Affidavit of Amended Restrictive Covenants for The Ranch Subdivision

The State of New Mexico)
)
County of Otero)

Before me, the undersigned authority, on this day personally appeared Gerson H. Stearns and James Preston Brashear, III, ("Affiants") who, being first duly sworn, each upon their oaths do state:

That Affiants are each owners of land within The Ranch Subdivision. That Gerson H. Stearns is the President and a Director of The Ranch Landowners Association, Inc., a non-profit New Mexico corporation. That James Preston Brashear, III, is a Vice President and a Director of said corporation.

That The Ranch is a Subdivision and tract of land in Otero County, New Mexico, described in Exhibit "A", which exhibit is attached hereto and incorporated herein as if set forth in full, commonly designated as "The Ranch"; and Restrictive Covenants for The Ranch are on file at Book 609, Page 13 of the records of Otero County; and said Restrictive Covenants contain specific provisions for the alteration, amendment or repeal of said Restrictive Covenants by a vote of the owners of property in The Ranch; and

That the provisions of the following amendments were submitted in writing to the owners of property in The Ranch, and the property owners voted in writing, with more than seventy-five percent (75%) of the written votes, calculated in the manner provided in the Restrictive Covenants, being in favor of and approving the following amendments; and

That the property owners by their written votes designated the President of The Ranch Landowners Association, Inc. to certify the results of the vote and to file these Amended Restrictive Covenants with the County Clerk of Otero County, New Mexico, and

That Gerson H. Stearns, the President of The Ranch Landowners Association, Inc. does hereby certify and declare that The Amendments to Restrictive Covenants which were approved by the property owners are set out as follows:

> *The existing Restrictive Covenants for The Ranch Subdivision (containing sections A through O), as recorded in Book 609, Page 13, Otero County, New Mexico, shall continue without modification, except for the addition of the following additional covenants and conditions:*
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> ***P.*** *The Ranch Landowners Association, Inc., a Non-profit New Mexico Corporation, is the landowners association for The Ranch Subdivision. This corporation clears snow and maintains the roads within The Ranch Subdivision, and that portion of Young Canyon Road which lies between US 82 and The Ranch Subdivision. The expected actual annual costs for such road maintenance and the other proper expenses of the corporation are apportioned, assessed and allocated to each owner in accordance with a schedule approved by a vote of the owners in attendance at an annual meeting of the corporation. The owners in attendance may amend that schedule at the annual meeting of the corporation, if advance notice is mailed to all owners that such matters will be considered at the meeting. The program year (also known as budget year and fiscal year) runs from October 1 through September 30 of the following year.*
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> *An annual billing statement for the assessment for the coming year will be mailed to each owner at the address shown on the records of Otero County, New Mexico, usually in the month of September. The terms "dues" and "road use fees" in any billing shall be understood to mean the road maintenance and other expenses properly assessed against the owner receiving such bill. The assessment is due and payable 30 days after the mailing of the statement, and as of such due date the corporation shall have a lien against all lots of said owner to secure payment of the assessment. If the assessment remains unpaid for 30 days following such due date, the corporation may file said lien of record with Otero County for such non-payment, and may pursue foreclosure upon the same. The annual billing statement may include any and all unpaid assessments from prior years, and liens shall exist for all such billed sums as are not barred by limitations. Assessments and liens shall run with the land and be binding as a personal obligation of the owner.*

The corporation may properly expend funds for the actual costs of clearing snow and maintaining and repairing the roads, for postage and other usual and customary office expenses and supplies, for insurance, for filing fees and taxes to Otero County and the State of New Mexico, and other expenses of a similar nature to any of the foregoing. Major improvements to the roads, such as paving any of the roads with concrete or asphalt, may not be done without a further amendment to the restrictive covenants. The corporation shall be permitted to accumulate a reserve fund in years when less snow clearing and maintenance is necessary, and will not be required to make refunds to owners. During any year when it appears that road and/or other proper expenses will exceed the funds available to pay for them (as, for example, when a severe winter makes extra snow removal necessary), the corporation may make one or more special assessments against the property owners to cover the anticipated shortfall. Special assessments shall be billed in the same manner as the annual billing statements, and shall be due and payable 30 days after mailing, with the same provisions for liens.

Q. *Live trees of any size may also be removed or thinned pursuant to an approved plan for mitigation of wildfire hazards through the New Mexico Forestry Division, or as required by local fire codes or any insurance company as a condition for obtaining or continuing fire insurance on any dwelling.*

R. *Construction of a residence shall be considered completed when it is structurally complete, and enclosed with roofing and siding materials that make it weatherproof.*

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

That the facts stated above are known to each Affiant to be true and of Affiant's own personal knowledge.

G H Stearns — James Preston Brashear III

Gerson H. Stearns — James Preston Brashear, III

SWORN to and subscribed before me on July 13, 2015 by Gerson H. Stearns.

Cassandra M Dees
Notary Public

OFFICIAL SEAL
CASSANDRA M. DEES
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 07/22/2018

My Commission expires: 07/22/2018

SWORN to and subscribed before me on July 13, 2015 by James Preston Brashear, III.

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Notary Public

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STATE OF NEW MEXICO, County of Otero, ss, Filed for record in my office this ____of July, 2015 at _____ o'clock _____M. and duly recorded in Book _____ Page _____ of the Records of said county.

_____ by _____

COUNTY CLERK — DEPUTY

THE RANCH

BEING A SUBDIVISION OF PART
OF SECTION 2
T 16 S R 12 E NMPM

OTERO COUNTY, NEW MEXICO

JANUARY 1985

311.446 ACRES

DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 2 TOWNSHIP 16 SOUTH, RANGE 12 EAST, NMPM, OTERO COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2, T 16 S, R 12 E, NMPM; THENCE N 00° 43' 22" E A DISTANCE OF 1359.54 FEET; THENCE N 89° 12' 24" E A DISTANCE OF 1345.61 FEET; THENCE N 00° 38' 57" E A DISTANCE OF 2769.98 FEET; THENCE N 89° 40' 59" E A DISTANCE OF 2765.51 FEET; THENCE S 23° 24' 28" E A DISTANCE OF 925.33 FEET; THENCE S 89° 40' 59" W A DISTANCE OF 775.54 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF YOUNG CANYON ROAD; THENCE S 28° 58' 23" E A DISTANCE OF 187.72 FEET ALONG THE CHORD OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 05° 23' 25" WHOSE RADIUS IS 1996.13 FEET TO A POINT OF TANGENT; THENCE S 31° 40' 06" E A DISTANCE OF 19.21 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE WHOSE CENTRAL ANGLE IS 08° 24' 25" AND WHOSE RADIUS IS 1697.88 FEET AN ARC LENGTH OF 249.12 FEET TO A POINT OF TANGENT; THENCE S 23° 15' 41" E A DISTANCE OF 123.21 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 16° 12' 30" AND WHOSE RADIUS IS 776.07 FEET AN ARC LENGTH OF 219.54 FEET TO A POINT OF TANGENT; THENCE S 39° 28' 11" E A DISTANCE OF 167.48 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 44° 03' 26" AND WHOSE RADIUS IS 604.57 FEET AN ARC LENGTH OF 464.88 FEET TO A POINT OF TANGENT; THENCE S 04° 35' 15" W A DISTANCE OF 771.80 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 06° 24' 00" AND WHOSE RADIUS IS 3231.70 FEET AN ARC LENGTH OF 330.98 FEET TO A POINT OF TANGENT; THENCE S 10° 59' 15" W A DISTANCE OF 77.23 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHO CENTRAL ANGLE IS 08° 20' 26" AND WHOSE RADIUS IS 1506.61 FEET AN ARC LENGTH OF 219.32 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHO CENTRAL ANGLE IS 08° 04' 57" AND WHOSE RADIUS IS 1504.08 FEET AN ARC LENGTH OF 212.17 FEET TO A POINT OF TANGENT; THENCE S 11° 14' 44" W A DISTANCE OF 374.05 FEET; THENCE S 89° 08' 32" W A DISTANCE OF 4061.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

COUNTY OF OTERO COUNTY