ARTICLE IX

DECLARANT'S EXEMPTION

Section 9.1. <u>Declarant's Exemption</u>. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Structures, Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property within the Subdivision.

ARTICLE X

EASEMENTS

Section 10.1. Existing Easements. The Subdivision Plats will dedicate for use as such, subject to the limitations set forth therein, certain roadways, streets, rights-of-way and easements such Subdivision Plats will establish thereof and dedications, limitations, reservations and restrictions applicable to the Property. Further, Declarant and Declarant's predecessors in title may grant, create and dedicate by recorded instrument(s) certain other easements, restrictions, rights-of-way and related All dedications, limitations, rights affecting the Property. restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements, restrictions, rights-of-way and related rights made by Declarant or Declarant's predecessors in title, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

Section 10.2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements and rights-of-way for the purpose of most efficiently and economically installing the Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitations, gas, cable television, sewer, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which such easement shall have a maximum width of fifteen (15) feet on each side of such Lot line.

Section 10.3. <u>Utility Installation and Maintenance</u>. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, sewer, water, gas, telephones, electricity, cable television and appurtenances thereto. By virtue of this easement,

it shall be expressly permissible for the utility companies, utility cooperative associations, and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Structure. Notwithstanding anything contained in this Section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the ACC. The utility companies, utility cooperative associations, and other entities furnishing service shall have the right as necessary to remove trees situated within the utility easements shown on the Subdivision Plat and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 10.4. <u>Maintenance of Slopes</u>. Each Owner covenants and agrees to the creation of an easement to maintain a cut or fill side slope on a Lot along any publicly dedicated right-of-way to insure the proper maintenance and drainage of roads in the Subdivision, provided that Owner is requested to do so in writing by the ACC prior to approval by the ACC of the Owner Development Plan.

Section 10.5. <u>Drainage Easements</u>. All 100-year flood plains designated on the Subdivision Plat are designated and shall be maintained by the Owner as drainage easements. No dwellings or outbuildings shall be located within the boundaries of the 100-year flood plain. In addition, each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Declarant's Improvements and Improvements approved by the ACC thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no development, Improvements or Structures, temporary or permanent, in any drainage easement, except as approved in writing by the ACC.

Section 10.6. <u>Private Open Space Easements</u>. A visual easement is established in favor of the Association over areas designated as Private Open Space Easements. In additional to this visual easement, the Owner's use of areas covered by Private Open Space Easement is restricted as follows:

A. No structures will be permitted on the areas subject to private open space easements other than, (1) boundary fences of a type approved by the ACC to minimize visual impacts, (2) structures approved by the ACC that are designed to stabilize, preserve, or protect the area from flooding, erosion, or from any changes or artificial conditions arising from the development on abutting

lands, or (3) crossing structures across arroyos approved by the ACC and approved by, and constructed in accordance with the requirements of, all regulatory authorities;

- B. Natural vegetation may be removed from private open space easement areas only with the permission of the Association;
- C. Non-native vegetation may be added to private open space easement areas only with the permission of the Association;
- D. No trash or debris will be permitted to remain on private open space easement areas.

No special right of access is granted the Association by reason of the designation of an area as subject to a Private Open Space Easement; provided, however, the Declarant, the Association, and the ACC shall have access to these areas in accordance with the provisions of Section 10.7. The designation of an area as being subject to a Private Open Space Easement does not create any rights to such area in favor of the public or in favor of any individual member(s) of the Association.

Section 10.7. <u>Easements for Access by Declarant/or ACC</u>. Declarant, the ACC and the Association shall have the right and permanent easement to enter upon any and all Lots in the Subdivision for the purpose of maintenance, repair, removal of drainage obstructions and for the inspections as to compliance with these covenants. Declarant, the ACC and the Association shall have the right to enter any Lot for the purpose of correcting any violation of any covenant herein.

Section 10.8. <u>Surface Area</u>. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants or assigns to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. <u>Cost of Performance</u>. Cost and expense in performing any obligation or responsibility in this Declaration shall be borne by the person, association, or entity charged with such performance or responsibility and shall be subject to the

provisions of Article VIII hereof.

Section 11.2. <u>Breach not Ground for Rescission</u>. No breach or continuing breach of the restrictions, covenants, conditions, duties or obligations imposed allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision thereof.

Section 11.3. Notice Before Enforcement. Except where damages or injury to persons or Property is imminent as a result of the performance or failure to perform or the defective performance or failure to perform or the defective performance of any obligation imposed or restricted by this Declaration or where animals are involved, no proceeding for the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowed or granted by this Declaration shall be commenced until ten (10) days' written notice of wrongful performance, defective performance or failure or performance is given to the person, association or entity responsible for such performance and such wrongful or defective performance or failure to perform has not been cured within such time. Such notice shall be deemed to be given if deposited in the U.S. Mail, mailed postage prepaid, certified, return receipt requested and said ten (10) days shall commence with the date of posting thereof.

Section 11.4. <u>Enforcement</u>. Declarant, ACC, Association or any Owner shall have the right to enforce by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceedings, the prevailing parties shall be entitled to recover cost and expenses, including reasonable attorneys' fees, and such cost and expenses shall be subject to the provisions of Sections 8.5 and 8.6 Failure by Declarant, ACC, Association or Owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver or their respective right to do so at a later time.

Section 11.5. Covenants to Run with the Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property, as defined herein, and shall inure to the benefit of the Owner of any Lot therein, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the real property records of Bernalillo County, New Mexico, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years, unless amended, modified or repealed as hereinafter provided.

Section 11.6. Modification or Repeal During Initial Term.

Any of the provisions of this Declaration may be amended or repealed during the initial twenty (20) year term by a recorded written instrument, executed and acknowledged by Declarant and the Owners of not less than 66% of the Lots.

Section 11.7. Modification or Repeal During Extension Terms. Any of the provisions of this Declaration may be amended or repealed during any extension term (ten [10] years) by a recorded written instrument executed and acknowledged by Declarant and the Owners of not less than 51% of the Lots.

Section 11.8. <u>Severability</u>. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.

Section 11.9. <u>Joint and Several Obligations</u>. The terms of this Declaration in effect on the date of any lease or recording of a sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities becomes a Lessee or an Owner as hereinbefore defined, shall bind such new Lessee or new Owner and such new Lessee or new Owner shall be jointly and severally liable with his Lessor or the immediate prior Owner for any continuing performance, failure of performance or defective performance of any act or obligation restricted or imposed hereunder.

Section 11.10. <u>Successors</u>. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself or itself and such heirs, personal representatives, successors, transferees and assigns to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

Section 11.11. <u>Assignment of Rights and Obligations of Declarant</u>. The rights of Declarant hereunder are fully assignable to any person, association or entity and any and all obligations and duties of Declarant are fully delegable and assignable to any person, association or entity.

Section 11.12. <u>Word Meaning</u>. The words such as "herein", "hereafter", "hereof", and "hereinabove" refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa unless the context

otherwise requires.

Section 11.13. <u>Captions and Section Headings</u>. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Capital Corporation a New Mexico Corporation,

General Partner

Ву

Roger & Cox, President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

ss.

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 3/20 day of 1994, by Roger Cox, President of Roger Cox Capital Corporation, a New Mexico Corporation, as General Partner of Mountain Ranch Limited Partnership, on behalf of said partnership.

Notary Public

My commission expires:

19, november 1997

OFFICIAL SEAL YOUNG

MOTARY FUELIC - STATE OF NEW MEXICO Motary Bond Filed with Secretary of Blade Mr. Commission Employs 11-19-97

EXHIBIT A

Lots 15-27, 31-41, and 96-115, all inclusive, of Canyon Ridge Estates, Phase I, Unit 1, a subdivision, as the same are shown and designated on the Plat thereof filed with the County Clerk of Bernalillo County on August 9, 1993.

AFFIDAVIT OF CLARIFICATION

FACT On 9/2/93 the Canyon Ridge Estates, Phase I, Comprehensive Declaration of Covenants, Conditions and Restrictions were recorded in Book 93-24, page 4124 as document number 93097220.

FACT On 3/3/94 the Canyon Ridge Estates, Phase I, Comprehensive Declaration of Covenants, Conditions and Restrictions were re-recorded in Book 94-7, page 7576 as document number 94029519.

THE TWO DOCUMENTS WERE IDENTICAL EXCEPT FOR THE THREE PAGES ATTACHED HERETO, WHICH WERE INCLUDED WITH THE 3/3/94 RECORDED SET BUT NOT WITH THE 9/2/93 SET.

Certified to the 15th day of May 1998 by Declarant.

DECLARANT

Mountain Ranch Limited Partnership

By: Roger Cox Capital Corporation, A New Mexico Corporation,

General Partner

Roger S. Cox, President

Acknowledgement

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.)
The foregoing instrument way 1998, by Roger S. New Mexico Corporation, as General on behalf of said partnership.	us acknowledged before me this 18th day of Cox, President of Roger Cox Capital Corporation, a all Partner, of Mountain Ranch Limited Partnership,
	Notary Public

My Commission Expires: 9-20-2000





199862419 5651820 Page: 1 of 4 85/28/1998 82:00P

SUPPLICATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR BORSES

THIS SUPPLEMENTAL DECLARATION is made this ________ day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), pursuant to the express authority granted in Section 2.3 of that certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on August 9, 1993, Volume 93-C, Folio 231, amended and re-recorded on October 25, 1993, Volume 93-C, Folio 304, of the records of Bernalillo County, New Mexico, affecting the real property more fully described on Exhibit "A" attached hereto.

WHEREAS, Declarant owns each of Lots 1 through 14,-42 through95, and 116 through 147 of Canyon Ridge Estates, Phase I. Unit 2,
a Subdivision, as the same is shown and designated on the Plat
thereof, filed with the County Clerk of Bernalillo County, New
Mexico, on January 28, 1994, Volume 94-C, Folio 28 of the records
of said County; and

WHEREAS, in accordance with Section 3.3 of 1;he Covenants, the Declarant desires and intends to designate additional properties in Mountain Ranch to be annexed herein to the "Covenants", such properties to be identified on Exhibit "B" attached hereto.

NOW, THEREFORE; subject to all other terms and conditions of the Covenants, the Declarant hereby incorporater Section 5.15, as described herein, to the Covenants and designates as Lots-approved for the use and care of horses the following:



1998062419 5651828 Page: 2 of 4 65/20/1998 62:66P 8k-9818 Pa-838 Lots 1, 2, 3, 13\$ and 138 of Canyon Ridge Estates, Phase I, Unit 2, a Subdivision.

Section 5.15. Horses Permitted on Certain Lots. Notwithstanding Section 5.1 of the Covenants, the Owners of each of Lots 1, 2, 3, 135 and 138 may keep horses on the Owner's Lot. provided that the horses are kept, cared for, and fed in secure corrals and barns, and limited to specified areas within each lot, the size, location and construction of which have been approved in their entirety by the ACC as part of the Lot Owner's Davelopment Plan, including the number of horses that shall be allowed. Horses may be ridden (by the Lot Owner and his invitees), in any Open Space Easement, on any Lot approved for horses, and to the extent permitted by the Association and the County of Bernalillo, along the publicly dedicated road rights-of-way in the Subdivision.

In addition to the Lots approved for horses in this Section 5.15. It the Declarant shall have the right to designate other and additional Lots for horses, provided that such designation is made by Supplemental Declaration with the prior written approval of all Owners of-adjacent Lots.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal as of the date first above written.

DECLARANT:

"MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger & JCC

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

County of Barnalillo)

The foregoing supplemental declaration was acknowledged before me this 3/1 day of January, 1994, by Roger S. Cox as President of Mountain Ranch Limited Partnership, on behalf of the corporation.

My Commission Expires:

19. Houndand 1597

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1998062419 5051020 Page: 3 of 4 05/20/1998 02:00P R 13.00 Bk-9010 Pg-830

EXHIBIT J

Canyon Ridge Estates, Phase I, Unit; 1, a; Subdivision, up, the same is shown and designated on the Plat thereofffiled with the County Clerk of Bernalillo county, New Mexico on August 9, 993, Volume 93-C, Polio 231, and re-recorded on October 25, 1993, Volume 93-C, Polio 304.

EXMINIT. B

Lots 1 through 14, 42 through 95, and 116 through 147 of Canyon Ridge Estates, Phase I, Unit 2, a Subdivision; as the same is shown and designated on the Plat thereof filed with the County Clerk of Bernalillo County New Mexico, on January 28, 1894; Volume 94-C, Polio 28

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CANYON RIDGE ESTATES, PHASE I, CORRECTED AND RESTATED SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES

This CORRECTED AND RESTATED SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES is executed this 9th day of February, 1994, and corrects and restates that certain Supplemental Declaration made the 31st day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Partnership (the "Declarant"), filed for record April 6, 1994, in Book 94-11 at pages 3083-3085 of the Records of the County Clerk of Bernalillo County, New Mexico, and is executed by the Declarant pursuant to the express authority granted in Section 2.3 of that certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on September 2, 1993, in Book BCR 93-24, Pages 4124-4155, and re-recorded on March 3, 1994, in Book BCR 94-7, Pages 7576-7607 of the records of Bernalillo County, New Mexico, affecting the real property described as Lots 15 through 27, 31 through 41, and 96 through 115 of Canyon Ridge Estates Phase I, Unit 1, a Subdivision, as the same is shown and designated on the Plat thereof filed with the County Clerk of Bernalillo County, New Mexico, on August 9, 1993, Volume 93-C, Folio 231, and re-recorded on October 25, 1993, Volume 93-C, Folio 303, and

WHEREAS, Declarant owns each of Lots 1 through 14, 42 through 95, and 116 through 147 of Canyon Ridge Estates, Phase I, Unit 2, a Subdivision, as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New

Mexico, on January 28, 1994, Volume 94-C, Folio 28 of the records of said County (the "Additional Properties"); and

WHEREAS, in accordance with Section 2.3 of the Covenants, the Declarant has the right and intends to designate the Additional Properties in Mountain Ranch to be annexed herein to the "Covenants";

NOW, THEREFORE, the Additional Properties described hereinabove are brought within the scheme of the Covenants.

WHEREAS, the Declarant is the owner of not less than 66% of the Lots and does wish to amend the Covenants to permit the use and care of horses on certain Lots:

NOW, THEREFORE, the Covenants are modified in the following respect:

Section 4.1(d) is amended and restated to read as follows:

Section 4.1(d) <u>Height Limitations</u>: The ACC shall have the right to impose limitations on a Lot by Lot basis on the height of any structure or improvement to preserve lines of sight and views enjoyed by neighboring Lots and to insure adherence to the Subdivision Design and Architectural Style. Notwithstanding, no structure shall exceed a maximum height of twenty-eight feet (28').

WHEREAS, the Declarant is the owner of not less than 66% of the Lots and does wish to amend the Covenants to permit the use and care of horses on certain Lots;

NOW, THEREFORE, subject to all other terms and conditions of the Covenants, Section 5.1.A is added to the Covenants as follows:

Section 5.1.A <u>Horses Permitted on Certain Lots</u>: Notwithstanding Section 5.1 of this Declaration, the Owners of each of Lots 1, 2, 3, 135 and 138 of Canyon Ridge Estates, Phase I, Unit 2, may keep horses on such

Lot, provided that: (1) the horses are kept, cared for, and fed in secure corrals and barns; (2) the size, location and construction of the corrals and barns have been approved in their entirety by the ACC as part of the Lot Owner's Development Plan; and, (3) the number of horses that shall be allowed have been approved by the ACC. Horses may be ridden (by the Lot Owner and his invitees), in (a) any Open Space Easement with the permission of the Owner of the Open Space Easement; (b) on any Lot approved for horses; and, (c) along the publicly dedicated road rights-of-way in the Subdivision to the extent permitted by the Association and the County of Bernalillo.

In addition to the Lots approved for horses in this Section 5.1.A, the Declarant shall have the right to designate other and additional lots for horses, provided that such designation is made by Supplemental Declaration with the written approval of all Owners of adjacent Lots.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal the year and day above first written.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexico Corporation,

General Partner

By: Roger S. Cox, President

ACKNOWLEDGEMENT

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

My Commission Expires:

19, nov 1997

CANYON RIDGE ESTATES, PHASE I, SECOND SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES

This SECOND SUPPLEMENTAL DECLARATION OF PROPERTIES is executed this 21^{st} day of November, 1994, is in addition to that certain Supplemental Declaration made the 31st day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record April 6, 1994, in Book 94-11 at pages 3083-3085 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that "Corrected and Restated Supplemental Declaration of Additional Properties and Lots Approved for Horses" made the 9th day of February 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record August 3, 1994 Book 94-23 at pages 1190-1192 of the Records of the County Clerk of Bernalillo County, New Mexico, and is executed by the Declarant pursuant to the express authority granted in Section 2.3 of that certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on September 2, 1993, in Book BCR 93-24, Pages 4124-4155, and re-recorded on March 3, 1994, in Book BCR 94-7, Pages 7576-7607 of the records of Bernalillo County, New Mexico; and,

WHEREAS, Declarant owns each of Lots 162 through 255, and 257 through 274 of Paa-ko Village, Unit 1, a Subdivision, as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on November 17,

1994, Volume 94-C, Folio 385 of the records of said County (the "Additional Properties"); and

WHEREAS, in accordance with Section 2.3 of the Covenants, the Declarant has the right and intends to designate the Additional Properties in Mountain Ranch to be annexed herein to the "Covenants";

NOW, THEREFORE, the Additional Properties described hereinabove are brought within the scheme of the Covenants.

WHEREAS, Section 5.1.A of the Covenants permit the use and care of horses on certain Lots designated by Supplemental Declaration with the approval of all owners of adjacent Lots; and

WHEREAS, Declarant is the owner of all adjacent Lots and hereby approves the use and care of horses as follows:

NOW THEREFORE, Notwithstanding Section 5.1 of the Covenants, the Owners of each of Lots 248, 249, 250, 251, 252, 253, 6 254 of Paa-ko Village, Unit 1 Subdivision, may keep horses on such Lot, provided that: (1) the horses are kept, cared for and fed in secure corrals and barns; (2) the size, location and construction of the corrals and barns have been approved in their entirety by the ACC as part of the Lot Owner's Development Plan; and, (3) the number of horses that shall be allowed have been approved by the ACC. Horses may be ridden (by the Lot Owner and his invitees), in (a) any Open Space Easement with the permission of the Owner of the Open Space Easement; (b) on any Lot approved for horses; and, (c) along the publicly dedicated road rights-ofway in the Subdivision to the extent permitted by the Association and the County of Bernalillo.

In addition to the foregoing Lots approved for horses, the Declarant shall have the right to designate other and additional lots for horses, provided that such designation is made by Supplemental Declaration with the written approval of all Owners of adjacent Lots.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal the year and day above first written.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexico Corporation, General Partner

Roger S. dox, President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO)	ss.

Notary Public

My Commission Expires:

19, November 1997

OFFICIAL SEINE
M. CUGENIA YOUNG
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Field with Secretary of State
My Commission Expires //-19-97

STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR PECORD

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CANYON RIDGE ESTATES, PHASE I, 757/ THIRD SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES

THIS THIRD SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES is executed this _19th day of May, 1995, is in addition to that certain Supplemental Declaration made the 31st day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record April 6, 1994, in Book 94-11 at pages 3083-3085 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that "Corrected and Restated Supplemental Declaration of Additional Properties and Lots Approved for Horses" made the 9th day of February 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record August 3, 1994 Book 94-13 at pages 1190-1192 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that Second Supplemental Declaration made the 21st day of November, 1994 by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record November 22, 1994, in Book 94-32 at pages 1907-1909 of the Records of the County Clerk of Bernalillo County, New Mexico, and, executed by the Declarant pursuant to the express authority granted in Section 2.3 of that certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on September 2, 1993, in Book BCR 93-24, Pages 4124-4155, and rerecorded on March 3, 1994, in Book BCR 94-7, Pages 7576-7607 of the records of Bernalillo County, New Mexico; and; OUNTY OF BERNALING FILED FOR MERCALD

95 MAY 25 PM 1: 54

95-127571-1573 WHEREAS, Declarant owns each of Lots 148 through 161, 275 through 313, and 315 through 379 of Paa-ko Village, Unit 2, a Subdivision, as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on May 18, 1995, Volume 95-C, Folio 181 of the records of said County, and re-filed with the County Clerk of Bernalillo County, New Mexico, on May 19, 1995, Volume 95-C, Folio 182 of the records of said County (the "Additional Properties"; and

WHEREAS, in accordance with Section 2.3 of the Covenants, the Declarant has the right and intends to designate additional properties in Mountain Ranch to be annexed herein to the "Covenants",

NOW, THEREFORE, the Additional Properties described hereinabove are brought within the scheme of the Covenants.

WHEREAS, Section 5.1.A of the Covenants permit the use and care of horses on certain Lots designated by Supplemental Declaration with the approval of all owners of adjacent Lots; and

WHEREAS, Declarant is the owner of all adjacent Lots and hereby approves the use and care of horses as follows:

NOW THEREFORE, notwithstanding Section 5.1 of the Covenants, The Owners of each of Lots 298 & 299 of Paa-ko Village, Unit 2 Subdivision, may keep horses on such Lot, provided that: (1) the horses are kept, cared for and fed in secure corrals and barns; (2) the size, location and construction of the corrals and barns have been approved in their entirety by the ACC as part of the Lot Owner's Development Plan; and, (3) the number of horses that shall be allowed have been approved by the ACC. Horses may be ridden (by

the Lot Owner and his invitees), in (a) any Open Space Easement with the permission of the Owner of the Open Space Easement; (b) on any Lot approved for horses; and, (c) along the publicly dedicated road rights-of-way in the Subdivision to the extent permitted by the Association and the County of Bernalillo. In addition to the foregoing lots approved for horses, the Declarant shall have the right to designate other and additional lots for horses, provided that such designation is made by Supplemental Declaration with the written approval of all Owners of adjacent Lots.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal the year and day above first written.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexico Corporation,

General Partner

Bv:

oger 3. Cox, President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
County of Bernalillo)

The foregoing supplemental declaration was acknowledged before me this <u>19th</u> day of May 1995, by Roger S. Cox as President of Roger Cox Financial Corporation as General Partner of Mountain Ranch Limited Partnership, on behalf of said corporation.

My Commission Expires:

19, November 1557

OFFICIAL SEAL

M. SUGENIA YOUNG
NOTARY PUBLIC - STATE OF NEW MEXICO
NOTARY POBLIC - STATE OF NEW MEXICO
NOTARY BOND FILED with Secretary of State
My Commission Expires __//- /2-52

RETURN TO RIO CRAIDE TITLE - MAUR 07-970000 CONTESY RECORDER ONLY.

CANYON RIDGE ESTATES, PHASE I, FOURTH SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES

THIS FOURTH SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES is executed this ___5th day of __August __ 1998, is in addition to that certain Supplemental Declaration made the 31st day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record April 6, 1994, in Book 94-11 at pages 3083-3085 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that "Corrected and Restated Supplemental Declaration of Additional Properties and Lots Approved for Horses" made the 9th day of February 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership "Declarant"), filed for record August 3, 1994 Book 94-13 at pages 1190-1192 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that Second Supplemental Declaration made the 21st day of November, 1994 by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record November 22, 1994, in Book 94-32 at pages 1907-1909 of the Records of the County Clerk of Bernalillo County, New Mexico, and that Third Supplemental Declaration made the 19th day of May, 1995 by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record May 25, 1995, in Book 95-12 at pages 7571-7573 of the Records of the County Clerk of Bernalillo County, New Mexico, and, is executed by the Declarant pursuant to the express authority granted in Section 2.3 of that



certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on September 2, 1993, in Book BCR 93-24, Pages 4124-4155, and re-recorded on March 3, 1994, in Book BCR 94-7, Pages 7576-7607 of the records of Bernalillo County, New Mexico; and,

WHEREAS, Declarant owns each of Lots 380 through 393 of Canyon Ridge Estates, Phase I, Unit 3, a Subdivision, as the same is shown and designated on the Plat thereof, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and,

WHEREAS, Lots 27 and 31 of Canyon Ridge Estates, Phase I, Unit 1, a Subdivision, as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on August 9, 1993, Volume 93-C, Folio 231; amended and rerecorded on October 25, 1993, Volume 93-C, Folio 303, and whereas Lots 27 and 31 have been re-platted as Lots 27-A and 31-A, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and,

WHEREAS, in accordance with Section 2.3 of the Covenants, the Declarant has the right and intends to designate additional properties in Mountain Ranch to be annexed herein to the "Covenants",

NOW, THEREFORE, the Additional Properties described hereinabove (lots 380-393), and lots 27 and 31 (now known as lots 27-A and 31-A), are brought within the scheme of the Covenants.

WHEREAS, Section 5.1.A of the Covenants permit the use and care of horses on certain Lots designated by Supplemental Declaration with the approval of all owners of adjacent Lots; and

Judy D. Hoodward Benn Co. DEC.

1998099165 5888916 Page: 2 of 3 98/86/1998 01:45F Bk-9813 Pg-7429

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WHEREAS, Declarant is the owner of all adjacent Lots and hereby approves no additional lots for the use and care of horses.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal the year and day above first written.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexido Corporation,

General Partner

ACKNOWLEDGEMENT

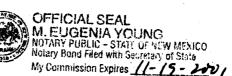
STATE OF NEW MEXICO

ss.

County of Bernalillo)

The foregoing supplemental declaration was acknowledged before me this 5th day of August 1998 , by Roger S. Cox as President of Roger Cox Financial Corporation as General Partner of Mountain Ranch Limited Partnership, on behalf, of said corporation.

My Commission Expires: UN 2001





1250MJ TO RIOGRANDS HATES - MAML 09-980000 CONDITION RECORDING ONLY

PAA-KO PROPERTY NOTICE OF SERVICE AREA EXTENSION

This Notice of Service Area Extension is made as of <u>August 6, 1998</u>, to enlarge the service area within the PAA-KO Property pursuant to that certain Amended Agreement (1998) between PAA-KO COMMUNITIES SEWER COOPERATIVE INC., a New Mexico non-profit corporation (the "Association"), and MOUNTAIN RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership ("MRLP"), as follows:

In accordance with Amended Agreement (1998) the Association extends its membership to incorporate the additional lots and/or properties within the PAA-KO Property as set out on Exhibit A attached hereto to all of the benefits and obligations of the said Amended Agreement (1998).

IN WITNESS WHEREOF, the parties hereto set their hands and seals the year and day above first written.

mot winter.	
PAA-KO COMUNITIES SEWER COOPERATIVE, INC.	MOUNTAIN RANCH LIMITED PARTNERSHIP
Kent L. Moesser Its: President	By: Roger Cox Financial Corporation, a New Mexico corporation, as General Partner By: Roger Cox Roger Cox Its: President
STATE OF NEW MEXICO)) ss	
COUNTY OF BERNALILLO)	
This instrument was acknowledged bef Roger S. Cox, President, of Roger Cox Fir Partner of Mountain Ranch Limited Partnership My Commission Expires:	ore me on this <u>6th</u> day of <u>August</u> , <u>1998</u> , by nancial Corporation, a New Mexico corporation, as Genera, on behalf of said partnership. Notary Public OFFICIAL SEAL
19, Jen 2001	M. EUGENIA YOUNG NOTARY PUBLIC - STATE OF NEW MEXICO NOTARY Public - STATE OF NEW MEXICO Notary Bond Pited with Secretary of State
	My Commission Expires 11-19-2001
STATE OF NEW MEXICO)) ss COUNTY OF BERNALILLO)	
	nunities Sewer Cooperative Inc., on behalf of said Notary Public
My Commission Expires:	
19, kn 2001	



1998099166 5888911 Page: 1 of 2 88/96/1998 01:45P 8k-9813 Pg-7438 OFFICIAL SEAL

M. EUCE NIA YOUNG
NOTARY PRICE OF STATE OF NEW MEXICO
Notary Hord rises with Secretary of State
My Commission Expires

//- (5 - 240)

EXHIBIT "A"

Lots 380 through 393 of Canyon Ridge Estates, Phase I, Unit 3, a Subdivision, as the same is shown and designated on the Plat thereof, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and, Lots 27 and 31 of Canyon Ridge Estates, Phase I, Unit 1, a Subdivision as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on August 9, 1993, Volume 93-C, Folio 231; amended and re-recorded on October 25, 1993, Volume 93-C, Folio 303 and whereas Lots 27 and 31 have been replatted as Lots 27-A and 31-A, filed for record August 5, 1998 in Book 98-C, Page 227, of the records of the County Clerk of Bernalillo County, New Mexico.



AMENDMENT TO SECOND SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES (LOT #254)

THIS	S AMENDMENT	dated this _	6th	day of _	May, 1996,	amends that	certain	Second
Supplementa	al Declaration of A	Additional Pro	perties and	Lots Appr	oved for Horses	s, executed or	n Novem	ber 21,
1994, and re	ecorded on Nover	nber 22, 1994	, Book 94-3	32, pages	1907 - 1909.			

Whereas, the said Second Supplemental Declaration allowed the owners of this lot (Lot #254) to keep horses on this lot, subject to certain provisos, and, whereas the Declarant is the Owner of this said lot and wishes to delete said lot (Lot #254) from the lots which may keep horses,

NOW THEREFORE, the said Second Supplemental Declaration of Additional Properties and Lots

Approved for Horses is amended to delete Lot #254 from the lots that may keep horses.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal as of the date first above written.

DECLARANT:

STANDERS OF THE SECOND SECOND

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexico Corporation,
General Partner

Roger S. Cox, President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)

)ss.

County of Bernalillo)

The foregoing amendment to Second Supplemental Declaration was acknowledged before me this day of May 1996, by Roger S. Cox as President of Roger Cox Financial Corporation - General Partner of Mountain Ranch Limited Partnership, on behalf of the porporation.

Notary Public

My Commission Expires: 15, Nov 1957

OFFICIAL SEAL
M. EUGENIA YOUNG
NOTARY PUBLIC - STATE OF NEW MEXICO
NOTARY PUBLIC - STATE OF NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires _//-/1-57

AOSE W

CO 05-960000

RETURN TO RIO CRAIDE TITLE - MAIN 07-980000 CONTESTY RECORDING ONLY.

CANYON RIDGE ESTATES, PHASE I, FOURTH SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES AND LOTS APPROVED FOR HORSES

THIS FOURTH SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTIES is executed this __ 5th day of __ August __ 1998, is in addition to that certain Supplemental Declaration made the 31st day of January, 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record April 6, 1994, in Book 94-11 at pages 3083-3085 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that "Corrected and Restated Supplemental Declaration of Additional Properties and Lots Approved for Horses" made the 9th day of February 1994, by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record August 3, 1994 Book 94-13 at pages 1190-1192 of the Records of the County Clerk of Bernalillo County, New Mexico, and, that Second Supplemental Declaration made the 21st day of November, 1994 by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record November 22, 1994, in Book 94-32 at pages 1907-1909 of the Records of the County Clerk of Bernalillo County, New Mexico, and that Third Supplemental Declaration made the 19th day of May, 1995 by Mountain Ranch Limited Partnership, a New Mexico Limited Partnership (the "Declarant"), filed for record May 25, 1995, in Book 95-12 at pages 7571-7573 of the Records of the County Clerk of Bernalillo County, New Mexico, and, is executed by the Declarant pursuant to the express authority granted in Section 2.3 of that



certain Comprehensive Declaration of Covenants, Conditions and Restrictions (the "Covenants") recorded on September 2, 1993, in Book BCR 93-24, Pages 4124-4155, and re-recorded on March 3, 1994, in Book BCR 94-7, Pages 7576-7607 of the records of Bernalillo County, New Mexico; and,

WHEREAS, Declarant owns each of Lots 380 through 393 of Canyon Ridge Estates, Phase I, Unit 3, a Subdivision, as the same is shown and designated on the Plat thereof, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and,

WHEREAS, Lots 27 and 31 of Canyon Ridge Estates, Phase I, Unit 1, a Subdivision, as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on August 9, 1993, Volume 93-C, Folio 231; amended and rerecorded on October 25, 1993, Volume 93-C, Folio 303, and whereas Lots 27 and 31 have been re-platted as Lots 27-A and 31-A, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and,

WHEREAS, in accordance with Section 2.3 of the Covenants, the Declarant has the right and intends to designate additional properties in Mountain Ranch to be annexed herein to the "Covenants",

NOW, THEREFORE, the Additional Properties described hereinabove (lots 380-393), and lots 27 and 31 (now known as lots 27-A and 31-A), are brought within the scheme of the Covenants.

WHEREAS, Section 5.1.A of the Covenants permit the use and care of horses on certain Lots designated by Supplemental Declaration with the approval of all owners of adjacent Lots; and

1998099165 5888916 Page: 2 of 3 98/06/1998 01:45F

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WHEREAS, Declarant is the owner of all adjacent Lots and hereby approves no additional lots for the use and care of horses.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal the year and day above first written.

DECLARANT:

MOUNTAIN RANCH LIMITED PARTNERSHIP

By: Roger Cox Financial Corporation a New Mexido Corporation,

General Partner

President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO ss. County of Bernalillo)

The foregoing supplemental declaration was acknowledged before me this <u>5th day of August 1998</u>, by Roger S. Cox as President of Roger Cox Financial Corporation as General Partner of Mountain Ranch Limited Partnership, on behalf, of said corporation.

My Commission Expires:

1 Nov 2001





1250LJ TO : RIO GRANDE FITTE - MAML 07-980000 CONFITTENT RECORDING ONLY

PAA-KO PROPERTY NOTICE OF SERVICE AREA EXTENSION

This Notice of Service Area Extension is made as of <u>August 6, 1998</u>, to enlarge the service area within the PAA-KO Property pursuant to that certain Amended Agreement (1998) between PAA-KO COMMUNITIES SEWER COOPERATIVE INC., a New Mexico non-profit corporation (the "Association"), and MOUNTAIN RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership ("MRLP"), as follows:

In accordance with Amended Agreement (1998) the Association extends its membership to incorporate the additional lots and/or properties within the PAA-KO Property as set out on Exhibit A attached hereto to all of the benefits and obligations of the said Amended Agreement (1998).

IN WITNESS WHEREOF, the parties hereto set their hands and seals the year and day above first written.

mot writton.	
PAA-KO COMUNITIES SEWER COOPERATIVE, INC.	MOUNTAIN RANCH LIMITED PARTNERSHIP
Kent L. Moesser Its: President	By: Roger Cox Financial Corporation, a New Mexico corporation, as General Partner
	By: Rogers Cox Its: President
STATE OF NEW MEXICO)) ss	
COUNTY OF BERNALILLO)	
This instrument was acknowledged before me Roger S. Cox, President, of Roger Cox Financial Partner of Mountain Ranch Limited Partnership, on be	Corporation a New Mexico corporation, as General half of said partnership. Notary Public
My Commission Expires:	OFFICIAL SEAL M. EUGENIA YOUNG NOTARY PUBLIC - STATE OF NEW MEXICO NOTARY Bond Fited with Secretary of State My Commission Expires //- (5 - 2-2)
STATE OF NEW MEXICO)) ss	
COUNTY OF BERNALILLO)	
This instrument was acknowledged before me Kent L. Moesser, President, of Paa-ko Communities corporation.	
My Commission Expires:	Trocary I ablic
19, kn 2001	



1998099166 5008911 Page: 1 of 2 08/06/1998 01:45P Bk-9813 Pg-7430 OFFICIAL SEAL
M. EUGE N/A YOUNG
NOTARY 61/61/6 - STATE OF NEW MEXICO
Notary closed ched with Secretary of State
My Commission Expires __/____/

RTY

12 FULL TO PROGRANDS FIRES - MAML

07-980000

CONETTENT REPORTED ONLY

PAA-KO PROPERTY NOTICE OF SERVICE AREA EXTENSION

This Notice of Service Area Extension is made as of <u>August 6, 1998</u>, to enlarge the service area within the PAA-KO Property pursuant to that certain Amended Agreement (1998) between PAA-KO COMMUNITIES SEWER COOPERATIVE INC., a New Mexico non-profit corporation (the "Association"), and MOUNTAIN RANCH LIMITED PARTNERSHIP, a New Mexico limited partnership ("MRLP"), as follows:

In accordance with Amended Agreement (1998) the Association extends its membership to incorporate the additional lots and/or properties within the PAA-KO Property as set out on Exhibit A attached hereto to all of the benefits and obligations of the said Amended Agreement (1998).

IN WITNESS WHEREOF, the parties hereto set their hands and seals the year and day above first written.

JNTAIN RANCH LIMITED PARTNERSHIP
Roger Cox Financial Corporation, a New ico corporation, as General Partner
Rogers Cox President
ation a New Mexico corporation, as General said partnership. Tugling Public
OFFICIAL SEAL M. ELIGENIA YOUNG NOTARY PUBLIC - STATE OF NEW MEXICO Notary Horse Fried with Secretary of State My Commission Expires //- (5 - 20-)
6th day of August. 1998, by Cooperative Inc., on behalf of said any Public



1998999166 5998911 Page: 1 of 2 08/06/1998 01:45P Bk-9813 Pg-7430 OFFICIAL SEAL
M. EUGE MIA YOUNG
NOTARY AUGUST - STATE OF NEW MEXICO
Notary Bond fined with Secretary of State
My Commission Expires

EXHIBIT "A"

Lots 380 through 393 of Canyon Ridge Estates, Phase I, Unit 3, a Subdivision, as the same is shown and designated on the Plat thereof, filed for record August 5, 1998 in Book 98-C, Page 227 of the records of the County Clerk of Bernalillo County, New Mexico, and, Lots 27 and 31 of Canyon Ridge Estates, Phase I, Unit 1, a Subdivision as the same is shown and designated on the Plat thereof, filed with the County Clerk of Bernalillo County, New Mexico, on August 9, 1993, Volume 93-C, Folio 231; amended and re-recorded on October 25, 1993, Volume 93-C, Folio 303 and whereas Lots 27 and 31 have been replatted as Lots 27-A and 31-A, filed for record August 5, 1998 in Book 98-C, Page 227, of the records of the County Clerk of Bernalillo County, New Mexico.



PAA-KO PROPERTY NOTICE OF SERVICE AREA EXTENSION

This Notice of Service Area Extension is made as of <u>July 12, 1999</u>, to enlarge the service area within the PAA-KO Property pursuant to that certain Amended Agreement (1998) between PAA-KO COMMUNITIES Sewer Cooperative INC., a New Mexico non-profit corporation (the "Association"), and Mountain Ranch Limited Partnership, a New Mexico limited partnership ("MRLP"), as follows:

In accordance with Amended Agreement (1998) the Association extends its membership to incorporate the additional lots and/or properties within the PAA-KO Property as set out on Exhibits A, B and C attached hereto to all of the benefits and obligations of the said Amended Agreement (1998).

IN WITNESS WHEREOF, the parties hereto set their hands and seals the year and day above first written.

•	
PAA-KO COMMUNITIES	
SEWER COOPERATIVE, INC.	MOUNTAIN RANCH LIMITED PARTNERSHIP
By: Soul Soul	By: Roger Cox Financial Corporation, a New
Roger S/Cox	Mexico Corporation, as General Partner
Its: Vice President	By: Inh Alle
	Roger S./Cox
	Its: President
STATE OF NEW MEXICO)	
) ss.	
COUNTY OF BERNALILLO)	
This instrument was acknowledged	d before me on this 12th day of July, 1999, by
Roger S. Cox, President, of Roger Cox I	Financial Corporation, a New Mexico Corporation, as
General Partner of Mountain Ranch Limite	ed Partnership, on behalf of said partnership.
	M. Euginin Jours
W. Co.	(Notary bublic
My Commission Expires: 19. November	7 END IN IV. EUGENIA 100110
STATE OF NEW MEXICO)	NOTARY PUBLIC - STATE OF NEW MEXICO Notary Bond Filed with Secretary of State
) SS.	My Commission Expires 11-15-200
COUNTY OF BERNALILLO)	
This instrument was acknowledged	
Roger S. Cox, Vice President, of Paa-Ko corporation.	Communities Sewer Cooperative, Inc., on behalf of said
- Co. portation.	/// 2)/
-	M. argenia young
My Commission Expires: 19 Novemb	Notary Public
124(1) 25(3) 20(4) 20(3) Anno (3)(4 Sicolari de social (10) (10)	1 1999182528 UPFICIAL SEAL
	Page: 1 of 14 NOTARY PUBLIC - STATE OF NEW MEXICO NOTARY Bond Filed with Secretary of State

My Commission Expires //-15- 2001