

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR PIÑON BLUFF SUBDIVISION**

This Declaration of Covenants, Conditions, Reservations and Restrictions is made this 20th day of August, 2008, by **HOMES BY HOSTETLER, INC.** ("Developer"), a **New Mexico Corporation**.

WHEREAS Developer is the owner of the property described in Article II of this Declaration situated in Sandoval County, State of New Mexico; and

WHEREAS, Developer has established a general plan for the improvement of the property and desires to provide for the preservation of the values and amenities of the property by subjecting the property to the covenants, conditions, reservations, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the property and each owner of the property or any part thereof, and each successor in interest to Developer and any such owner.

NOW, THEREFORE, Developer declares that the property hereinafter described is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, reservations, easements and restrictions (hereinafter sometimes referred to as "Covenants"). All of the Covenants are for the benefit of the property and shall run with the land and shall be binding upon and inure to the benefit of Developer, each owner of the property, or any part thereof, and each successor in interest of Developer and any such owner.

ARTICLE I
Definitions

The following words when used in this Declaration shall have the following meaning:

- (a) "Declaration" means this declaration of covenants, conditions, reservations, easements and restrictions, and any amendment or modification hereto.
- (b) "Improvements" shall include, without limitation, buildings, outbuildings, (including sheds and storage buildings), roads, driveways, parking areas, fences, retaining walls, stairs, decks, windbreaks, poles, antennas, signs, utility or communication installations (whether above or underground), landscaping and any structure and excavation of any type or kind.
- (c) "Lot" means any one of the lots comprising the Property.

Amended 8/20/08

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AMENDMENT Pg. 1 of 14

Sally G. Padilla, Sandoval County Clerk



(d) "Owner" means the persons or entities, including Developer, holding legal title or beneficial ownership of the fee, including the purchaser under an installment sales contract of a Lot and any Residence located thereon, or a lessee of a Lot pursuant to a leasehold agreement of a term of twenty (20) years or greater. Owner shall not include a seller under an installment sales contract of a Lot and any Residence located thereon, or the lessor of a Lot pursuant to leasehold agreement with a term of twenty (20) years or greater.

(e) "Property" means all of the real property described in Article II.

(f) "Residence" means any building or a portion of the building situated on a Lot and intended for use or occupancy as a single-family residence.

(g) "Road" means Windmill Trail which is a County Road.

ARTICLE II

Property subject to Declaration

The following described property situated in the County of Sandoval, State of New Mexico is made subject to all easements, covenants, conditions, reservations and restrictions set forth in this Declaration:

Tract 3-B of Las Huertas Subdivision, in Section 30, T13N, R5E, NMPM, Sandoval County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico on July 17, 2006, in Volume 3 Folio 2686-B.

ARTICLE III

Land Use

Section 3.1 All Residences and Lots within the Property are hereby restricted to residential dwellings for single family residential use with a minimum of eighteen hundred (1800) square feet of enclosed heated living area, exclusive of carports, garages, basements and non-enclosed porches or patios. Each Residence shall be occupied by no more than one (1) family and no Residence shall be used as a boarding house or otherwise divided into apartments or rooms for rental purposes. This restriction shall not prevent the rental or lease of the entire Residence by the Owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe this Declaration and makes a breach of this Declaration a breach of such rental agreement or lease.

Section 3.2 All construction upon any Lot (including driveways and walkways) shall be new construction, shall conform to rules adopted by the Architectural Control Committee ("ACC") established pursuant to Article VI below, and all construction shall be completed within twelve (12) months after ground is broken for that new construction or remodeling. No existing building or structure may be moved from another site to a Lot.

Section 3.3 No temporary house, trailer, tent, garage or other outbuilding shall be used on any Lot at any time as a Residence, either temporarily or permanently, and no Residence placed or erected on any part of any Lot shall be occupied in any manner at any time prior to it being fully completed; provided, however, that during the actual construction or alteration of a Residence on any Lot, necessary temporary buildings for storage of material, etc., may be erected and maintained by Developer or the person doing such work.

Section 3.4 The following rules govern the keeping of pets within the Property:

(a) No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on or in any Residence or Lot, except a maximum of two (2) domestic dogs and three (3) domestic cats per Lot may be kept and maintained in a Residence or Lot provided they are not kept, bred, maintained for any commercial or hobby breeding purposes.

(b) No dogs shall be permitted to bark, howl or make other loud noises for such a time as disturbs the rest or peaceful enjoyment of the other Owners.

(c) Except as herein modified, all other provisions of the Sandoval County Animal Control Ordinance, as amended, or any other municipal ordinance which subsequently applies to the Lots, will apply to the Property and are adopted by reference and incorporated herein as rules of Property.

Section 3.5 No vehicles of any type shall be parked for purposes of repairs, reconstruction or storage on any portion of a Lot visible from other Residences or the Road. No parking shall be permitted on the Road between the hours of 6:00 p.m. and 6:00 a.m. Mountain Time, except for the temporary parking of emergency vehicles, delivery vehicles or vehicles of the Owners and invitees of an Owner, provided further that no vehicle shall park on the Road in excess of twenty-four (24) hours in any thirty-six (36) hour period.

Section 3.6 Except temporarily during the construction of any improvements, all utility lines, including but not limited to electrical, gas, telephone, cable television, and other communication systems shall be underground, except for access ports and above-ground transformers and pre-existing utility lines.

Section 3.7 No trucks or other commercial vehicles, motorcycles, campers, mobile homes, motor homes, boats, trailers or similar vehicles shall be kept, placed or maintained on any Lot at any time, unless enclosed within garages so as not to be visible from other Lots, except where required for the limited purposes of building, repairing, refurbishing, or maintaining the Lot or a Residence on the Lot, for the purpose of moving household goods or other necessary customary furnishings, equipment or supplies in or out of the Lot.

Section 3.8 No oil drilling, oil refining, oil derrick or other structures designed for use in drilling for oil or natural gas, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any Lot.

Section 3.9 No garbage, trash, rubbish, weeds, clippings from trees, shrubs or lawns, ashes or other refuse may be thrown, dumped or allowed to accumulate on any Lot. Provided however, non-commercial compost piles for use in gardens which do not create a nuisance to the Owners of adjoining Lots may be maintained if screened from view from the Road and other Lots. All garbage, trash, rubbish shall be placed and kept in covered sanitary containers screened from view from the Road and other Lots and shall be regularly removed by commercial trash refuse service from each Residence or Lot not less than one (1) time per week. Refuse containers placed on the Road for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pick-up time.

Section 3.10 Plans for installation, placement and maintenance of solar collectors shall be submitted to and approved by the ACC. Solar collectors, air conditioners and air coolers shall be installed so that visibility of such equipment is screened from the Road and adjoining Residences. Screening shall be of a material to match the exterior of the main house structure, such as stucco walls, and on all four sides.

Section 3.11 No windmills or towers will be allowed on the Property. No visible antenna or satellite dishes, with the exception of approved dishes not more than twenty (20) inches in diameter, or other service for the transmission or reception of television signals, radio signals or other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or structure or otherwise, without prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may reasonable interfere with the reception of any television or radio signal on any other Lot. Satellite dishes must be installed as to be as inconspicuous as possible in its ACC approved location to minimize visual impact. All metal vents shall not exceed twelve (12) inches above of the roof or parapet and shall be painted to match the roof or parapet, as applicable.

Section 3.12 Outside clotheslines or other outside clothes drying or airing facilities, ground mounted air conditioners or air conditioning compressors and equipment shall be enclosed within a fenced service area or areas so as to conceal them from the Road and adjoining Residences. Fencing or screening must be harmonious with the overall design of the structures on the Lot.

Section 3.13 If a Residence or other structure is destroyed, wholly or partially by fire or other casualty, such Residence or other structure shall be properly rebuilt, repaired or replaced to conform to this Declaration within one hundred eighty (180) days of the date it was wholly or partially destroyed, or all remaining debris and foundations shall be removed within sixty (60) days of the date of said destruction.

Section 3.14 No business activities of any kind whatsoever shall be conducted on Residences or on any portion of the Property; except, home occupations, provided that only members of the family residing on a Lot are employed, the use is incidental and secondary to the use of the Lot as a Residence, and no stock and trade is manufactured, displayed or sold on the Lot. Further, there shall be no external evidence of the home occupation activity, such as signs, commercial vehicles, inordinate traffic, outside storage, noise, dust, odors, noxious fumes or other nuisances permitted upon or to emanate from any Lot. Provided, further, that the foregoing restriction shall not apply to the business activities or the construction and maintenance of buildings of Developer or any Owner, their assigns and agents during the construction of Lot improvements and the sale thereof.

Section 3.15 Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Developer to maintain upon such portion of the Property or Lots as Developer may choose, during the period of Lot sales or construction of improvements or sale of any Residence, such facility or facilities as in the opinion of the Developer may be reasonably required, convenient or incidental to the Lot sales or construction of improvements or sale of any Residence, including, without limitation, a business office, storage area, construction yard, sign, model unit and sales office.

Section 3.16 The landscaping of all Lots, exterior to the front of the building thereon, shall be furnished according to detailed landscape and irrigation plans, which plans shall have been approved by the ACC, within six (6) months of completion of building construction. Such plans shall be prepared according to the guidelines furnished by the ACC. At a minimum basic restoration of natural grasses or plantings is required either through the use of hydro seeding/planting or a combination of the two.

Section 3.17 No exterior storage areas, storage buildings, portable buildings or utility areas shall be installed or moved onto Lots. On-site constructed storage buildings require approval by the ACC and must be of the same color as the Residence.

Section 3.18 All Improvements shall be constructed in Southwest/New Mexico, Pueblo, New Mexico territorial, and Spanish Mission building styles, utilizing traditional materials, including adobe and/or stucco in natural earth-tones or other colors approved in writing on a case by case basis by the ACC. Hereafter, these elements shall be referred to as the "Subdivision Design and Architectural Style Guidelines". The ACC shall have the right to impose limitations on the design and architectural style of Improvements, including, but not limited to, the overall design, the exterior color, building materials, and roofing materials to be used in all Improvements, consistent with the Subdivision Design and Architectural Style Guidelines. The ACC will keep stucco color charts with acceptable colors, which may, with the advent of new manufacturers and colors, be updated from time to time.

Section 3.19 The following height limitations shall apply unless varied or modified by the ACC. The height limitation of Lots is twenty (20) feet from average natural grade. Two story Residences will not be allowed on ridge Lots. Two-story construction may be allowed on a case-by-case basis by the ACC for Lots with lower topography where the Owner can demonstrate that the additional height of the Residence will not adversely affect the view from surrounding Lots.

Section 3.20 Owners are required to construct on-site detention areas to intercept and contain all runoff from developed impermeable surfaces, or where soils and slope permit; alternatively, water harvesting swales may be used to harvest run-off water to apply beneficial water to vegetation or gardens. If water harvesting is used instead of on-site detention, swales must be included in the initial design concept for site development and terrain management. Based on the Lot, the driveway, the soil, and Improvements proposed, the Lot Owner may need the following: (1) holding ponds, (2) walled courtyard areas to retain runoff, or (3) use of dry wells, to reduce the effect of potential increased runoff within each Lot. The Lot Owners, not the ACC or the Developer, shall be responsible for the proper engineering of these items and neither the ACC nor the Developer shall be liable to any Owner or any other person, or entity, for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plan. In addition, the ACC shall charge the Owner or Builder of any given lot a refundable deposit in the sum of \$1,200.00 to insure the proper construction of on-site detention areas.

3.21 The following are encouraged: a selection of grasses that are well adapted to local climatic conditions; low water use landscaping; techniques applying the principles of xeriscape, drip irrigation whenever possible; and water conserving plumbing fixtures.

3.22 The ACC shall have the right to approve or disapprove the location, number, size and design of all proposed exterior lighting. All exterior fixtures must be shielded so that the light bulbs are not visible and to minimize light pollution. Temporary seasonal decorative lighting may be unshielded if very low wattage. No mercury or sodium vapor or high intensity lights are permitted on any Lot. Exterior spot or floodlights must be shielded and aimed so as to present a minimum of illumination to other Lots and the road. All reasonable precautions shall be taken to avoid such lighting arrangements as would be offensive to a reasonable neighbor.

3.23 Gates, walls and fences will be permitted on a case-by-case basis with prior approval from the ACC. Owners may not wall or fence entire Lot lines. All gates, walls, and fences must be described in the plans and approved by the ACC prior to construction. Wooden split rail fencing and coyote fencing may be allowed on a case-by-case basis and no other types of fences will be allowed on perimeter Lot lines.

ARTICLE IV

Nuisances

Section 4.1 No illegal, noxious or offensive activity shall be carried on within the Property or upon any Lot, nor shall anything be done therein which is, may be or may become a nuisance or cause unreasonable disturbance, or annoyance to Owners in the enjoyment of their Residences and Lots.

Section 4.2 Any service yard, storage yard, woodpile or storage pile shall be located so as not to be visible from adjoining Lots or the Road. Any Improvement of a permanent nature to be built with regard to these items and must be included in the plans and approved by the ACC.

Section 4.3 No signs or other advertising shall be erected placed or displayed within the Property unless the size, form and number of the same are first approved in writing by the ACC; provided, however, that any Owner may, without such prior approval, erect one sign of not more than two (2) feet by three(3) feet advertising a Lot for sale or rent.

Section 4.4 No portion of the Property shall be used or maintained as a dumping ground for rubbish. Each Owner shall maintain the landscaping and appearance of the Improvements on that Owner's Lot in good order and repair.

Section 4.5 Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manner as may disturb Owners, tenants, guests or occupants of other Lots.

ARTICLE V

Residence Location and Improvements

5.1 No Improvements shall be located on any portion of the Property in such a manner as to violate any applicable zoning ordinances, subdivision regulations or any other public ordinances adopted by governmental authorities having jurisdiction over the Property.

5.2 All setbacks shall be governed by applicable governmental ordinances.

ARTICLE VI

Architectural Control Committee

Section 6.1 An Architectural Control Committee is hereby established and shall be composed initially of the Developer. At such time as Developer has sold the last Lot to a third party, the ACC shall be comprised of three (3) Lot Owners elected by a majority of the Lot Owners. The members of the ACC, other than Developer, shall serve a term of three (3) years.

Section 6.2 Before commencing construction, remodeling, additions to, alterations of, or removal of any Improvement on any Lot and before commencing any landscaping or landscaping construction, including ponds, waterfalls, statues, retaining walls or other structural components which are visible from adjoining Lots and the Road, the Owner shall apply to the ACC for approval. The Owner shall submit to the ACC:

(a) Two (2) complete sets of plans, including but not limited to, foundation plans, floor plans, elevations, details, and specifications which identify construction materials and exterior color scheme and a site plan showing the location of the Improvements on the Lot, identifying all construction including but not limited to all setbacks at a point of minimum distance to each Lot boundary, dimensions of the Lot, all walks, drives, patios, decks and walls and/or fences and their construction materials, and location and features of septic tanks, which one set of plans and specification upon approval will be retained by the ACC to remain on file.

(b) If deemed necessary by the ACC, the following may be required:

- (i) Roof plans;
- (ii) The Owner's proposed construction schedule; and
- (iii) An architect's rendering showing all elevations of the proposed construction.

Section 6.3 No building, structure, or Improvement of any kind, including walls and landscaping shall be erected, altered, placed or maintained upon any Lot, unless, and until the complete set of final plans and specifications has been approved in writing by the ACC as to the quality of workmanship and materials, harmony of external design with existing structures and as to location on a Lot, topography and finished grade elevation. Any resurfacing or painting of exterior wall areas shall be completed in a color and texture as close to the original as possible, unless the consent of the ACC is obtained in writing as to a different color and/or texture and except as hereafter provided.

Section 6.4 The ACC shall have the right to disapprove any plans, specifications or details submitted to it if such plans or specification are not in accordance with all the provisions of this Declaration, or if a design or color scheme for the proposed structure is not in harmony with the general surroundings or in harmony with the Lot or adjacent structures, or if the plans and specifications submitted are incomplete, or if the ACC deems said plans and specifications to be contrary to the spirit and intent of this Declaration, or contrary to the interests and welfare and rights of all or any part of the Property.

Section 6.5 If the ACC fails to approve or disapprove the plans, specifications and other required information within thirty (30) days after submission, then approval shall not be required, provided that no Improvements shall be erected which violates any of the terms of this Declaration.

Section 6.6 Neither the ACC, its members, nor Developer shall be responsible in any manner whatsoever for any defect in any plans or specification as submitted or as revised by the ACC, or for work done pursuant to the requested changes to said plans and specifications.

Section 6.7 A majority of the ACC may, from time to time, grant exceptions or variances not in substantial conflict with this Declaration, without the consent of the Owners, in such cases where strict adherence to those requirements would operate to work a hardship on Owners, or where the requirements cannot reasonably be met due to the topography, location or shape of a particular Lot.

Section 6.8 The ACC is authorized and shall have the right to charge a fee in a minimum amount of \$300.00 for review of each set of plans and specifications and other required information submitted to the ACC in connection with an application for construction approval required pursuant to Section 6.2 above. The ACC, in its discretion, shall have the right to charge a fee in excess of \$300.00 for such review in instances where, due to unusual circumstances an inordinate amount of time is required for the review.

ARTICLE VII

Road Maintenance

Section 7.1 The Developer intends to dedicate Windmill Trail South and related drainage facilities to Sandoval County. Until their acceptance maintenance costs will be shared by the lot owners.

Section 7.2 Any future or side roads **to include Creekside Court** other than Windmill Trail shall be maintained pro-rata by the Owners fronting said road. Each Owner shall be responsible for repairing or replacing any portion of the road which is damaged by said Owner, its heirs, successors and assigns, together with family members and invitees of said Owner. All repairs and replacements of the Road shall be done with prior consent of a majority of the Owners, with each Lot having one (1) vote.

Section 7.3 In the event any Owner fails to pay its pro-rata share of the repair and replacement costs for the road ("Road Costs") within thirty (30) days after the billing therefore, said delinquent Road costs shall bear interest at one-and-one-half percent (1 1/2 %) per month until paid in full. Additionally, the delinquent Road Costs shall be subject to lien on the delinquent Owner's Lot, which may be evidenced by the filing of said lien in the real estate records of Sandoval County, New Mexico, by any other Owner and the lien shall be subject to foreclosure in the same manner as mortgages.

Section 7.4 In the event any Owner is required to enforce the provisions of the Article by judicial proceedings, the prevailing party in any such action shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

ARTICLE VIII

Term of Restrictions and Amendment

Section 8.1 All of the Covenants set forth in this Declaration shall be binding upon the Owners and their heirs, personal representatives, successors and assigns and all persons claiming by, through or under them, for a period of twenty (20) years from the date of the filing of this instrument in the office of the County Clerk of Sandoval County, New Mexico, at which time this Declaration shall be automatically extended for successive periods of twenty (20) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots, which instrument shall be recorded in the office of the County Clerk of Sandoval County, New Mexico, within ninety (90) days prior to the expiration of the initial term hereof or any twenty (20) year extension.

Section 8.2 During the initial twenty (20) year term of this Declaration, and thereafter, the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots may at any time and from time to time release all of the Lots hereby restricted from any one or more, or all of the Covenants, or may modify, change or amend the Covenants as to all of the Lots by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the County clerk of Sandoval County, New Mexico.

Section 8.3 Notwithstanding the provisions of Section 8.2 Developer shall be required to approve any amendments to this Declaration until such time as Developer no longer owns an interest in any of the Lots.

ARTICLE IX

General Provisions

Section 9.1 A six-inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by this Declaration or by the ACC.

Section 9.2 Invalidation of any one of these Covenants by judgment or court order, shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

ARTICLE X

Water

Section 10.1 Water Means

The water will be delivered by means of shared wells. Lots will share wells according to the final plat as approved by the State of New Mexico Engineer and Sandoval County. Drilling will be the responsibility of the first owner to initiate construction. The pro rata cost of drilling will be reimbursed upon initiation of construction by the Developer. Wells shall be shared pursuant to agreements drawn by the Developer. Each well will be metered, the meter must be installed in an exterior location. A permanent and perpetual easement is granted to the State Engineer to monitor well water usage. Maximum water rights granted to each Lot (including outdoor use) is 0.4 acre feet of water (130,400 gallons) annually.

Section 10.2 Water Conservation / Fire Protection

Owners are responsible for complying with all applicable governmental rules and regulations, including those of Sandoval County and the Office of the New Mexico State Engineer, with regard to water conservation. In addition the following conservation measures are noted:

a.) Requirements. The maximum amount of water rights initially allotted for each home (including outdoor use) will be limited to .40 acre feet per household per year which calculates to an average of 10,687 gallons per 30 day month. Each home shall be individually metered and monitored. Households shall be limited to not more than 600 square feet of turf and plantings can only be make in areas adjacent to the house. Additional restrictions on outdoor use are limited to 1200 square feet of trees and shrubs, and a garden area of 600 feet. The only water use permitted is (1) water use for domestic uses normally associated with a residence, (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 and (4) for fire protection. Outdoor hot tubs and Jacuzzi's shall have covers and low water use plumbing fixtures are required. Swimming pools are prohibited.

b.) Encouragements. The following are encouraged: a selection of grasses that are well adapted to local climatic conditions, low water use landscaping, techniques applying the principles of xeriscape, drip irrigation whenever possible, water conserving plumbing, fixtures, water softeners of the type that monitor water changes in hardness to minimize regeneration, water harvesting from rooftops into courtyards or underground cisterns to be used for irrigation (see state regulations regarding cisterns), irrigation with rain water collected by means confined to the property with recycled household gray water. Gray water systems shall meet the requirements of the New Mexico Construction Industries Division and Uniform Plumbing Code. Instruments to facilitate water conservation and fire protection are strongly encouraged.

c.) Discouragements. The following are discouraged: Decorative ponds, waterfalls and fountains, as they allow evaporation to occur and non-native grasses with high water requirements such as Kentucky blue grass and tall fescue.

ARTICLE XI

Future Lot Division and Development

Lot 3-B of Las Huertas Subdivision shall be further subdivided into additional lots. The sum total of the division shall not exceed nine lots. Any such future lots shall remain under the protection coverage of this declaration.

ARTICLE XII

Enforcement

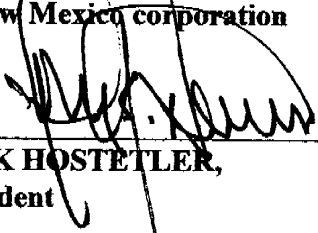
Section 12.1 All provisions of this Declaration shall be binding on all Lots and the Owners, regardless of the source of such Owners' title, and any breach thereof, if continued for a period of fifteen (15) days from and after the date that the ACC or the non defaulting Owner of a Lot notifies the defaulting Owner shall warrant the ACC or non defaulting Owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other relief. The prevailing party in such action shall be entitled to its reasonable expenses in prosecuting such suit, including attorney's fees from the non-prevailing party.

Section 12.2 No delay or omission on the part of the Developer, the ACC or any Owner or Owners of a Lot or Lots in exercising any right, power, or remedy herein provided for in the event of any breach of this Declaration shall be construed as a waiver thereof or acquiescence therein.

Section 12.3 No right of action shall accrue, nor shall any action be brought or maintained by anyone against Developer for or on account of the failure or neglect of Developer to exercise any right, power or remedy herein provided for in the event of any breach of this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand effective the date first hereinabove set forth.

HOMES BY HOSTETLER, inc.,
A New Mexico corporation

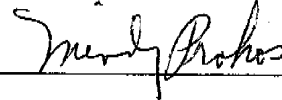
By: 
JACK HOSTETLER,
President

STATE OF NEW MEXICO)
)
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on July 18,
2007, by JACK HOSTETLER, President of HOMES BY HOSTETLER, inc., a New
Mexico corporation.

MY COMMISSION EXPIRES:

NOTARY PUBLIC





OFFICIAL SEAL
MINDY S. PROKOS
NOTARY PUBLIC
STATE OF NEW MEXICO

My commission expires: 3/18/09