

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WHITE MOUNTAIN MEADOWS UNITS 1, 2 & 3

WHEREAS, the White Mountain Development Company, Inc., a New Mexico corporation, as developer of White Mountain Meadows and as the grantor under certain instruments of record creating restrictive covenants and covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNIT 1 & 2, as shown by the plat thereof filed in the office of the County Clerk and Ex-officio Recorder of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 & 88

to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of August, 1982 in Book 80 of Miscellaneous Records on pages 1112-1150, as supplemented by Supplemental Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 12th day of May, 1983, in Book 85 of Miscellaneous Records on page 975 and to a Declaration of Covenants, Conditions and Restrictions filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of August, 1982, in Book 80 of Miscellaneous Records on pages 1151-1169; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide No. 213

to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Book 90 of Miscellaneous Records on pages 878-882;

WHEREAS, to facilitate the harmonious development of White Mountain Meadows as a single subdivision with all property now and hereafter included therein subject to integrated covenants, conditions and restrictions, the Developer and Members of the Association desire to amend and replace the previously imposed Declaration of Covenants, Conditions and Restrictions for Units 1 & 2 and the Restrictive Covenants for Unit 3, and to restate and supplement the previously imposed Restrictive Covenants and Supplemental Restrictive Covenants for Units 1 & 2;

WHEREAS, the previously recorded Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows Units 1 & 2 contain provisions allowing amendment thereof by an instrument signed by unit Owners representing not less than ninety percent (90%) of all votes entitled to be cast and the required percentage of votes necessary to amend the Declaration of Covenants, Conditions and Restrictions for White Mountain Meadow Units 1 & 2 have been cast and the necessary unit Owners have signed an instrument indicating approval of this Amended Declaration as evidenced by the Certificate attached hereto as "Exhibit A" and incorporated herein by reference;

WHEREAS, the previously imposed restrictive covenants for White Mountain Meadows Unit 3 may be amended with consent of the Owners of property in White Mountain Meadows Unit 3;

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Ornela Beller
CINEMA OPERATOR
DATE OF FILMING 7-20-83

WHEREAS, the property Owners in Unit 3 have approved this Amended Declaration, as evidenced by "Exhibit A"; and

WHEREAS, the officers of the Association have reviewed and approved this Amended Declaration of Covenants, Conditions and Restrictions as authorized by a vote of the members of the Association at a meeting held on July 30, 1988.

NOW THEREFORE, this Amended Declaration of Covenants, Conditions and Restrictions, which amends and replaces the prior Declaration of Covenants, Conditions and Restrictions and the Restrictive Covenants for Unit 3 in their entirety, and supplements and restates the Restrictive Covenants for Units 1 & 2 (so that future reference need be made only to this Amended Declaration to determine the covenants, conditions and restrictions applicable to properties within White Mountain Meadows), is hereby adopted as of this 30th day of July, 1988 and shall be in full force and effect from and after the date of recording hereof and all of the real property described above and any additional property as may by Subsequent Amendment be added to and subjected to this Amended Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Amended Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Amended Declaration" means this Amended Declaration of Covenants, Conditions and Restrictions, as now in force or as hereafter amended.

Section 2. "Architectural Control Committee" means the architectural control committee appointed by the Developer or the Association, as applicable, for the function described in Article V of this Amended Declaration.

Section 3. "Association" shall mean and refer to WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association as established in the Bylaws.

Section 5. "Bylaws" means the Bylaws of White Mountain Meadows Homeowners Association, attached to and incorporated in this Amended Declaration by reference as "Exhibit B".

Section 6. "Common Area" shall mean and refer to all real and personal property governed by the Association for the common use and enjoyment of the Owners. It shall specifically include the area designated upon the plat of Units 1 & 2 as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA and any other such area designated as such by Subsequent Amendment, which will be owned in fee by the Association.

Section 7. "Common Expenses" means the actual and estimated expenses of operating the Association; expenses of security, including payroll and related expenses of security; expenses of insurance, ad valorem taxes, administration, maintenance, repair or replacement of the Common Area; and any reasonable reserve.

Section 8. "Contiguous Properties" shall mean those properties owned by the Developer and adjacent or contiguous to

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Carmel D. Miller, Clerk
CAMERA OPERATOR
DATE OF FILMING 7-30-88

the properties hereinabove described, whether or not the same be separated by dedicated or non-dedicated streets and ways, and which may be developed by the Developer with a unity of use of the Common Area and security with the properties hereinabove described.

Section 9. "Developer" shall mean and refer to WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, its successors or assigns, as developer of White Mountain Meadows and/or the Contiguous Properties.

Section 10. "Improved Lot" means each Lot upon which a residential structure has been constructed and each Lot for which a building permit or other similar authorization to begin construction thereon has been issued by an appropriate local governmental entity and shall come into existence when preparation of the Lot for such construction has commenced.

Section 11. "Limited Common Area" shall mean that area adjacent to Site 1 through Site 58, as delineated upon the plat of Units 1 & 2 and shall include access roads to certain designated sites and parking areas and any other such area designated as such by Subsequent Amendment. The Limited Common Area delineated upon the plat of Units 1 & 2, will be owned by the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION as trustee for the Owners of Site Lots.

Section 12. "Lot" means a lot numbered and shown as such on the plats of Units 1, 2 & 3, (including each Improved Lot, Unimproved Lot and each individual Site Lot) and intended for any type of independent ownership and for ultimate use and occupancy as a residence, as may be developed and used as provided in this Amended Declaration and lots numbered and shown as such on plats of Contiguous Property added to this Amended Declaration by any Subsequent Amendments.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association, pursuant to this Amended Declaration and the Bylaws.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Properties" shall mean and refer to the real property hereinabove described and such Contiguous Properties as may be added in accordance with Article VI, Section 6 of this Amended Declaration.

Section 16. "Site Lot" means an individual lot designated as such on Site 1 through Site 58 delineated upon the plat of Unit 1 of White Mountain Meadows and other similar lots which may be added by Subsequent Amendment.

Section 17. "Subsequent Amendment" shall mean an amendment to this Amended Declaration which adds Contiguous Properties to the properties covered by this Amended Declaration. Such Subsequent Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations, on properties submitted by that Subsequent Amendment to the provisions of this Amended Declaration.

Section 18. "Unimproved Lot" means each Lot upon which there is no residential structure and for which no building permit or other similar authorization to begin construction thereon has been issued by an appropriate governmental authority and upon which no preparation for construction has begun.

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Cynthia Belle Phillips
OWNER OPERATOR
DATE OF FILMING 1-30-57

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Rights of Ownership and Possession and Easements of Enjoyment. Every Owner shall be entitled to exclusive ownership and possession of his Lot. Every Owner shall have a right and easement of enjoyment to the Common Area with the purpose for which it is intended. Owners of Site Lots shall have a right and easement of enjoyment to the Limited Common Area, with the purpose for which it is intended. The rights of each Owner shall, however, be subject to the following provisions and such rules and regulations as may be adopted by the Association:

(a) No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessees or guests.

(b) There shall be no obstruction of the Common Area or Limited Common Area. Nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board.

(c) Nothing shall be done on or kept in any Lot or in the Common Area or Limited Common Area which will increase the rate of insurance, without the prior written consent of the Board. No Owners shall permit anything to be done or kept in his Lot or in the Common Area or Limited Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area or Limited Common Area, or which would be in violation of any law. No waste will be committed in the Common Area or Limited Common Area.

(d) No signs exceeding four (4) square feet in area will be displayed to the public view on or from any Lot or the Common Area or the Limited Common Area, without the prior consent of the Board and in accordance with this Amended Declaration.

(e) No animals other than domestic household pets shall be kept or maintained on any Lot. No more than two (2) adult dogs may be kept on any one Lot, and all dogs shall be kept in a suitable enclosed yard or on leash. No animals may be bred or maintained thereon for any commercial purposes. The Association shall have the right to order the removal of any animals which may become objectionable to the Owner of any other Lots.

(f) No obnoxious or offensive activity shall be carried on in any Lot or in the Common Area or Limited Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Area, except upon the written consent of the Board.

(h) There shall be no violation of rules and regulations for the use of the Common Area or Limited Common Area adopted by the Board and furnished in writing to the Owners.

(i) None of the rights and obligations of the Owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachment so long as such encroachments shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

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Carmel Heller
OWNER OPERATOR
DATE OF FILMING 1-20-59

(j) The Association shall have the right to suspend the right to use of the Common Area or Limited Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its written rules and regulations.

(k) Each Owner shall be entitled to the use of the parking areas, if any, situate upon the Common Area or Limited Common Area, and/or appurtenant to his Lot. Exclusive of the parking areas herein referred to, no vehicles of any kind, other than maintenance vehicles and equipment shall be operated upon either the Common Area or Limited Common Area.

(l) No commercial type vehicles shall be stored or parked on any Lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence.

(m) The Association, or any Owner, shall have the right to prevent any Owner from hindering or encroaching upon the lawful rights of other Owners.

(n) There shall be no "time-share" or similar type ownership of any Lots, buildings, dwellings or units thereof in the Properties.

(o) No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained or kept on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot.

(p) No garage, carport, shed, tent, trailer, mobile home or temporary structure of any kind for use as a temporary or permanent residence shall be erected, constructed, permitted or maintained on any Lot except that a construction trailer or shed and portable sanitary toilet may be used during construction if approved by the Architectural Control Committee.

(q) In order to avoid a housing development appearance, no builder or Owner shall construct two (2) or more buildings of similar appearance within view of each other in the Properties.

(r) White Mountain Meadows, Units 2 & 3 are hereby designated as "single-family housing residential areas" and not for the construction of townhouses, condominiums or apartments.

(s) All residences erected on Lots in single-family housing residential areas shall be erected on-site from the ground up and shall have a minimum heated floor area of 2,000 square feet, exclusive of open porches and garages. If any room in a residence has a sloping ceiling, no portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area thereof.

(t) All buildings shall be of all new first class construction and shall be completed within six (6) months from commencement thereof, Act of God excepted.

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DATE OF FILMING *1-20-57*

(u) No building on any Lot shall have any exposed concrete or cement block and if such materials are used in construction, they shall be coated with stucco or similar covering.

(v) In single-family housing residential areas, no building shall be erected or maintained nearer than ten (10) feet to any side lot line, nor nearer than twenty (20) feet to any front or back lot line; provided, however, that if any person owns several contiguous Lots, buildings may be erected or maintained anywhere thereon, provided that said buildings shall not be nearer than the distances aforesaid to the extreme exterior lot lines of all of said contiguous Lots taken together as a single lot. If a building is thus constructed on two or more contiguous Lots under common ownership, the Owner thereof shall be required to maintain a Class A membership in the Association for each residence and/or guest house located on such contiguous Lots and shall maintain a Class A-1 membership for each original contiguous Lot upon which an auxiliary building (such as a garage) is built or which remains vacant, as far as the payment of assessments is concerned, and shall have only one vote for the applicable class for each original Lot. Buildings to be erected on Lots 2 through 8 of Block 4 of Unit 3 shall be set back of the natural drainage easement.

(w) No buildings shall be erected on natural drainage channels, nor shall any obstruction of drainage channels be permitted. For driveways constructed over any drainage channel, the Owners shall be required to install an adequate culvert so as not to impede the natural flow of water through the drainage channel.

(x) If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow or install any new objects, structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for their neighbor's mechanical or passive solar system.

(y) Parking area, driveways and garages or carports shall face contiguous streets or access ways and shall be paved. Parking areas shall conform with Village of Ruidoso ordinances or Planning and Zoning Regulations.

(z) There shall be no unnecessary removal of trees and excavation or fill shall be limited to not more than 100 cubic yards of soil without the prior written consent of the Architectural Control Committee.

(aa) Exterior surfaces of any structure or dwelling shall not be allowed to become shabby or unkempt, and all Lots shall be properly landscaped and maintained and weeds cut as needed. All trash containers shall be placed underground or be completely enclosed. All toilets shall be located inside principal buildings and shall be connected to the Village of Ruidoso sanitary sewer system.

(bb) No fence or free standing wall within or bordering a front yard shall exceed a height of three (3) feet; no fence or free standing wall within or bordering a rear or side lot line shall exceed a height of six (6) feet. On a corner lot, no fence or free standing wall over three (3) feet in height may be erected as to come closer to the street side of the corner lot than the required street side lot setback established by the Village of Ruidoso. Fences may be of growth, masonry, rock, cedar or native lumber. Chain link fence may be used only with the express written consent of the Architectural Control Committee. No barbed wire or chicken wire may be used in White Mountain Meadows, other than the outside perimeter barbed wire fence installed by the Developer at the rear lot lines of Unit 3 or Contiguous Properties added by any Subsequent Amendment.

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Candice B. Miller
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DATE OF FILMING 1-20-70

(cc) No brush, trash or other materials shall be burned except in compliance with the fire regulations of the Village of Ruidoso or other appropriate regulatory agencies.

(dd) No building shall be constructed on utility easements except as provided for construction of a residence on contiguous Lots under common ownership.

(ee) In townhouse, condominium or apartment residential areas, all of the private roads and ways, including, but not limited to Site Lot access, shall be constructed by the Developer only and may be relocated from the position set out on the plat to provide access to individual Sites in accordance with the topography and sound engineering practices; except that they shall not encroach upon the Site Lots. The private ways or roads shall be maintained by the Association for the use and benefit of the Site Lot Owners, and the cost thereof shall be assessed to the townhouse associations benefitting from said private roads or ways, although the initial construction and paving of the private roads and ways shall be performed at the expense of the Developer.

(ff) No business, manufacturing, commercial enterprise, public or commercial amusement shall be conducted, operated or maintained on the Properties. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sale of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects.

(gg) White Mountain Meadows, Unit 1, is hereby designated for multifamily use for construction of townhouses only. This Unit consists of Sites 1 through 58 (each a "Site"), containing a total of 274 Site Lots and the appurtenant Limited Common Area. The maximum density for Unit 1 is hereby limited to the 274 Site Lots as shown on the plat.

(hh) If one or more townhouses on a single Site are to be constructed at different times, the exterior of each such townhouse shall be fully finished on all sides as though no further townhouses were to be built on the Site, and all excess building materials and debris are to be removed from the premises so that the same are left in broom-clean condition during the period of delay between construction phases, if such period of delay will extend beyond thirty (30) days from the date of completion of the first phase. Nothing herein contained shall be construed so as to prevent several different buyers from purchasing an individual Site Lot upon which to build, or several different builders from constructing the individual townhouse units upon the various Site Lots within a Site; provided that the exterior design plans submitted shall be harmonious in design and color and materials with the other townhouses located on that particular Site. For example, if there are four Site Lots within a Site, each Site Lot may be purchased by a different buyer and each townhouse may be constructed by a different builder.

(ii) The Developer has provided for installation of water, sewer, electricity, natural gas, telephone and television cable to the public street or utility easement at its own expense. Each Lot Owner shall be required to connect to such utilities underground, at his own expense, including trenching and backfill. Overhead connections will not be allowed.

(jj) All townhouses erected upon the Sites shall be erected on-site from the ground up. No pre-built townhouse or major pre-built portions of a townhouse shall be erected, constructed, placed, moved on, or maintained on any Site or Sites unless a variance is granted by the Architectural Control Committee in its sole discretion.

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(kk) The following Sites are limited to one story in height: Sites 5, 21, 22, 23, 24, 42, 43, 44, 45, 46, 47, 48, 49 and 50 as delineated on the plat of Unit 1. On all other Sites delineated on the plat of Unit 1 no building shall exceed two (2) stories in height.

(ll) Except where existing green belt or other Common Areas delineated upon the plat equal or exceed twenty (20) feet from the adjoining street or right-of-way, no townhouse, appurtenant garage or other building shall be erected or constructed upon any of the Site Lots or Sites nearer than twenty (20) feet to the front Site Lot line except upon written approval of the Architectural Control Committee, if in the opinion of the Committee a variance may be granted because of terrain, and, further, if the said variance is approved by the Planning and Zoning Commission of the Village of Ruidoso. Notwithstanding the foregoing, second story decks and building entryways may encroach into the Limited Common Area a maximum of five (5) feet. In all multifamily units, each unit is conveyed with, and subject to, an easement for encroachments existing as a result of construction of the building, or which may come into existence thereafter as a result of settling or shifting of the building, or as a result of repair or reconstruction of the building after damage or destruction by fire or other casualty; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful conduct of said Owner or Owners.

(mm) When the construction of a townhouse is commenced upon any Site Lot, the Owner or Owners thereof shall prosecute with all reasonable diligence the completion thereof, and shall complete the construction of any townhouse within six (6) months from the date of commencement, delays caused by Act of God excepted, unless the written consent of the Architectural Control Committee is obtained for a longer period of time for construction prior to the commencement of such construction.

(nn) If the terrain of any Lot prevents compliance with any one of these restrictions, a prior written waiver must be obtained from the Architectural Control Committee.

(oo) No Lot as originally platted shall be subdivided without the express written consent of the Architectural Control Committee and/or to eliminate an inadvertent encroachment on a neighboring Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area or Limited Common Area and facilities to the members of his family, his guests, or his tenants.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot subject to this Amended Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership.

Section 2. The Association shall have three classes of membership:

Class A. Class A members shall be all Owners of Improved Lots, with the exception of the Developer, and shall be entitled to one (1) vote for each Improved Lot owned. When more than one (1) person holds an interest in any Improved Lot, all such persons shall be members. The vote for such Improved Lot shall be exercised as they among themselves determine, but

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DATE OF FILMING *7-20-78*

in no event shall more than one (1) vote be cast with respect to any Improved Lot.

Class A-1. Class A-1 members shall be all Owners of Unimproved Lots, with the exception of the Developer, and shall be entitled to one (1) vote for each Unimproved Lot owned. When more than one (1) person holds an interest in an Unimproved Lot, all such persons shall be members. The vote for such Unimproved Lot shall be exercised as they among themselves may determine, but in no event shall more than one (1) vote be exercised with respect to any Unimproved Lot. The Class A-1 membership shall be upgraded to a Class A membership upon undertaking of building or construction activity on the Unimproved Lot sufficient to qualify the Unimproved Lot as an Improved Lot and the Class A-1 membership for each such Lot shall thereupon automatically terminate and expire.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B membership shall cease when all Lots, including Lots in any Contiguous Properties which may hereafter be annexed and developed, are sold by the Developer.

Section 3. The Association shall have the right to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations. Any Member's vote(s) which is in suspension shall not be eligible for any purpose.

ARTICLE IV

MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except for Lots owned by the Developer, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments for Common Expenses; (2) special assessments for capital improvements; (3) for Owners of Site Lots, special assessments for the ad valorem taxes, maintenance, insurance, administration, repair or replacement of the Limited Common Area appurtenant to his Site Lot and levied by the Association; and (4) for Owners of Site Lots which receive utility services that are not separately metered, monthly assessments for such utilities, as specified more fully in Section 5 hereof; all such assessments to be established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Site Lots and Unimproved Lots owned by the Developer shall not be subject to annual or special assessments. Improved Lots owned by the Developer shall be subject to annual and special assessments. The Association is specifically authorized to enter into subsidy contracts with the Developer or other entities for the payment of some portion of the Common Expenses. Such contract or contracts shall be for the benefit of and enforceable by the Association. The Developer shall be under no obligation to offer or enter into any such contract.

Notwithstanding anything to the contrary herein, the Developer may contribute assessments due from it in service or materials or a combination of services and materials, rather than in money, (herein collectively called "in kind

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contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Developer and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Developer cannot agree as to the value of any contribution, the Developer shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Developer who are in the business of providing such services and materials. If the Association and the Developer are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the privacy, security, recreation, health, safety, welfare, common benefit, and enjoyment of the Owners, to pay Common Expenses, to pay for utility services provided to Site Lots which are not separately metered, and for the improvement and maintenance of real and personal property on the Common Area or Limited Common Area, and as required, of the Lots situate upon the Properties.

Section 3. Maximum Annual Assessment. The annual assessment, for Class A Members, for the year from January 1, 1988 through December 31, 1988 is hereby established at \$85.00 per month per Improved Lot (effective September 1, 1988). The annual assessment, for Class A-1 Members, for the year from January 1, 1988 through December 31, 1988 is hereby established at \$20.00 per month per Unimproved Lot.

(a) Thereafter, the annual assessment for Class A and Class A-1 membership may be increased each year not more than ten percent (10%) above the assessment for such class for the previous year without a vote of the membership subject to such assessments.

(b) The maximum annual assessment for Class A and Class A-1 membership may be increased by more than ten percent (10%) above the assessment for the previous year by the affirmative vote of sixty percent (60%) of the votes of each of the Class A or Class A-1 membership in attendance, as applicable, cast in person or by proxy, at a meeting duly called for the purpose of increasing either or both Class A or Class A-1 annual assessments.

(c) The Board may fix the annual assessment for either Class A or Class A-1 memberships at an amount not in excess of the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, or Limited Common Area (to be separately levied to Owners of Site Lots), including fixtures and personal property related thereto. Special assessments will be levied to Owners of Site Lots for the maintenance and upkeep of Sites having private access roads or ways and parking area. No special assessment shall be levied for new construction or acquisition of capital improvements without the affirmative vote of sixty percent (60%) of the votes of the Class A and Class A-1 membership in attendance (limited to Owners of Site Lots if the capital improvements are located on the Limited Common Area), cast in person or by proxy, at a meeting duly called for the purpose of approving special assessments for new construction or acquisition of capital improvements.

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CINEMA OPERATOR
DATE OF FILMING 1-20-89

Section 5. Monthly Assessments for Utility Charges. In addition to the annual and special assessments authorized above, the Association may levy monthly assessments against each Site Lot for the payment of water, gas, electricity, cable television, and other similar utility services not separately metered. The total charge for services not separately metered shall be prorated among the Site Lots benefitted thereby by the Board.

Section 6. Insurance Assessments. The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the improvements owned by the Association and situate upon the Common Area against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy, if reasonably available, covering the Common Area and Limited Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, as to the Common Area, shall be a Common Expense. Premiums for insurance for the Limited Common Area shall be separately assessed to the Site Lots. All Improved Lot Owners shall maintain policies of fire and extended coverage with a broad form endorsement upon the improvements constructed thereon, to the full replacement cost thereof. Each Improved Lot Owner shall be required to provide the Board with adequate proof of insurance. Should any Improved Lot Owner fail to procure adequate insurance, as aforesaid, the Board may, but shall not under any circumstances be obligated to, obtain such coverage. All insurance coverage for the Common Area and Limited Common Area shall be written in the name of the Association as trustee for each of the Lot Owners. Premiums for insurance, if any, obtained by the Board on any individual Improved Lot shall not be part of the Common Expense, but shall be an expense of the specific Improved Lot or Lots covered, and a debt owed by the Owners thereof, and shall be collectible by any lawful procedure permitted by the laws of the State of New Mexico. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's Improved Lot and shall continue to be a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same way as any lien created by failure to pay any other assessment. In addition to the aforesaid insurance required to be carried by the Owners or the Association, any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft, and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board shall, with concurrence of the first mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency, with the proviso agreed to by a said bank or institution that such funds may be withdrawn by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall advertise for sealed bids with any licensed contractors and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding in the same condition as

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formerly, the Board shall levy a special assessment as the Board deems fair and equitable in the light of the damage sustained to make up any deficiency. A special assessment may be levied, as appropriate, against Lot Owners or Site Lot Owners, to make up any deficiency for repair or rebuilding of the Common Area or Limited Common Area not a physical part of a Lot. In the event such insurance proceeds exceed the costs of repair and reconstruction, such excess shall be paid over to the respective mortgagees, if any, and Owners in such proportions as the Board deems fair and equitable. In the event of damage or destruction by fire or other casualty to any structure or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds contract to repair or rebuild such damaged or destroyed portions of the structure in a good and workmanlike manner in conformance with the original plans and specifications of said structure. In the event such Owner refuses or fails to so repair or rebuild any and all such damage to the structure within thirty (30) days, the Association, by and through the Board, is hereby irrevocably authorized by such Owner to repair and rebuild any such structure or to raze and remove the damaged structure and to make efforts to restore the Lot to as near as possible its original unimproved condition, whichever is deemed most advisable by the Board. The Owner shall then repay the Association in the amount actually expended for such repairs or razing and restoration and the Association shall have a lien securing the payment of the same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosure as above provided.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article IV. Written notice of any meeting shall be sent to all Members not less than fifteen (15) days or more than thirty (30) days in advance of such meeting in the manner provided in the Bylaws. At the first such meeting called, the presence of Members or of proxies entitled to vote equal to sixty percent (60%) of all votes of all classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Collection of Assessments. Assessments may be collected on an annual basis or other convenient basis as selected by the Board.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of closing of the sale of such Lot to a third party by the Developer. The first annual assessment shall be prorated from the date of closing to the end of the fiscal year of the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 10. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, which shall be specified therein, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may do any one or all of the following:

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Carol Heller
CAMERA OPERATOR

DATE OF FILMING 7-20-58

(a) File a lien against the Lot for any unpaid assessment by recording an affidavit of such fact in the office of the County Clerk of Lincoln County;

(b) Bring an action at law against the Lot Owner personally obligated to pay the same; or

(c) Foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his Lot.

In the event any of the foregoing actions are taken by the Association, then the Owner shall be obligated to pay to the Association reasonable attorney's fees and necessary costs incurred by the Association in enforcing its rights and taking such action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage but not subordinate to any mortgages or encumbrances inferior to the first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Owner's Obligation to Repair; Interior Maintenance. Except for those portions which the Association is required to maintain and repair hereunder, each Owner shall, at the Owner's expense, keep the interior of his dwelling and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearances and condition of his dwelling. In addition to decorating and keeping the interior of the dwelling in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in or connect with the dwelling. In the event an Owner fails to make necessary repairs or to perform necessary maintenance, the Association shall have the right to perform such repairs or maintenance, and if it performs such repairs or maintenance, then it shall bill the Owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date billed and shall be and remain a continuing lien upon the dwelling until such amount is paid.

The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any portion of the Common Area or Limited Common Area or in any Lot or dwelling.

Section 13. Maintenance.

(a) Type of Maintenance: The Association may, if deemed necessary by the Board, provide maintenance for any Lot subject to assessment under Article IV hereof as follows: paint, repair, replace, and care for roofs, gutters, downspouts, chimneys, siding and other exterior improvements, including landscaping.

(b) Assessment of Costs: The costs of such maintenance shall be assessed against the Lot on which the maintenance is done and shall be added to and become part of the special assessment to which such Lot is subject. The assessments shall be a lien on the Lot and is the personal obligation of the

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Carmel Bolter
CAMERA OPERATOR
DATE OF FILMING

Owner. It shall be due and payable upon presentment, and otherwise subject to the provisions of Article IV.

(c) Access at Reasonable Hours: Solely for the purpose of performing the maintenance authorized by this Amended Declaration, the Association, through its authorized agent, shall have the right after reasonable notice to the Member, to enter upon any lot or the exterior of any Improved Lot at reasonable hours on any day.

Section 14. Entry for Repairs. The Association or its agents may enter any Lot when necessary in connection with any maintenance, landscaping or construction for which the Association may be responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association out of the Common Expense fund.

Section 15. Prohibition Against Structural Changes by Owner. The Owner shall not, without first obtaining written consent of the Architectural Control Committee, make or permit to be made any structural alteration, improvement or addition in or to his dwelling or in or to the exterior of the buildings in the Common Area or Limited Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement without the written consent of the Architectural Control Committee. The Owners shall not paint or decorate any portion of the exterior of the buildings in the Common Area or Limited Common Area, without first obtaining written consent of the Architectural Control Committee.

Section 16. Developer's Use of Premises. Notwithstanding any provision herein to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of sale of the Lots, upon such portion of the Properties as Developer deems necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the sale of said Lots, including, but without limitation, a business office, a storage shed, construction yards, signs, model dwellings, and sales office. Such use shall not be carried on in such a manner as to unreasonably interfere with the use of the area by the other Owners.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Single-Family Residences. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted, in duplicate, to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Architectural Control Committee. Should the Architectural Control Committee deem it advisable to refer the plans to a professional architect or engineer, the Architectural Control Committee shall be entitled to charge the Owner a fee not to exceed \$100.00 for such service. In the event Architectural Control Committee fails to approve or disapprove such design and location within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. Site Development Approvals. The exterior design for townhouses to be constructed on Site Lots or Sites must be submitted, in duplicate, to the Architectural Control Committee for its approval prior to construction, further

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Grand Jury
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planning or design. This may be in the form of an artist's rendition or photograph and shall be accompanied by a description of the exterior materials to be used. Each townhouse to be constructed within a particular Site shall conform in exterior construction materials and color with all other townhouses to be constructed on the same Site. After approval of the exterior design and construction material plan, the builder or Owner of the individual Site Lot or Site shall submit, in duplicate, the plans and specifications for the construction of any buildings to be erected on the Site, along with the plot plan for such construction to the Architectural Control Committee for its approval before commencement of construction. The Architectural Control Committee and any independent architect consulted by said Committee shall be entitled to charge the then Owner of any Site Lot upon which a townhouse is to be constructed a sum not to exceed \$250.00 compensation for services performed relating to the approval of plans submitted for any one building. The Architectural Control Committee shall also regulate the size and placement of signs on the Site Lots or Sites upon which the townhouses are to be constructed and such information as to the proposed signs shall be furnished to said Committee on the plot plan, or if not provided at that time, shall be submitted for written approval prior to erection of said signs.

The plot plan for townhouses shall show the exact location of the residence, garage and parking areas on the Site or Site Lots and shall show the exact measurements and exactly from which property lines any setback distance is measured. A grading and utility plan for each Site Lot within a Site shall also be submitted for approval as hereinbefore specified. All plans shall be prepared by a licensed architect, engineer or surveyor and shall bear his seal.

Approval by the Architectural Control Committee of such exterior designs and materials and colors, plans, specifications and locations of buildings and signs shall be endorsed on both sets of plans and specifications, and one set thereof shall be returned to the person submitting the same, and the other set shall be retained by the Committee.

After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, garage, fence, wall, carport, sign or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Site or Site Lots unless the same shall be in accordance with the approved plans and specifications.

Failure of the Committee to act within twenty (20) days from the date of receipt of the plans and specifications shall be deemed to constitute approval of such plans and specifications.

Section 3. No Liability. Neither the Architectural Control Committee, nor any member thereof, nor the Association, nor the members of the Board, nor the Developer, their respective heirs, successors, or assigns, shall be held liable for damages for anyone submitting plans to them for approval, or to any Owner affected by this Amended Declaration by reason of approving such plans, mistake in judgment, negligence, or failure to approve such plans. Every Owner or other person who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he will not bring any action or suit against the Architectural Control Committee, its members, the Association, or members of the Board or the Developer.

Section 4. Termination. The powers and duties of the Architectural Control Committee, on December 31, 1999, or on such sooner date as the Developer is no longer engaged in the development business, shall automatically become vested in the Board of Directors of the Association, or a committee of three members appointed by such Board.

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Carol D. Little
CAMERA OPERATOR
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ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Board, 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 Amended Declaration. Failure by the Association, the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration. The covenants, conditions and restrictions of this Amended Declaration shall run with and bind the land, for a term of twenty (20) years from July 30, 1988, after which time they shall be automatically extended for successive periods of twenty (20) years, unless prior to the end of the initial term or any extension thereof, there is filed for record with the Clerk of Lincoln County, New Mexico, an instrument stating that such extension is not desired, signed by the Owners representing not less than sixty-six percent (66%) of all votes entitled to be cast.

Section 4. Amendment. Until December 31, 1999, this Amended Declaration may be amended unilaterally at any time and from time to time by Developer (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Amended Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Amended Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Amended Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Class B membership exists, Developer may unilaterally amend this Amended Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners representing not less than ninety percent (90%) of all votes entitled to be cast, and thereafter by an instrument signed by Owners representing not less than sixty-six percent (66%) of all votes entitled to be cast. Any such amendment must be recorded.

Section 5. Failure of Association to Insist on Strict Performance: No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the covenants, conditions or restrictions of this Amended Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment

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for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from any Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 6. Subsequent Development. The Association acknowledges that the Developer is the Owner of Contiguous Property and that subsequent subdivisions and units of White Mountain Meadows are contemplated with a unity of use and development of the Common Area, roads and ways and all other amenities with White Mountain Meadows, Units 1, 2 & 3 by unilateral adoption and recordation by the Developer (without a requirement of consent of the Association, the Board or any Members) of a Subsequent Amendment. Accordingly, the Association agrees that no action shall be taken by the Association, its Board, officers, successors or assigns, that will impede the development by the Developer of future subdivision units approved by the Village of Ruidoso, or impair easements for development set forth in this Amended Declaration.

Section 7. Security.

(a) Portions of the dedicated ways may have controlled, or otherwise limited, access for the construction and maintenance of security entrances. White Mountain Meadows is intended and planned as a controlled-access, fenced security subdivision with a manned or automated security gate. Owners, occupants, family members, guests and invitees shall cooperate with the security guard at the gate. All emergency vehicles shall have precedence in access to White Mountain Meadows without delay. The Association shall have the right to install electronic security devices on the fencing around the perimeter of White Mountain Meadows. Perimeter fencing shall be set back a minimum of one-half (1/2) foot from the exterior boundary of any utility easement. The plans and specifications for the security fences and/or entrances shall be subject to the approval of the Architectural Control Committee. Additional controlled (but unmanned) security entrances may be constructed by the Developer at any time at its sole discretion, and at its expense. The security guard system may be changed to an automated security system at any time, if allowed by state and federal law, upon an affirmative vote of 60% of the members of the Association.

Such security, whether manned or automated, shall be provided only so long as it is not found to be in violation of law by a court of competent jurisdiction or the Association is not otherwise prohibited from providing such security by applicable law.

(b) Neither the Association, the Developer, the Board nor the Architectural Control Committee shall in any way be considered insurers or guarantors of security within the Properties and neither the Association, the Developer, the Board nor the Architectural Control Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, lessees and guests of any Owner, as applicable, acknowledge that the Developer, the Association, the Board and the Architectural Control Committee do not represent or warrant that any security system designated, operated or contracted for by the Developer, the Association, the Board or the Architectural Control Committee, may not be compromised or circumvented, that any security systems will prevent loss by burglary, theft, hold-up, or otherwise nor that security systems will in all cases provide the protection for which the system is designed or intended. Each Owner, lessee and guest of an Owner, as applicable, acknowledges and

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Operator *[Signature]*
DATE OF FILMING *[Signature]*

understands that the Developer, the Association, the Board and the Architectural Control Committee are not insurers and that each Owner, lessee and guest assumes all risks for loss or damage to persons, to Lots, to the contents of dwellings and to personal property and further acknowledges that Developer, the Association, the Board and the Architectural Control Committee have made no representations or warranties nor has any Owner, lessee or guest relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Properties. Every Owner, lessee and guest, by entering onto the Properties, agrees that he will not bring any action or suit against the Developer, the Association, the Board or the Architectural Control Committee for failure of any security measures undertaken within the Properties.

Section 8. Interpretation. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use and operation of White Mountain Meadows.

Section 9. Effective Date. This Amended Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Board of the Association herein, have caused this Amended Declaration to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

W. J. Myers
President

ATTEST:

Neil M. S.
Secretary

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DATE OF FILMING

EXHIBIT A

Certificate of Approval

The foregoing Amended Declaration of Covenants, Conditions and Restrictions, representing a complete amendment and restatement of the Declaration of Covenants, Conditions and Restrictions filed in the office of the County Clerk of Lincoln County, New Mexico on the 19th day of August, 1982, in Book 80 of Miscellaneous Records on pages 1151-1169, is hereby approved and shall be given full force and effect hereafter. The undersigned represents unit owners representing not less than ninety percent (90%) of votes entitled to be cast and all votes entitled to be cast did approve the foregoing Amended Declaration of Covenants, Conditions and Restrictions at a duly held meeting on July 30, 1988.

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

Dated: September 1, 1988

By Wm. G. May
President

Attest:

By M. L. Mes
Secretary-Treasurer

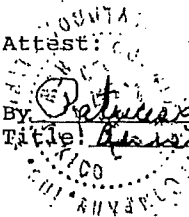
WHITE MOUNTAIN DEVELOPMENT
COMPANY, INCORPORATED

Dated: September 1, 1988

By Wm. G. May
Title Vice President

Attest:

By Patricia L. Thompson
Title Assistant Secretary



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DATE OF FILMING SEP 1 1988

Exhibit A. Continued

The undersigned, being all current owners of all the following real property:

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide No. 213

hereby state and declare that the foregoing Amended Declaration of Covenants, Conditions and Restrictions constitutes a full amendment and replacement to Restrictive Covenants filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Book 90 of Miscellaneous Records on pages 878-882; and the Amended Declaration of Covenants, Conditions and Restrictions shall be given full force and effect, as set forth therein, with respect to all real property in White Mountain Meadows, Unit 3.

WHITE MOUNTAIN DEVELOPMENT
COMPANY, INCORPORATED, Owner of
all Lots not otherwise owned on
the date hereof of White
Mountain Meadows, Unit 3.

Dated: Sept. 1, 1988

By William
Title: Vice President

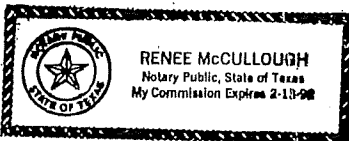
Attest:

By Renee McCullough
Title: Assistant Secretary

SHIRLEY MCCORMACK, a married
woman dealing in her sole and
separate property, Owner of
Lot 51 of Block 2 of White
Mountain Meadows, Unit 3.

Dated: 9-7, 1988

By Shirley McCormack



JACKIE A. HAMILTON, a married
woman dealing in her sole and
separate property, Owner of
Lot 52 of Block 2 of White
Mountain Meadows, Unit 3.

Dated: 9-12, 1988

By Jackie A. Hamilton

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DATE OF FILMING 9-20-88

STATE OF NEW MEXICO)
) SS.
COUNTY OF LINCOLN)

The foregoing instruments were acknowledged before me this
1st day of September, 1988 by William G. McCarty
President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, for
and on behalf of said association.

My Commission Expires:

4/26/92

Deanna McNamee Wright
Notary Public

STATE OF NEW MEXICO)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument (Exhibit A) was acknowledged
before me this 1st day of September, 1988
by William G. McCarty, Vice, President of WHITE MOUNTAIN
DEVELOPMENT COMPANY, INCORPORATED, a New Mexico Corporation,
for and on behalf of said corporation.

My Commission Expires:

4/26/92

Deanna McNamee Wright
Notary Public

STATE OF NEW MEXICO)
) SS.
COUNTY OF LINCOLN)

The foregoing instrument (Exhibit A) was acknowledged
before me this 7th day of September, 1988
by SHIRLEY MCCORMACK.

My Commission Expires:

11-18-90

Dina G. Hall
Notary Public

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

The foregoing instrument (Exhibit A) was acknowledged
before me this 12th day of September, 1988
by JACKIE A. HAMILTON.

My Commission Expires:

2-13-92

Renee McCullough
Notary Public

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OPERATOR
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BYLAWS
OF
WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

ARTICLE I

AMENDMENT OF EXISTING BYLAWS

These Bylaws entirely supercede and amend the previous Bylaws of White Mountain Meadows Home Owners Association recorded in the office of the County Clerk of Lincoln County, New Mexico on August 19, 1982, in Book 80 of Miscellaneous Records at pages 1170-1181 by virtue of a vote of more than seventy-five percent (75%) of the Members of the Association voting in favor of these amending Bylaws, taken at a duly called and held meeting of the Association on July 30, 1988.

ARTICLE II

NAME AND LOCATION

The name of the association is White Mountain Meadows Home Owners Association, hereafter referred to as the "Association". The principal office of the Association shall be located at P. O. Box 55 (1093 C Mechem Drive), Ruidoso, New Mexico 88345, but meetings of Members and directors may be held at such places within the State of New Mexico, County of Lincoln, as may be designated by the Board of Directors.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. There shall be a meeting of the Members on the first Friday of July of each year, at 9:30 o'clock A.M. at the principal office or at such other reasonable place or time (not more than 60 days before or after such date) as may be designated by written notice of the Board of Directors delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At the annual meeting, the Board of Directors shall present a financial report for the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof to each Member, and a budget showing the estimated common expenses for the coming fiscal year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Members not present at said meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Members having one-third (1/3rd) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 3. Notices. Any notice or statement permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered One Hundred Twenty (120) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Association for the purpose of service of such notice. Such address may be changed from time to time by notice in writing to the Association.

EXHIBIT B

CERTIFICATION
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CARRER OPERATOR *David Butler*
DATE OF FILMING *1-20-90*

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Section 4. Quorum. At each such annual or special meeting called, the presence of Members or proxies entitled to vote equal to sixty percent (60%) of all votes of all classes of membership shall constitute a quorum. If the required quorum is not present at the first such meeting called, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of the Board of Directors;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Directors (when so required);
- (i) Unfinished business;
- (j) New business.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who shall all be Members of the Association.

Section 2. Term of Office. Upon the approval of the Amended Declaration and these Bylaws, the Directors shall be elected by the Members. The first three Directors so elected shall serve for two (2) years; the next two Directors so elected shall serve for one (1) year. Thereafter, at each annual meeting, the Members shall elect Directors for a term of two (2) years for those Directors whose terms expire during such year.

Section 3. Resignation and Removal. Any Director may resign at any time by giving written notice to the then remaining Directors. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3rds) vote of all votes cast in person or by proxy at a meeting of the Association called for this purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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DATE OF FILMING
7-20-59

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any Member from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast one (1) vote for each Lot owned as provided in the Amended Declaration of Covenants, Conditions and Restrictions creating the Association in respect to each vacancy. The person receiving the largest number of votes for such vacancy shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by the Directors shall require the assent of a majority of the number of Directors.

Section 4. Teleconference. Meetings of the Board of Directors may be held by telephone conference.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area owned by the Association, or Limited Common Area adjacent to each site lot, and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Amended Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

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CINEMA OPERATOR
DATE OF FILMING

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Foreclose the lien of the Association against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same when, in the discretion of the Board of Directors, such action would be in the best interests of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Amended Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(3) Fix the amount of any special assessment and of the monthly assessment against each Lot as provided in the Amended Declaration and send statements to each Owner as provided for therein.

(d) Issue, or cause an appropriate officer to issue, upon reasonable demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association, if reasonably available.

(f) Procure and obtain water, sewer, garbage collection, electrical, cable television, telephone and gas and other necessary utility service for the Common Area owned by the Association, or Limited Common Area (and to the extent not separately metered or charged for the Site Lots).

(g) Cause all officers or employees having fiscal responsibilities to be bonded, if in the discretion of the Board of Directors such bond is deemed appropriate.

(h) Cause the Common Area owned by the White Mountain Meadows Home Owners Association and the Limited Common Area to be maintained.

(i) As set forth in the Amended Declaration, cause the exterior or the interior of any dwelling to be maintained.

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Owner: White Mountain Meadows Home Owners Association

1-20-79

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, and a Secretary-Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board from among their number and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President:

The President shall preside at all meetings of the Members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments on behalf of the Association and shall co-sign all checks and promissory notes, with the Secretary-Treasurer.

Vice President:

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary-Treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual financial report of the Association books to be made at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be

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David D. Little
CAMERA OPERATOR

DATE OF FILMING: 1-20-55

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presented to the membership at its regular annual meeting. Immediately following each annual meeting, the Secretary-Treasurer shall cause to be recorded in the Lincoln County Clerk's office, a list of the current Directors, together with their addresses and the expiration of their terms of office.

The Board shall have the authority to employ an Assistant Secretary who is not a member of the Board, who shall have authority to perform the functions of the Secretary, and such other duties as may be, from time to time, assigned by the Board.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint any committees deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Amended Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Amended Declaration, each Member is obligated to pay to the Association annual, monthly and special assessments, all of which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner of the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments as provided for in the Amended Declaration, by non-use of the Common Area or Limited Common Area, or abandonment of his Lot. The Board of Directors shall be entitled to record a notice of a lien of the Association for any assessment which is delinquent, and to foreclose the same.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by the affirmative vote of sixty-six percent (66%) of all votes cast at a meeting duly called for such purpose.

Section 2. In the case of any conflict between the Amended Declaration and these By-Laws, the Amended Declaration shall control.

CERTIFICATION
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Camera Operator Arnel Belle
DATE OF FILMING 1-20-59

ARTICLE XIII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Limitation of Association's Liability. The Association shall not be liable for any failure of water supply, security service, or other service to be obtained and paid for by the Association hereunder, or for injury or damage to persons or property caused by such failure or the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area owned by the Association, or Limited Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 3. Indemnification of Board. Each member of the Board of Directors of the Association shall be indemnified by the Members against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Board of Directors or the Association.

IN WITNESS WHEREOF, the undersigned has caused these By-Laws to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

By: William

President

ATTEST:

McM
Secretary

CERTIFICATION
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Camera Operator James E. McMillan
DATE OF FILMING 9/1/88

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AMENDMENT NO. ONE TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WHITE MOUNTAIN MEADOWS UNITS 1, 2 AND 3

WHEREAS, the White Mountain Development Company, Inc., a New Mexico corporation, as developer of WHITE MOUNTAIN MEADOWS and as the grantor under certain instruments of record creating restrictive covenants and covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS, UNITS 1 & 2, Ruidoso, New Mexico, as shown by the plat thereof filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August 1982, in Cabinet D, Slide Nos. 87 & 88; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, Lincoln County, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984 in Cabinet D, Slide 213

to certain amended and/or restated replacement restrictions, covenants and conditions by that certain Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 & 3 filed in the office of the County Clerk of Lincoln County, New Mexico on the 19th day of September, 1988, in Book 1988-12, at pages 20 through 53 both inclusive of the Records of Lincoln County; and

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows Units 1, 2 & 3 contains provisions allowing amendment thereof; and

WHEREAS, the amendments effected by Sections 1 and 3 hereof were authorized by a vote of the Members of the White Mountain Meadows Homeowners Association on July 5, 1991; and

WHEREAS, the signatures of owners representing not less than ninety percent (90%) of all votes entitled to be cast appear hereon, reflecting approval of all amendments effected hereby:

NOW THEREFORE, this Amendment No. One to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 & 3 is hereby adopted and shall be in full force and effect from and after the date of recording hereof, and all of the real property described above and any additional property as may by subsequent Amendment be added to and subjected to the Amended Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions therein and herein, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to the Amended Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Section 1(gg) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(gg):

(gg) White Mountain Meadows, Unit 1, is hereby designated for multifamily use for construction of townhouses only. This Unit now consists of Sites 1 through 43 and Sites 51 through 58 (each a "Site"), containing a total of 252 Site Lots and the appurtenant Limited Common Area. Sites 44 through 50 having been eliminated by that certain Partial Vacation of Plat recorded in the office of the Lincoln County Clerk on May 4, 1992, in Book 1992-6, page(s) 66 thru 68, of the records of Lincoln County, New Mexico. The maximum density of Unit 1 is hereby limited to

252 Site Lots, rather than the original 274 Site Lots. The vacated Sites 44 through 50 are now a part of the Common Area owned by the Association.

2. Section 1(kk) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(kk):

(kk) The following Sites are limited to one story in height: Sites 5, 21, 22, 23, 24, 42, and 43 as delineated on the plat of Unit 1. On all other non-vacated Sites delineated on the plat of Unit 1, no building shall exceed two (2) stories in height.

3. Section 1(oo) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following new Section 1(oo):

(oo) No Lot as originally platted shall be subdivided without the express written consent of the Architectural Control Committee and/or to eliminate an inadvertent encroachment on a neighboring Lot. However, the Developer, with the consent of 90% of the vote of the members of the Association, may amend the plat to consolidate certain Site Lots and change the use thereof from multifamily to single-family, prior to any sale of the affected Site or Sites.

4. Section 3 of Article IV of the Amended Declaration shall be amended by deleting the first paragraph thereof and replacing it with the following new paragraph:

Section 3. Maximum Annual Assessment The annual assessment for Class A Members for the year from January 1, 1992 through December 31, 1992 is hereby established at \$20 per month per Improved Lot. The annual assessment for Class A-1 Members for the year from January 1, 1992 through December 31, 1992 is hereby established at \$20 per month per Unimproved Lot.

5. Section 12 of Article IV of the Amended Declaration shall be deleted in its entirety and shall be replaced with the following new Section 12:

Section 12. Obligation of Townhouse Owner to Repair Interior Maintenance. Except for those portions which the Association is required to maintain and repair hereunder, each Owner of any townhouse shall, at the Owner's expense, keep the interior of his dwelling and its equipment and appurtenances in good order, condition and repair, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his dwelling. In addition to decorating and keeping the interior of the dwelling in good repair, the Owner of any townhouse shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air conditioning equipment, furnaces, fireplaces, lighting fixtures, refrigerators, dishwashers, disposals or ranges that may be in or connect with the dwelling. In the event an Owner of a townhouse fails to make necessary repairs or to perform necessary maintenance, the Association shall have the right to perform such repairs or maintenance, and if it performs such repairs or maintenance, then it shall bill the Owner the actual cost of such work plus reasonable handling charges and such total amount billed shall accrue interest at the rate of fifteen percent (15%) per annum from the date billed and shall be and remain a continuing lien upon the dwelling until such amount is paid.

The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in any portion of the Common Area or Limited Common Area or in any Lot or dwelling.

6. Section 7 (a) of Article VI of the Amended Declaration shall be amended by adding a third paragraph as follows:

Notwithstanding anything herein to the contrary, the Association may, at any time upon the affirmative vote of 60% of the members of the Association, suspend any security system and may, at any time upon the affirmative vote of 60% of the members of the Association, reinstate a security system. Such security system was suspended as of July 23, 1989 and remains suspended as of the date hereof.

7. All terms and provisions of the Amended Declaration shall remain in full force and effect except as specifically amended hereby.

8. All capitalized terms used herein shall have the same meanings as ascribed to them in the Amended Declaration.

IN WITNESS WHEREOF, the undersigned, with the approval of the Board of the Association herein, have caused this Amendment No. One to the Amended Declaration to be executed by its duly authorized officers this 23 day of March, 1992.

ATTEST:

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

Patricia L. Thompson
Assistant Secretary

By: William C. McCarty
President

STATE OF NEW MEXICO
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 23 day of March, 1992, by William C. McCarty, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for and on behalf of said Association.

Patricia L. Thompson
Notary Public

My Commission Expires:
2-14-94

The undersigned, representing at least ninety percent (90%) of all votes entitled to be cast hereon, hereby acknowledge and approve all amendments effected by Amendment No. One to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3; on behalf of the White Mountain Meadows Homeowners Association in accordance with the vote of the members at their Annual Meeting held on July 5, 1991.

ATTEST:

WHITE MOUNTAIN DEVELOPMENT CO., INC.
Class B member, 1066 votes, 96%

Patricia L. Thompson
Assistant Secretary

By: William C. McCarty
Vice President

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 13th day of May, 1992
at 11:53 A.M. in the Lincoln County Records, Book 1992-6, Pages 734-736
Martha McKnight Proctor By: Patricia L. Thompson Deputy
Lincoln County Clerk Rec. # 92-03863 Fees \$ 9.00 736

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 1st day of August, 1994
at 11:26 A. M., in the Lincoln County Records, Book 1994-11, page 519-522
by Martha McKnight Proctor, County Clerk, Charlotte Emmans, Deputy
Lincoln County Clerk

AMENDMENT NO. TWO TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WHITE MOUNTAIN MEADOWS,
UNITS 1, 2 AND 3

WHEREAS, WHITE MOUNTAIN DEVELOPMENT COMPANY, INC., a New Mexico corporation, as developer of WHITE MOUNTAIN MEADOWS and as the grantor under certain instruments of record creating restrictive covenants, conditions and restrictions, has subjected the following platted subdivisions within White Mountain Meadows, Village of Ruidoso, County of Lincoln, State of New Mexico:

WHITE MOUNTAIN MEADOWS; UNITS 1 AND 2, Ruidoso, New Mexico, as shown by the plat thereof filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 and 88; and

WHITE MOUNTAIN MEADOWS, UNIT 3, Ruidoso, New Mexico, as shown by the plat filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide 213;

to certain amended and/or restated replacement restrictions, covenants and conditions by that certain Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed in the office of the County Clerk of Lincoln County, New Mexico, on the 19th day of September, 1988, in Book 1988-12, at pages 20 through 53, both inclusive, and further subject to Amendment No. One to said Amended Declaration recorded May 13, 1992, in Book 1992-6, pages 734 through 736 of the Records of Lincoln County; and

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions for White Mountain Meadows, Units 1, 2 and 3 contains provisions allowing amendment thereof; and

WHEREAS, the WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, by vote of more than 90% of the Owner/Members thereof at their annual meeting on July 2, 1993, unanimously consented to a replat of certain multi-family sites located in WHITE MOUNTAIN MEADOWS, UNIT 1 (being sites numbered 1 through 29) to become single-family residential lots; and further unanimously consented to the necessary amendment of the Covenants, Conditions and Restrictions to effect such change from multi-family to single-family residential lots for the property replatted; and

WHEREAS, at such meeting the owner/members of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION authorized the Board of Directors of such Association to act on their behalf to approve the replat of such lots and the amendment necessary to effect the changes to the Restrictive Covenants; and

WHEREAS, the developer WHITE MOUNTAIN DEVELOPMENT COMPANY, INC. is the sole owner of the property affected by this amendment and replat;

NOW, THEREFORE, this Amendment No. Two to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, is hereby adopted and shall be in full force and effect from and after the date of recording hereof as to Lots 1 through 42 of White Mountain Meadows, Unit 1, as shown by the replat of Sites 1 through 29, White Mountain Meadows, Unit 1, filed July 22, 1994, in Cabinet F, Slide No. 60, of the Records of Lincoln County, New Mexico:

1. Section 1 (r) of Article II of the Amended Declaration shall be deleted in its entirety and replaced with the following Section 1 (r):

(r) White Mountain Meadows, Unit 1, Lots 1 through 42, Units 2 and 3, are hereby designated as "single-family housing residential areas" and not for the construction of townhouses, condominiums or apartments.

2. Section 1 (gg) of Article II of the Amended Declaration as amended by Amendment No. One, recorded May 13, 1992, in Book 1992-6, pages 734-736, both inclusive, of the Records of Lincoln County, New Mexico, shall be deleted in its entirety and replaced with the following Section 1 (gg):

(gg) White Mountain Meadows, Unit 1, Sites 30 through 43 and Sites 51 through 58 (each a "site"), are hereby designated for multi-family use for construction of townhouses only. Said Sites 30 through 43 and 51 through 58 contain a total of 109 site lots and the appurtenant limited common area, Sites 44 through 50 having been eliminated by that certain Partial Vacation of Plat recorded May 4, 1992, in Book 1992-6, pages 66-68 of the Records of Lincoln County, New Mexico.

The maximum density of Sites 30 through 43 and Sites 51 through 58 of Unit 1 is hereby limited to 109 site lots. The vacated sites are now a part of the common area owned by the White Mountain Meadows Homeowners Association.

3. Section 1 (kk) of Article II of the Amended Declaration as amended by Amendment No. One, recorded May 13, 1992, in Book 1992-6, pages 734-736, both inclusive, of the Records of Lincoln County, New Mexico, shall be deleted in its entirety and replaced with the following Section 1 (kk):

(kk) Sites 42 and 43 as designated on the plat of Unit 1 are limited to one-story in height. Lots 1 through 42 as designated on the replat of Unit 1 may, at the sole discretion of developer, be limited to one-story in height. The determination of the developer to limit a building to one-story in height on Lots 1 through 42 shall be made at the time of the initial sale and conveyance by developer of said Lots, and shall be contained in the deed from developer as a deed restriction limiting building to one-story in height. On all other non-vacated sites designated on the plat of Unit 1, no building shall exceed two (2) stories in height.

4. All terms and provisions of the Amended Declaration and Amendment No. One to the Amended Declaration shall remain in full force and effect except as specifically amended hereby.

5. All capitalized terms used herein shall have the same meanings as ascribed to them in the Amended Declaration and Amendment No. One to the Amended Declaration.

IN WITNESS WHEREOF, the undersigned Owner-Developer, with the approval of the Board of Directors of White Mountain Meadows Homeowners Association contained herein, have caused this Amendment No. Two to the Amended Declaration to be executed by its duly authorized officers this 28th day of July, 1994.

WHITE MOUNTAIN DEVELOPMENT CO., INC.

By: William G. McCarty
William G. McCarty
Vice President

ATTEST:

Patricia L. Thompson
Patricia L. Thompson
Assistant Secretary

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

By: William G. McCarty
William G. McCarty
President

The undersigned, representing at least ninety percent (90%) of all votes entitled to be cast hereon, hereby acknowledge and approve the Amendments effected by Amendment No. 2 to the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3; on behalf of White Mountain Meadows Homeowners Association in accordance with the unanimous vote of the members at their annual meeting held on July 2, 1993.

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

By: William G. McCarty
William G. McCarty
President

WHITE MOUNTAIN DEVELOPMENT CO., INC.
CLASS B. MEMBER 1044 VOTES, 96% 4

By: William G. McCarty
William G. McCarty
Vice President

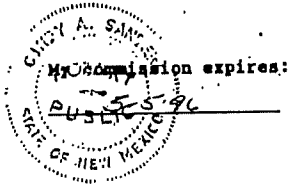
ATTEST:

Patricia L. Thompson
Patricia L. Thompson
Assistant Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on July 28, 1994, by William G. McCarty as Vice President of White Mountain Development Co., Inc., a New Mexico corporation, and by William G. McCarty as President of White Mountain Meadows Homeowners Association.

Clayton A. Sanchez
Notary Public



LINCOLN COUNTY-NM
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Book 2009 Page 4916
1 of 7
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BY LORRE1



Amendment No. 3 to Amended Declaration of Covenants, Conditions and

Restrictions of White Mountain Meadows Units 1, 2 and 3

WHEREAS, the WHITE MOUNTAIN MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., is a New Mexico corporation and governing body of White Mountain Meadows; and

WHEREAS, the following platted subdivisions are within the White Mountain Meadows Subdivision, in the Village of Ruidoso, County of Lincoln, State of New Mexico:

White Mountain Meadows, Units 1 and 2, Ruidoso, New Mexico as shown by the plat thereof, filed in the office of the County Clerk of Lincoln County, New Mexico, on the 13th day of August, 1982, in Cabinet D, Slide Nos. 87 and 88; and

White Mountain Meadows, Unit 3, Ruidoso, New Mexico as shown by the plat thereof, filed in the office of the County Clerk of Lincoln County, New Mexico, on the 26th day of January, 1984, in Cabinet D, Slide No. 213;

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3 contains provisions for the amendment thereof in Article VI, Section IV, by a vote of not less than sixty-six per cent (66%) of the Property Owners; and

WHEREAS, the membership has voted by the requisite majority to amend the Amended Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions is hereby adopted and shall be in full force and effect as of the date of the filing hereof with the office of the County Clerk of Lincoln County, and all of the real property

described above shall be held, sold, possessed and conveyed subject to this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of the property described above and shall run with the land and shall be binding on all heirs, assigns, successors and shall inure to the benefit of each owner thereof, as follows:

1. Article II, Section 1, Paragraph (y)

"Parking area, driveways and garages or carports shall face contiguous streets or access ways and shall be paved. Parking areas shall conform with Village of Ruidoso ordinances or Planning and Zoning Regulations."

Is Amended To:

Parking areas, driveways and garages or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to the garage or primary entrance. Circular driveways must be completely paved with said materials. Additional parking areas may be graveled (without an apron). Owners will have 1 year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances or applicable Planning and Zoning Regulations.

2. Article II, Section 1, Paragraph (ff)

"No business, manufacturing, commercial enterprise or public or commercial amusement shall be conducted, operated or maintained on the Properties. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sales of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects."

Is Amended To:

No manufacturing, commercial enterprise or public or commercial amusement shall be conducted, operated or maintained on the Properties, nor shall walk-in commercial

traffic be permitted. The Developer shall have the right, nonetheless, to maintain sales offices upon one or more of the Lots until the sales of all Lots is effected including Lots which may be added by Subsequent Amendment. Additionally, during construction of dwellings, contractors may maintain temporary offices for on-site projects.

3. Article II, Section 1, Paragraph (l)

"No commercial type vehicles shall be stored or parked on any lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence."

Is Amended To:

No commercial vehicle greater than one (1) ton shall be stored or parked on any lot, nor parked on any street except while engaged in transport to or from a residence. No recreational vehicle, camper, trailer, mobile home, boat, all-terrain vehicle or similar item shall be kept on a Lot except within an enclosed building. The recreational vehicle, camper, trailer, mobile home, boat, all-terrain vehicle or similar item must be fully enclosed and may not be in view from any other Lot or street and may not be used for temporary or permanent residence.

Small utility trailers may be stored on the property if it is completely screened from public view in all directions. Fencing or screening materials must be pre-approved by the Architectural Control Committee.

Boats, boat trailers and recreational vehicles may be parked on the driveway or alternate parking area of a Lot for the purpose of cleaning, stocking, and/or repairs for a period not to exceed seven (7) days.

4. Article II, Section 1, Paragraph (n)

"There shall be no 'time-share' or similar type ownership of any Lots, building, dwellings, or units thereof in the Properties."

Is Amended To:

There shall be no "time-share" or similar type ownership of any Lots, building, dwellings, or units thereof in the Properties. Additionally, Fractional Ownership of the same shall be prohibited if it exists as a Commercial Enterprise (e.g. time sharing professionally managed and/or traded).

5. Article II, Section 1, Paragraph (o)

"No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained or kept on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot."

Is Amended To:

No trash, junk, old vehicles not in operating condition, or unsightly object shall be allowed upon or maintained on any of the Lots. No washing machines or other appliances may be kept on the outside of any dwelling unless enclosed in an enclosure attached to the dwelling. All clotheslines shall be maintained on the rear of any Lot and shall be so placed as to not be visible from any adjoining Lot or street. No television antennas or satellite television reception dishes larger than 32 inches in diameter or similar devices shall be maintained upon any of the Lots or exterior of the buildings. Except during construction work, no large construction machinery, dump trucks, tractors, blades, etc. may be parked on any Lot.

6. Article II, Section 1, Paragraph (x)

"If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for the neighbor's mechanical or passive solar system."

Is Amended To:

If an Owner constructs a residence using a mechanical or passive solar system on his Lot, the neighboring Lot Owners shall not thenceforth construct or cause to be constructed, plant, grow, or install any new objects structures or trees which might cause an obstruction to their neighbor's Lot and the low winter sun angle necessary for their neighbor's mechanical or passive solar system.

Solar panels shall be mounted on the roofs of residences only. No solar panel systems shall be positioned on the surface of any Lot. Solar power roof-mounted power generating systems must be approved by the Architectural Control Committee prior to installation. Wind turbines (or windmills), micro hydropower systems, and PV-powered drain back solar systems are prohibited.

7. Article II, Section 1, Paragraph (t)

"All building shall be of all new first class construction and shall be completed within six (6) months from commencement thereof, Act of God excepted."

Is Amended To:

All buildings shall be of all new first class construction. The exterior of a new building shall be completed within six (6) months from commencement thereof, Acts of God excepted. The entire building shall be completed within one (1) year from the initial commencement date, Acts of God excepted.

Any exterior construction work that exceeds six (6) months duration will require an extension permit request in writing by the Owner to the Architectural Control Committee.

Construction of a detached storage building is permitted on a Lot. Owners must first obtain written approval by the Architectural Control Committee, to include site placement and design. The storage building must be of new and first class materials, must meet stated setback requirement for buildings, and must be of the same materials and color as the primary residence. Commercially manufactured detached storage buildings are prohibited.

8. The Following Language is added to Article XIII, Section 4 ("Enforcement Action"):

In the event any litigation ensues regarding any assessments levied against an owner's property or in any other legal action by the Association or an individual owner to enforce the Covenants, Conditions & Restrictions (through legal or equitable means), the prevailing party shall be entitled to recover their reasonable attorney's fees connected with same. Additionally, before any legal action is commenced, the parties to the dispute shall engage in mediation and shall equally bear the costs of same.

All terms and provisions of the Amended Declaration of Covenants, Conditions and Restrictions and the Amendment Nos. 1 and 2 thereto shall remain in full force and effect, except to the extent specifically amended by this instrument.

IN WITNESS HEREOF, the undersigned, with the approval of the Board of Directors of the Association herein, have caused this Amendment No. 3 to the Amended Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers on this, the _____ day of July, 2009.

ATTEST:

WHITE MOUNTAIN MEADOWS
PROPERTY OWNERS ASSOCIATION,
INC.

By: _____

Secretary

By: _____

John Hall, President

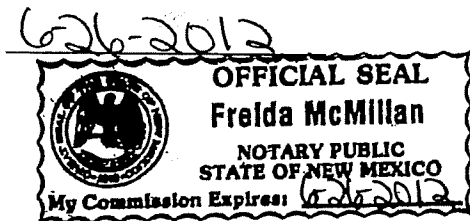
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Book 2009 Page 4916
6 of 7
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BY LOREK1

STATE OF NEW MEXICO)
)ss.
COUNTY OF LINCOLN)

The foregoing instrument was subscribed to and sworn before me by John Hall, president of the White Mountain Meadows Property Owners' Association, Inc., on this, the 2nd day of July, 2009.

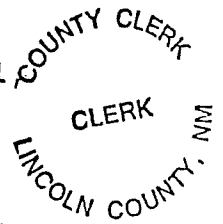

Notary Public

My commission expires:



LINCOLN COUNTY-NM
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Book 2009 Page 4916
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BY LOREER

Amendment No. 4 to the Amended Declarations of Covenants,
Conditions, and Restrictions of White Mountain Meadows Units 1,
2 and 3



WHEREAS, the WHITE MOUNTAIN MEADOWS PROPERTY OWNERS ASSOCIATION, Inc., is a New Mexico corporation and the governing body of the White Mountain Meadows; and

WHEREAS, the following platted subdivisions are within the White Mountain Meadows Subdivision, in the Village of Ruidoso, County of Lincoln, State of New Mexico:

White Mountain Meadows, Units 1 and 2 ,
Ruidoso, New Mexico as shown by the plat
thereof, filed in the office of the County
Clerk of Lincoln County, New Mexico, on the
13th day of August, 1982, in Cabinet D, Slide
Nos. 87 and 88; and

White Mountain Meadows, Unit 3, Ruidoso, New
Mexico as shown by the plat thereof, filed in
the office of the County clerk of Lincoln
County, New Mexico, on the 26th day of January,
1984, in Cabinet D, Slide No. 213;

WHEREAS, the Amended Declarations of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1,2 and 3 contain provisions for the amendment thereof in Article VI, Section IV, by a vote of not less than sixty-six percent (66%) of the Property Owners; and

WHEREAS, the membership has voted by the requisite majority to amend the Amended Declarations of Covenants, Conditions and Restrictions;

NOW, THEREFORE, this Amendment No. 4 to the Amended Declarations of Covenants, Conditions and Restrictions is hereby adopted and

LINCOLN COUNTY - NM
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shall be in full force and effect as of the date of the filing hereof with the office of the County Clerk of Lincoln County, and all of the real property described above shall be held, sold, possessed and conveyed subject to this Amendment No. 4 to the Amended Declaration of Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of the property described above and shall run with the land and shall be binding on all heirs, assigns, successors and shall inure to the benefit of each owner thereof, as follows:

1. Article II, Section 1, Paragraph (y)

"Parking areas, driveways and garages or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to the garage or primary entrance, Circular driveways must be completely paved with said materials. Additional parking areas may be graveled (without an apron). Owner will have 1 year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances and/or applicable Planning and Zoning Regulations.

Is Amended To:

"Parking areas, driveways, garages and/or carports shall face contiguous streets or access ways. Driveways must be paved with hot mix paving or reinforced concrete from the street to any and all garages, carports or other structure used to provide cover for parking and/or storage of a vehicle, trailer, boat or other conveyance that can be used on the roadways or waterways. If the dwelling does not have a garage(s), carport(s), or other structure as described above, the driveway must be paved to the primary entrance of the dwelling. Circular driveways must be

completely paved with said materials. Additional parking areas may be graveled. An apron is required if the parking area connects directly to the street. Owners will have one (1) year from the date of the certificate of occupancy to complete paving. Parking areas shall conform with Village of Ruidoso ordinances and/or applicable Planning and Zoning Regulations."

All terms and provisions of the Amended Declaration of Covenants, Conditions and Restrictions and the Amendment Nos. 1, 2 and 3 thereto shall remain in full force and effect, except to the extent specifically amended by this instrument.

IN WITNESS HEROF, the undersigned, with the approval of the Board of Directors of the Association herein, have caused this Amendment No. 4 to the Amended Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers on this 10 day of September, 2013.

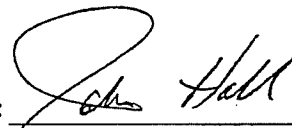
ATTEST

WHITE MOUNTAIN MEADOWS
PROPERTY OWNERS ASSOCIATION

BY:


Secretary/Treasurer

By:

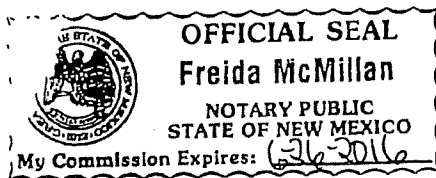

John Hall, President

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was subscribed to and sworn before me by John Hall, President of the White Mountain Meadows Property Owners' Association, Inc., on this 10th day of September, 2013.


Notary Public

My Commission Expires:



LINCOLN COUNTY-NM
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CERTIFICATE AS TO SUSPENSION OF SECURITY SERVICE
IN WHITE MOUNTAIN MEADOWS SUBDIVISION

WHEREAS the various Units of WHITE MOUNTAIN MEADOWS, a subdivision located in Ruidoso, Lincoln County New Mexico, were created as a security subdivision having a security guard at the entrance gate controlling access to the subdivision; and

WHEREAS, the Amended Declaration Of Covenants, Conditions and Restrictions of WHITE MOUNTAIN MEADOWS, UNITS 1, 2 AND 3, and SUPPLEMENT TO MEMBERSHIP AGREEMENT OF WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION which are recorded in Book 1988-12 at pages 20 through 53 of the records of Lincoln County, New Mexico, contain references to such security guard service; and

WHEREAS, to date few residences have been built within White Mountain Meadows and the cost of continuing operation of such security service would create a financial burden upon a number of the lot owners in such subdivision and certain members suggested suspension of the security guard service; and

WHEREAS, with due notice to all members, the suggestion to suspend security guard service was presented and acted upon by the members of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION at its annual meeting held on July 7, 1989;

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION hereby certifies as follows:

1. That the Notice of the annual meeting of the Home Owners Association mailed to all members on June 7, 1989 among other matters stated that "... The primary business of the meeting will be to determine the method of continuing to finance security....or in the alternative.....to suspend security until such time as there are sufficient members to pay the costs of payroll without such a burden on so few."

2. That there was a quorum present at such annual meeting of the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION held on July 7, 1989, consisting of 29 of the 41 Class A and Class A-1 members and the Class B member present in person or represented by proxy (99% of the total eligible vote being represented).

3. That after due discussion and deliberation, a motion was made and duly seconded that the security guard service at the entrance gate be suspended effective at midnight July 23, 1989 until future consideration and action by the members of the Home Owners Association. The motion was unanimously passed.

4. That upon further motion duly made, seconded and unanimously passed, dues for all Class A and Class A-1 members were set at \$240.00 for the year 1990 to be payable in January 1990.

5. That the Amended Declaration of Covenants, Conditions and Restrictions of WHITE MOUNTAIN MEADOWS, UNITS 1, 2 and 3 and the SUPPLEMENT TO MEMBERSHIP AGREEMENT OF WHITE MOUNTAIN MEMBERS HOME OWNERS ASSOCIATION remains in full force and effect except for temporary suspension of security guard service at the entrance gate.

6. That this Certificate is made for the purpose of informing purchasers of lots in WHITE MOUNTAIN MEADOWS, real estate agents, title abstractors and other concerned parties that controlled access at the entrance gate has been temporarily suspended.

WITNESS our hands and seal this 14th day of July, 1989.

ATTEST:

Patricia L. Thompson
Assistant Secretary

WHITE MOUNTAIN MEADOWS
HOME OWNERS ASSOCIATION.
By: *William G. McCarty*
William G. McCarty, President

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

CAMERA OPERATOR

DATE OF FILMING

Carol Belle Turner

7-19-89

STATE OF NEW MEXICO

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 14th day of July, 1989, by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, a non-incorporated association, on behalf thereof.

Jo Ann Barnett
Notary Public

My Commission Expires:

August 8, 1991

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document file.

One Bill Turner
CHIEF OPERATOR

DATE OF FILMING *7-19-89*

WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION

This is a supplement to that certain WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION MEMBERSHIP AGREEMENT which is contained in each Contract of Sale executed by White Mountain Development Company, Inc., a New Mexico Corporation, as Seller, together with its successors and assigns, hereinafter called the Developer, and each new member of WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, named as Purchaser in said contract. This supplement entirely supercedes and amends the previous Supplement to Membership Agreement recorded in the office of the County Clerk of Lincoln County, New Mexico on August 19, 1982, in Book 80 of Miscellaneous Records at pages 1182 through 1188 by virtue of a vote of more than 75% of the members of the Association voting in favor of this amending supplement, taken at a duly called and held meeting of the Association on July 30, 1988. A form contract is attached hereto.

1. White Mountain Meadows Subdivision:

White Mountain Development Company, Inc. is developing, and intends to continue developing, controlled access (security) and recreational residential subdivision units under the common name of White Mountain Meadows, located in Ruidoso, Lincoln County, New Mexico. The Developer will develop residential single-family lots and site lots for construction of townhouses to be constructed and/or sold by the purchasers of certain multi-family sites within White Mountain Meadows. White Mountain Meadows Subdivision will include all units of White Mountain Meadows, now or hereafter designated by the Developer to be a part of the Association, by instrument recorded in the office of the County Clerk of Lincoln County, New Mexico.

A home owners association has been organized to be known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION. One owner or purchaser of each unimproved lot or improved lot of White Mountain Meadows shall be and become a member of the Association subject to the provisions of this Supplemental Agreement and subject to the provisions contained in the Contract of Sale signed by the purchaser at the time of purchase of the lot, subject to the Bylaws of the Association and subject to the Amended Declaration of Conditions, Covenants and Restrictions applicable to the lot. The primary purpose of the Association shall be to acquire the recreational facilities and open land to be developed by the Developer in all units of White Mountain Meadows, to operate and maintain them for the benefit, welfare, security and recreation of the members, to add facilities thereto at the option of the membership, to pay for the employment of security guards (or automated security measures, if deemed necessary by the Association) to control access to the subdivision for the purpose of providing security, so long as providing such security is not held by a court of competent jurisdiction to be in violation of applicable law or the Association is not otherwise prohibited by law from providing such security, and to provide any other services deemed necessary by the Association. Said Association shall also acquire as Trustee for the townhouse associations the Limited Common Area surrounding the townhouse sites.

CERTIFICATION All microphotographic images of documents on this film strip are of authentic documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmmed as a necessary operation in the generation of an inviolate document.

Donald B. Heller, Jr.
CAMERA OPERATOR

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DATE OF FILMING

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FACILITIES

1. To Be Provided by the Developer:

Firm Commitments by the Developer: the Developer has constructed a security fence around the perimeter of the units which are presently a part of White Mountain Meadows, and a gatehouse and gate to provide for controlled access to the units of the subdivision; and has constructed two tennis courts and a golf putting and driving range upon the site known as WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION COMMON AREA in Unit 1. The Developer has conveyed to the Association the gatehouse and the WHITE MOUNTAIN MEADOWS HOME OWNERS COMMON AREA, free of encumbrances and at no cost to the Association. The Developer shall further convey to the Association, as Trustee for the townhouse owners, the Limited Common Area surrounding and appurtenant to Sites 1 through 58 of White Mountain Meadows, Unit 1, and any Limited Common Areas hereafter developed in further units of White Mountain Meadows. If additional green belt common areas are developed in future units, the Developer may convey such additional common areas to the Association under the same terms.

2. Optional Facilities Association:

At the discretion of the membership, the Association, at its expense, may elect to construct additional recreational facilities on such Common Area, such as, but not limited to, a clubhouse and/or swimming pool. At the discretion of the townhouse owners or their associations, recreational facilities may be constructed at their expense on the Limited Common Area provided that ninety percent (90%) of all site lot owners concur by affirmative vote at a meeting called for such purpose. Such facilities must conform to the Amended Declaration of Covenants, Conditions and Restrictions; must be approved by the Architectural Control Committee; and, unless otherwise specified in said vote, open to the common use of all site lot owners who will share, as appropriate, the assessments for the same. Failure to pay any assessments shall entitle the WHITE MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION to impose a lien upon the individual lots, and to foreclose the same, together with the interest that accrues, costs and reasonable attorney's fees.

NOW THEREFORE, in consideration of the premises, this Agreement WITNESSETH:

MEMBERSHIP

(a) One Class A Membership shall be issued to one of the buyers or owners of each Improved Lot in all units of White Mountain Meadows now or hereafter developed. Each such membership shall entitle the owner and his or her spouse, and their unmarried children under 21 years of age, to the privileges of such membership, subject to the payment of assessments as herein provided. In the event that the Improved Lot is sold or transferred by the Member to a new buyer or buyers, the membership shall be transferred to one of the new buyers by written notice to the Association.

(b) Class A-1 Memberships: One Class A-1 membership shall be issued to one of the buyers or owners of each Unimproved Lot in all units of WHITE MOUNTAIN MEADOWS, now or hereafter developed. Each such membership shall entitle the owner and his or her spouse, and their unmarried children under 21 years of age, to the privileges of such membership, subject to the payment of assessments as herein provided. In the event that an Unimproved Lot is sold or transferred by the member to a new buyer or buyers, the membership shall be transferred to one of the new buyers, by written notice to the Association. The Class A-1 membership shall be upgraded to a Class A

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CINEMA OPERATOR
DATE OF FILMING

membership upon undertaking the building or construction of a residence on the Unimproved Lot and the Class A-1 membership for such Unimproved Lot shall thereupon automatically terminate and expire.

(c) Class B Membership: the Developer shall be entitled to three (3) Class B memberships for each Lot owned by the Developer or its successors in all units of WHITE MOUNTAIN MEADOWS now or hereafter developed, until each of said Lots is sold.

(d) At the discretion of the members, the Association may elect to sell memberships to non-residents of WHITE MOUNTAIN MEADOWS, and may establish their own terms for such sales.

ASSESSMENTS

(a) Class A and Class A-1 Members: Every member these classes of membership shall pay annual assessments payable annually in advance by January 1 of each year, with assessments for the year of purchase being prorated and paid of the date of closing said member's contract to purchase Lot. The annual assessments for Class A Members for the year from January 1, 1988 through December 31, 1988 are hereby established at \$85 per month, subject to increase as set out below in paragraph (c) (effective September 1, 1988). The annual assessments for Class A-1 Members for the year from January 1, 1988 through December 31, 1988 are hereby established at \$20.00 per month, subject to increase as set out below in paragraph (c).

(b) Class B Member: Site Lots and Unimproved Lots owned by the Developer shall not be subject to annual or special assessments imposed by the Association. Improved Lots owned by the Developer shall be subject to annual and special assessments the same as if such Improved Lots were owned by a Class A Member. The Developer may enter into subsidy contracts with the Association for payment of a portion of the common expenses to be paid by the Association. Further, the Developer may contribute assessments due from it in service or materials or a combination of services and materials, rather than in money.

(c) The annual assessments for Class A and Class A-1 memberships shall be subject to increase in an amount not to exceed 10% per annum for each class by action of the Board of Directors of the Association effective January 1 of any year commencing January 1, 1989; or may be increased more than 10% per annum by affirmative vote of 60% of the members of each class in attendance, either in person or represented by proxy, at the annual meeting or a special meeting called for that purpose.

(d) The townhouse associations shall be subject to assessment on a prorata basis for the maintenance and upkeep of the LIMITED COMMON AREA and for the ad valorem taxes accruing against said LIMITED COMMON AREA; and such townhouse associations as benefit from private roads or ways providing access to their townhouse areas shall be subject to assessment for the maintenance and repair of such private roads or ways. Notice of said assessments shall be mailed by the Association to each such townhouse association at the address shown on the books of the White Mountain Meadows Home Owners Association; and the townhouse associations shall assess their members for their pro-rata share of such assessments and shall be responsible for the collection and payment thereof. All assessments shall be considered delinquent if not paid within thirty (30) days of the date of said notices.

ALL microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Document Certification on file at this agency. These documents are routinely microfilmed as a necessary operation in the generation of an inviolate document. This is a true and correct copy of the original document.

Original Document
CARRIED TO FILE

57

DEFAULT AND LIEN

Failure to pay such assessments within thirty (30) days of the due date shall constitute a default under the purchase contract and such payment shall be secured by a lien to be filed by the Association against the Lot, as provided in the recorded Amended Declaration of Covenants, Conditions and Restrictions governing each unit of White Mountain Meadows and as provided by purchaser's Contract of Sale and Membership Agreement, by this Supplement and by the Bylaws of the Association.

VOTING RIGHTS

Each Class A and Class A-1 member in good standing shall have one vote for each Lot, owned by such member.

The Class B Member, the Developer or its successors, shall have three (3) votes for each Lot owned by it.

MANAGEMENT

The Association shall have full responsibility for the management through its Board of Directors as provided in the Bylaws. Any trust account balances and all books and other records shall be turned over by White Mountain to the Board of Directors of the Association as soon as possible after its election.

BINDING EFFECT

The terms and conditions of this Supplement to Membership Agreement shall be binding upon and run with the real property subjected hereto as provided in the Amended Declaration and the Contract of Sale.

RIGHTS AND DUTIES

The rights and duties of the Association members are further prescribed in the Bylaws of the Association.

ADDRESS FOR PAYMENT OF DUES AND ASSESSMENTS

All dues and assessments shall be payable to the WHITE MOUNTAIN MEADOWS HOME OWNER ASSOCIATION, c/o P.O. Box 55, Ruidoso, New Mexico, 88345, or to the Association at the address of the Association, as the same may be changed from time to time.

AMENDMENTS

This Supplement to Membership Agreement may be amended by affirmative vote of 66% of the membership of the Association present in person or represented by proxy at the annual meeting or at a special meeting called for that purpose.

IN WITNESS WHEREOF the undersigned has caused this Supplement to Membership Agreement to be executed by its duly authorized officers this 1st day of September, 1988.

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION

By: _____

President

ATTEST:

Secretary

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized documents in the possession of this agency as noted in the Statement of Location Certification on file at this agency. These documents are routinely micro-filmed as a necessary operation in the generation of an inviolate document file.
CARMEL DALLER
CHIEF OPERATOR
DATE OF FILMING

STATE OF NEW MEXICO
COUNTY OF LINCOLN

)
) SS.
)

The foregoing instrument was acknowledged before me this
1st day of September, 1988, by William G. McCarty,
President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for
and on behalf of said association.

My Commission Expires:

April 26, 1992

Deanna M. McNamee Wright
Notary Public

STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 19th day of September, 1988
at 12:17 P.M., in the Lincoln County Records, Book 1988-12, pages 49-53
Fran Siddens
Lincoln County Clerk By *[Signature]* Deputy
Rec. # 8808033 Fees: \$ 13.00

[3182f]

53

CERTIFICATION
All microphotographic images of documents on this film strip are of authorized
documents in the possession of this agency as noted in the Statement of Inven-
ment Certification on file at this agency. These documents are routinely micro-
filmed as a necessary operation in the generation of an inviolate document film.
Carmel Bolle
CAMERA OPERATOR
DATE OF FILMING

AMENDMENT NO. ONE TO SUPPLEMENT TO
MEMBERSHIP AGREEMENT
WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION

WHEREAS, White Mountain Meadows Homeowners Association (the "Association") is a party to that certain Supplement to Membership Agreement dated September 1, 1988; and

WHEREAS, each new member of the Association accepts the terms of the Membership Agreement and Supplement thereto upon joining the Association; and

WHEREAS, the Supplement may be amended by affirmative vote of 66% of the membership of the Association; and

WHEREAS, the Association desires to amend the Supplement and the signatures of owners representing more than the required sixty-six percent (66%) of the membership appear hereon, reflecting approval of the amendment effected hereby;

NOW THEREFORE, the Supplement is hereby amended as follows:

1. Paragraph 1, under the heading "Facilities", beginning with line 11 is hereby amended to read: "The Developer shall further convey to the Association, as Trustee for the townhouse owners, the Limited Common Area surrounding and appurtenant to Sites 1 through 43 and Sites 51 through 58 of White Mountain Meadows, Unit 1, and any Limited Common Areas hereafter developed in further units of White Mountain Meadows. If additional green belt common areas are developed in present or future units, the Developer may convey such additional common areas to the Association under the same terms."

2. Paragraph (a), under the heading "Assessments", is hereby deleted in its entirety and replaced with the following new paragraph (a):

(a) Class A and Class A-1 Members: Every member of these classes of membership shall pay annual assessments payable annually in advance by January 1 of each year, with the assessments for the year of purchase being prorated and paid as of the date of closing said member's contract to purchase the Lot. The annual assessments for Class A members for the year from January 1, 1992 through December 31, 1992 are hereby established at \$20 per month, subject to increase as set out below in paragraph (c). The annual assessments for Class A-1 Members for the year from January 1, 1992 through December 31, 1992 are hereby established at \$20.00 per month, subject to increase as set out below in paragraph (c).

3. All terms and provisions of the Supplement shall remain in full force and effect except as specifically amended hereby.

ATTEST:

Peterson L. Thompson
Assistant Secretary

WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION
By: *William G. McCarty*
President

STATE OF NEW MEXICO
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 23rd day of March, 1992, by William G. McCarty, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION for and on behalf of said Association.

Victoria L. Pether
Notary Public

My Commission Expires:

2-14-94

The undersigned developer of WHITE MOUNTAIN MEADOWS, representing at least sixty-six percent (66%) of the membership of the Association, hereby acknowledges and approves Amendment No. One to the Supplement to the White Mountain Meadows Homeowners Association Membership Agreement.

ATTEST:

Patricia L. Thompson
Assistant Secretary

WHITE MOUNTAIN DEVELOPMENT CO., INC.
Class B Member, 1066 votes, 96%

By: *Wm. R. McCoy*
Vice-President

STATE OF NEW MEXICO	
COUNTY OF LINCOLN	SS
Recorded this 13th day of	
May, 1992, at 11:54 A.M.	
by the Lincoln County Records.	
Book 1992-6, Pages 737-738	
<i>Walter V. [illegible]</i>	
Lincoln County Clerk	
By <i>Boyd Hill</i> Deputy	
Ret. # 92-03864	Pages 7.00

WHITE MOUNTAIN MEADOWS ARCHITECTURAL CONTROL

WHEREAS, in accordance with the CCR's covering the WHITE MOUNTAIN MEADOWS subdivision units, Architectural Control of building plans and site location was vested in the Developer, White Mountain Development Company, Inc., until such time as Architectural Control was turned over to a committee selected by the Homeowners Association and;

WHEREAS, the Board of Directors of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, an unincorporated New Mexico association, at its Annual Meeting held on July 20, 2002, elected to continue the same Architectural Control for all and future units of White Mountain Meadows, Lincoln County, New Mexico, in the Developer;

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, does hereby give notice to all buyers, present and future lot owners in White Mountain Meadows units, that exterior building plans, including site location, shall require the approval of Bill McCarty, Vice President, of White Mountain Development Company who is the Architectural Control Committee; by presentation of such plans to his office located at 1097 Mechem Drive, mailing address P. O. Box 55, Ruidoso, New Mexico, 88355, for review, approval and signature.

This authority shall remain vested in White Mountain Development Company until otherwise changed by vote of the Homeowners Association and by further notice.

Dated this 26th day of October, 2002.

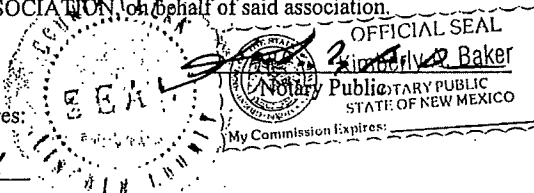
WHITE MOUNTAIN MEADOWS
HOMEOWNERS ASSOCIATION.

By: Herbert H. Brunell, Jr.
Herbert H. Brunell, Jr., President

STATE OF NEW MEXICO
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 26th day of October, 2002, by Herbert H. Brunell, Jr., President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION on behalf of said association.

My Commission Expires: 5/29/2006



STATE OF NEW MEXICO, LINCOLN COUNTY: Recorded this 7th day of November, 2002

at 11:48 A. M., in the Lincoln County Records, Book 294, pages 1090

Tammie J. Maddox
Lincoln County Clerk

By: Klara E. Schupp
Rec. # 200211500

Fees \$ 9.00

Deputy

WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION ARCHITECTURAL CONTROL

WHEREAS, in accordance with the Declaration of Covenants, Conditions, and Restrictions covering the WHITE MOUNTAIN MEADOWS Subdivision Units 1, 2, and 3, Architectural Control of building plans and site location was vested in the Developer, White Mountain Development Company, Inc., until such time as Architectural Control was turned over to a committee selected by the Homeowners Association and;

WHEREAS, the Board of Directors of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, an unincorporated New Mexico association, at its Annual Board Meeting held on July 7, 2007, and again at a Special Meeting of the Board of Directors held on July 11, 2007 appointed White Mountain Development Company, Inc. the Architectural Control Committee for Units 1, 2, and 3 of White Mountain Meadows Subdivision, Lincoln County, New Mexico. Architectural control is currently vested in White Mountain Development for White Mountain Meadows, Unit 4, pursuant to the supplemental Declaration of Covenants, Conditions, and Restrictions of said Unit, filed on the 11th day of April 2003 in Cabinet H, Slide No. 565.

NOW THEREFORE, the undersigned President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, does hereby give notice to all buyers, present and future lot owners in White Mountain Meadows Units 1, 2, & 3, that exterior building plans, including site location, shall require the approval of Bill McCarty, Vice President, of White Mountain Development Company, by presentation of such plans to his office located at 1097 Mechem Drive, mailing address P. O. Box 55, Ruidoso, New Mexico, 88355, for review, approval and signature.

This authority shall remain vested in White Mountain Development Company until otherwise changed by vote of the Homeowners Association and by further notice.

Dated this 12th day of July 2007.

White Mountain Meadows Homeowners Association

By:

Shelley McGarvey
Shelley McGarvey, President

STATE OF NEW MEXICO
COUNTY OF LINCOLN.

The foregoing instrument was acknowledged before me this 12th day of July 2007, by Shelley McGarvey, President of WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION, on behalf of said association.

My commission expires: 07 29, 2010

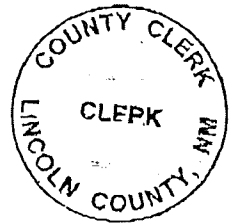
Notary Public

OFFICIAL SEAL

Kimberly A. Baker

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: _____



NOTICE PURSUANT TO THE HOMEOWNER ASSOCIATION ACT
for the
WHITE MOUNTAIN MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.,
a New Mexico corporation,
d/b/a **WHITE MOUNTAIN MEADOWS HOMEOWNERS ASSOCIATION**

The information included in this Notice is provided by the White Mountain Meadows Property Owners' Association, Inc., d/b/a White Mountain Meadows Homeowners Association, in accordance with Section 4 of the *New Mexico Homeowner Association Act*.

1. Name and Address: White Mountain Meadows Property Owners' Association, Inc.
102 Charles McClellan Drive
Ruidoso, New Mexico 88345
2. There is no outside management company.
3. This Property Owners' Association was formed prior to July 1, 2013.
4. Recording Information:

Plats:	a) White Mountain Meadows, Units 1 and 2, filed August 13, 1982, in Cabinet D, Slide Nos. 87 and 88, Records of Lincoln County, New Mexico;
	b) White Mountain Meadows, Unit 3, filed January 26, 1984, in Cabinet D, Slide No. 213, Records of Lincoln County, New Mexico;
	c) White Mountain Meadows, Unit 4, filed April 11, 2003, in Cabinet H, Slide No. 565, Records of Lincoln County, New Mexico; and
	d) White Mountain Meadows, Unit 5, filed May 19, 2008, in Cabinet J, Slide No. 117, Records of Lincoln County, New Mexico.

Declarations:

1. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows Units 1, 2 and 3, filed August 19, 1982, in Book 80 of Miscellaneous Records, Pages 1151-1169, Records of Lincoln County, New Mexico;
2. Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed September 19, 1988, in Book 1988-12, Pages 20-48, Records of Lincoln County, New Mexico;
3. Amendment No. One to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed May 13, 1992, in Book 1992-6, Pages 734-736; Records of Lincoln County, New Mexico;
4. Amendment No. Two to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed August 1, 1994, in Book 1994-11, Pages 519-522, Records of Lincoln County, New Mexico;
5. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Unit 4, filed April 11, 2003, in Book 312, Pages 483-485, Records of Lincoln County, New Mexico;

6. Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Unit 5, filed May 19, 2008, in Book 2008, Page 3954, Records of Lincoln County, New Mexico;
7. Amendment No. 3 to Amended Declaration of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed July 6, 2009, in Book 2009, Page 4916, Records of Lincoln County, New Mexico; and
8. Amendment No. 4 to Amended Declarations of Covenants, Conditions and Restrictions of White Mountain Meadows, Units 1, 2 and 3, filed September 12, 2013, in Book 2013, Page 6554, Records of Lincoln County, New Mexico.

WHITE MOUNTAIN MEADOWS PROPERTY OWNERS'
ASSOCIATION, INC., a New Mexico Corporation
d/b/a White Mountain Meadows Homeowners
Association

By: Dayne J. John Hall
Dayne J. John Hall, President

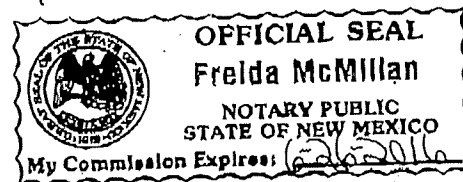
STATE OF NEW MEXICO)
: ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on September 15th, 2015, by Dayne J. John Hall, President of the White Mountain Meadows Property Owners' Association, Inc., a New Mexico Corporation d/b/a White Mountain Meadows Homeowners Association.

My commission expires:

6-26-2016

Freida McMillan
Notary Public



AFFIDAVIT

REPLAT OF
SITES 30, 32-40, 42-43, 51-53 & 56
WHITE MOUNTAIN MEADOWS, UNIT 1
RUIDOSO, LINCOLN COUNTY, NEW MEXICO

STATE OF NEW MEXICO) ss
COUNTY OF LINCOLN) ss

The Replat of Sites 30, 32-40, 42-43, 51-53 & 56, White Mountain Meadows, Unit 1, Ruidoso, Lincoln County, New Mexico, November 2002, as filed in Lincoln County Map Cabinet H, Slide No. 492 on 18 December 2002 contains a scribner's error.

The bearing shown on the side boundary of Sites 37A, 38A, 39A and 49A (N 13° 55' 49" E) is wrong. The correct bearing is N 18° 26' 45" E.

This certifies that I am the Registered Surveyor who prepared said plat.

22 Sept. 2003
Date

Darryl T. Collins
Darryl T. Collins, PLS #4971



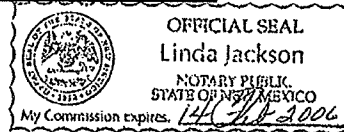
ACKNOWLEDGMENT

STATE OF NEW MEXICO) ss
COUNTY OF LINCOLN) ss

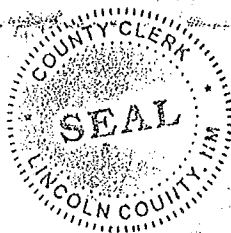
The foregoing instrument was acknowledged before me this 22nd day of September 2003, by Darryl T. Collins.

My commission expires:
14 February 2006

Linda Jackson
Notary Public



STATE OF NEW MEXICO	} ss
COUNTY OF LINCOLN	
Recorded this <u>24th</u> day of <u>September</u> , 20 <u>03</u> , at <u>10:15 A.M.</u>	
In the Lincoln County Records.	
Book <u>334</u> , Pages <u>177</u>	
Tammie J. Maddox Lincoln County Clerk	
By: <u>Opal Hiler</u> Deputy	
Rec. # 200310718 Fees: \$ 9.00	



* 1 *

