SECOND AMENDMENT TO PAA-KO VILLAGE UNITS 3-14 COMPREHENSIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT to the Paa-Ko Village Units 3-14 Comprehensive Declaration of Covenants, Conditions and Restrictions is executed this day of _________, 2012 by Mountain Ranch Limited Partnership ("The Declarant") and is executed by the Declarant pursuant to the express authority granted in Section 7.5 and Section 11.6 of that certain Comprehensive Declaration of Covenants, Conditions and Restrictions ("the Covenants"), recorded on August 2, 1999, in Book 9911, Page 247 of the records of Bernalillo County, New Mexico, and further amended by that First Amendment dated December 20, 2001, recorded in Book A28, Page 9908, records of Bernalillo County, New Mexico and,

WHEREAS, the Declarant hereby desires to amend Section 3.1;

NOW THEREFORE, subject to all the other terms and conditions of the Covenants, Declarant hereby amends Article III, Section 3.1 <u>Single-family Residential</u> Use as follows:

Article III, Section 3.1. <u>Single-family Residential Use.</u> All Property shall be used, improved and devoted exclusively to Single-family Residential Use, except as may otherwise be explicitly indicated on the recorded Plat. No business or commercial activity frequented by and open to the general public (and in any event no business or commercial activity which takes place out-doors) shall be conducted within the Subdivision, other than parcels specifically designated for use other than as Single-family Residential on the plat. Home occupations of the Owner are permissible if conducted in the home or studio and compliance with any rules and regulations governing home occupations hereafter adopted by the ACC. Nothing contained herein shall be deemed to prevent the leasing of all of a Lot, Tract or Parcel to a single person, family or family-sized unit for a period of at least thirty (30) days by the Owner thereof, subject to all the provisions of this Declaration. No rental period shall be allowed for a period of less than thirty (30) days. The owner of any rented Lot, Tract or Parcel shall not be relieved of any obligations to the Association.

NOW THEREFORE, all other terms and conditions of the Covenants and Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant herein, has set his hand and seal the year and date first above written.

DECL	ARANT:
MOUI	NTAIN RANCH LIMITED PARTNERSHIP
Ву:	Roger Cox Financial Corporation a New Mexico Corporation, General Partner
Ву:	Roger S. Cox, President
)) ss:	
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The foregoing Second Amendment was acknowledged before me this 21th day of Mountain, 2012, by Roger S. Cox, as President of Roger Cox Financial Corporation as General Partner of Mountain Ranch Limited Partnership, on behalf of said corporation.	
	M. Eugenia Jong Notary Public
	OFFICIAL SEAL M. EUGENIA YOUNG Notary Public-State of New Mexico Notary Bond Filed with Secretary of State My Commission Expires
	MOUI By: By: