

421,139
LAND OF NEW MEXICO
COUNTY OF SANTA FE
SANTA FE
COUNTY CLERK, SANTA FE COUNTY, N.M.

384105



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PUEBLOS DE RODEO ROAD SUBDIVISION
(A PLANNED UNIT DEVELOPMENT)

THIS DECLARATION, made on the date hereinafter set forth by R.R. 2 Ltd., a New Mexico limited partnership hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Santa Fe, State of New Mexico, which is more particularly described on "Exhibit A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 and 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. "Association" shall mean and refer to Pueblos de Rodeo Road Owners Association, its successors and assigns. The purpose of the Association shall be to maintain the Common Area (as defined herein) for the benefit of all Owners (as defined herein) and capital expenditures by the Association shall not be discouraged, except insofar as they serve to accomplish the aforementioned purposes.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on "Exhibit A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Unit is described on the plat of Pueblos de Rodeo Road Subdivision which is attached hereto and incorporated by reference herein as "Exhibit B". The Common Area does not include the thirty acre school site on the Equestrian Park described in Article V herein, the single family lots, the acre lots, and the townhouse unit lots.

Section 5. "Unit" shall mean and refer to each dwelling unit shown upon the Master Development Plan filed with the City of Santa Fe, New Mexico, as it may be amended from time to time, excepting only the Common Area and the Declarant explicitly reserves the right to amend the Master Development Plan from time to time.

Section 6. "Declarant" shall mean and refer to N.M. 3 Ltd., a New Mexico limited partnership, its successors and assigns if such successors or assigns should acquire more than one Unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Rights of Ownership and Possession and Easements of Enjoyment. Each Owner shall be entitled

to exclusive ownership and possession of his Unit. Every owner shall have a right and easement of enjoyment to the Common Area with the purpose for which it is intended which shall be appurtenant to and shall pass with the title to every Unit. 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 Unit, 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. Nothing shall be stored in the Common Area without the prior consent of the Board of Directors.

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

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area, without the prior consent of the Board of Directors.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units. The one-acre lots shall not be subject to the foregoing provision, but shall be governed instead by applicable State or ordinances.

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

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

(h) There shall be no violation of rules and regulations for the use of the Common Area adopted by the Board of Directors 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 encroachments so long as they 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.

(j) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(k) The Association shall have the right to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(l) The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Any such dedication or transfer shall require the assent of two-thirds (2/3) of all votes cast in person or by proxy at a meeting duly called for such purpose and any such dedication or transfer to be effective shall require the signature of the President of the Association on the instrument of conveyance.

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

(n) Each Owner grants to the Declarant a right of first refusal to re-purchase his or her lot(s) should the Owner desire to sell same. The Declarant shall have thirty (30) days after receiving written notice of the Owner's intention to sell his or her lot(s) in which to re-purchase said lot(s) on the same terms and conditions as the Owner has offered to a private purchaser.

Section 2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment, to the Common Area and facilities to the members of his family his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such

persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit shall by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) for Owners of Units 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 of 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 property 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 property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successor in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the improvement and maintenance of the Common Area situated upon the Properties, including taxes and insurance on the Common Area.

Section 3. Minimum Annual Assessment. Until July 1, 1977, the minimum annual assessment shall be ten dollars (\$10.00) per unit.

(a) From and after July 1, 1977 the minimum annual assessment may be increased each year not more than five percent (5%) above the minimum assessment for the previous year without a vote of the membership.

(b) From and after July 1, 1977 the minimum annual assessment may be increased more than five percent (5%) above the minimum assessment for the previous year by the affirmative vote of a majority of all the votes cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount less than the minimum.

(d) The Board of Directors may elect to have the annual assessment paid in annual, semi-annual or monthly installments.

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 applicable to that year only 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, including fixtures and personal property related thereto, provided, however, that any such assessment shall have the affirmative vote of 90% of all votes cast in person or by proxy, at a meeting duly called for this purpose.

Section 5. Monthly Assessments for Utility Charges. In addition to the annual and special assessments authorized above, the Association shall levy monthly assessments against each Unit Owner for the payment of water, gas, electricity and

other similar utility services. The total charge for such services shall be reasonably prorated among the Units by the Board of Directors after taking into account the size of each Unit, the type of air conditioning in each Unit and any other relevant information.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. 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 By-Laws of the Association. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 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 7. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis or other convenient basis as selected by the Board of Directors of the Association.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit 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 due dates shall be established by the Board of Directors. 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 Unit have been paid.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may do any one or all of the following:

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

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

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

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 10. Subordination of Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage fore-

closure 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 Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Owner's Obligation to Repair. 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 Unit 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 Unit. In addition to decorating and keeping the interior of the Unit 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 Unit. In the event an Owner fails to make necessary repairs or to perform necessary maintenance, then 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 ten percent (10%) per annum from the date billed and shall be and remain a continuing lien upon the Owner's Unit until such amount is paid.

It is expressly understood that air conditioners are located appurtenant to some Units and an easement is hereby reserved in favor of each such Unit for the purpose of maintenance, repair or replacement of said air conditioners by the respective Owners as required hereinabove.

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 in any Unit.

The Owner shall promptly pay when due, all charges which give rise to any lien which may hereafter be filed against his Unit.

The townhouse units within the subdivision shall each have separate and independent owners associations, which associations shall further define that association's unit owner's responsibility and obligation to repair their unit.

Section 12. Prohibition Against Structural Changes by Owner. The Owner shall not, without first obtaining written consent of the Board of Directors, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the exterior of the buildings or other 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 or hereditament without the written consent of the Board of Directors. The Owner shall not paint or decorate any portion of the exterior of the buildings or other Common Area or any portion of the patio fences, without first obtaining written consent of the Board of Directors.

Section 13. Entry for Repairs. The Association or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and damage caused thereby shall be repaired by the Association out of the common expense fund.

ARTICLE V

ARCHITECTURAL CONTROL AND STANDARDS

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 to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, or by an architectural committee composed of five (5) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The following building architectural standards shall be the minimum requirements for construction within Pueblos de Rodeo Road Subdivision and shall constitute the standards to be used by the Architectural Committee when reviewing plans and specifications.

A. SINGLE FAMILY HOUSING1. Acceptable Architectural Styles:

- (a) Pueblo
- (b) Territorial
- (c) Spanish mission

2. Size Requirement. The finished living area in the R-1 zoning area in any proposed plan shall be not less than 1,500 square feet.

The minimum lot size in the R-3 zoning area shall be 14,000 square feet. Units on R-3 zoned lots shall be at least

1,200 square feet of heated area. Units on R-5 zoned lots constructed directly across the street from R-3 lots shall be at least 1,100 square feet of heated area.

The minimum lot size in the R-5 zoning area shall be 6,000 square feet. Units on R-5 zoned lots shall be at least 850 square feet in heated area. Zero lot lines shall be encouraged on R-5 zoned lots.

3. Insulation Standards. Minimum accepted ratings for insulation shall be R-30 for ceilings and R-19 for walls, with insulated glass anodized windows, or such other minimum ratings or standards of insulation as may be approved by the City of Santa Fe, New Mexico. Stucco. A compatible earth tone stucco shall be required.

5. Fence Restriction. No fence or chain link fence shall be allowed in the area from the street to the front setback.

6. Roof Standards. The only roof types which shall be approved are flat roofs or pitch roofs with tile, provided, however, that the Architectural Committee may waive or alter this standard to accommodate plans for solar energy construction.

7. Landscaping. The preservation and utilization of natural vegetation and trees shall be encouraged by the Architectural Committee. The Developer shall devise landscape plans for single family lots and the streets fronted by single family lots, provided, however, that this provision shall not apply to the acre lots. The lot owners have an obligation to attempt to comply with the Developer's landscaping plan and to spend up to \$200 to so comply. Lot owners shall be in compliance with the Developer's landscape plan within three (3) years from the date of completion of a single family residence. If the

foregoing provision is not accomplished, it shall be the prerogative of the Owners Association to expend any necessary amounts to bring the lot in question into compliance and to assess the lot owner in an equivalent amount. No irrigated area or area of solid vegetation shall exceed 1,000 square feet in area of any lot.

8. Placement on lots. On those lots with 50 feet of frontage the Architectural Committee shall have the right to provide for placement of the residence on the site. If this right is not exercised by the Architectural Committee the lot owner has the responsibility to insure that said placement is in conformance with applicable codes and ordinances of the City of Santa Fe.

9. Energy Conservation. The use of water and energy conservation devices shall be required by the Architectural Committee, and the following water conservation measures shall be in effect and shall constitute minimum guidelines.

a. Water meters must be installed for each individual residence.

b. Except where otherwise provided herein, no outdoor use of water for irrigation purposes is permitted, except for initial irrigation of native plant species to establish such species during the first year of their growth. All landscaping must utilize native trees, shrubs and grasses, or non-plant materials.

c. Swimming pools, of a permanent or temporary nature, are only allowed with the written consent and approval of the Architectural Committee and there shall not be more than one such pool for every five (5) building units. Children's wading pools of a diameter of eight (8) feet or less and a depth of one (1) foot or less are exempted from this requirement.

d. Water systems shall be designed to deliver an average pressure of no more than 50 psi and a maximum pressure of 60 psi, as measured at or within each residential property line (and not within the main system).

e. The written consent and approval of the Architectural Committee is required for units designed with more than two (2) bathrooms per lot, provided, however, there shall not be more than a total

of eight hundred seventy-six (76) bathrooms on the properties. Fixtures such as bathtubs and lavatories shall be of normal capacity and fitted with faucets with a maximum capacity of 4.0 gallons per minute. Shower heads must have a capacity of no more than 3.0 gallons per minute. Toilets shall be of a type designed to use no more than 3.5 gallons per flush.

f. The written consent and approval of the Architectural Committee is required for units designed with more than one (1) kitchen and one (1) utility sink. These must be fitted with faucets of a maximum capacity of 4.0 gallons per minute. One (1) automatic dishwasher and one (1) automatic clothes washer are permitted, and it is requested that such units have a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.

10. Mobile Home Restriction. No mobile homes shall be placed on any lot in this subdivision whether for office or residential use.

11. Resubdivision Restriction. No further resubdivision or replatting of any single family lot within this subdivision shall be allowed.

12. Construction Completion Requirement. Exterior construction within this subdivision must be completed within one year from the date of commencement of said construction.

B. TOWNHOUSE UNITS

It is anticipated that each townhouse unit shall have its own separate owners association, which may establish more stringent building and architectural standards, however the minimum standards of any association within the subdivision are listed herein.

1. Acceptable Architectural Styles:

- (a) Pueblo
- (b) Territorial
- (d) Spanish mission

2. Size Requirement. Minimum total square footage of heated area:

1. Acceptable Architectural Styles:

- (a) Pueblo
- (b) Territorial
- (c) Spanish mission

2. Size Requirement. Minimum total square footage of heated area:

- (a) 1 bedroom = 800 square feet
- (b) 2 bedroom = 1,000 square feet
- (c) 3 bedroom = 1,300 square feet

3. Ground Floor Coverage. The minimum size of any ground floor unit shall be 650 square feet of heated area.

4. Maximum Number of Stories. Townhouse units may not be greater than two (2) stories in height plus a loft area, provided, however, that the loft area may not exceed 15% of the total square footage of the unit.

5. Minimum Requirement for Exterior Enclosed Space. Courtyards or other exterior enclosed spaces must be at least 300 square feet in area.

6. Minimum Size Requirements for Patios. Patios must be at least 120 square feet and shall be enclosed by walls, fences or building walls on at least three sides.

7. Minimum Size Requirements for Rooms.

(a) Living Room: 160 square feet; no dimension less than 11 feet.

(b) Dining Room: 90 square feet; no dimension less than 9 feet.

(c) Kitchen: 80 square feet with minimum free counter space of 12 linear feet.

(d) Bedrooms:

Master: 140 square feet with
no dimension less than 11 feet.

Other: 110 square feet with no dimension less than 10 feet.

8. Unit Width Minimums. No unit shall be less than 20 feet center to center of party walls.

9. Bathroom Requirements.

(a) 1 bedroom = 1 bath

(b) 2 bedroom = 1 bath

(c) 3 bedroom = 1 1/2 bath

10. Maximum Number of Units Per Building. There shall be not more than 4 units in any townhouse unit.

11. Insulation Standards. Minimum accepted ratings for insulation shall be R-23 for ceilings and R-19 for walls.

12. Yard Restriction. No irrigated area or area of solid vegetation shall exceed 1,000 square feet in area on any lot.

13. Window Requirements. All glass shall be thermal-panes or be equipped with storm units.

14. Stucco. The same color stucco shall be used consistently throughout any one townhouse unit.

15. Placement on Lots. The Architectural Committee shall have the right to provide for placement of the townhouse units on the sites, subject to final approval by the Planning Department of the City of Santa Fe.

16. Submission of Plans to Architectural Committee. Each developer of a townhouse unit shall submit plans including elevations, site plans and grading plans at least sixty (60) days prior to anticipated commencement of construction. All plans must be approved by the Architectural Committee as outlined above subject to final approval by the Planning Department of the City of Santa Fe prior to issuance of a building permit.

C. VARIANCES FROM MINIMUM STANDARDS

The Architectural Committee shall have the authority to grant a variance or variation from strict application of the minimum standards contained herein, when the strict application of these standards would result in unusual practical difficulties to, or undue hardship upon the Owner of such property, provided that such relief of variance can be granted without substantial impairment of the intent and purpose of the minimum standards and integrity of this Declaration. Financial gain or loss shall not be the determining factor in deciding a variance hereunder.

D. ENFORCEMENT OF ARCHITECTURAL STANDARDS AND RESTRICTIONS

Enforcement of the minimum building and architectural standards contained in this article shall be the responsibility of the Association, pursuant to Article VI herein, and the Architectural Committee shall not be responsible for such enforcement.

E. SCHOOL SITE ON EQUESTRIAN PARK

A thirty (30) acre site in the Southeast portion of the tract has been reserved for use as an elementary school or public park and any provision or restriction in this Declaration which would prohibit such use is waived for such purpose. This site is restricted to use as a school or public park and any resale or resubdivision of said site shall be prohibited unless approved by 75% of the Association and appropriate City of Santa Fe regulatory agencies.

ARTICLE VI**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any

Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by Unit Owners representing not less than seventy-five percent (75%) of all votes entitled to be cast, and therefore by an instrument signed by Unit Owners representing not less than sixty-six percent (66%) of all votes entitled to be cast. Any such amendment must be recorded. Provided, however, that the

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of all votes cast in person or by proxy, at a meeting duly called for consideration of such matter.

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 terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein

*Declarant explicitly reserves the unilateral right to modify the Master Development Plan filed with the City of Santa Fe, New Mexico, from time to time without the further consent of any other party, e.g., amending the intended use of Tracts M and O from Townhouse Units to Single-Family Housing.

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contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Association of payment 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 of Directors.

Section 6. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof. The Declarant explicitly

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officer this 3rd day of May, 1978.

R.R. 2 Ltd., a New Mexico limited partnership, Declarant

By Edwin B. Dusen
GENERAL PARTNER

Reserves the unilateral right to amend the Master Development Plan filed with the City of Santa Fe, New Mexico, from time to time without the further consent of any other party, except the City of Santa Fe, New Mexico, e.g., amending the intended use of Tracts N and O of PUEBLOS DE RODEO ROAD SUB-DIVISION from Townhouse Units to Single Family Housing, after which the real estate subject to the amended Master Development Plan shall be subject to and shall conform with the requirements hereof as may be applicable to such amended use.

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STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me
this 11th day of May, 1978 by Edwin
R. Duncan, a General Partner, on behalf of said
limited partnership.



E. M. Montoya
Notary Public

PROPERTY DESCRIPTION OF

PUERLOS DE RODEO ROAD SUBDIVISION

All the following described lot or parcel of land situate, lying and being in the City and County of Santa Fe, State of New Mexico, more particularly described as follows, to-wit:

Commencing at the corner common to Sections 4, 5, 8 and 9, all in T. 16 N., R. 9E, N.M.P.M., marked by a square headed bolt set in the pavement in Rodeo Road, from which the northwesterly corner of the tract here described lies S 0° 03' W., 25 feet, being a point on the Southerly right of way line of Rodeo Road; thence from said beginning point, the northwesterly corner of this tract, N. 89° 42' E. and along the Southerly boundary line of Rodeo Road 2631.44 feet to the Northeasterly corner of this tract, from whence the NE corner of Section 9, being a point in Rodeo Road, bears N. 0° 07' W., 25 feet, and a witness corner bears S. 0° 07' E., 10 feet; thence from said northwesterly corner S. 0° 07' E., 2587.46 feet to the southeasterly corner of this tract being the center of Section 9; thence S. 88° 56' W., 1779.53 feet to a point; thence N. 0° 02' E., 658.91 feet to a point; thence S. 88° 57' W., 659.54 feet to a point on the section line lying between Sections 8 and 9; thence N 0° 03' E. along the midsection line 1963.29 feet to the northwesterly corner of the tract and the point of beginning. All As shown upon a certain plat of survey entitled "Lands Surveyed for Mary Florine within Section Nine T16N R9E NMPM and Base Santa Fe County, N.M." by Wm U. Hayden from a survey completed on June 19, 1967; recertified February 18, 1972 bearing surveyor's identification No. 50F18-C N-30.

PLATS OF RODEO ROAD

Plats of Pueblos de Rodeo Road Subdivision filed
for record in the office of the County Clerk of
Santa Fe County, New Mexico, as follows:

- Area 1: Filed September 2, 1977 as Document No.
407797, refiled December 16, 1977 as
Document No. 412,849.
- Area 2: Filed November 9, 1977 as Document No.
411,071; refiled December 16, 1977
as Document No. 412,848.
- Area 3: Filed November 17, 1977 as Document No.
411,487; refiled December 16, 1977
as Document No. 412,847.
- Area 4: Filed November 17, 1977 as Document No.
411,488; refiled December 16, 1977
as Document No. 412,846.

EXHIBIT "B"