

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
AND GRANT OF EASEMENTS FOR VISTA DE ORO DE PLACITAS**

VISTA DE ORO DE PLACITAS, a New Mexico Limited Partnership, hereinafter called "Declarant," being the owner of real property as described in the attached "EXHIBIT A¹", and made a part hereof, situated in Sandoval County, New Mexico, has established a general plan for the improvement and development of said real property, and does hereby establish these covenants, conditions, restrictions and reservations, and grant to each respective owner the easements provided herein, upon which and subject to which all Lots and portions of such Lots shall be improved or sold and conveyed by Declarant as owner thereof. These covenants, conditions, restrictions, reservations and easements shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- 1.1 "Property" shall mean and refer to that certain real property described above, or any part thereof.
- 1.2 "Common Facilities" shall mean and refer to that part of the Property, including all existing and subsequently provided improvements thereon, owned by the Vista De Oro De Placitas Owners Association, Inc. for the common use, benefit, and enjoyment of the members of the Association. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on a portion of one or more Lots or on acreage owned by Declarant which is not a part of the Common Properties. Common Facilities may include, but are not limited to, the following: well sites and/or water cooperatives, structures for storage and protection of equipment, fences, walls, common driveways, landscaping, guardhouses, street lights, private access easements, and any portion of public roads not accepted for maintenance by the County of Sandoval, and other similar appurtenant improvements.
- 1.3 "Common Properties" shall mean and refer to all those areas of land within the Property owned by the Vista De Oro De Placitas Owners Association or added in the future for the benefit and enjoyment of all Owners.
- 1.4 "Lot" shall mean and refer to any parcel of land shown and numbered as a lot upon any recorded subdivision map of all or part of the Property, including the initial map of Vista De Oro De Placitas.
- 1.5 "Association" shall mean and refer to Vista De Oro De Placitas Owners Association, Inc., a non-profit New Mexico Corporation, its successors and assigns.
- 1.6 "Member" shall mean and refer to every person or entity holding membership in the Association.
- 1.7 "Declarant" shall mean and refer to Vista De Oro De Placitas, a New Mexico Limited Partnership, the General Partners being Orville H. Utrup and Kathryn M. Utrup, their successors and assigns.

¹ Not included

1.8 "Owner" shall mean and refer to that person or persons, who are the owners of record fee simple title to the respective Lots, provided that where a person has record ownership merely as security for the performance of an obligation "Owner" shall mean and refer to the obligor of that obligation. "Owner" shall include, without limitation, natural persons, corporations, and trustees.

1.9 "Architectural Control Committee" shall mean and refer to the committee provided for in Article VII of this Declaration.

1.10 "Rules and Regulations" shall mean and refer to those rules and regulations which are adopted by the Association regulating the use of the Common Properties and Common Facilities within the Property together with other matters required in order to preserve and maintain a harmonious relationship among and between each Owner of a Lot in the Property.

1.11 "Drainage Way" shall be any area designated on the Plat as such and in addition shall include any and all arroyos, sedimentation basins, culverts or bar ditches located, designated or constructed on the Property.

1.12 "Private Waste Disposal Systems" shall mean and refer to any septic tank, septic system, evapotranspiration, aerobic, or other system for the disposal of sewage or waste from a residential structure including all pipes, fittings, lines and other related equipment or attachments thereto.

1.13 "Water Cooperative" shall mean and refer to any cooperative association of which an Owner is a member, established pursuant to applicable law, for the purpose of providing domestic water service to a Lot.

ARTICLE II

PERMITTED RESIDENTIAL STRUCTURES, IMPROVEMENTS AND ARCHITECTURAL GUIDELINES

2.1 USES. All Lots shall be used and occupied for single family residential purposes only. No building, or structure intended for or adapted to business purposes shall be constructed on any Lot, and no apartment house, duplex, trailer, mobile home, modular home, kit home, pre-fabricated home, lodging house, rooming house, hospital, sanatorium or doctor's office, or multiple-family dwelling shall be erected, placed, permitted, or maintained on any Lot. Furthermore, no more than 50% of the construction of a building may be off-site. No improvements or structure whatever other than a first-class private dwelling house, patio walls, and customary out buildings, garage, or guesthouse may be erected, placed or maintained on any lot. Prior to commencement of any construction on any Lot, 2 sets of plans and specifications therefore shall be approved by the Architectural Control Committee as provided by Article VII hereof.

2.2 DESIGN AND STYLE. All structures and improvements shall be constructed in Southwestern New Mexico Pueblo, New Mexico Territorial, or Spanish Mission Architectural Style, utilizing traditional New Mexico materials, including adobe, clay masonry unit, frame, rammed earth, or other materials may be approved by the ACC. All exterior finishing shall be stucco or comparable material and be of natural earth tones as approved of in writing by the ACC. Flat roofs are encouraged.

2.3 EXTERIOR COLOR SCHEMES AND MATERIALS. The ACC shall have the right to impose limitations on the exterior color and building materials, including but not limited to roofing materials,

trim, heating and air conditioning equipment, garage doors, window trim, satellite dishes (refer to section 3.3) or any other exterior component of the structure.

2.4 HEIGHT LIMITATIONS. The ACC shall have the right to impose limitations on a lot by lot basis on the height of any structure or improvement to preserve lines of sight and views enjoyed by neighboring properties and to insure adherence to subdivision design and architectural style. Unless otherwise determined by the ACC, building heights are not to exceed 18 feet, exclusive of chimneys, from the high point of the Lot within a distance of 25 feet from the site of the house. The ACC reserves the right on a steeply sloped lot to additionally restrict the height from the point where the structure breaks ground to the crest or high point of the roof as to ensure and protect the views of neighboring properties.

2.5 SETBACK LINES. No building, structure, fence, out building, or appurtenance of any nature shall be located closer than 25 feet from any Lot boundary and/or roadway easement, except that the Architectural Control Committee may, for good cause shown, waive this requirement.

2.6 MINIMUM SQUARE FOOTAGE. All single-family residential structures shall have a floor area of not less than one thousand eight hundred (1,800) square feet, exclusive of portals, porches (open and enclosed), patios, garages, balconies or decks.

2.7 DRIVEWAYS. All driveways or parking areas used for parking vehicles shall be graveled, paved in concrete or be constructed of another permanent hard surface which has been approved by the ACC.

2.8 GARAGES. No garage or other out building shall be placed, erected, or maintained upon any Lot except for use in connection with a residence already constructed or under construction at the time that such garage or other out building is placed or erected upon the Lot. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such residence. All garages must be enclosed and be of adequate size to house a minimum of two cars. No carports shall be allowed unless approved of in writing by the ACC.

2.9 GATES, WALLS AND FENCES. Fences are permitted to enclose approved lawn, garden and patio areas within the immediate vicinity of the single-family residential structure. Lot lines shall not be fenced. All gates, walls and fences must be approved of in writing by the ACC.

2.10 TANKS, AIR CONDITIONERS, EVAPORATIVE COOLERS AND HEAT PUMPS. The ACC shall have the right to approve the location of any tank, air conditioner, evaporative cooler or heat pump used or proposed in connection with a single-family residential structure, including propane tanks, and tanks for storage of water. Propane tanks shall be buried. No tanks, air conditioners, evaporative coolers or heat pumps shall be allowed on the roof of any residential structure or permitted out building unless approved by the ACC. If approval by the ACC is granted, all air conditioning, heating and other equipment placed on the roof must be shielded from view by screening or a covering that blends or is compatible with the improvement or structure to which it is attached.

2.11 DRAINAGE MANAGEMENT. Each Lot owner is required to comply with the requirements of the Coronado Soil and Water Conservation District in managing drainage created by roofs, driveways and parking areas. The ACC has the right to require additional measures to insure that erosion and drainage onto adjoining properties is kept to a minimum.

2.12 PRIVATE WASTE DISPOSAL SYSTEMS. Private waste disposal systems shall be constructed or allowed to remain or to be used on any Lot only when approved as to design, capacity, location and

construction by all appropriate public health agencies including the State of New Mexico Environmental Improvement Division.

ARTICLE III

RESTRICTIONS

3.1 OCCUPANCY. No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence on any Lot, when completed, be in any manner occupied until made to comply with the plans approved by the ACC, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within twelve months from the start thereof, provided, that the ACC may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary out building, mobile home, trailer or other temporary structure shall be placed or erected upon any Lot unless approved by the ACC. Rental of any guesthouse on any Lot is prohibited; the occupancy thereof shall be limited to either guests or servants.

3.2 NATIVE GROWTH. The native growth on each Lot shall not be permitted be destroyed or removed except for access to property, clearing of building site, or establishment of lawns arid flowers within the immediate vicinity of the dwelling or as approved in writing by the ACC. In the event such growth is removed, except as stated above, the ACC may require the re-planting or replacement of same, the cost thereof to be borne by the owner.

3.3 UTILITY LINES, RADIO AND TELEVISION ANTENNAS, SATELLITE DISHES, POLES, WINDMILLS AND TOWERS. All new electrical service and telephone lines shall be placed underground and no electrical lines shall be placed overhead, but this restriction may be waived by the ACC. No windmills, wind generators, towers or visible antennas used for the transmission or reception of television signals, including, satellite dishes, radio signals or other forms of electromagnetic radiation shall be erected, used or maintained on any Lot without prior approval of the ACC. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas. No light, flag or other poles may be erected on any part of the Property, with the exception of a flagpole used to fly the American flag in accordance with the Freedom to Display the American Flag Act of 2006 and the United States Flag Code. The following restrictions apply to flag poles and American flag display:

- a. An American flag not to exceed 4'6' in size may be displayed on a telescoping and removable flagpole of a height not to exceed the lesser of (i) 20 feet or (ii) the height of the residence;
- b. Only the American flag may be displayed, and only one flag may be displayed per property.
- c. At all times, display of the American flag must be in accordance with the United States Flag Code.
- d. Being respective of the lighting standards and regulations set forth by Sandoval County Planning and Zoning to ensure preservation of dark skies, the flag should only be displayed from sunrise to sunset.
- e. Residents must submit a request to the ACC for approval of the flagpole placement prior to installation. This request should detail placement of the flag pole on the lot. The ACC may require modification to the location to reduce impairment of the views of adjacent homeowners. Placement of the flagpole must be in accordance with all required setbacks established by these CCRs and applicable Sandoval County ordinances and regulations.

3.4 MINING. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, placed or permitted upon the Property nor shall any oil, natural gas or minerals of any kind be produced or extracted therefrom.

3.5 SIGNS. Other than a standard 18" x 24" "FOR SALE" sign with one applicable information rider, no sign, billboard, or advertising structure shall be erected or maintained on any Lot or Roadway easement within the subdivision unless approved in writing by the ACC or otherwise consistent with signage rules issued by the ACC. Temporary "OPEN HOUSE" signs are allowed for the duration of the Open House at the site of a home for sale and to provide direction to the public to locate the home. No such signage shall be permitted to remain in place overnight. Other than a temporary "OPEN HOUSE" sign, no signage of any type will be allowed at the entrance to the Subdivision. No signs of any character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. Nothing herein shall be construed to prevent the Declarant or the Developer from erecting, placing or maintaining sign structures and offices as may be deemed necessary by either for the sale of Lots within the Subdivision.

3.6 VEHICLES. No commercial vehicles, heavy equipment, motor homes, mobile homes, trailers, boats, trucks or other vehicles larger than passenger cars shall be parked or stored on or adjacent to any Lot unless first approved by the ACC. All vehicles other than passenger cars are to be kept from view by a fence, an adobe or stucco wall, as approved by the ACC, or are to be kept in a garage completely enclosed unless first and otherwise approved by the ACC. The use of motorcycles shall be limited to those which have been approved and are legal for street use. Such use shall be limited to the public streets. No off-road use of any vehicle shall be permitted. No vehicle of any kind shall be allowed to park overnight for a period of more than three days on any dedicated or private roadway within the Subdivision.

3.7 ANIMALS. No animals shall be kept or stabled on any Lot except as expressly permitted herein. Pets of the customary household variety may be kept on any Lot but only in accordance with the Rules and Regulations of the Association. All such pets shall be confined so as to keep them from escaping from the owner's Lot.

3.8 NUISANCES. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or for the storage of any substance, thing or material that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept or placed upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding properties.

3.9 HUNTING, TRAPPING, FIREARMS AND EXPLOSIVES. Hunting, trapping and discharge of firearms or other explosives are expressly prohibited within the Subdivision.

3.10 DUMPING. Dumping of trash, land fill, solid waste or any type of refuse is expressly prohibited within the Subdivision.

3.11 GARBAGE, GARBAGE CONTAINERS AND CONSTRUCTION DEBRIS. No garbage or trash shall be placed or kept on any Lot except in covered containers. The ACC shall have the right to require each Owner to determine a specific location for trash service. All trash containers are to be stored out of view from adjoining properties. During construction, materials shall be neatly stored and placed in suitable containers or retained in a manner to prevent them from being blown or otherwise removed to adjoining properties. Should the lot owner, his contractors or agents allow material or debris to be blown or removed to other premises, they shall be promptly cleaned up by said owner, contractors or agents.

Should the said owner, contractors or agents fail to clean up the other premises, the ACC may, after 48 hours notice posted on the premises, contract to remove the trash and debris and assess the cost against the property of said owner in the same manner as other assessments provided for in the covenants.

3.12 MAINTENANCE OF EXISTING STRUCTURES. All buildings, structures and grounds within the Subdivision shall at all times be kept in good condition and repair and shall be adequately painted or otherwise finished. No building, structure or grounds upon the Property within the Subdivision shall be permitted to fall into disrepair. Such duty to repair shall include the maintenance of any exterior structures and finish which was included in the plans approved by the ACC.

3.13 DIVISION OR COMBINATION OF LOTS. No lot shall be resubdivided. With the approval of the ACC, two or more contiguous Lots may be combined by one Owner for the purposes of building one single-family dwelling thereon. In the event of any such combination, which shall be deemed to have occurred at such time as the construction of such improvements shall leave been commenced, and continuing for so long as such Lots shall be so improved by the location thereon of one single-family dwelling, such combined Lots shall be treated as a single Lot for all purposes of this Declaration.

ARTICLE IV

THE ASSOCIATION

4.1 OBJECTS AND MEMBERSHIP. For the purpose of constructing, operating, and maintaining the roadways, Common Facilities, traffic control, general planting and landscaping within the roadways and Common Properties, of establishing and enforcing Rules and Regulations for the betterment of the Property, and constructing, operating and maintaining all common community services of every kind and nature, including but not limited to water cooperatives, fire protection, police protection, drainage, garbage and trash collection, and cable television, required or desired within the Property for the general use and benefit of all Owners, each and every owner, in accepting a deed or contract for any Lot in the Property, agrees to and shall be a member of the Association and be subject to the Association's duly enacted Articles of Incorporation, Bylaws, Rules and Regulations. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 POWERS. The Association shall have the power to (i) construct, maintain, operate, repair, landscape, plant and otherwise manage the roadways, Common Properties and Common Facilities from time to time situated or placed thereon; (ii) purchase and maintain policies of public liability and hazard Insurance with respect to the roadways, Common Properties and Common Facilities; (iii) pay all ad valorem real property taxes and all special improvement or other assessments levied and assessed against the roadways, Common Properties and Common Facilities; (iv) construct, maintain and operate all community services of every kind and nature, including but not limited to well sites and/or water cooperatives, fire projection, police protection, drainage, garbage and trash collection, and cable television, required or de- sired within the Property for the general use and benefit of all owners; (v) employ such personnel as may be deemed necessary by the Association for the construction operation, maintenance and repair of the roadways, Common Properties and Common Facilities situated thereon; (vi) as hereinafter provided, collect and enforce all regular and special assessments against the Owners of Lots in the Property; and (vii) perform all acts which can lawfully be performed by a corporation and are not inconsistent with the Articles of Incorporation and Bylaws of the Association.

ARTICLE V

ASSESSMENTS

5.1 MAINTENANCE FUND. All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in the Subdivision by all Supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members to promote the health, safety, recreation and welfare of the Members, including, without limitation: (i) maintenance and construction of the private roadways, bridges, culverts and related improvements including the entrance road; (ii) the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in the Subdivision, including any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association of such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members; (iii) payment of utility charges in connection with the operation of Common Properties or use of the Common Facilities; (iv) payment of charges for security guards, private fire protection, road maintenance, garbage collection and other services contracted for by the Association; (v) charges for liability and property insurance and other insurance related to the Common Facilities, Common Properties and their use and operation; and (vi) accounting and legal fees, including legal fees incurred by the Association while enforcing the provisions of the Declaration.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in the Subdivision which are situated on property owned by Declarant or Declarant's successors and assigns, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for construction, repair, maintenance, upkeep, beautification, improvement, or replacement of such Common Facilities as its Board of Directors shall determine, in its sole discretion. The decisions made, the expenses incurred by, and the expenditures made by the Association in good faith shall be binding and conclusive upon all Members. The Association may, in its sole discretion, give one or more of the purposes set forth in this Section preference over other purposes.

In the event Declarant shall operate any Common Facility in the Subdivision, or such Common Facility shall be operated by other on Declarant's behalf, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs actually incurred by Declarant in maintaining and operating such Common Facility in excess of the actual proceeds realized by Declarant from such operation. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocated to the Common Properties and Facilities

5.2 COVENANT FOR ASSESSMENTS. Subject to the provisions set forth below in Section 5.3 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on vacant Lots, each and every Lot in the Property is hereby severally subjected to and impressed with a regular annual maintenance charge or assessment in the amount of one Hundred Fifty and No/100 dollars (\$150.00) per year per Lot (herein referred to as the "full maintenance charge") which charge shall commence on November 1, 1992 and be due and payable on said date and on the first day of November of each year thereafter, and which shall run with the land, and shall be subject to increase and decrease in accordance with the Articles of Incorporation and Bylaws of the Association.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and

all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, and no Member shall avoid personal liability for the payment of any assessment by waiver of the use or enjoyment of the Common Properties or Facilities, or any part hereof, or by abandonment of his Lot or his interest therein.

5.3 VACANT LOTS. Notwithstanding the foregoing, each Owner shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by it, unless and until a residential structure has been built thereon except that Declarant shall not be obligated to pay any maintenance charge or assessment on any Lot.

5.4 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least thirty (30) days in advance of such date or period. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.5 LIENS TO SECURE ASSESSMENT. The regular maintenance charges or assessments, any applicable special maintenance charge and any assessment imposed by a Water Cooperative of which an Owner is a member shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit, as appropriate, of the Association, of the Water Cooperative, and the respective members of each. Subject to the condition that the Association, or Water Cooperative, as appropriate, be made a party to any court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

- (i) All liens for taxes or special assessments levied by City, County and State government, or any political subdivision or special district thereof; and
- (ii) All liens securing amounts due or to become due under any Real Estate Contract or Contract of Sale, any mortgage or deed of trust filed for record, prior to the date of payment of any such charges or assessments become due and payable.

Any Judicial foreclosure of any such superior lien under any mortgage, deed of trust, or the security instrument in which the Association or any Water Cooperative has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay Maintenance charges or assessments which become due prior to such foreclosure be extinguished by any foreclosure.

5.6 EFFECT OF NON-PAYMENT OF ASSESSMENT. Any assessments due the Association or a Water Cooperative which are not paid within (30) days from the date due shall be delinquent, and interest from the due date until paid at the rate of eighteen percent (18%) per annum, and the Association or Water Cooperative may bring an action at law against the Owner personally obligated to pay the same, or

foreclose the lien against the Lot and interest, costs and the Association's reasonable attorneys' fees of any such action shall be added to the amount of such assessment and charges. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by non use of the roadways or Common Properties or Common Facilities or nonuse or abandonment of his Lot.

5.7 COLLECTION AND ENFORCEMENT. Each Member by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and any Water Cooperative, and in its officers and agents, the right, power and authority to take all action which the Association or Water Cooperative shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VI

EASEMENTS

6.1 GRANT OF EASEMENTS. Declarant grants, dedicates, reserves or otherwise creates right-of-way easements for public utility purposes including, without limitations, gas water, electricity, telephone and drainage, in favor of any person or entity, along the roadways and on either or both sides of any Lot line. The roadway easement shall have a maximum width of fifty (50) feet. The Lot line easement shall have a maximum width of seven and one-half (7.5) feet on each side of such Lot line. Declarant, the ACC and the Association shall have the right and permanent easement together upon any and all Lots in the Subdivision for the purpose of maintenance, repair, removal of drainage obstructions and for inspections as to compliance with these covenants, and shall have the right to enter any Lot for the purpose of correcting any violation on any covenant herein.

6.2 MAINTENANCE OF SLOPES. Each Owner covenants and agrees to the creation of an easement to maintain a cut or fill side slope on a Lot along any publicly dedicated or private right-of-way to insure the proper maintenance and drainage of roads in the Subdivision, provided that Owner is requested to do so in writing by the ACC prior to approval by the ACC of the owner's building plans.

6.3 DRAINAGE EASEMENTS. Each Owner covenants and agrees to provide easements for drainage and water flow as contours of land and the arrangement of Declarant's improvements and improvements approved by the ACC thereon require. Each owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration. There shall be no development, improvements or structures, temporary or permanent, in any drainage easement, except as approved in writing by the ACC.

6.4 SURFACE AREAS. The surface of easement areas for underground utility services may be landscaped. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any owner or to the Association for any damage done by them or either of them to any of the landscaping as a result of any activity relating to the construction, maintenance, operation or repair of any facility.

ARTICLE VII

THE ARCHITECTURAL CONTROL COMMITTEE

7.1 MEMBERSHIP. The Architectural Control committee shall be composed of Orville H. Utrup and Kathryn M. Utrup, or their designees, until such time as (75%) of the Lots are fully improved by

Declarant, at which time the composition of the committee shall be changed to consist of not less than three nor more than five members appointed by the Board of Directors of the Association. A majority of the Committee may designate one or more representatives to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation other than that which is provided for in this Declaration, for services performed pursuant to this covenant.

7.2 SUBMISSION OF PLANS. No building, fence, wall, or other structural improvement of any kind, or any roadway or driveway shall be commenced to be constructed, erected, maintained or altered on any Lot until two full sets of plans and specifications including, but not limited to: completed "Request for Design Approval" (form provided by the ACC), elevations showing maximum heights, plot plan, any required grading plans, showing the nature, kind, shape, materials, exterior color, floor plan, location and approximate cost thereof, shall have been submitted to and approved by the ACC and a copy thereof is finally approved and lodged permanently with the ACC. The ACC shall have the right to refuse to approve any such plans or specifications for any Lot which are not suitable or desirable in its opinion for aesthetic reasons, or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built, together with the color thereof, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other improvements on the outlook from the adjacent Properties. All subsequent additions to, or changes or alterations in, any building, fence wall or other structure or improvement of any kind shall be subject to the prior approval of the ACC.

7.3 APPROVAL AND DISAPPROVAL. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall have the authority to use the service of an architect or consultant, and to charge in accordance with the schedule set out in 7.3.1 for each set of plans and specifications submitted to it for approval to defray the fees of the architect or consultant. In the event that the Committee or its designated representative falls to approve or disapprove within thirty (30) days after final plans and specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

7.3.1 FEE SCHEDULE.

a. New construction – plan review	\$100.00
b. Out buildings and additions	\$50.00
c. Revised plans	\$25.00
d. Variance, in addition to any other fee	\$25.00
e. Fence or wall	\$10.00

7.4 LIABILITY. Any person proposing to purchase any lot in the Subdivision is cautioned to consult with the ACC concerning intended improvements prior to becoming unconditionally obligated to purchase such Lot. Neither the Declarant nor the ACC or any member thereof shall be liable to any Owner or any other person, association or entity for any loss, damage, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plan or materials submitted therewith, (ii) the construction or performance of any work, whether or not pursuant to approved plans or materials, (iii) the development of the Property, (iv) the structural soundness of the proposed improvements, (v) the location of the proposed improvements being free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either on or off the Property, (vi) soil erosion and the effects thereof, (vii) compliance with governmental laws, ordinances and regulations, (viii) any decision

made or action taken or omitted to be taken under the authority of this Declaration, or (iv) any action taken or decision made in connection with any other land contiguous to the Lot or Subdivision.

7.5 GOVERNMENTAL AGENCY APPROVAL. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approvals, certificates, or permits as may be required by law from the necessary governmental agencies as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any improvement. The Committee shall require that a copy of the necessary approvals be submitted as a final condition for approval of any plans submitted.

7.6 VARIANCES. An owner of a lot may apply to the ACC for variances from the requirements of these covenants by submitting such application forms and payment of such fees as the ACC may from time to time direct. The ACC at its discretion shall notify adjoining landowners of the proposed variance within ten days of the receipt of such application and allow fifteen (15) days for written objections and/or comments. After that time the ACC shall allow or disallow such proposed variances at its sole discretion.

ARTICLE VIII

DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 The covenants, conditions, reservations, restrictions and easements set forth herein shall continue in full force and effect until January 1, 2014, and shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension period or the base period, the Owners of a majority of the Lots in the subdivision shall by written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, restrictions and easements may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, restrictions and easements committed or suffered prior to such expiration shall be absolute.

ARTICLE IX

COVENANTS TO RUN WITH THE LAND

9.1 All of the covenants, conditions, reservations, restrictions and easements set forth herein shall run with the land to constitute equitable servitudes, and each Owner, by accepting a deed to any Lot in the Property, accepts the same subject to such covenants, conditions, reservations and restrictions, and agrees for himself, his heirs, personal representatives, and assigns to be bound by such covenants, conditions, reservations and restrictions, jointly, severally and separately.

ARTICLE X

AMENDMENT

10.1 These covenants conditions, reservations, restrictions and easements may be amended at any time by an instrument approved by a vote of two-thirds (2/3) of the members of the Association, in person or by proxy, at a meeting of the members specifically called for that purpose and in accordance with the Articles of Incorporation and Bylaws of the Association. Any such amendment shall be in writing and be duly recorded at the Recorder's Office of Sandoval County, New Mexico. The votes can be cast: 1) in

person; 2) by electronic mail message (e-mail); or 3) by proxy which can be mailed or provided in writing to a member of the association.

ARTICLE XI

ENFORCEMENT AND SEVERABILITY

11.1 ENFORCEMENT. The Association or 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 the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 SEVERABILITY. If any one of these covenants conditions, reservations, restrictions and easements is invalidated by Judgment or court order, such invalidation shall not affect any other provisions which shall remain in full force and effect.

11.3 RENTERS' COMPLIANCE. Compliance of the CC&Rs and bylaws and assessments and fines (if authorized) levied by the HOA are the responsibilities of the owner, not the tenant. Only the owner of the property will be notified of any non-compliance with the CCR&Rs and bylaws and will be held responsible for the correction, as well for any and all enforcement actions and outcomes resulting from noncompliance.

ARTICLE XII

ATTORNEYS' FEES AND COSTS

12.1 Should the Homeowner's Association, its Agents or any of its Component parts or any individual Lot Owners ever become involved in litigation over the enforcement of any provision in the Vista de Oro de Placitas CCRs and Bylaws the prevailing party to such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and cost of a suit.

End of VDO HOA CC&Rs

AMENDMENT HISTORY:

April 13, 1993:

- Original Bylaws signed by the officers of the Association.

June 9, 1997:

- Section 3.5, Signage: Made display of signs less restrictive.

February 19, 2010:

- Section 10.1: Specified members could vote on proposed changes in person, by proxy, or by email.

February 19, 2011:

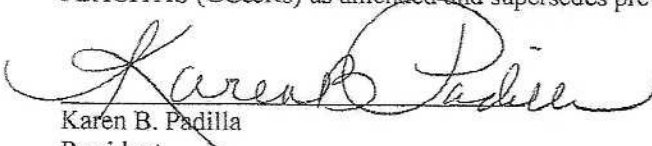
- Section 11.3: Renters' compliance: Added section that indicated that the HOA would deal with owners should their tenants' fail to comply with the provisions of CC&Rs.
- Section 12.1: Attorneys' fees and costs: Entitles winners of litigation related to disputes over CC&Rs or bylaws to recover attorney's fees and costs.

July 7, 2023

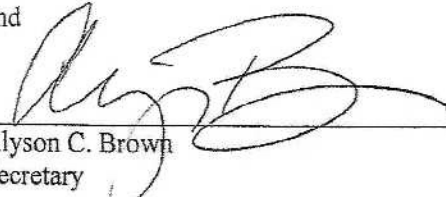
- Section 3.3: Language added to Section 3.3 to comply with the federal Freedom to Display the American Flag Act of 2006 and the United States Flag Code.

CERTIFICATION

In witness thereof, the undersigned officers of the Vista de Oro de Placitas Homeowners Association (HOA) certify that the preceding is the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND GRANT OF EASEMENTS FOR VISTA DE ORO DE PLACITAS (CC&Rs) as amended and supersedes previous copies of the HOA CC&Rs.


Karen B. Padilla
President

and

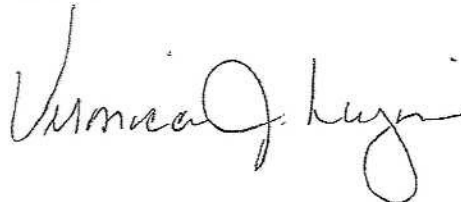

Alyson C. Brown
Secretary

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
County of Sandoval) ss.

The foregoing instrument was acknowledged before me this 13 day of September, 2023, by Karen B. Padilla, President of the Vista de Oro de Placitas Homeowners Association (VdO HOA) and Alyson C. Brown, Secretary of the VdO HOA.

Notary Public



My commission expires: 02/25/2024

