

**HAWKEYE CANYON ESTATES SUBDIVISION
ROAD MAINTENANCE, COVENANTS AGREEMENT**

Mark Burak and Anna Burak being the owners of the property commonly known as Lots 1-8, Hawkeye Canyon Estates, Dona Ana County, New Mexico, or as the following:

- The E ½ of the SE ¼ of N1/2 of W1/2 of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 1, Hawkeye Canyon Estates. (Book 20, Page 444-445, Dated 10/03/03)

And

- The W ½ of the SE ¼ of N1/2 of W1/2 of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 2, Hawkeye Canyon Estates. (Book 20, Page 444-445, Dated 10/03/03)

And

- The E ½ of the SW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 3, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

And

- The W ½ of the SW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 4, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

And

- The W ½ of the NW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 5, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

And

- The E ½ of the NW ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 6, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

And

- The W ½ of the NE ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 7, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

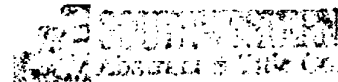
And

- The E ½ of the NE ¼ of the NW ¼ of SE ¼ of Section 35, Township 21 South, Range 3 East containing approximately five acres known as Lot 8, Hawkeye Canyon Estates. (Book 413, Page 237, Dated 04/10/03)

Together with a 50-foot easement for access to such properties; and 12-foot underground utility easement outside access easement; and ten foot lot line utility easements; and drainage easements as shown on the Plat.

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do hereby jointly and individually, place the following amended covenants and maintenance agreement on the herein above described land and the particular lots affected by and benefiting from the road easements as herein above set forth and do hereby bind the owners, assigns, grantees and successors-in-interest of the herein above described lots, to the following terms and conditions. The property which is the subject matter hereof, is those lots herein above described owned by Mark Burak and Anna Burak and shall hereinafter jointly be referred to as the "Subject Property". The term lots as used herein means a parcel identified as a separate tract or lot on the Hawkeye Canyon Estates Subdivision Plat and any replats or divisions thereafter.

1. These covenants and maintenance agreements are applicable to all non-County maintained roadway easements accessing the above described property easements which are non-exclusive rights-of-way and shall be subject to the following terms and conditions regarding the maintenance and/or improvement of the same. The access easements which are the subject matter hereof include the 50-foot rights-of-way known as Third Street and Hawkeye Canyon Road beginning at the southern property boundary and running in a northerly direction to a cul-de-sac located in the midway portion of the subdivision at the intersection of lots 1, 2, 7 and 8, then westerly to a cul-de-sac at the intersection of lots 3-6.

2. The undersigned, as the owners, has created the roadway easements and right's of way described and attached for the benefit of its land, including all future private property owners of land within the Subject Property which now exist or may be created in the future.

3. The undersigned, as the present owners of said land, for itself, its grantees, assigns and successors in interest, does hereby declare that each conveyance of any lot, parcel or tract out of the Subject Property by Mark Burak and Anna Burak, its assigns or successors in interest, shall be subject to an obligation that each property owner shall annually contribute pro rata to the cost, labor and expense of maintaining the common, non-exclusive roadway easements serving the Subject Property as limited and defined hereinafter. Such cost and expense shall be allocated annually pro rata with an equal share being allocated to each separate tract or lot. The allocation of such cost and expense between the property owners shall not be based upon the number of acres owned by any individual, but rather by lot. For example, if there is a 2 acre lot and a 5 acre lot, then the 2 acre lot shall pay a share equal to the 5 acre lot.

4. The method of maintaining and keeping said road shall be by agreement and majority vote as same applies to each lot being serviced by the easements as set forth hereinafter, with each lot having one vote in person by its owner or by proxy, to be handled and counted in the same manner as provided in paragraph 6 as to major improvements and may consist of a common road maintenance fund or pool to which the parties could agree to make contributions on a regular basis.

5. The cost and expense of major improvements, if any, to any specific roadway easement serving the Subject Property, including the installation of culvert arroyo crossings, or the adding of clay or crusher fines or gravel to any parts of the common road in the Easement shall be agreed upon in advance by a majority vote of all the lots using, served by and/or benefiting by the same, under this agreement. These provisions, apply to the primary roads. They do not pertain to any of the driveways located on the lots.

6. At such time as it is determined that major improvements are deemed necessary to a specified roadway easement as above provided; the voting majority shall be obligated to prepare a detail plan of the major improvements including appropriate drawings and sketches thereof together with the general specifications and secure two or more bids from responsible contractors

to do the proposed work described therein and shall mail or deliver a copy of the foregoing to each of the then lot owners, together with a notice of the meeting at a designated place within the subdivision where all such lot owners can discuss and review the foregoing plans for the major improvements and the bids received with said meeting to be scheduled no sooner than 20 days after the mailing or delivery of the notice to all of the lot owners. The plans, bid and costs shall be approved at such meeting and with a vote "for" the plans being recorded as approving same as to any lots owners who fail to come to said meeting to vote in person or by proxy. Any lot owner may grant a proxy as his or her representative to another lot owner or designated agent to vote on said lot owner's behalf at said meeting.

The majority of the lots by owners, by writing, may name and designate a person or persons that is/are agreeable to accepting the responsibility of the preparation of such plans, specifications, drawings and securing the appropriate bids necessary to make the improvements. All lot owners shall be given written notice of the meeting to be held at a location within the subject property to designate a person or company responsible for handling the foregoing as to major improvements and any lot owner who fails to attend said meeting whether in person or by proxy granted to another person or entity shall be considered as having voted with the majority of the percent owners or the those present at the meeting who shall then designate a person or entity to handle the foregoing work on behalf of the lot owners, described herein above.

Provided, however, that as to the foregoing work which may not require bids and contracts with licensed contractors, the association may propose that the work be performed by its employees or persons it may hire providing there are three accurate estimates as to the cost of the work and material. Once a majority has voted to make "major improvements" all lot owners, shall be obligated to contribute to the same. No lot owner may refuse to contribute on the basis that they voted against the improvements.

7. Each parcel shall have one vote regardless of the size of the parcel.

8. Once the initial clearing and grading of roadways has been completed by Mark Burak, the undersigned, who has created this Road Maintenance Agreement, shall have no further responsibility or liability for the maintenance and repairs of said roadway easements once construction is completed, except as in common with the other land owners with regard to any lot or parcels that such individuals own after that date, in which they shall participate as any other lot owner.

9. The undersigned, their assigns, grantees or successors in interest, retain the right to create additional roadway and utility easements connecting to and using the roadway and utility easements described in paragraph 4 of these covenants. Provided, however, that any property owners, subsequent to the execution of this declaration, purchase or acquire the property from the undersigned shall be obligated, pursuant to the terms hereof, to pay and/or perform his or her pro rata share of the cost and labor necessary to maintain and keep the common roadway easements used by more than one property owner within the subject tract incurred after the date of their purchase.

10. This Agreement may be amended in the future by the written approval of 75% of the then lot or Parcel owners subject to this instrument.

11. The undersigned understand that Dona Ana County has accepted no responsibility or liability of the construction, maintenance and repair of the roadway and drainage structures within the above described easements described nor has said county accepted any obligation to

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enforce the terms of this agreement. All property owners hereinafter purchasing a lot or parcel which is subject to these covenants shall be bound by the foregoing disclosure that Dona Ana County has not accepted any responsibility or liability concerning said roadways as set forth immediately herein above.

12. If any property owner shall fail to pay and/or contribute his pro rata share for the cost and expense of maintenance or improvement of the roadway easement after the same has been approved by a majority of the lot owners as same applies to their particular easement as set forth herein above, any one of them shall have a right to enforce payment of the same, including seeking a judgment against the property owner who has failed or refused to contribute his or her pro rata share, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs, and any such assessments which the Court shall determine are due, shall bear interest at the rate of fifteen percent (15%) per annum from the time that the assessment was originally made until paid.

Dated this 30th day of August 2004.

Mark Burak
Mark Burak

Anna Burak
Anna Burak

STATE OF NEW MEXICO)

) ss.

COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 30th day of August by Mark Burak and Anna Burak, Owners of Hawkeye Canyon Estates

Rebecca Valenzuela
Notary Public

My Commission Expires:

7-18-2005



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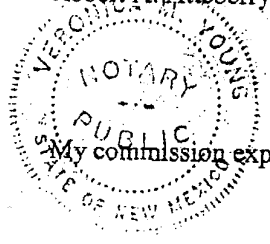
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Robert A. Atteberry
Robert A. Atteberry

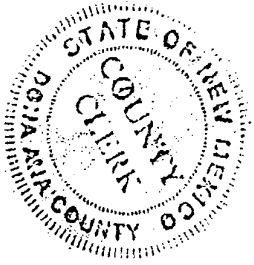
Laurie E. Atteberry
Laurie E. Atteberry

STATE OF NEW MEXICO }
COUNTY OF DONA ANA }

This instrument was acknowledged before me this 17th day of October, 2004, by Robert A. Atteberry and Laurie E. Atteberry.



Veronica M. Young
Notary Public



State of New Mexico
County of Dona Ana, ss 34198
RECEPTION NO. 34198
I hereby certify that this instrument was filed for recording and duly recorded on OCT 19 2004 at 4:03 o'clock P M
Book 558 Page 1278-1282
of the Records of said County
Rita Torres, County Clerk
Rita Torres

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