common Areas. The special assessment will be effective when a Supplemental Declaration setting forth the resolution is executed, acknowledged, and caused to be recorded with the Sandoval County Clerk by the Association Officers.

Section 5. RECORD KEEPING. The Association will send each Member notice of the Amount, Payment Schedule, and Due Date of the assessment against the Member's property. The Association will keep accurate records of the amount of assessment against each property, the payment schedules and due dates, and the payments thereon, which will be open to inspection by any Member. The Association will on demand at any time furnish to a Member a certificate signed by an Association Officer setting forth whether the assessment on the Member's property has been paid.

Section 6. THE REMEDIES OF ASSOCIATION FOR NON-PAYMENT OF ASSESSMENTS AND DUES. If any installment of an assessment or dues is not paid within thirty (30) days after it is due, it is delinquent. When the assessment is delinquent, the Board may declare the entire assessment against the property due and payable, and the Association may bring a civil action to enforce payment of the personal obligation, or to foreclose the lien against the property or both.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment will be subordinate to the lien of any mortgage placed upon the property; however, such subordination applies only to assessments due before a sale or transfer of the property pursuant to a decree of foreclosure, or any transfer in lieu of foreclosure. The sale or transfer does not relieve the property from the liability for or lien of assessments thereafter becoming due.

ARTICLE V

Restrictive Covenants

Section 1. AREA OF APPLICATION. The residential area shall apply to tracts number 1 to 155. No tract shall be used except for private residential purposes.

Section 2. BUILDINGS.

(a) Tracts of 1/2 acre or less shall be permitted one detached single family building for private residential use and such outbuildings as may be convenient and proper for use and occupancy of the tract by such family.

(b) Tracts in excess of 1/2 acre shall be permitted one single building for private residential use, but not more than two(2) families may occupy, and such buildings as may be convenient and proper for use and occupancy of the tract by such families.

(c) No building shall be located on any tract less than fifteen (15) from tract boundary.

(d) No obstruction, structure, improvement, building or outbuilding shall be placed within ten (10) feet of the centerline of any water course, regular, intermittent or otherwise and not so placed upon any tract in a manner that would alter or interfere with the natural drainage of the tract.

(e) The disposal field for any septic tank situated on any tract shall be so located and constructed that its outside limits will be at least fifteen (15) feet from any exterior boundary line of the tract.

(f) Building codes for Sandoval, Rio Arriba Counties and the State of New Mexico shall be followed for buildings and septic systems and water wells.

Section 3. No livestock or poultry raising will be permitted.

Section 4. EASEMENTS. The following easements are reserved:

(a) An easement of five (5) feet in width adjacent to all tract lines for utility purposes.

(b) An easement of ten (10) feet in width on each side of the common boundary between tracts numbered:

- 10 and 11
- 12 and 20
- 19 and 20
- 47 and 48
- 46 and 52
- 49 and 51.

The foregoing easement is for general access purposes.

(c) An easement of ten (10) feet in width on each side of the centerline of Turkey Creek being a natural watercourse running through or adjacent to the following tracts: 40, 46 to 49 inclusive, 51 to 56 inclusive, 60 and 62. The foregoing easement is for general access purposes.

Section 5. The owner of any tract shall have a non-exclusive right to use the lake situated on Deer Lake Estates for recreational purposes only, subject to such uniform regulations and by-laws as may be established from time to time by the Association. Such use is permissive only and there shall be no duty imposed on the owner of such lake to maintain it or supervise its use and in no event shall such owner be liable for damages of any sort to persons or property occasioned by the existence or use of such lake.

Section 6. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these Covenants are recorded and for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said Covenants in whole or in part.

Section 7. Enforcement shall be by procedures at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. These Covenants may be enforced by the owners of any tract in said subdivision.

Supplement to the
Declaration of Planned Residential Subdivision
Deer Lake Estates
Sandoval County, New Mexico
Rio Arriba County, New Mexico

Article IV, Dues and Assessments, Section 3, Annual Membership Dues is modified to read as follows:

Section 3. ANNUAL MEMBERSHIP DUES. The Board will set the Annual Membership Dues amount for each fiscal year beginning April 1 through March 31. The Annual Membership Dues per originally platted property may not exceed \$100.00 per year. Any change of an amount over \$100.00 per year per property will be effective when a Supplemental Declaration setting forth the change is executed, acknowledged, and caused to be recorded with the County Clerk's of Sandoval County and Rio Arriba County by the Association Officers.

(This supplement to the Deer Lake Estates Declaration of Planned Residential Subdivision was accepted by the Association Board of Directors at their October 7, 2006 meeting, and subsequently filed with the Sandoval County Clerk.)

Larry A. Wiles, President
Deer Lake Association

Date