

No signs shall be placed or displayed on any Lot without the prior written consent of the Board of Directors and the Architectural Committee, except:

- (a) a sign which indicates the name and address of the residents of the Lot;
- (b) a sign advertising the Lot for sale or rent, provided the sign is not more than two (2) feet by four (4) feet; and
- (c) any sign required by law.

7.11. Tanks.

Butane tanks and water storage tanks must conform to New Mexico and Grant County laws and regulations and shall be located in such a manner so that they will not detract from the appearance of the Lot or Subdivision.

7.12. Wells.

No wells may be drilled on any Lot.

7.13. Guest Houses.

There shall be no guest houses within the subdivision.

7.14 Other Prohibited Structures.

No tents, shacks, trailers, campers, motor homes, mobile homes, o buildings, or garages shall be lived in or used for residence within the Subdivision. o. residence of temporary character shall be built or used within the Subdivision. Prefabricated or manufactured homes set on a permanent foundation are allowed if approve by the Architectural Committee, but no building from another location may be relocated onto any Lot.

7.15. Toilets.

No outdoor toilet facilities are permitted in the Subdivision. All toilets shall be in structures approved by the Architectural Committee and shall be connected with the community liquid waste disposal system of the subdivision.

7.16. Antennae and Cable Television.

No Owner shall construct or otherwise maintain within the Subdivision any external or internal radio or television antennae, saucers, or other reception devices or equipment, except as otherwise permitted by the Architectural Committee as to the location, size,

color and screening of such devices or equipment. Television satellite dishes are permitted. No Owner shall install any equipment or apparatus which in any way interferes or otherwise impedes the normal reception of radio and/or television transmission signals upon or to other portions of the Subdivision.

7.17. Storage.

Except for building materials used in connection with and during the term of construction, there shall be no storage of any materials outdoors. No more than one recreational vehicle and no more than one boat may be stored on any Lot. Any recreational vehicle or boat shall be parked in an inconspicuous place. In this connection, the Architectural Committee may require trees or other landscaping to be planted as a condition for allowing storage of the recreational vehicle or boat to continue, so that such parking area is sufficiently screened from other Lots and the Common Area, including the Open Space and the roadways within the Subdivision.

7.18. Access.

Direct vehicular access from or to any lot other than through the northerly most entrance of the subdivision at the end of Swan Street is not permitted except in emergency situations.

7.19. Subdivision of Lots.

No Lots shall be further subdivided or otherwise partitioned or severed.

7.20. Other Uses.

No other uses are permitted that are or would be inconsistent with the residential character of the Subdivision. However, nothing in this Declaration shall be construed to restrict the ability of the Subdivider to develop and market Lots.

Article VIII Construction

8.1. Limitations on Construction.

Construction shall begin within ninety (90) days after approval of the plans and specifications is given. In the event construction is not timely begun, plans and specifications must be resubmitted for approval before construction is begun. Once begun, exterior construction of any structure and revegetation and landscaping of any excavated area shall be completed within one (1) year. Revegetation shall consist of planting or replanting plants indigenous to the area.

8.2 Protection of Vegetation.

Lot owners are responsible for ensuring that during construction all contractors refrain from damaging or removing trees and other vegetation, except as may be reasonably and unavoidable for clearance of a building site and construction of driveways, parking areas and turnarounds. Trees with a diameter of greater than four (4) inches or more than ten (10) feet from any residence shall require Architectural Committee approval prior to removal.

**ARTICLE IX
SOLAR RIGHTS**

Lot owners shall have the right to the use and enjoyment of radiant energy from the sun unobstructed from the construction or development within twenty five (25) feet of the adjacent Lot line of an adjacent Lot

**ARTICLE X
PERMITTED COMMERCIAL ACTIVITIES**

Nothing herein shall be construed to prohibit the use of space within a residence for a professional or other office employing not more than one employee. However, the prior approval of Grant County may be required.

**ARTICLE XI
APPROVAL OF BUILDING ENVELOPES (CONSTRUCTION SITES)**

Please refer to Article V above.

**ARTICLE XII
LIQUID WASTE DISPOSAL**

A community maintained individual waste treatment system must be installed by a lot owner prior to construction on a lot within the Dos Griegos Subdivision. The design of this system is described herein and must be followed. Prior to construction a lot owner must submit to the Architectural Review Board, established as per the covenants of the Homeowners' Association, all plans for the structure including but not limited to the liquid waste system described therein. All submissions and approvals will be made pursuant to the covenants of the Association set forth therein. In addition, the lot owner must contact and receive approval from the New Mexico from a licensed engineer. Once the system is approved and installed, the owner stipulates and agrees that the Homeowners' Association will assume the maintenance of the system. The

owner shall provide for an easement to the operator for maintenance. A level one licensed operator will be, contracted with by the Association to maintain, inspect and repair the system. The normal maintenance charges associated with the system shall be billed to the Association and paid for through a quarterly assessment fee charged to each homeowner in addition to a 15% management fee. Any replacement of equipment will be the responsibility of each particular homeowner. In the event a homeowner does not timely repair the necessary equipment, the Homeowners' Association may repair it and levy a late fee in the maximum amount allowed by law, pay such invoice and exercise its rights to collect from the homeowner through any and all remedies available at law or in equity including but not limited to any lien and foreclosure rights which shall include fees and costs associated therewith.

The rules and covenants regarding this system are not to be amended by the Homeowners' Association without the express approval of the Grant County Board of Commissioners. The subdivider has also placed as security with the county a \$10,000.00 escrow for the sole purpose of guaranteeing the maintenance of the individual system in the event of default on the part of the Homeowners Association. This security does no release the Homeowners' Association or individual owners from their obligations stated herein.

ARTICLE XIII SOLID WASTE DISPOSAL

All Lot owners are to dispose of their solid waste in an approved sanitary landfill or to contract for solid waste collection services.

ARTICLE XIV COMMON AREA RESTRICTIONS

Without the express advance written approval of the Architectural Committee, Lot owners may not build, place or store any structure upon the Open Space, Roadways, utility or drainage easements as shown on the Plat.

ARTICLE XV WATER CONSERVATION

15.1 General Requirements.

Lot owners and occupants shall refrain from excessive water use and waste.

15.2 Water Conservation Guidelines.

The attached "Water Conservation Guidelines" are recommended to reduce water

consumption.

**Article XVI
Recreational Community Facilities**

See Article XIV

**ARTICLE XVIII
GENERAL PROVISIONS**

18.1. Enforcement.

The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter. Any condition existing on the property on the date of recording this Declaration which violates any provision of the Declaration shall be deemed a nonconforming use and shall not be subject to abatement.

18.2. Severability.

The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions. Such other provisions shall remain in full force and effect.

18.3. Amendment.

This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Members. Any amendment shall be effective from the time of recording in the office of the Clerk of Grant County, New Mexico. However, any amendment to any of the following provisions of this Declaration shall not be effective without the approval of the Board of County Commissioners or the County Development Review Committee of Grant County: 6.1(b), 6.1(d), 6.2(a), 6.2(b), 6.2(c), 6.2(d), 6.2(e), 6.2(f), 7.12, 7.13, Article XII and XVI.

18.4. Right to Notice and Comment.

Whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Members have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Member in writing and shall be delivered personally or by mail to all Members at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Members. The notice shall be given not less than five (5) days

before the proposed action is to be taken. The right to Notice and Comment does not entitle a Member to be heard at a formally constituted meeting.

18.5. Right to Notice and Hearing.

Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give written notice of the proposed action to all Members or Occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

18.6. Appeals.

Any Person having a right to Notice and hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. The decision of the Board of Directors in such appeals shall be final.

18.7. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

18.8. Conflict with Bylaws.

If any of the provisions of the Bylaws conflict with any provisions of this Declaration, the provisions of this Declaration will control.

Dated:

DOS GRIEGOS LIMITED PARTNERSHIP

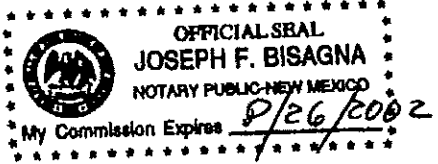
BY: *James F. Carris*
GENERAL PARTNER

STATE OF NEW MEXICO)

) ss.

COUNTY OF ~~GRANT~~
Santa Fe

This Declaration of Covenants for Dos Griegos Limited Partnership was signed before me on August 5, 1999 by James F. Carris, General Partner of Dos Griegos Limited Partnership, on behalf of the partnership.



Joseph F. Bisagna
NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
County of Grant

I hereby certify that this instrument was filed for record on the 14th day of August A.D., 19 99 at 4:10 o'clock P M, and duly recorded in book 253 of the records of Misc

at page 305/3068
Witness my hand and seal of office

John ...
COUNTY CLERK, GRANT CO., N.M.
Deputy

(APPENDIX A to DECLARATION)**GUIDELINES FOR WATER CONSERVATION****DOS GRIEGOS SUBDIVISION**

The following guidelines are intended to assist property owners at Dos Griegos Subdivision in conserving water and meeting the water use restrictions established in Article XV of the Declaration.

1. All showers should be equipped with shower heads designed to pass not more than three (3) gallons of water per minute. Variable flow heads should not pass more than three (3) gallons of water per minute at maximum setting.
2. All faucets should be washerless and equipped with aerators or other flow restricting devices designed to pass not more than four gallons of water per minute, however, faucets used for dishwashers, washing machines and bathtubs may be excluded.
3. All water closets should be designed to consume no more than 3.5 gallons of water per flush. This should be in accordance with the manufacturer's specifications.
4. Water systems, should be designed to deliver an average pressure of 50 psi and a maximum pressure of 60 psi, as measured at the discharge side of the pressure reducing valve for each structure.
4. Irrigation areas should have no more than 1,000 square feet per lot except for native vegetation requiring only initial irrigation.
4. All hot water lines should be insulated against heat loss.
4. One automatic dishwasher per lot is acceptable, provided it is a model designed to use no more than 13 gallons per cycle and it has a cycle adjustment which allows reduced amounts of water to be used for reduced loads.
4. One automatic washing machine per lot is acceptable, provided it is a model which uses no more than 50 gallons per cycle and which has a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.