

Book 509 Page 4418

**SECOND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PINON SPRINGS RANCHES  
(Socorro County, New Mexico)**

THIS DECLARATION is made this 7th day of June, 2004, by New Mexico Land & Ranches, Inc., a New Mexico corporation, hereinafter called "Declarant"

**RECITALS**

A. The purpose of this Declaration is to establish a general plan for the development, sale, lease and use of the Project in order to protect and enhance the value and desirability of the Property. Also, to preserve the natural beauty, view and unspoiled state of the Property. The Declarant declares that all of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Parcels and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each membership shall be deemed to be conveyed or encumbered with its respective Parcel even though the description in the instrument of conveyance or encumbrance may refer only to the Parcel.

B. The Declarant is the owner of certain real property located in Socorro County, New Mexico, which is more fully described in Exhibit A attached hereto and also known as Pinon Springs Ranches as per plats filed or to be filed with the County Clerk of Socorro County, New Mexico. The Declarant desires and intends to subject the Property to the protective covenants, conditions, charges, liens, restrictions, easements and reservations hereafter set forth.

**ARTICLE I  
DEFINITIONS**

Terms used in this Declaration having initial capital letters but not otherwise defined in this Declaration shall have the meanings specified below:

- A. **"Association"** means the Pinon Springs Ranches Homeowner's Association, Inc., a New Mexico nonprofit corporation, its successors and assigns.
- B. **"Declarant"** means New Mexico Land & Ranches, Inc., and the successors and assigns of its rights and powers hereunder.
- C. **"Declaration"** means this entire document as amended from time to time.
- D. **"Member" or "Members"** means a member or members of the Association, including the Declarant so long as Declarant is the Owner of one or more Parcels.
- E. **"Mortgage"** means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Parcel or Parcels that is prior to the lien of any other deed of trust or realty mortgage.
- F. **"Owner"** means a record holder of beneficial or equitable title and legal title if legal title has merged with the beneficial or equitable title, whether one or more persons or entities, to the fee simple interest in any Parcel, including Declarant. Owner shall not include: (i) a Person having an interest in a Parcel merely as security for the performance of an obligation; or (ii) a tenant of a Parcel.
- G. **"Parcel" or "Parcels"** means a portion of the Project intended for independent ownership and use and designated as a Parcel on the Recorded Survey Plat showing said Parcel(s), either individually or collectively as the case may be as such divisions may be allowed by law.
- H. **"Person"** means a natural person or a corporation, Limited Liability Company, partnership, joint venture, trust or any other legal entity.

Second Amended Declaration of Covenants, Conditions and Restrictions for Pinon Springs Ranches  
New Mexico Land & Ranches, Inc.  
PO Box 448, 113 Abeytia Ave., Ste A, Socorro, NM 87801  
505-835-1008

589 4419  
I. "Property" or "Project" means the real property described on Exhibit "A", attached to this Declaration, together with all improvements located thereon. The Property is comprised of the Pinon Springs Ranches development.

J. "Recorded Survey Plat" means the maps of the Pinon Springs Ranches development recorded in the office of the Socorro County Clerk and Recorder in Socorro County, New Mexico and all amendments, supplements and corrections thereto and any subdivision map recorded against any supplements and corrections thereto.

K. "Restrictions" means the covenants, conditions, charges, liens, restrictions, easements and reservations contained or referred to in the Declaration, as it shall be amended from time to time.

L. "Transition Date" means that date specified on which the Declarant transfers control of the Association to Owners which at such time at least seventy-five (75%) percent of the Parcels have been sold or later, at Declarant's option.

#### ARTICLE 2 ASSOCIATION.

A. The Declarant has established the Association as a New Mexico nonprofit corporation named "Pinon Springs Ranches Homeowner's Association, Inc."

B. The purpose of the Association is: (1) To maintain and improve; (a) the roadways, gates, fences and roadway drainage facilities within the Property; (2) To enforce the Restrictions; (3) To engage in any lawful activities which are determined by the Association to be in the best interest of the Association, the Members, or the Property and to promote the health, safety and welfare of the Members. The Association shall take necessary and appropriate action for the maintenance, repair, replacement, and management of roadways referred to above and shall have the right to enter upon a Parcel, if reasonably necessary, in order to take such action. The Association may take such action, as the Association deems appropriate to maintain or repair the facilities referred above.

C. Each and every Owner, in accepting a deed or contract for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by in testate succession, testamentary disposition, foreclosure of a deed of trust or a Mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of New Mexico. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner as a member shall have such voting rights that are set forth in this Declaration.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions and to hire its own employees to do so. The Association shall have the power to obtain appropriate insurance, to create reserves, and to issue rules and regulations.

E. The Association shall, on an annual basis, make a determination of the estimated costs of liability insurance, operating costs and the repair and maintenance of the roadways as shown on the Recorded Survey Plat or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The Association shall furthermore allocate such estimated costs for roadway. Regular annual assessments shall include the cost of roadway maintenance and repair within the Project. Assessments shall be charged to each applicable Owner on a flat-fee per year basis. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed.

F. Each Owner shall pay: 1) Regular assessments for normal maintenance and repair and reserves, along with liability insurance and operating costs 2) Special assessments for capital improvements with such assessments to be established by the Association. For each Parcel, the applicable regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorney's fees, shall be a lien on the Parcel. Each Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation or delinquent assessments shall not pass to the Owner's successor; PROVIDED, HOWEVER, the obligation to pay the same shall be a continuing lien on the applicable Parcel.

G. Each Owner, other than Declarant, shall be responsible to pay the regular assessment, which will be assessed as of the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial or equitable title to the Parcel. The Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Declarant shall not be responsible for comparable assessments on each Parcel owned by it. However, Declarant may be responsible for providing labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal Parcel assessment for each Parcel owned by it, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities until the Transition Date or earlier, at Declarant's option.

Second Amended Declaration of Covenants, Conditions and Restrictions for Pinon Springs Ranches  
New Mexico Land & Ranches, Inc.  
P.O. Box 448, 113 Abeytia Ave., Ste. A, Socorro, New Mexico 87801  
505-835-1008

589 4420

H. The amount of regular assessments shall be set by the Association on an annual calendar year basis, for at least the amount sufficient to cover the estimated costs established for the upcoming year (minus any revenues received by Lessee). The Association shall fix the amount of the regular assessments at least thirty (30) days prior to the end of the calendar year. Written notice of the assessments shall be sent to every Owner and shall state the payment due date as established by the Association. Said payment is to be paid within 30 days of the assessment due date. The amount of the initial regular assessments shall be two hundred dollars (\$200.00) per Parcel, per year (regardless of Parcel size). Any parcels created from the division of any 140 acre parcels shall be treated as any other parcel within the Pinon Springs Ranches development. ( i.e. covenants, Homeowner's Association fees and any other assessments)

**DECLARANT SHALL MAINTAIN THE COMMON ROADWAYS UNTIL THE TRANSITION DATE OF THE ASSOCIATION.**

I. In addition to the regular assessments as set forth above, the Association may set special assessments if the Association determines that such is necessary to meet the primary purposes of the Association. Special assessments shall be established by sixty-six (66%) percent of the number of votes cast by members representing a fifty-one percent (51%) quorum. Any special assessments shall be allocated and charged on the same basis per Parcel as regular assessments.

J. All sums assessed by the Association chargeable to a Parcel, but unpaid, shall constitute a lien on such Parcel prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association may foreclose the Association lien in a like manner as a foreclosure of a real property deed of trust or realty mortgage. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

K. The total number of votes in the Association shall be on the basis of one (1) vote per Owner per Parcel. The Declarant shall have nine (9) votes for each such Parcel it owns. Unless otherwise specifically provided herein or in the Bylaws, all Association matters shall be determined by a majority vote (i.e., a majority of the votes cast) so long as quorum requirements are met. If more than one party is the Owner of a Parcel, they are still entitled to only one (1) vote so all parties must be in agreement. Any action requiring a vote of the members that the Association may take at any annual, regular or special meeting may take place one of three ways: 1) In person at a meeting. 2) By written proxy at a meeting. 3) By written ballot received prior to or in lieu of a meeting according to the terms stated in the Bylaws.

L. The members of the Association shall elect the board of directors who shall have the power to adopt Bylaws and appoint officers, as well as promulgate reasonable rules and regulation relating to the matters within its purpose. Unless otherwise stated herein, the directors shall conduct the affairs and exercise the powers of the Association

M. Where the holder of a Mortgage, including Declarant, obtains title to the Parcel as a result of foreclosure sale, trustee's sale, or deed in lieu of foreclosure, of said Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

N. In the event the Association determines that any Owner has not complied with the provisions of this Declaration, the Association may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of with fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association in the same manner any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation complained of.

O. The Declarant will maintain control of the Association and may act as its board of directors until its Transition Date. The Transition Date to be at such time as seventy-five percent (75%) percent of the Parcels have been sold or later, at Declarant's option.

P. The Declarant shall notify the Association members in writing of the Transition Date on or about thirty (30) days prior to said Transition Date. The Declarant, as the Association's initial board of directors shall call a meeting of Owners (aka; members of the Association) for the purpose of taking over the operation of the Association. Prior to said meeting, the Association members shall elect, by a majority of the votes cast by members meeting the 51% quorum requirement, a minimum of three (3) and a maximum of five (5) persons to the board of directors with the election results to be announced at the meeting. So long as Declarant owns any Parcels at the time of the Transition Date, it may exercise its voting rights by casting the number of votes it still retains at the time. The transition meeting may also constitute an annual meeting as defined in the Bylaws. The newly elected directors may hold their first director's meeting immediately following the transitional meeting for the purposes of electing officers and conducting any other business of the directors. Thereafter, all affairs of the Association shall be conducted by the board of directors and such officers that the board may elect or appoint in accordance with the Articles and Bylaws, as they may be amended from time to time.

Second Amended Declaration of Covenants, Conditions and Restrictions for Pinon Springs Ranches  
New Mexico Land & Ranches, Inc.  
P.O. Box 448, 113 Abeytia Ave., Ste. A, Socorro, New Mexico 87801  
505-835-1008

509 4421

Q. The Association may employ or contract for maintenance of roadways and assess members for the cost thereof.

**ARTICLE 3  
RESTRICTIONS**

**A. Single Family Residential and Recreational Use Only:** All Parcels shall be used for residential and recreational purposes only provided; however, livestock may be kept pursuant to conditions set forth herein. Notwithstanding anything contained in this Paragraph this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the residence; does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses shall be in compliance with New Mexico State Building Codes and if applicable, Socorro County zoning regulations and permitted uses.

**B. Dwelling Type:** There shall be only one single-family dwelling allowed per Parcel. Said dwelling shall have a minimum square footage of four-hundred (400) square feet of living space (not including camps or accessory structures). One guest cottage is permitted so long as it does not exceed twelve-hundred (1200) sq ft. of living space. All dwellings within or on a Parcel must share the same septic system, water and power systems. The finished exterior shall be in harmony with its' natural surroundings. Septic permits must be obtained and the septic system installed and completed prior to placement of home. Building permits will be required by the State of New Mexico. Construction must be completed within twelve (12) months from beginning. No building or structure will be more than thirty (35) feet in height at its highest point from grade. Two-family and/or multi-family dwellings are prohibited. Singlewide Mobile Homes are prohibited. Doublewide Mobile Homes or Modular Homes are allowed so long as they do not exceed two (2) years in age from the date of manufacture to the date of installation. All dwellings that are to be used as residences must be on permanent foundations. The outside finish of all buildings must be completed within twelve (12) months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of earth tone colors harmonious with the existing environment. Any parcel 140 acres in size or larger shall be allowed to have a maximum of six (6) single-family dwellings. Single-family dwellings on parcels 140 acres in size or larger shall be exempt from having to share septic systems, water and power systems.

**C. Temporary Structures:** No structure of temporary character, recreational vehicle, camper unit, trailer, travel trailer, mobile home, basement, tent shack, garage, accessory building or other out-building shall be used on any Parcel as a residence. A travel trailer, recreational vehicle, tent or camper unit may be used for recreational purpose, but such structures shall not be allowed to remain on any parcel for more than nine (9) months during a calendar year, unless the occupant has been issued a building permit by Socorro County and is diligently proceeding to construct a permanent residence on a Parcel, so long as permitted by Socorro County regulations, for a period not to exceed twelve (12) months.

**D. Sanitary Facilities:** All dwelling's and/or living quarters shall be self-contained, connected to a septic system, waterless toilet, or other alternative waste disposal system which has been designed by and approved by an engineer licensed in the state of New Mexico. Permits must be obtained from the appropriate governmental agency. All liquid waste disposal systems must be designed and approved by an engineer licensed in the state of New Mexico. Liquid waste disposal systems shall be located as not to potentially contaminate or pollute any drinking water supply, water course or body of water; are to be located so as not to potentially degrade recreational resources; located as not to create a nuisance; the distance between a well and an absorption field or a tank used as a part of an individual liquid waste disposal system must be no less than one hundred feet (100'); and the distance between an absorption field or tank used as a part of an individual liquid waste disposal system and the nearest boundary of a floodway must be no less than one hundred feet (100').

**E. Additional Subdivision of Parcels:** No Further subdivision of Parcels smaller than 140 acres is allowed. Parcels 140 acres or larger in size may be subdivided into parcels no smaller than 35 acres in size provided that Owner obtains the approval of any and all governmental agencies as per New Mexico State and County regulations.

**F. Clubs:** With the exception of the Association, no other buildings used primarily as clubhouses or meeting facilities shall be allowed to be constructed or placed on a Parcel or within the Project.

**G. Vehicles:** Any motor vehicle under repair or inoperable may not be parked on any roadway, driveway, or other easement. When said vehicles are parked on a Parcel, such motor vehicles must be hidden by walls, fences, screens, or foliage, so as the vehicle is not to be visible from roadways or other Parcels. All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor.

**H. Trash:** No Parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Parcel except in covered containers and screened from view from adjacent Parcels. Burying or dumping of garbage, junk, trash, oil, petroleum or other liquid or solid waste or littering of any kind on any Parcel is strictly prohibited.

Second Amended Declaration of Covenants, Conditions and Restrictions for Pinon Springs Ranches  
New Mexico Land & Ranches, Inc.  
P.O. Box 448, 113 Abeytia Ave., Ste. A, Socorro, New Mexico 87801  
505-835-1008