

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SUGARLOAF MOUNTAIN SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions is made as of 24 August 1998 by Sugarloaf Mountain LLC, a New Mexico limited liability company, hereinafter called "Declarant".

RECITALS:

A. The Declarant is the owner of certain real property which is designated as Sugarloaf Mountain Subdivision on the subdivision plat for the following described real property in Catron County, New Mexico:

A certain Subdivision known as Sugarloaf Mountain Subdivision and shown on that certain plat thereof filed with the County Clerk of Catron County, New Mexico, on 24 August 1998, as Slide B-19.6

(referred to as the "Property").

B. The Declarant desires and intends to subject the Property to the protective covenants, conditions, charges, liens, restrictions, easements and reservations hereinafter set forth.

Now, therefore, the Declarant hereby declares that the Property, or any portion thereof, shall be held, sold and conveyed, and owned by subsequent owners subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations, as amended from time to time, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property, and all of which are hereby declared to be for the benefit of all the Property and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the Property, or any part thereof, and shall inure to the benefit of each owner of the Property.

ARTICLE 1
DEFINITIONS

Terms used in this Declaration having initial capital letters but not otherwise defined in this Declaration shall have the meanings specified below.

"Assessments" means all regular and special assessments levied by the Association upon Lots pursuant to the terms of the Declaration.

"Association" means Sugarloaf Mountain Owners' Association, Inc., its successors and

assigns.

"Board" means the Board of Directors of the Association.

"Declarant" means Sugarloaf Mountain L.L.C., and the successors and assigns of its rights and powers hereunder.

"Declaration" means this entire document as amended from time to time.

"Default Rate" means a rate of interest equal to the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law.

"Lot" means any numbered lot as shown on the Subdivision plat for the Property.

"Member" or "Members" means a member or members of the Association, including the Declarant so long as the Declarant is the Owner of one or more Lots.

"Owner" means a record holder of beneficial or equitable title and legal title if legal title has merged with the beneficial or equitable title, to the fee simple interest in any Lot. Owner shall not include: (a) a Person having an interest in a Lot merely as security for the performance of an obligation; or (b) a tenant of a Lot.

"Person" means a natural person or a corporation, limited liability company, partnership, joint venture, trust, or any other legal entity.

"Phase" means a portion of the Subdivision indicated as a "phase" on the plat for the Subdivision.

"Property" means the real property comprising the Subdivision.

"Restrictions" means the covenants, conditions, charges, liens, restrictions, easements and reservations contained or referred to in this Declaration, as it shall be amended from time to time.

"Subdivision" means the subdivision of the Property, as shown on the plat for Sugarloaf Mountain Subdivision, filed of record in the office of the County Clerk of Catron County, New Mexico, on _____, 1998, as Slide _____, including the roads within the Subdivision and any common areas shown on the Subdivision plat.

ARTICLE 2 ASSOCIATION

Section 2.1: Establishment of the Association. The Declarant has established the Association as a New Mexico nonprofit corporation named "Sugarloaf Mountain Owners' Association, Inc." which shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and Bylaws of the Association and this Declaration.

Section 2.2: Purpose of the Association. The purpose for which the Association is organized is to provide for the ownership and maintenance of the roads serving the Subdivision, to enforce the Restrictions, to engage in any lawful activities which are determined by the Association to be in the best interest of the Association, the Members, or the Subdivision, and to promote the health, safety, and welfare of the Members.

Section 2.3: Membership and Voting Rights in the Association. Every Owner shall be a Member. By acceptance of a deed to a Lot or by becoming an Owner of a Lot, whether by execution and delivery of a real estate contract therefor with the Declarant or otherwise, a Person, and the Person's heirs, personal representatives, successors, transferees and assigns, shall automatically be and become a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Only Owners shall be qualified to be Members. The Association shall have one class of Members. Each Member shall be entitled to one vote for each Lot owned by that Member with respect to each issue upon which a Member is entitled to vote; Provided, however, in the event that more than one Person is the Owner of any Lot, the vote of such Owners shall be exercised as a majority of the co-owners among themselves determine. In no event shall more than one vote be cast with respect to any Lot concerning any particular issue being voted upon by the Members, nor may the vote attributable to any Lot be split or fractionalized. In the event a majority of co-owners of a particular Lot are unable to timely agree upon the manner to vote on a particular issue, their right to vote on that issue shall be deemed to have been waived. A Member shall not be entitled to vote upon any matter coming up for vote by the Members while: (a) there remains unpaid any Assessment due from the Member to the Association with respect to any Lot owned by the Member, or (b) there exists an uncured violation of the Restrictions with respect to any Lot owned by the Member, and written notice of such violation has been mailed to the Member by the Association or the Declarant along with a request or demand by the Association or the Declarant that the Member cure or correct the violation, or (c) the Member has failed to cure a default pursuant to a real estate contract held by the Declarant concerning a Lot owned by the Member, after having been given written notice of such default according to the terms of the real estate contract.

Section 2.4: Powers of the Board. The Board shall be responsible for the supervision, control and direction of the affairs of the Association, shall execute the policies and decisions of the membership, shall actively carry out the Association's purposes, and shall have discretion in the disbursement of funds. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, provided such rules and/or regulations are not inconsistent with the Articles of Incorporation and Bylaws of the Association, this Declaration or the laws of the State of New Mexico.

ARTICLE 3 **ASSESSMENTS**

Section 3.1: Regular Annual Assessments. The Association shall levy a regular annual assessment against each Lot. The regular annual assessment may be used by the Association to provide for maintenance of the roads serving the Subdivision, maintenance of the community

parcels to be conveyed to the Association by the Declarant and improvements which are or may be situated upon those community parcels, to provide for solid waste management and disposal in behalf of the Members and the Owners, to maintain the Association's existence and to fund the Association's activities, including enforcement of this Declaration. Except as provided in Section 3.6 below with respect to the Declarant, such regular assessments shall be uniform for all Lots, rather than being based upon the size or location of a particular Lot. Each Member shall be responsible for prompt payment of the Assessments levied against the Lots owned by such Member. Assessments shall be due 30 days following the date written notice of the Assessment is mailed to the Member at the most recent address of the Member as shown in the records of the Association, or at such later date as the Board may declare. The regular annual assessment shall be \$50.00 per Lot, unless and until changed by the vote of the Members according to this paragraph. The amount of the regular annual assessment for regular annual assessments not yet due may be changed by the affirmative vote of 50 percent (50%) of the Members voting, in person or by proxy, upon the issue of the regular annual assessment at a meeting of the Members called for the purpose of voting upon the regular annual assessment. The amount of the regular annual assessment may only be changed prospectively.

Section 3.2: Special Assessments. The Association may, upon the affirmative vote of eighty percent (80%) of the Members voting, in person or by proxy, upon the issue of a particular special assessment at a meeting of the Members called for the purpose of voting upon the special assessment, levy special assessments against each Lot for the purpose of providing funds necessary to pay for such of the Association's activities as are not covered by regular annual assessments. Assessments shall be due 30 days following the date written notice of the Assessment is mailed to the Member at the most recent address of the Member as shown in the records of the Association, or at such later date as the Board may declare.

Section 3.3: Assessment Lien. By acceptance of a deed, real estate contract, or other instrument conveying title to a Lot, each Owner covenants and agrees to pay all regular assessments and special assessments (a regular or special assessment is hereinafter referred to as an "Assessment") levied with respect to all Lots owned by the Owner. If an Assessment is not paid on or before the date due, the Lot for which such Assessment is unpaid shall be subject to a lien (an "Assessment Lien") in favor of the Association for the amount of the unpaid Assessment, together with accrued interest, court costs and attorney fees, as provided in Section 3.4 below. Any unpaid Assessment Lien shall continue as a lien against the Lot acquired by any subsequent Owner.

Section 3.4: Delinquency in Payment. Any Assessment not paid when due shall be delinquent. If any Assessment on any Lot is not paid within 30 days immediately following the due date, the Assessment shall bear interest from the date due until paid at the Default Rate. The Association may, at its option, initiate court action against the Owner of such Lot to pay the delinquent Assessment together with the interest just specified and/or to foreclose the Assessment Lien against the Member's Lot or Lots in accordance with the then prevailing law of the State of New Mexico for the foreclosure of mortgages. In the event of foreclosure of an Assessment Lien, the redemption period shall be one month, in lieu of the statutory period of nine months. The amount owed by the Member, which shall be secured by the Assessment Lien, shall be the delinquent Assessment, together with interest at the Default Rate from the due date until paid,

and all collection costs relating to such court action, including, but not limited to the Association's court costs and reasonable attorneys' fees. Each Member vests in the Association, or its agents, the right and power to bring all actions at law or equity against such Member for the collection of the delinquent Assessments and other sums just specified.

Section 3.5: Subordination of Assessment Lien to First Mortgage or Deed of Trust. The Assessment Lien shall be subordinate to any first priority purchase money mortgage or first priority purchase money deed of trust to which the effected Lot may subject. Sale or transfer of any Lot shall not affect the Assessment Lien unless the sale or transfer is pursuant to foreclosure of a first priority purchase money mortgage or first priority purchase money deed of trust.

Section 3.6: Uniform Assessment, Declarant Exception. Assessments shall be levied at the same rate for all Lots, except the Lots owned by the Declarant. The Declarant shall not pay an Assessment for any Lots owned by the Declarant, but in lieu thereof Declarant shall be responsible for maintaining the roads within the Subdivision as provided in Article 5 below.

Section 3.7: Date of Commencement of Assessments. The first regular assessment on all Lots shall be due on January 15 of the calendar year following the recordation of this Declaration in the office of the County Clerk of Catron County, New Mexico, with subsequent regular assessments being due on the 15 day of January of every year thereafter. Provided, however, that a regular assessment shall not be due from an Owner with respect to a particular Lot for the calendar year during which the Owner purchased the Lot from Declarant.

ARTICLE 4 **LAND USE**

Section 4.1: Natural Vegetation and Beauty of Lots. The natural vegetation on a Lot shall be left undisturbed, except for such clearing as is necessary to use a Lot for residential and related purposes. No logging or tree cutting operations are to be conducted on any Lot except to thin trees where reasonably necessary to protect or improve the health of the remaining natural vegetation. The natural beauty of the land must be preserved and maintained.

Section 4.2: Improvements.

Section 4.2.1: Compliance with Law. Any and all structures, buildings, mobile homes, driveways, fences, corrals or other improvements located on a Lot (referred to as the "Improvements") shall be constructed in compliance with all applicable building codes.

Section 4.2.2: Building Materials. Conventional building materials shall be used for the construction of all Improvements, including fencing. For example, Improvements may not be constructed using tires, hay or straw bales, aluminum cans, buckets, etc. Improvements shall be constructed of new construction materials, or materials the equivalent of new, except that used railroad ties and used oil field pipe may be used to construct fences.

Section 4.2.3: Plumbing. Indoor plumbing shall be installed in an Improvement before that Improvement is occupied as a residence. No outhouses or privies shall be placed on any Lot,

except that a self contained outhouse may be placed upon a Lot on a temporary basis during the construction of a residence on that Lot.

Section 4.2.4: Residences. All primary residential dwellings shall consist of not less than 800 square feet of heated living area. No structure of a temporary character, recreational vehicle, camper unit, trailer, or tent shall be used on any Lot as a residence. Recreational vehicles, camper units, trailers and tents may be used for vacation camping on a Lot for periods not to exceed a total of 180 days in any calendar year. With receipt of written Board approval in advance, a recreational vehicle may also be used as a temporary residence while a permanent dwelling is under construction, but in no case for a period longer than two years. No more than two residential dwellings, including mobile homes, shall be situated on any Lot.

Section 4.2.5: Mobile Homes. Mobile homes may be placed upon a Lot for use as a residence, subject to the terms of this Declaration. No mobile home may be placed on any Lot if such mobile home was manufactured more than 15 years prior to the date of installation on the Lot. Mobile homes must be skirted within 90 days of the date on which the mobile home is placed on a Lot.

Section 4.2.6: Condition of Improvements. Each Owner shall keep the Improvements on the Owner's Lot painted and otherwise maintained in a good condition and repair so that the Improvements are not permitted to deteriorate or become an eyesore. In the event any Improvement is damaged or destroyed, then such Improvement shall be promptly repaired, rebuilt, or demolished and removed from the Lot by the Owner of the Lot.

Section 4.2.7: Miscellaneous. The exterior of an Improvement shall be completed within one year from commencement of construction of the Improvement. Exterior colors of Improvements shall be of muted earth tones so as to blend in with the natural surroundings.

Section 4.3: Garbage. No garbage or trash of any character whatsoever shall be allowed, stored, placed or dumped on a Lot except in sanitary, covered containers. All garbage and trash shall be removed regularly from each Lot and shall not be allowed to accumulate thereon.

Section 4.4: Obnoxious Uses or Appearances. No portion of any Lot shall be used to store any property or thing that will cause the Lot to appear unclean or untidy, or that will be obnoxious to the eye. No hazardous waste shall be stored or disposed of on any Lot, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No business or commercial venture which is obnoxious, noisy or offensive may be conducted on any Lot. Lots shall be kept in a clean and tidy condition. No junk vehicles or junk equipment of any kind, dilapidated or unkempt mobile homes or trailers shall be permitted on any Lot. No dilapidated or unkempt Improvements are to be constructed, placed, or kept on any Lot.

Section 4.5: Animals. All domestic animals shall be confined within the boundaries of the Lot or contiguous Lots owned by the Owner of such domestic animals. No livestock shall be permitted to run loose on any Lot unless the boundaries of the Lot are enclosed with a legal

fence, as defined in NMSA 1978 Section 77-16-1, et seq. Animals, including, but not limited to dogs or livestock, shall not be permitted wander upon Lots owned by others, or upon the road rights-of-way within the Subdivision. Animals must be kept in sanitary conditions. No sheep, goats or pigs may be kept on any Lot except for 4-H or FFA project purposes.

Section 4.6: Development Standards. Road right-of-ways are 50 feet in width and are intended to be used for access to Lots within the Subdivision, for the provision of utilities to Lots within the Subdivision, for use by the Declarant, the Declarant's heirs, successors and assigns, and for emergency use by Wildwood Land Owners' Association, Inc., Wildwood Highlands Land Owners' Association, Inc., the members of the two aforementioned associations, and the members' invitees or licensees. No obstructions (except cattle guards and the connected fencing, which shall be permitted), fencing, gates, structures, improvements or any other obstructions shall be placed within the road rights-of-way. No structure (other than windmills, which shall be permitted), mobile home, or other Improvement on any Lot shall be nearer than 50 feet to the nearest road right-of-way, nor nearer than 50 feet to the side or back lot lines. On a case by case basis, these set-back requirements may be modified by the Board but only if the configuration, topography, or unique circumstances of a particular Lot impose, in the Board's sole judgement, an undue hardship on the Owner. No Improvement other than windmills shall be more than 30 feet in height.

Section 4.7: Resubdivision. No Lot shall be divided or subdivided into smaller lots nor conveyed in less than the full dimensions as shown by the Subdivision plat.

Section 4.8: Discharge of Firearms. No recreational shooting or discharge of firearms, or hunting with firearms, shall be permitted within the Subdivision.

Section 4.9: Water Use. All Owners and residents of the Subdivision shall be encouraged to undertake reasonable conservation measures in the use of ground water within the Subdivision. Low flow toilets, faucets and shower heads shall be used in residences or other buildings constructed or installed within the Subdivision. Landscaping on any Lot shall consist primarily of trees, grasses, shrubs and other plants native to the area of the Subdivision. The Owner and/or residents of any Lot shall be limited to the appropriation of .35 acre feet of groundwater per annum from any well or group of wells for use on that particular Lot.

Section 4.10: Variances. The Board shall have the authority to grant variances to the strict requirements of these requirements of this Article 4 if required, in the Board's sole judgement, by the unique circumstances of an individual Owner's case.

ARTICLE 5 **ROADS AND COMMUNITY PARCEL**

Section 5.1: Conveyance of Title to Rights-of-Way and Community Parcels. The Declarant shall convey title to the road rights-of-way within Phase 1 of the Subdivision, and title to the Community Parcel Number 1 and Community Parcel Number 2, all as shown on the Subdivision Plat, to the Association upon the recordation of this Declaration in the office of the County Clerk of Catron County, New Mexico. The Declarant shall convey title to the road rights-

of-way within Phase 2 and Phase 3 of the Subdivision, respectively, prior to the closing of the sale of any Lot within those respective phases of the Subdivision. The conveyances of the community parcels to the Association shall be subject to rights of the Members to use the community parcels, subject to the reasonable rules and regulations of the Association. The conveyances of the road rights-of-way to the Association shall be subject to (a) the terms of this Declaration, (b) an easement in favor of all of the Owners to use the rights-of-way for ingress and egress to the Lots within the Subdivision, (c) an easement on the rights-of-way for the use of the rights-of-way as public utility easements serving the Lots within the Subdivision, (d) an easement in favor of Wildwood Land Owners' Association, Inc., and Wildwood Highlands Land Owners' Association, Inc., the members of the two aforementioned associations and the invitees or licensees of the aforementioned members, to use the road rights-of-way within the Subdivision as a means of emergency access to or from Wildwood Subdivision and Wildwood Highlands Subdivision, and (e) an easement in favor of the Declarant, and the Declarant's, heirs, successors, and assigns, of an easement to use the roads for ingress and egress and for public utility access, with such reservation benefiting any land that the Declarant, or the Declarant's heirs, successors and assigns, owns upon the recordation of these Restrictions, or might hereafter own or acquire. The Association shall hold title to the road rights-of-way and the community parcels for the benefit of the Members and the Owners, subject to the rights of use as provided in this section.

Section 5.2: Acceptance of Road Construction and Assumption of Maintenance of Roads. Upon the conveyances by the Declarant to the Association of the road rights-of-way within the Subdivision, the Association shall immediately accept the condition of construction of all such roads and of the roadway from Greens Gap Road to the Subdivision. Notwithstanding the foregoing conveyances to and acceptance by the Association of the road rights-of-way and acceptance of the condition of construction of the roads, the Declarant shall maintain the road from Greens Gap Road to the Subdivision and the roads within Phase 1 of the Subdivision until such time as the Declarant has advised the Association in writing that at least 85 of the Lots within Phase 1 of the Subdivision have been sold by the Declarant. The Declarant shall maintain the road from Greens Gap Road to the Subdivision and the roads within Phase 2 of the Subdivision until such time as the Declarant has advised the Association in writing that at least 76 of the Lots within Phase 2 of the Subdivision have been sold by the Declarant. The Declarant shall maintain the road from Greens Gap Road to the Subdivision and the roads within Phase 3 of the Subdivision until such time as the Declarant has advised the Association in writing that at least 61 of the Lots within Phase 3 of the Subdivision have been sold by the Declarant. Upon each such notification by the Declarant to the Association, the Association shall automatically be deemed to have assumed and shall be responsible for the maintenance of all such roads in the Phase for which the notification applies (including the road from Greens Gap Road to the Subdivision in connection with the notification regarding Phase 3) and all previous Phases, shall be deemed to have assumed the costs of all road maintenance, and shall deliver to the Declarant a written acknowledgment by the Association of such assumption of responsibility. Upon the notification by the Declarant to the Association that the Declarant has sold the requisite number of Lots in each respective Phase of the Subdivision, as set forth above, the Declarant shall automatically be relieved and released from any further liability or responsibility for maintenance of the roads within that respective Phase (including the road from Greens Gap Road to the Subdivision in connection with the notification regarding Phase 3). Prior to the date on which

the Declarant notifies the Association of the sale by the Declarant of the requisite number of Lots, as set forth above, in each respective Phase, the Association may participate with the Declarant in the maintenance of the roads within or serving the Subdivision and pay the cost thereof from available funds of the Association.

Section 5.3: Determination for Need for and Manner of Maintenance of Roads. The determination for the need for and manner of maintenance of the roads within the Subdivision and of the road from Greens Gap Road to the Subdivision shall be made by the Declarant, in the Declarant's sole discretion, so long as the Declarant remains responsible for maintenance of the roads. Upon assumption by the Association of responsibility for maintenance of the roads, as provided in this Declaration, the determination for the need for and manner of maintenance of the roads within the Subdivision and of the road from Greens Gap Road to the Subdivision shall be made by the Association, in the Association's sole discretion; Provided, however, that after the Declarant is no longer responsible for the maintenance of the roads serving the Subdivision pursuant to the terms of this Declaration, the Declarant may, but shall not be obligated to conduct such maintenance to such roads as the Declarant deems necessary, in the Declarant's sole discretion. The prohibition regarding the cutting of trees and disturbing natural vegetation contained in Article 4 of this Declaration shall not preclude the Declarant, or the Association, as is applicable, from cutting or removing trees or disturbing natural vegetation located within the road rights-of-way serving the Subdivision.

ARTICLE 6 **GENERAL**

Section 6.1: Interpretation of Restrictions. The Declarant and the Board shall have the exclusive right to construe and interpret these Restrictions and their decision shall be final, conclusive and binding upon all Persons and all Lots.

Section 6.2: Applicability. This Declaration shall apply to the entire Property.

Section 6.3: Severability. Any determination by any court of competent jurisdiction that any provision in this instrument is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this instrument, and the remaining provisions of this instrument shall remain in full force and effect.

Section 6.4: Waiver or Abandonment. Failure on the part of the Persons specified in Section 6.5 below to enforce the terms of this Declaration in the case of any breach or violation of any of the provisions of this Declaration shall not constitute an abandonment or waiver of any right to enforce such provision for that or any subsequent breach or violation of such provision or of any of the other terms, provisions or Restrictions herein set forth.

Section 6.5: Enforcement. The Restrictions, which shall run with every Lot, are for the exclusive benefit and protection of the Owners, including the Declarant, and the Association and shall be enforceable at law or in equity by the Board or may be enforced by an individual Owner, including the Declarant. Each Owner acknowledges that these Restrictions may be enforced by injunctive relief as well as by suits for damages, and agrees, in any such action for injunctive

relief, that it shall not be necessary for the Association or any Owner to post any bond in connection with any such action. In connection with any court action to enforce the terms of these Restrictions, the prevailing party shall be entitled to recover the prevailing party's court costs and a reasonable attorney's fee incurred in connection with such court action, in addition to any other relief that the prevailing party may be entitled.

Section 6.6: Term of Declaration. This Declaration shall be effective upon its recordation in the office of the County Clerk of Catron County, New Mexico, and, as amended from time to time, shall continue in full force and effect until the commencement of the calendar year 2023. Upon the commencement of the calendar year 2023, this Declaration shall be automatically extended for successive periods of ten (10) years each unless this Declaration is terminated as provided in this section.

Section 6.7: Termination of Declaration. This Declaration may be terminated at any time if the Declarant agrees in writing to terminate this Declaration **and** seventy-five percent (75%) of the total number of votes of all the Members shall be cast in favor of termination of the Declaration at a meeting of Members held for such purpose. If the necessary agreement of the Declarant and the consents and votes of the Members are obtained to terminate this Declaration, then a Certificate of Termination, containing the agreement of the Declarant and a record of roll call of votes of all Members voting upon the issue of termination, identifying by name the Members voting, the lots owned by each such Member, and the vote cast, shall be prepared by the Association, shall be signed by the Declarant and the President of the Association, and shall be recorded in the office of the County Clerk of Catron County, New Mexico. Upon the recordation of the Certificate of Termination, this Declaration shall have no further force and effect.

Section 6.8: Amendment of Declaration. This Declaration may be amended from time to time if the Declarant agrees in writing to the amendment of this Declaration **and** seventy-five percent (75%) of the total number of votes of all the Members shall be cast in favor of amendment of the Declaration at a meeting of Members held for such purpose. If the necessary agreement of the Declarant and the consents and votes of the Members are obtained to amend this Declaration, then a Certificate of Amendment, setting forth the amendments to this Declaration, and containing the agreement of the Declarant and a record of roll call of votes of all Members voting upon the issue of amendment, identifying by name the Members voting, the lots owned by each such Member, and the vote cast, shall be prepared by the Association, shall be signed by the Declarant and the President of the Association, and shall be recorded in the office of the County Clerk of Catron County, New Mexico. Upon the recordation of the Certificate of Amendment, this Declaration shall be deemed amended as may set forth in the Certificate of Amendment.

Section 6.9: Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that neither the Declarant (including without limitation any successor or assign of the interest of the Declarant hereunder) nor any manager, member, employee, agent or affiliate of the Declarant shall have any personal liability to the Association, or to any Owner, or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration and, in the event of a judgment against the Declarant or any of such other Persons just specified, no

NOTICE OF HOMEOWNER ASSOCIATION

This notice of Homeowner Association of the Sugarloaf Mountain Owner's Association, Inc., is made pursuant to Senate Bill 497, Section 4 (B) of the Homeowner Association Act.

1. Name and address of the Association: Sugarloaf Mountain Owner's Association, Inc., PO Box 707, Datil, NM 87821. Certificate of Incorporation # 4805615, issued June 11, 2013. Management company: None.
2. Declaration of Covenants, Conditions and Restrictions was recorded August 24, 1998, BK 97 of Misc. on pages 845-855. First amendment to Declaration of Covenants, Conditions and Restrictions was recorded October 9, 1998, BK 98, page 383-384.
3. The Subdivision plat was recorded August 24, 1998, BK B, page 196. BK B, page 228, recorded March 15, 1999. Phase III recorded BK kb, page 292, on August 7, 2000.

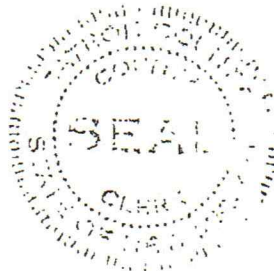
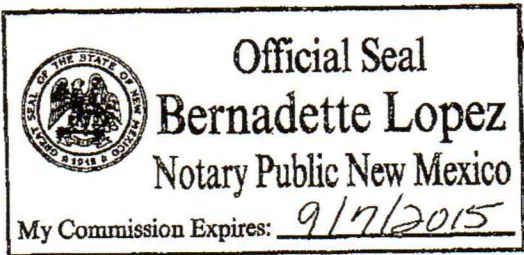
Sugarloaf Mountain Owner's Association, Inc.

By: Allen E. Bassler 5/13/14
Allen E. Bassler, President Date

(Notary seal)

Bernadette Lopez
Notary Public

My Commission Expires: 9/7/2015



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