

**FOURTH AMENDMENT
TO MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SPRING CANYON RANCH LANDOWNERS' ASSOCIATION, INC.**

This Fourth Amendment is made this 24th day of February, 2025 to certain Amendments to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Spring Canyon Ranch Landowners' Association, Inc. recorded on July 3, 2007 at Book 122, Pages 373 - 391 (Instrument 020057178) and March 6, 2012 at Book 130, Pages 209 - 214 (Instrument 201200311) of the records of Catron County, New Mexico. Pursuant to the powers under Article VI, section 4 of the Master Declaration, all Articles of the Master Declaration and any Amendments thereof are hereby repealed, revoked, cancelled and of no more force or effect and are hereby replaced by this Fourth Amendment dated February 24, 2025. Spring Canyon Ranch is more particularly described as:

THE SPRING CANYON RANCH SUBDIVISION, as shown and designated on the Final Plat (hereinafter, the "Final Plat") entitled "Spring Canyon Ranch Subdivision," South ½ of Section 26 and Section 35 except West ½ of SW ¼ and except the SW ¼ of the SE ¼, Township 1 North, Range 17 West, N.M.P.M., filed of record in the office of the County Clerk of Catron County, New Mexico, on the 19th day of April, 2006, in Volume/book B, at page/folio 497.

ADDRESS: Spring Canyon Ranch Landowners' Association, Inc.
PO Box 397, Quemado, NM 87829

NOW, THEREFORE, The Association as defined herein hereby declares that the Property shall be held, sold and conveyed subject to this Amended Master Declaration, which shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the Spring Canyon Ranch Landowners' Association, Inc.", a not-for-profit corporation organized pursuant to Section 53-8-1 et seq. of the New Mexico Statutes Annotated, as amended from time to time, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws and Amendments thereto.

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Sherry Perez, County Clerk, Catron County NM
AMENDMENT TO COVENANTS

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Amended Master Declaration and Association Documents.

Section 4. "Declaration" shall mean this entire document and Amendments thereto.

Section 5. "Final Plat" shall mean and refer to the Plat of THE SPRING CANYON RANCH SUBDIVISION and any amendments thereto, which Plat is defined and referenced in the Recital above.

Section 6. "Lot" shall mean and refer to any numbered parcel as shown on the Final Plat, including any amendment of the Final Plat.

Section 7. "Owner" shall mean and refer to the record owner, and if more than one (1) person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Amended Master Declaration and the Association Documents, each Lot shall be deemed to have one (1) Owner.

Section 8. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 9. "Property" shall mean and refer to the Property, as defined above, being THE SPRING CANYON RANCH SUBDIVISION, as shown and designated on the Final Plat.

Section 10. "Water System" shall mean all wells, equipment, tanks, pumps, distribution lines, meters, valves, easements, materials, supplies, water rights, and other real and personal property including water rights which constitute the Association's initial domestic water delivery system.

Section 11. "Water System Extension" shall mean any additional wells, equipment, tanks, pumps, distribution lines, meters, valves, easements, materials, supplies, or water rights, which are added to the Water System to expand the area of service or increase the service capacity of the Water System.

Section 12. "Work" shall mean the initial development of the Property and subsequent work by the Association and includes the cost of designing of the Water System, the drilling of wells, the construction of the distribution lines, the installation of pumps, tanks, purification devices, controls and other equipment, the acquisition of water rights and all administrative, legal and accounting services necessary to render the Water System operational and road work within those areas marked on the Final Plat as road right-of-way, to be borne by the Association forthwith. The Declarant, as the developer, nor the Association shall bear the cost of installation of water service lines from an Owner's water meter to the Owner's dwelling or other improvements within the Owner's Lot.

Section 13. “**Architectural Review Board**” (ARB) shall mean initially the Board, and thereafter may be any group of persons designated by the Board to approve the plans, designs, materials and color of any structure to be built or constructed on the Property.

Section 14. “**Manufactured Homes**” shall mean modular, panelized, manufactured, prefabricated, and pre-erected homes that meet the construction requirements in this this Amended Master Declaration, including any amendments and supplemental requirements from the ARB, if any.

Section 15. “**Fee Schedule**” shall mean the Association’s schedule of fees assessed which may include Annual Assessments, Special Assessments, and Specific Assessments as described in this Amended Master Declaration. The Fee Schedule is implemented at least annually by the Association Board.

Section 16. “**Member in Good Standing on the Association’s Books**” shall mean any Member who is shown as current on all Assessment as of noon New Mexico time on the last day business day of the month immediately preceding a meeting for voting, application for lot improvements, water service, use of the Community Center or other Association privileges associated with being a Member.

- End Art. I -

ARTICLE II - ASSOCIATION

Section 1. The Association. The Association shall carry out the purposes specified in this Amended Master Declaration including but not limited to owning, holding, managing and otherwise dealing with the Water System, Roads and other Common Areas and shall be authorized to engage in the business of a homeowner's association with the powers granted for non-profit corporations under the New Mexico Nonprofit Corporation Act, Article 8, Section 53, New Mexico Statutes Annotated, as amended.

Section 2. Membership.

- (a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessments, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.
- (b) (b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Amended Master Declaration and the Association Documents; provided, that, if a conflict arises between the Amended Master Declaration and the Association Documents, the Amended Master Declaration shall take priority.

Section 3. Voting. The Association shall have one (1) class of voting membership known as **Class A**. Class A Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; and the vote for such Lot may be exercised as the Owners determine among themselves; but no split vote is permitted.

Section 4. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Amended Master Declaration, the Association Documents or the Owners' Association Rules.

Section 5. Capital Improvements. Except for: (i) the replacement, or expansion as needed, or repair of items installed by Developer or Association as part of the Work including but not limited to the Water and Road Systems; or (ii) the repair and replacement of any personal property, the Association may not expend funds for capital improvements without the prior approval of at least one-half (1/2) of the total votes cast, in person or by proxy, at a regular or special meeting of the Members duly called and convened to approve such expenditure.

Section 6. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Amended Master Declaration and the Association Documents.

Section 7. Owners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, and other areas, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Amended Master Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein and in accordance with New Mexico Statutes Annotated and the rules and practices for foreclosures in the District Courts of New Mexico. All Owners' Association Rules initially may be promulgated by the Board but are subject to amendment or rescission by vote of not less than two-thirds (2/3) of the total votes cast, in person or by proxy, at a regular or special meeting of the Members duly called and convened to consider amendment or rescission of the Owners' Association Rules. The Association's procedures for enforcing Owners' Association Rules shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 8. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Amended Master Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have an easement for, and the Association shall have the power and authority but not the obligation at any time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Amended Master Declaration, the Association Documents and the Owners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Amended Master Declaration, the Association Documents, and the Owners' Association Rules.

Section 9. Indemnification of Officers and Directors. To the extent permitted by New Mexico law including but not limited to Section §53-8-15 New Mexico Statutes Annotated, as amended, the Association shall, and all Owners, as Members of the Association, hereby agree that the Association shall indemnify each officer, director, employee, and management contractor from any and all expenses, including legal expenses, incurred or arising out of such person's acts

undertaken on behalf of the Association. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

Section 10. Alternatives if Quorum Not Present. A quorum is defined by the By-Laws of the Association as one-tenth ($1/10^{\text{th}}$) of the votes eligible to be cast on a matter, which is 17 votes. If the quorum of Members required by the By Laws of the Association is not present at any meeting of the Members of the Association duly called:

- a) the President; or (ii) the Board; or (iii) a majority of the Members attending such meeting, in person or by proxy, may approve voting to take place by paper ballot and then adjourn the meeting. The Secretary shall prepare and distribute the ballots to the Members eligible to cast votes on the matter(s) within fifteen (15) days following the adjournment of the meeting. The Members entitled to vote on the matter(s) to be heard at the meeting shall have thirty (30) days from the date the ballots are distributed to return ballots to the Secretary. The Board shall count the ballots and the Secretary of the Association shall notify the Membership no later than fifteen (15) days after the close of the vote of the results of the votes cast by ballot. The total number of votes cast by ballot shall be used to determine if a quorum was achieved for voting purposes.
- b) In the alternative, if not less than two-thirds ($2/3$) of the Members actually attending the meeting cast an affirmative vote, the meeting may be adjourned and, on verbal notice to the Members attending, a special meeting may be immediately called to consider the matter(s), in which case the presence in person or by proxy of those Members entitled to cast one-fifteenth ($1/15$) of the total votes entitled to be cast on the issue(s) at a meeting of the Members of the Association shall constitute a quorum for such meeting (i.e. based on 166 lots, the alternative quorum is eleven (11) votes).

- End Art. II -

ARTICLE III - COMMON PROPERTY

Section 1. Conveyance of Common Property. The Developer may from time to time designate and convey to the Association fee simple title to real property including but not limited to the land described in the Final Plat as road right-of-ways to be the Common Area for the common use and enjoyment of the Owners, subject to this Amended Master Declaration. Developer does hereby transfer to the Association all easements granted on, over and through the property. The Association's ownership of all easements and/or the simple title to the land encumbered thereby are subject to the terms and conditions of this Amended Master Declaration and the obligations set forth herein.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the Lot title and/or recorded agreement to purchase with the Catron County Clerk; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Areas by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- (a) The right the Association to establish and maintain reasonable controls on the pedestrian and vehicular traffic across the road right-of-way for ingress and egress into and within the Property; and
- (b) The right the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.
- (c) The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional common area property.
- (d) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Areas to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the vote, in person or by proxy, of two-thirds (2/3) of the total of votes of all Members able to be cast at any regular or special meeting of the Members duly called and convened to approve the conveyance.

Section 3. Responsibilities of the Association and Release of Liability.

- (a) The Association shall be responsible for Common Areas, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement and improvement, and for the payment of taxes and utilities for the Common Areas.
- (b) Any private streets, street lights, drainage systems, fences, and other improvements that have been constructed or installed within Common Areas and as part of the Work shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements.

- (c) By acceptance of a deed or recording with Catron County Clerk of an agreement to purchase a Lot within the Property, each Owner agrees that the Association has no obligations whatsoever for providing protection to persons on the Property. Each Owner further agrees that the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets or Common Areas.

Section 4. Common Areas Easements.

- (a) Association easements used for installation and maintenance of the Water System and dry utilities are reserved within the road right-of-way and the set-back areas of the Lots as further specified in Article V. Within these easements and except as otherwise allowed by the beneficiaries of such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the Water and Road Systems and the dry utilities located from time to time within the road right-of-way and the utility easements.
- (b) Fire, police, health, sanitation (including trash collection, if any) and other public service personnel and vehicles shall have and are hereby granted a permanent, non-exclusive and perpetual easement for ingress and egress over and across the road right-of-way shown on the Final Plat for purposes of providing such services to the Owners.
- (c) The Association reserves an easement across the Common Areas for the installation, maintenance and use of all utilities, the high-speed data communications lines, distribution facilities and equipment and cable television lines, distribution facilities and lines. This easement may be transferred in whole or in part to any franchised high-speed data communication operator and any cable television operator.
- (d) Each Owner agrees that he will not place their septic leach or drain field nearer than within two hundred feet (200') of any Water System well; provided, in locating new wells, water storage facilities, pump houses and distribution lines, the Association will try to locate such facilities so that they will not interfere with the Owner's use of his Lot. Care shall be taken in locating wells, and the members owning property within two hundred feet (200') will be consulted so that the needs of the Association and the Lot Owner can be accommodated to the greatest extent possible.

Section 5. Community Center. Members in good standing on the Association books are allowed to use the Community Center.

- (a) Members must agree to comply with the policies and procedures that are periodically published by the Association Board.
- (b) Upon a three-day notice, the garage area may be reserved by Members.
- (c) The Community Center kitchen and restrooms are not for everyday use, but are for special occasions and community gatherings only and use is at the discretion of the Board.
- (d) To reserve the Community Center, Members should email the Association at SpringCanyonRanchLOA@gmail.com stating the requested reservation date and time and request a key.

- (e) Cleaning is the responsibility of the Member using the building. Should there be damage or the cleaning not completed, the Association will hire a professional cleaner at the expense of the Member who used the facility.
- (f) Usage of free water at the community center is for short term, low volume use. Members intending to keep animals or stay on Member's lot for over two weeks must have water service turned on at Member's lot.

- End Art. III -

ARTICLE IV - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acceptance of a deed or recording of an agreement for sale with the Catron County Clerk, whether or not it shall be so expressed in such deed or agreement, each Lot Owner is deemed to covenant and agree to pay to the Association: (i) **annual assessments or charges**, hereinafter referred to as "Annual Assessments", (ii) **special assessments** for capital improvements, hereinafter referred to as "Special Assessments", and (iii) **specific assessments** for accrued liquidated indebtedness of individual Owner(s) to the Association, hereinafter referred to as "Specific Assessments," with such assessments to be established and collected as hereinafter provided.

Collection of Assessments/Lien/Foreclosure. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which an Assessment is made.

The Assessments, together with interest, costs, reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successors, but shall continue to be a charge on and lien against the Lot which, if not paid, shall entitle the Association to exercise its remedy of foreclosure, as further provided herein, against the Lot subject to the continuing lien for the delinquent Assessments and, at the option of the Association, to exercise its collection remedies, either in the foreclosure action or by separate action, against the Person who was the Owner of such Lot at the time when the Assessments fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Amended Master Declaration, including but not limited to the acquisition, management, insurance, and maintenance of the Common Areas and any other Properties which the Association is responsible for maintaining; the maintenance of a reserve fund for the replacement or improvements thereon or anticipated to be required in the future; the enforcement of the Master Declaration, a Supplemental Declaration, and Association Documents; the enforcement of covenants, conditions and restrictions established herein and the enforcement of Owners' Association Rules established from time to time by the Association; the payment of operating costs and expenses of the Association; operating costs of the Water Systems and as are usual, normal and customary for routine maintenance and operation of a water system including utility costs, insurance, supplies, water testing, purification, accounting, administrative, legal and other miscellaneous day-to-day expenses; Road System maintenance; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. The **Annual Assessment** shall be used exclusively to promote the community within the Property, including (i) those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including but not limited to the enforcement of this Master Declaration, the Association Documents, and the Owners' Association Rules established from time to time by the Association. See the current **FEE SCHEDULE** for the annual assessment levied by the Association.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, Special Assessments for common expenses of the Association applicable to that year only. Except as specifically provided otherwise in this Master Declaration (e.g., Article II, Section 5), any Special Assessment shall have the assent of the Members if the Members, in person or by proxy at any regular or special meeting of the Members duly called and convened to approve such Special Assessments, cast at least two-thirds (2/3) of the total votes cast, in person or by proxy, at a regular or special meeting of the Members duly called and convened to approve such Special Assessments.

Section 5. Specific Assessments. There shall be two types of Specific Assessments assessable to Owners. First, any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Amended Master Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed as a lien by the Association against such Owner's Lot, as a Specific Assessment, after such Owner fails to pay such indebtedness within thirty (30) days after written demand. At the Board's discretion, Specific Assessments may include a late charge or other penalty for not timely paying such indebtedness.

Second, the Association shall have a right, but is not obligated, to assess each Owner, as a Specific Assessment, or periodically, or on a monthly, quarterly, or semi-annual basis, for the following type charges related to use, maintenance, repair and replacement of the Water System. See current **FEE SCHEDULE**. The implementation of any of the following assessments is at the discretion of the Association Board based upon the financial needs of the Association:

- (a) A water charge for water used by an Owner, based on a rate schedule implemented at least annually by the Association.
- (b) A standby fee for each Lot, until the residence on the Lot is connected to the Water System.
- (c) Membership and membership transfer fees to defray the cost of the associated bookkeeping, meter reading, and administrative expenses of the Association.
- (d) Meter fee and installation charges at the time water service is initiated on a lot.
- (e) If any Owner needs new or additional service connections to the water system, such service connections shall be made only upon application to and with the approval of the Association and upon payment of such fee to Association as the Association shall determine.
- (f) The Association Board determines the **FEE SCHEDULE** for the Water System. Annually, the Association Board will review the established a fee schedule to assure that sufficient income will be generated for the coming year to cover anticipated operating expenses

of the Water System and to provide for a reasonable repair and maintenance reserve, and, if established, a reserve for the purchase of additional water right. The **FEE SCHEDULE** rate shall include a "minimum water charge" to be paid by each Owner. The fee schedule may establish a penalty assessment for excessive water usage. Proceeds from collections of penalty assessments may be used to implement an educational program aimed specifically at the user offenders as well as aiding the offender in achieving compliance and for funding water system maintenance.

Section 6. Notice for Any Action Authorized. Except as provided in Article II, Section 10(b) above, written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment or to approve a Special Assessment shall be sent to all Members authorized to vote not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Members must be in good standing on the books of the Association to vote.

Section 7. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis in the discretion of the Board. Otherwise, such shall be payable in full yearly on the date the Assessment comes due. The share of each Lot in payment of the Annual and Special Assessments shall be a fraction the numerator of which is one (1) and the denominator is the total number of Lots subject to assessment under this Master Declaration at such time. Specific Assessments need not be uniform in rate, and, with respect to the Water System, may be based in part on each Owner's amount of consumed water.

Section 8. Other Charges and Costs Assessable. The Association may levy and assess charges, costs and fees for matters such as, but not limited to, the following, in such reasonable amounts(s) as the Board may determine in its discretion at any time and from time to time, including reimbursement of charges that are made to the Association by its managing agent or any other Person: copying of Association or other documents; return check fees; mileage at rate approved under New Mexico law for reimbursement for state employees; facsimiles; long distance telephone calls; notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be in addition to the Assessments levied by the Association, but shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments.

Section 9. Adjustment of Monetary Fees, Penalties, and Costs. All monetary amounts stated in this Master Declaration, or established from time to time by the Association as a charge, fee, cost or monetary fine, are subject to increase as determined by the Association at an annual or special meeting to reflect inflationary effects on such charges, fees, costs or monetary fines and/or the rising costs to the Association with respect to charges, fees, costs or monetary fines imposed by the Association.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise,

and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes. Such surplus need not be used to augment or replace operating reserves established by the Association.

Section 11. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time but in any case within thirty (30) days of the Association's receipt of such written request, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate.

Section 12. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. The right of redemption with respect to the foreclosure of such lien shall be **three (3) months in lieu of nine (9) months**. All other Persons acquiring liens on any Lot, after this Master Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Master Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Master Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien for the delinquent Assessments against any Lot in the public records for Catron County, New Mexico.

Section 13. 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 equal to the higher of (a) twenty-four percent (24%) per annum, or (b) Judgment Rate of Interest established pursuant to Section 56-8-4 of the New Mexico Statutes Annotated, as amended from time to time. The Board may from time to time establish a lower rate of interest for any Assessment; provided, such shall not be deemed to waive the right to collect interest as provided above if the lower rate of interest is challenged by an Owner and, further, the Association's power to establish a rate of interest shall not violate the law of the State of New Mexico. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the lien for unpaid Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

Section 14. Homesteads. By acceptance of a conveyance of title to any Lot or by the recording of any agreement for sale with Catron County Clerk, each Owner is deemed to acknowledge

conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all assessments, interest, late charges, penalties, and costs of collection, including attorney's fees, validly secured by such lien.

Section 15. Declarant's/Developer's Limitation of Liability for Assessments. Notwithstanding anything herein to the contrary, the Lots owned by Declarant/Developer shall not be subject to Assessments established by this Article. Until such time as there is an adequate number of Owners to pay the Annual Assessments to carry out the Association's obligations, the Declarant/Developer may, at its option, contribute cash and/or in kind services to the Association to assist the Association in meeting its obligations. Further, the Declarant/Developer and its successors or assigns, shall not be required to pay the water service standby or transfer fee in connection with any unimproved Lot it holds for sale.

Section 16. Limitations on Provision of Water. The Association will provide no more than 0.34 (34/100th) acre feet of water per year for each Lot, including both indoor and outdoor use. This allocation will provide each Lot with an average of 303.48 (three hundred three point forty-eight) gallons per day. Water conservation by the members of the Association is, therefore, necessary and important to the continued viability of the Association and the continued value of the interests of the members in the Association. Water-saving fixtures shall be used in all structures, which shall include, but not be limited to, low flush toilets, low flow shower heads, low flow faucets, any appliances that have water saving features such as washing machines and dish-washers and insulation of hot water pipes. Low water-use landscaping, such as xeriscape and drip irrigation, should be utilized and native grasses should be used that are adapted to local climatic conditions. The use of the water is limited as follows: (1) for domestic uses normally associated with a residence, however, gardens are to be no more than eight hundred (800) square feet in size, (2) for recreational uses sponsored by the Association if conducted in compliance with this Declaration, (3) for home occupations if conducted in compliance with this Declaration, (4) for fire protection, and (5) for Common Areas at the Association Board's sole discretion. Swimming pools, water gardens, ponds, or other outdoor water features holding more than 1,000 gallons are prohibited. Rainwater harvesting features, such as cisterns, downspout collection, and grading, shall be encouraged. Grey water systems shall meet the requirements of the New Mexico Construction Industries Division and the Uniform Building Code. The Association reserves the right to withhold water service, in any calendar year, and charge penalties and fees, for an Owner that, in such calendar year, exceeds the yearly water allocation limit. Also see *Water Rules & Regulations and Water Application for Spring Canyon Ranch Landowners' Association, Inc.* and current FEE SCHEDULE.

- End Art. IV -

ARTICLE V - COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions, restrictions are imposed on the Lots within the Property:

Section 1. Architectural Review Board ("ARB"). The ARB has full power and authority to interpret and implement Article V of this Master Declaration, including but not limited to:

- (a) The ARB may set forth additional standards, procedures, guidelines (including fees and fines) that it deems necessary to implement and enforce this Master Declaration.
- (b) The ARB may, from time to time, adopt, amend, and repeal such standards, procedures, and guidelines.
- (c) The ARB has the discretion to approve or disapprove the level of upgraded features to structures as required in this Master Declaration with consideration given to overall quality of the proposed construction.
- (d) The ARB has the discretion to determine if an applicant's proposed structure color is acceptable and consistent with the Spring Canyon Ranch forest color scheme.
- (e) The ARB, and the Association Officers and Board, have the right to inspect a structure at the time of delivery to the subdivision and have full power and authority to refuse entry to the subdivision of all non-conforming structures.
- (f) The ARB has all powers under law and equity to enforce its decisions, including, but not limited to, obtaining temporary restraining orders, refusal of request for water service, and suits for damages.
- (g) The ARB has authority to request temporary RV/travel trailer/camping use be suspended if the ARB finds the temporary use is overly used or overly extended and in violation of this Article V.
- (h) The ARB is granted the power to obtain injunctions to stop construction, order changes to a structure, or force removal of a structure as deemed appropriate, including a violation of the color scheme for structures as described in this Article V.

Section 2. Vegetation. Natural vegetation shall be left undisturbed, except for clearing necessary to use the Lot for its intended residential purpose and for creating defensible spaces for protection from wildfires around all buildings in accordance with New Mexico Department of Energy, Minerals and Natural Resources, and/or State Forestry Division guidelines. These guidelines may be obtained by calling 505-835-9359. No logging or tree cutting operations are to be conducted on any Lot except to thin trees where necessary. The natural beauty of the land must be preserved and maintained.

Section 3. Junk/Trash/RV Storage/Etc. All trash or junk shall be deposited in sanitary containers and hauled to the county landfill or a community solid waste collection facility. Storing of **trailers, boats, campers, cars or horse trailers** shall be kept reasonably out of sight so as not to be a visual nuisance to adjoining properties; either in a garage or approved outbuilding, along side yards in a neat, inconspicuous manner, or within fenced or planted perimeters. Under no circumstances may a stored RV/camper be lived in during the period of storage. No dilapidated unkempt RV trailers are to be placed on the property. No junk vehicles or junk mechanical equipment of any kind are permitted. No motor vehicle which is under

repair and not in operation condition shall be placed or permitted to remain on the road or any portion of any lot unless it is within an enclosed garage or structure. None of the land shall be used for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No tires, stones or unsightly objects shall be placed on the roof of any dwelling.

Section 4. Landowners' Conduct. All Landowners agree to conduct themselves so as to not interfere with the quiet enjoyment of the other Owners. Excessive noise from music, vehicles or other sources is strictly prohibited.

Section 5. Easements/Setbacks.

- (a) All Lots within the Subdivision are subject to a fifteen (15) foot wide public utility easements along the side and rear Lot lines, subject to a twenty (20) foot wide access and utility easement along the Subdivision boundary, and subject to a ten (10) foot wide utility easement along road right-of-ways. All road right-of-ways and common areas within the Subdivision are for the purpose of ingress, egress and utilities.
- (b) No fence shall be constructed within the ten (10) foot easement along the road right-of-ways.
- (c) There are twenty (20) foot wide private easements for access to public lands as shown on the Subdivision Plat. The three twenty foot wide private easements that run between Lots 149 & 150, Lots 163 & 164, and Lots 165 & 166 are designated as foot traffic and horseback use only. All vehicular traffic of any type must stop on the roadway or cul-de-sac and shall not encroach upon the easement.
- (d) In addition to the easements, each Lot is subject to the following set-back requirements: no building structure, home, recreational vehicle, camper, trailer or tent shall be nearer than seventy-five (75) feet to the street line, nor nearer than thirty (30) feet to the side Lot line, nor nearer than forty (40) feet from the rear Lot line. Lot owners on the perimeter of the Project must leave the boundary fence intact, or install a gate which is strong enough to keep out cows.
- (e) Members (Landowners') and their guests shall not trespass upon Lots that they do not own, unless specifically granted access in writing from the owner of the Lot. Lots are private property regardless of whether they are fenced or not. Members and their guests are to travel upon the designated roadways and easements as restricted above.

Section 6. Application for Lot Improvement & Checklist/ARB Approval/Delivery and Inspections. In order to issue an approval for homes and garages, the ARB requires a signed *Application for Lot Improvement & Checklist*, one complete set of architectural plans, four-sided elevations, construction drawings showing garage placement, drawing showing utility connections, foundation drawings, finished floor heights, contractor contact information, livable square footage, garage square footage, driveway and culvert information, permits, plot plan

showing actual location of structures within required setbacks, porches/decks, fencing plan if any, color samples, material samples, and any other information or materials that the ARB deems necessary.

Applications should be produced via electronic mail to springcanyonranchloa@gmail.com. All structures that are proposed to be built or placed upon the Property must be approved in writing by the ARB before being delivered to or constructed upon the Property. All parties are put on notice that the maximum size of vehicle with load that can pass through the Subdivision entrance is twenty-two (22) feet wide and eighteen (18) feet tall. Failure to provide the requested information or material will result in an automatic denial of the request.

Section 7. Structures/General Provisions.

- (a) No tar paper shacks or dilapidated storage buildings are to be constructed or placed on the property. All residential structures are to be built to current New Mexico State Code Standards at the time of construction. All homes and outbuildings are to be of a professional quality and workmanship. In addition, all buildings must be approved by the ARB according to the criteria in this Article V of the Master Declaration.
- (b) Colors must be from a forest pallet such as forest colors typical of Spring Canyon Ranch (for example, browns, dark grays, dark tans, greens and the like) with no bright or garish colors. The ARB retains the discretion to determine if an applicant's proposed color is an acceptable forest color and whether allowed.
- (c) All structures must have standard architectural appearance and no non-conventional structures are allowed which would interfere with the conformity and aesthetics of the environment or development.
- (d) All structures, except antennas and windmills, shall not be more than thirty (30) feet in height.
- (e) All exterior construction of any building permitted must be completed within eighteen (18) months of the start of construction. If construction is not substantially completed within the eighteen month period, the ARB may request a new application be submitted.
- (f) Where the exterior build is not complete by the Owner's initial proposed completion date, Owner must submit in writing a request for an extension of time. The written request must include (1) description of work completed to date; (2) new proposed completion date; (3) current photographs of all exterior sides of the building (4) a description and timing of work expected to be completed in near future; and (5) any information that would help the Board understand the reasons for which the build is untimely. Written request for extension should be submitted to springcanyonranchloa@gmail.com (preferred) or SCRLOA, Inc., PO Box 397, Quemado, NM 87829. Written request for extension is due within 14 days of the initial proposed completion date.
- (g) Untimely completion of exterior builds is subject to fines, particularly where the untimely build lacks a continuity of progress and Owner fails to communicate with the Board. See current FEE SCHEDULE. Owners' communication with the SCRLOA Board

about the status of an untimely build is imperative and will help the Board work with Owners through the building process.

Section 8. Residential Structures.

- (a) All Lots are restricted to one (1) primary residence per Lot and one (1) guesthouse per Lot.
- (b) No Lot within the Property may be split into additional Lots. A portion of the Lot may be deeded to a public or private utility, in which event the remaining portion of said Lot shall be treated as a whole Lot for the purpose of this provision.
- (c) Where a guest house is the first dwelling on a Lot, the guest house must be 640 square feet and have an **attached two-car garage** that is 18'W x 20'D (360 sq. ft.) for a total ground floor building size of at least 1,000 square feet. An approved primary residence must be completed within 60 months of the completion of the guesthouse with attached garage.
- (d) The primary residence shall be a minimum of one thousand (1,000) square feet in livable area. For a two-story primary residence, the ground floor must be at least one thousand (1,000) square feet in livable area. In order to be counted as livable area, floor space must be in an enclosed and heated area. Balconies, patios, garages, and porches are not considered livable square footage. A loft on the second floor of a residence is considered livable square footage, as long as some portion of the loft has a ceiling height of at least 7 feet and has electric outlets.
- (e) All homes must have shingled, tile or factory-finish metal roofs, gable ends, and eaves around the entire building. No shiny, galvanized or corrugated metal roofs shall be used on any building. Painted propanel metal roofs are approved.
- (f) All homes must have 2 x 6 or equivalent exterior wall construction, 2 x 4 interior walls, 2 x 8 floor joists, if applicable, 30 pound roof loading with trusses on 16 inch centers, if applicable.
- (g) The exterior walls of all residential structures must be covered by two-coat stucco, stone (including cultured stone), brick, wood, lapped wood, log, lapped cemplank, lapped LP smart siding in planks, lapped insulated color through vinyl siding with wood grain, or other such upgraded products. Material having a recognizable grain or form (such as, wood, cemplank, smart siding, insulated vinyl and log) must be installed in a horizontal pattern except high quality vertical board and batten siding is allowed. Board and batten must be of a weather and insect resistant material, for example, fiber cement, cedar, pine, redwood or other high end material. Home and garage siding must be the same direction of line (vertical or horizontal). Home and garage roofing must be the same color. Homes and garages must be complimentary in color and appearance.
- (h) No unfinished metal, corrugated metal, galvanized metal, masonite, standard particle board, T1-11, smart siding in sheets, cemplank in sheets, vinyl siding without insulated backing or wood grain, or other like products are allowed. For products and materials not mentioned above, the ARB retains the right to determine if such material or product is allowed to be used and how the material or product is to be installed.
- (i) All homes must have at least some architectural features such as porches, balconies, pop-out windows, upgraded wainscot, dormers, valley-hips, vigas, latillas, belly-bands,

borders, arabesque windows, bay windows, colored concrete, built-in planters, or accent walls.

- (j) Exterior walls and stem walls shall extend down to the ground level and shall be finished at a minimum with the same products and materials as the exterior walls of the home, or use an upgraded product to complement the overall look of the manufactured home. All exterior walls of homes, whether or not site built, must be finished and maintained in good condition and repair.
- (k) Manufactured homes must be ground-set in a professional manner. Ground-set shall mean that the finished floor elevation of the home shall be no more than twelve (12) inches above the level of the undisturbed ground, and the ground must be graded so as to establish a positive grade around the home for drainage of water away from the home.
- (l) Modular, panelized, manufactured, prefabricated, and pre-erected homes (collectively known as "manufactured homes") are permitted upon Lots as a single family dwelling as well as site built homes, provided they are new and have not been placed or set upon any other property. However, all homes must either be constructed on a permanent foundation or placed and strapped down on a permanent foundation. Mobile homes and single wide manufactured homes are not permitted on the Property.
- (m) All available utilities and water and septic shall be properly installed with said structure within a two (2) month period of time of substantial exterior completion.

Section 9. Guest House.

- (a) Where a guest house is the first dwelling on a Lot, the guest house must be 640 square feet and have an **attached two-car garage** that is 18'W x 20'D (360 sq. ft.) for a total ground floor building size of at least 1,000 square feet. An approved primary residence must be completed within 60 months of the completion of the guesthouse with attached garage.
- (b) A guesthouse must be at least six hundred forty (640) square feet in ground floor building area.
- (c) If the guesthouse with attached two-car garage is built, then no additional garage is required when the primary residence is built.
- (d) Where a landowner owns more than one Lot, the landowner may build a guest house on an adjoining Lot to landowner's primary home Lot (Lots must share a common boundary). Landowner is required to make application to the ARB for approval of a variance from the existing guest house and primary home rules, and the variance must be ultimately approved by the Association Board. Whether to grant the variance is in the sole discretion of the ARB and Association Board. For the variance to be granted, the Landowner must agree that if the landowner ever desired to sell either Lot, the two Lots will be sold together in the same sale and transferred to purchaser in the same deed. Constructive notice of this restriction is given to landowner and future landowners that this restriction will "run with the land" in that this Fourth Amended Master Declaration is filed of record with the Catron County Clerk.

Section 10. Garage Buildings.

- (a) Except as otherwise provided, all homes must have an attached or unattached 2-car garage. All exterior construction of the garage must be completed within eighteen (18) months of the completion of the exterior of the home. If construction is not substantially completed within the eighteen month period, the ARB may request a new application be submitted.
- (b) The minimum size of the garage is 18 feet in width and 20 feet in depth, which is 360 square feet in size. High quality metal siding for garages is allowed. Siding may be either horizontal or vertical, however, home and garage siding must be the same direction of line (vertical or horizontal). Home and garage roofing must be of the same color. Homes and garages must be complimentary in color and appearance.

Section 11. Outbuildings.

- (a) Outbuildings shall not exceed thirty (30) feet in height. Outbuildings may have metal exterior walls if such walls have a factory painted finish in an allowable color and acceptable roof material. Outbuildings must compliment other structures. Outbuildings must be approved by the ARB.
- (b) After November 16, 2024, metal/shipping/cargo containers and the like are prohibited upon the Lots of the property with the exception of containers previously approved by the ARB prior to November 16, 2024, and so long as the containers are in compliance with this Article V as amended March 6, 2012, and the containers are consistent with an owner's application previously submitted. Prior to November 16, 2024, metal storage containers were allowed, not to exceed two containers per Lot, provided that the containers are in good condition, are painted in allowable color, and are placed in a location approved in writing by the ARB.

Section 12. RVs/Travel Trailers/Camps on the Land.

- (a) RVs, travel trailers or camps on the land are limited to vehicles, equipment or structures with sanitary waste facilities. If sanitary waste facilities are not present, then occupancy on the lot is limited to no more than two consecutive weeks at a time in any 30 consecutive day period.
- (b) Factory made recreational vehicles and travel trailers may be used on an occasional basis for recreational use and may be stored on the property out of sight from any roadway. RVs or travel trailers may also be used as a temporary residence during construction of a site built home or during preparation of the property for a manufactured home. Owners and/or their guest may not live in an RV, travel trailer or camp on the land in any other form for more than six (6) months in any calendar year.
- (c) RVs/travel trailers may not be used as permanent residences or in any way be permanently attached to the land.
- (d) RV/travel trailers usage is restricted to one unit allowed per Lot with the exception that there may be up to two additional short-term units (or camp site) for a period not to exceed 14 days in any 30 consecutive day period. A "truck camper" attached to a truck bed shall not be considered a second RV unless the truck camper is removed from the vehicle and left on the property.

- (e) Usage of free water at the community center is for short term, low volume use. Members intending to stay on Member's lot for over two weeks must have water service turned on at Member's lot.
- (f) Owners are responsible for ensuring temporary use complies with this Master Declaration.
- (g) A quiet portable generator may be used on the weekends on an occasional basis only, in order to protect the quiet enjoyment of the other property owners. Otherwise, the property owner must complete an electrical service that is connected to the subdivision's underground electric system.
- (h) In no event shall an owner discharge sewage onto their property. The Owner must comply with all state and/or county health department guidelines; whichever is more restrictive, when installing a septic system.
- (i) No dilapidated unkempt RV trailers are to be placed on the property. Also see Section 3 of this Article relating to RVs/travel trailers.

Section 13. Accent Walls/Fencing/Landscaping. Accent walls and fences should be built with materials and colors that complement the buildings constructed and be constructed so as to conform with the aesthetics of the environment. Landscaping around structures should be tasteful and blend with the natural setting of the Project.

Section 14. Culverts. Alterations in the surface grade of a Lot may have a material and detrimental effect to surface water drainage to and from other Lots and shall be approved by the ARB prior to any work being done by an Owner that would change the grade of, or surface drainage to and from, the Owner's Lot. Each Owner is responsible for installing appropriately sized culverts which shall be no less than 20 feet long and have a minimum diameter of 12 inches, when a Lot's driveway is installed, so as to not adversely affect the surface water drainage within the Property or on the roadside. Any culverts previously installed that are not at least 20 feet long and 12 inches in diameter, and that are to be replaced for any reason, shall be replaced with a culvert of at least 20 feet in length and 12 inches in diameter.

Section 15. Water Wells. Lot Owners must submit a completed Lot Improvement Application and receive approval before drilling a water well. No Lot Owner shall drill a well without permission of the State of New Mexico. If an Owner drills a well, Owner will remain obligated to pay any Association assessment otherwise required including but not limited water fees, Association dues and standby water fee where applicable. See current **FEE SCHEDULE**.

Section 16. Signage. Reflective address signs for emergency purposes may be placed on the driveway and must be maintained by Owner.

Section 17. Lighting. Outside lighting must be directed downward so to minimize light pollution. Dusk-to-dawn outside lights are prohibited. Motion sensor lights with automatic turnoffs are to be used instead.

Section 18. Business Ventures. No business or commercial ventures may be conducted on any of the Lots except if (a) such use is incidental to the primary use of the Lot for residential purposes or (b) such business or commercial venture is a limited home-based business which does not require a large number of customers, deliveries or shipping and must be fully contained inside the dwelling units on the Lot. The allowed business or commercial use shall also not interfere with the quiet enjoyment of the adjacent Lots or of the Common Area and shall not cause excessive use of the Subdivision utilities or Common Areas.

Section 19. Animals. Animals shall be confined within the boundaries of each Lot; they shall not be allowed to graze on adjoining properties. A maximum of four (4) livestock are allowed per Lot. Livestock shall include horses, ponies, llamas, cows, donkeys, and sheep, and other such live animals. Livestock must be kept in sanitary conditions. No pigs or pot-bellied pigs shall be raised on any of the Lots within Spring Canyon Ranch with the exception of school or 4-H projects. Each Lot shall be allowed no more than ten (10) chickens or other poultry, which number will be reduced if such poultry become a nuisance to surrounding owners. Poultry must be kept in a confined space. There shall be no more than four (4) dogs or a total of six (6) dogs and cats maintained on a Lot. Dogs must be kept on leashes or within the boundaries of the Owner's property. Dogs shall not be allowed to roam freely throughout the development, or else the dogs will become subject to capture and removal by the appropriate authorities. Excessive barking, howling or other noise by dogs or other animals is prohibited as this violates the right of all owners to the quiet enjoyment of their Lots. Lot owners intending to keep animals must have water service turned on at Owner's lot.

Section 20. Firearms.No hunting or discharge of firearms, including trapping, shall be permitted within the Property.

Section 21. Campfires. No open wood burning camp fires are allowed in any part of the Subdivision unless such location or Lot shall have a water tap and running water service. Further, it is illegal to have any fire within the Subdivision when the County has a Red Flag Warning in effect.

Section 22. Survey Pins. All survey pins and markers within the Property including those found within the Lots are to be left in the place and condition in which they were originally set.

- End Art. V -

ARTICLE VI - MISCELLANEOUS

Section 1. Enforcement. Each Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Amended Master Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Association, or any Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, reasonable monetary fines and other sanctions for violations of this Amended Master Declaration or any supplemental declaration hereto, for injunctive or other equitable relief, or all of the foregoing. If any Owner or the Association is the prevailing party in any litigation involving this Amended Master Declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). Failure by the Declarant, 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.

In addition to the above rights, the Association shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty **(30) days** after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at higher of the rate of eighteen percent (18%) per annum or the Judgment Rate of Interest established pursuant to Section 56-8-4 of the New Mexico Statutes Annotated, as amended from time to time, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's Lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this Amended Master Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Amended Master Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Amended Master Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Amended Master Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Amended Master Declaration in whole or in part. This

Amended Master Declaration shall automatically renew each ten (10) years thereafter unless a decision to not renew this Amended Master Declaration has been approved by vote, in person or by proxy, of at least two-thirds (2/3) of the total of votes of all Members able to be cast at any regular or special meeting of the Members duly called and convened and held prior to the date of automatic renewal. This Amended Master Declaration may be terminated upon unanimous vote, or written consent in lieu thereof, of all Owners and holders of first mortgages on the Lots; provided, that the terms governing the easements herein granted, including, specifically, the easements reserved by or on behalf of the Declarant or Association, shall not be affected by any such termination or by the failure of the renewal of this Declaration.

Section 4. Amendment. This Amended Master Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by vote, in person or by proxy, of at least two-thirds (2/3) of the total of votes of all Members able to be cast at any regular or special meeting of the Members duly called and convened and held to approve such amendment. Any amendment, to be effective, must be Recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Amended Master Declaration.

Section 5. Supplemental Declarations; Annexation of Additional Property. Declarant may, from time to time, add lands to the Property by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Amended Master Declaration, to the assessment provisions hereof, and to the jurisdiction of the Association.

Section 6. Amplification. The provisions of this Amended Master Declaration and any Supplemental Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Amended Master Declaration and any applicable Supplemental Declaration on the one hand, and the Association Documents on the other, and such shall be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the Association intends that the provisions of this Amended Master Declaration control over any terms or provisions in the Articles or By-Laws to the contrary.

Section 7. Permission. When any act by any party affected by this Amended Master Declaration, which by the terms of this Amended Master Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 8. Applicable Law. The law of the State of New Mexico shall govern the terms and conditions of this Amended Master Declaration.

Section 9. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Amended Master Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Amended Master Declaration. If any Person consists of more than one (1) Person or entity, notice to one as provided herein shall be notice to all.

Section 10. Declarant and Association. Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Each Owner by virtue of his acceptance of title to his Lot or the recording of sales agreement with the Catron County Clerk and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by the terms and provisions of this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

- End Art. VI -

IN WITNESS WHEREOF, Spring Canyon Ranch Landowners' Association, Inc. has caused these presents to be executed in its name by its officers duly authorized on the 24th day of February, 2025.

Spring Canyon Ranch Landowners' Association, Inc.

By

Jeffery R. Cudd
Jeffery R. Cudd, President of Board of Directors

By

David Roe
David Roe, Secretary of Board of Directors

STATE OF NEW MEXICO

)

) ss

COUNTY OF CATRON

)

The foregoing instrument was acknowledged before me this 24 day of February, 2025 by Jeffery R. Cudd and David Roe.

Jennifer Kalberg
Notary Public

My commission expires: 1/13/29

