



Village Community Association
PO Box 820 • Rociada, New Mexico 87742

PROPERTY OWNER'S HANDBOOK

PENDARIES VILLAGE COMMUNITY ASSOCIATION

ROCIADA, NEW MEXICO

2007

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Resource List

Pendaries Village Community Association
P.O. Box 820
Rociada, NM 87742

425-3561

PVCA Switchboard

-General Manager

- PVCA Office
- Pendaries Golf Shop and Snack Bar
- Lodge
- Moosehead Restaurant
- Director of Maintenance

Rociada

- Rociada Post Office 454-8596
- RV Park 454-8304/454-1333

Emergency Assistance

Fire	911 Request: Sapello-Rociada Volunteer Fire Co.
Ambulance	911 or 454-1075
New Mexico State Police	911 or 454-6771
San Miguel County Sheriff	425-7589
Alta Vista Hospital	
- Emergency Room	426-3502
Mora-San Miguel Electric	1-800-421-6773
- Repair – Regular hours	1-505-387-2205
- Repair – Sunday & holidays	1-505-387-5408
- if no answer, call -	425-5565 or 425-9685

Pendaries Personnel Emergency

Monte Apodaca	505-454-8499
	505-617-5096
Stanley Lucero	425-7759
Larry Webb	425-9226
John Allen	454-1822
Vicki Kirby	505-387-5656

INTRODUCTION

This handbook is intended to be a resource for services provided by Pendaries Village Community Association and recreational activities available to property owners. A brief history of Pendaries Valley and PVCA is included. By-Laws and Covenants are also included as Appendices. NOTE: THIS HANDBOOK REFLECTS THE 2007 OPERATIONS OF PVCA, WHICH MAY CHANGE AS NEEDED.

History of Pendaries Valley

The lovely Pendaries Valley, nestled in the shadow of the Sangre de Cristo Mountains, is one of the last spectacularly beautiful unspoiled areas left in northern New Mexico for recreation and retirement.

Jean Pendaries, for whom Pendaries Village is named, immigrated to the United States in 1856. He lived in Kansas, Missouri and Taos, New Mexico before purchasing the Victorian Las Vegas Hotel in 1864. In 1868 he began purchasing land out of the Mora Grant, an early Spanish land grant, to form a large sheep and cattle ranch near the villages of Lower Rociada and Upper Rociada. He named his home Gascon to commemorate his birthplace of Gascony, France.

With the expansion of his ranching operation, Jean Pendaries built a grist mill in 1876 and established a post office to serve the ranches and villages in the area. The mill is listed on the National Register of Historic Places as well as the State Historic Register. The mill and the original post office building can be seen today south of the paved road that links Pendaries East and Pendaries West.

The youngest daughter of Jean Pendaries, Marquerite, married Jose Albino Baca II, the son of a prominent Las Vegas family. They built a home near the present-day entryway to Pendaries Village. That home, sadly, burned in 1963, but still remaining are the original silo and stables, which are now part of the adjacent Totem Ranch. After Jean Pendaries' death, the ranch passed to the Bacas and became the Baca Ranch. Reminiscences of life on the Baca Ranch are charmingly recounted in *Behind the Mountain*, written by Pulitzer Prize-winning author, Oliver LaFarge, who was married to one of the Baca daughters, Consuela.

Jose Baca died prematurely in 1924 while he was serving as Lieutenant Governor of New Mexico. After his death Marquerite moved to Santa Fe and served two terms as Secretary of State. The family eventually sold the ranch in 1935. After the succession of owners, C.D. (Toad) Leon purchased the ranch in the 1950s.

References

Baca, Josephine E. The Pendaries Ranch. 1983.

Gregory, Alma. The Romance of Richard Dunn and Marie Pendaries. The Fence Post, Vol. 15, No. 10. March 7, 1994

LaFarge, Oliver. Behind the Mountains. Houghton Mifflin Co. 1956. Reprinted by Charles Publishing Co. 1994.

Lacy, Joe. Pendaries. What it's All About. 1968.

Victorian Gazette. Pendaries Valley: A Dynastic Legacy. Las Vegas, NM. January, 1990.

ORGANIZATION OF PENDARIES VILLAGE COMMUNITY ASSOCIATION

History. Pendaries Village has evolved from the purchase of the Baca Ranch by Toad Leon. Toad and his wife, Donna, restored the old Baca home and used it until it was destroyed by fire. He also restored the grist mill and the post office building, which he transformed into a restaurant and a bar, which he called the Moosehead Saloon and outfitted with a moose from one of his hunting trips and a vintage bar brought from Abilene, Texas.

Toad was an avid golfer. Early on he laid out a three-hole golf course for his own entertainment and that of his friends who visited the ranch. Eventually some of his friends persuaded him to sell lots that they could build vacation homes on. From that early beginning the community has developed into its present organization, a "C" corporation, with all property owners being shareholders in ownership of the common areas and facilities: an 18-hole golf course, driving range, lodge, restaurant, saloon, roads, water system and other amenities.

In 1972, the Pendaries Chapel was built through the generous donation of time and money by Pendaries property owners and friends. A plaque on the front of the building lists the names of the donors. Al Packard, one of the donors, was a friend of Toad Leon. Toad visited Al at his store in Santa Fe (Packard's) and asked him to make a donation for the chapel building fund. Al, being a conservative man, hesitated. Toad noticed a church bell in the store and said, "Why not give that bell." Al donated the bell, which is still in use today.

The Pendaries Village Community Association (PVCA) was formed under that name in 1980. The purpose of PVCA is to enforce the Uniform Protective Covenants, by-laws, standing orders and to operate the resort facilities and homeowner services through sound business practices and fiscal responsibility.

PVCA Board of Directors. Directors are elected by mail ballot and results are announced at the annual meeting held the third Saturday of August. Property owners are notified of the annual meeting between fifteen and sixty days in advance. The number of Director vacancies are included in the notice. The PVCA By-Laws require that the Board of Directors be composed of at least five members, each serving a three year term.

Voting. Property owners are eligible to vote if all assessments have been paid. Property owners are entitled to one vote for each lot owned and one additional vote for a residence on said property.

Property owners may nominate other property owners or themselves for PVCA Board vacancies. Vacancies occurring during the year are filled by a majority vote of the remaining Directors.

The Board of Directors and the General Manager are responsible for the following functions: Administration of the Covenants, Architectural and Environmental Committee, Administration, Finance, Food and Beverage Services, Golf Course, Lodge, Maintenance, Personnel, Safety, the Water Systems and ad hoc advisory committees as necessary.

General Manager. The General Manager is responsible for all PVCA operations, i.e., collecting assessments, filing liens, instigating foreclosures, payroll preparation, providing comprehensive public liability insurance coverage, taking minutes at Board of Directors and Annual meetings, maintaining all PVCA records, acting as an information center for homeowners and guests, information dissemination to

property owners through newsletters and notices, supervising PVCA employees and recommending the annual budget.

Finance. The General Manager is responsible for ensuring PVCA meets all of its fiduciary responsibilities.

Income is derived from annual property assessments, golf fees and dues, lodge and condo rentals, real estate sales, food and liquor service and special assessments as necessary.

The Protective Covenants require adoption of an annual budget and determination of the amount of assessments prior to the commencement of each fiscal year.

An annual audit is made of PVCA's financial records by a Certified Public Accountant.

Assessments are due November 1, the beginning of the PVCA fiscal year.

The Board of Directors may decrease, but not increase assessments by more than fifteen percent (15%) over the previous annual assessment without approval of the property owners.

In any fiscal year, the Board of Directors has the authority to levy an Emergency or Special Assessment up to \$1000 per lot per year. An Emergency or Special Assessment exceeding the \$1000 limit cannot be executed without a majority vote of members.

Pendaries Golf Course. The Golf Professional is under the supervision of the General Manager. Responsibilities include promoting, managing and supervising the golf course, the Golf Shop and staff, assisting at golf tournaments and marshaling golf course usage.

Lodge. The Desk Manager is responsible for supervising Lodge operations and scheduling house rentals. These facilities are used by golf package guests, vacationers, family reunions, weddings, business retreats and seminars. The Desk Manager reports to the General Manager.

Maintenance. The Director of Maintenance insures the maintenance of all roads, common areas, buildings and facilities owned and operated by PVCA, water systems, trash collection and vehicles/equipment.

Architectural and Environmental Committee. This three member committee is a standing committee authorized by the PVCA Covenants. This committee regulates and approves all aspects of construction in Pendaries Village. Property owners must apply for approval before construction or remodeling begins.

Property owners must obtain a Statement of Compliance from the General Manager's office and submit plans and specifications for the construction or remodeling of a house to the PVCA office. Construction cannot begin until the A & E Committee has approved the plans and conducted a site inspection.

Audit Committee. The Audit Committee is one of two Standing Committees required in accordance with PVCA Covenants. The mission of the Audit Committee is to serve as advisors to the Board of Directors and the Manager on matters pertaining to the financial affairs of Pendaries Village. The Committee's work is to be considered confidential with opinions and decisions delivered only to the Board and

Manager. The Committee will not render any reports to other committees, members or at the Annual Meeting. Members are appointed by the Board of Directors.

Chapel. Property owners requesting the chapel for personal use should contact the General Manager for rules of use and charges. A \$50 deposit is required and will be refunded if the following requirements are met:

- Clean the chapel before and after use
- Pay for all damage incurred
- If wood stove is used, make sure fire is out
- All decorations must be attached with tape or existing nails and removed when chapel is cleaned.

Contributions for memorials will be accepted by the Chapel Memorial Committee. A commemorative plaque may be requested or the contribution may be used for the beautification of the Chapel and grounds. The plaques are displayed in the chapel. For additional information, contact the PVCA office or a member of the Chapel Memorial Committee.

Community Center. The Community Center is used for authorized PVCA sanctioned activities. It is also available for rental. Please contact the PVCA office for rates.

COMMUNICATIONS

Meetings. The annual PVCA meeting, an informational meeting, is held the third Saturday of August. Property owners are encouraged to attend and participate. This is not a meeting of the Board of Directors and no business is transacted.

The PVCA Board of Directors meetings are held monthly. Board of Directors meetings are open to PVCA members as observers. Meetings are held in the Community Center or the Moosehead Lounge. Town Hall meetings are held monthly.

Newsletters. PVCA publishes a newsletter for property owners nine times a year. Rules for submission of items to the newsletter are printed on the back page of each issue.

Security. Homeowners are requested to notify management when they leave for an extended time and when they return.

Volunteer Fire Company. The Sapello-Rociada Volunteer Fire Company is responsible for a 250 mile area, including Pendaries Village. Volunteers are made up of Pendaries homeowners and other residents of the area.

To call in an emergency, dial 911. Describe the emergency, state your name and telephone number, and give the location of the emergency (i.e., Pendaries Village, street name and location of house.) If it is a fire call, ask the dispatcher to page the Sapello-Rociada Volunteer Fire Company.

Volunteer contributions to the Sapello-Rociada Volunteer Fire Company are needed for continued upgrading of equipment and service. Contributions are tax deductible.

Trash. Garbage and trash pickup is provided to all PVCA homeowners by Maintenance. The county furnishes the dumpsters and picks them up. If the dumpsters are full, Maintenance must wait for empty ones. For information, call San Miguel County.

Maintenance collects garbage placed in proper containers at street side on Mondays.

To discourage bears, please safely store garbage and trash and put trash out only on pick-up days. Cardboard boxes will be picked up if they are broken down. Strewn garbage will not be picked up.

Water Systems (Domestic and Irrigation). The Board of Directors, through the General Manager, is responsible for operating the domestic water supply and the irrigation system for the golf course. Pendaries Village maintains water wells and storage tanks to meet the domestic and irrigation needs in the village. Property owners may be asked to restrict domestic water usage during peak use times. The storage tank water level must be maintained for drinking water and fire safety. The domestic water system is not designed to allow for watering lawns.

Report low pressure and leaks in the water line to the PVCA Office.

ACTIVITIES AVAILABLE IN PENDARIES VILLAGE

Fishing. Property owners and guests may fish in Spring Lake from sunup to sundown. PVCA arranges to have the lake stocked periodically. Fishing in other PVCA lakes is not permitted.

The fishing limit is two fish per day per person, catch and release only.

Golfing. Golf facilities include an 18 hole golf course, putting green, driving range, Golf Shop and recreation room and snack bar. Golf instructions may be arranged through the Golf Shop. Golfing memberships are available to property owners and non-residents. Memberships are not transferable to another person. Prospective members must apply for membership in writing and submit the required dues to the PVCA Office.

Golf packages are available to non-residents and include lodging and golf. Group packages are available upon request. The PVCA Lodge office will take reservations for golf packages and arrange tee times, if requested.

Certain morning tee times are reserved for those who have paid Pendaries golf dues. A series of golf tournaments are held each year. Contact the Pro Shop for information.

Hiking. Pendaries Village does not have hiking trails, other than the maintained subdivision roads. The best hiking is in the nearby National Forest and the Pecos Wilderness. Maps are available at the Forest Service offices in Las Vegas, Pecos and Santa Fe. Booklets are available at many book stores and at the Las Vegas Chamber of Commerce.

Pendaries Ladies Association. This organization is open to all women in Pendaries Village and surrounding nearby area. The organization sponsors beautification and other improvement projects at Pendaries Village. The PVCA office can furnish information on current officers in the organization.

Men's Golf Association. The purpose of the Men's Golf Association is to promote and manage men's golf activities for the benefit and fellowship of members and guests. The PMGA will also generate funds

to improve and /or enhance the golf course and other common areas in Pendaries. The committee works closely with the Golf Superintendent and Golf Professional in their endeavors.

Pendaries Art League. The Pendaries Art League sponsors an art show and studio tour on the first weekend in July each year.

Potlucks. During the winter there are monthly potluck dinners for residents held in the Community Center.

THIS DECLARATION is made on January 12, 2007 by the owners within Pendaries Village Community Association (“Association”), and all other signators from time to time of that certain document entitled Acceptance of Uniform Protective Covenants in the form attached hereto as EXHIBIT “A” (the “Acceptance Instrument”) herein identified as “Declarants,” “Owner” or “Owners,” as Owners of real property within Subdivision Unit Nos. 1, 2, 3, 4, 4-2, 5, 5-4 and 6, and all of the additional real property located in the area known as “Pendaries Village” near the town of Rociada, San Miguel County, New Mexico, which real property is more particularly described on EXHIBIT “B” attached hereto, as part hereof, hereinafter referred to as the “Subdivision. This declaration includes the stipulated changes agreed to in the case of Slaughter et al. vs. Sappington et al.

[Note: This Declaration supersedes all previous Declarations. Historical copies of these Declarations and a master copy of the 2007 Declaration, with Exhibits, are maintained in the Association office.]

Declarants hereby declare as follows:

1. Purpose. These Covenants (the “Covenants” or “Declarations”) are for the purpose of providing a means for the orderly development, maintenance and improvement of Pendaries Village as a residential and recreational community in order to preserve the natural beauty of the area, to encourage its attractive development and enjoyment, and to secure to each Owner the full benefit of his property. The Declaration supersedes, restates and unifies substantially all forms of restrictions or covenants (the “Prior Restrictions”) previously recorded as to Pendaries Village, including those of Pendaries Village Club and Pendaries Properties, Inc., and specifically covering the lots and common areas subject to this Declaration. All of these Covenants shall run with the land for all purposes, and shall be binding upon and inure to the benefit of Declarants, their respective successors in interest, and Pendaries Village Community Association (the “Association”). *[This paragraph was reworded by Covenant amendment in 2007.]*
2. Applicability. These Covenants shall apply to all of the owners of lots and any real property shown on Exhibit “B” attached hereto, as previously acknowledged by Declarants by their execution of the Acceptance Instrument. These covenants shall not apply to any real property north of Highway #105, and it is intended that Exhibit B not describe any property north of Highway #105.
3. Term. This Declaration shall continue in full force and effect until January 1, 2000, and thereafter for successive 10-year periods, unless revoked within one year prior to the end of any such term by majority vote of all Owners subject thereto, upon recordation in San Miguel County of certificate or affidavit of the Secretary of the Board of Directors of the Association setting forth in full the repeal and certifying that the same has been duly approved. *[This paragraph was reworded by Covenant amendment in 2007.]*
4. Mutuality of Benefit and Obligation. These Covenants are made for the mutual and reciprocal benefit of each and every Owner of a lot in the Subdivision and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the said lots and to create reciprocal rights between the respective Owners of all of said lots and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and they shall, as to the Owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all of said lots in the Subdivision and their respective Owners.

5. Pendaries Village Community Association.

- (a) Creation of the Association. Concurrent with the recording of these Covenants, the Declarants or their representatives shall create Pendaries Village Community Association, for the purpose of enforcing these Covenants and applicable prior restrictions; for the ownership, maintenance, operations, preservation and improvement of all common areas, and the facilities located thereon, such as neighborhood roads, security systems, water and sewage systems, waste and garbage collection and disposal facilities, lighting, landscaping, recreation facilities, fire protection, community television systems, lodge, restaurant, golf course, guardhouse and chapel; and for the conduct of such other transactions as may be permitted by law.
- (b) Membership. Every person who acquires title, legal or equitable, and which title has been recorded in the Office of the Clerk of San Miguel County, New Mexico, to any lot in the Subdivision shall automatically become a member of the Association and has a right to use Association facilities provided, however, that such membership is not intended to apply to those persons who hold an interest in any lot merely as security for the performance of a deed of trust, contract or other obligation. *[This paragraph was reworded by Covenant amendment in 2007.]*

[Subsection 5(c) was added and the following subsections were renumbered by Covenant amendment in 2007.]

- (c) Voting Rights and Procedures. In all affairs that come before the Association Membership for a vote, the following shall apply:
- (i) Each owner shall automatically be a full member of the Association, entitled to one vote for each lot owned and one additional vote for each lot improved with a dwelling complying with these Covenants. For example, the Owner of three lots with one residence constructed shall have four (4) votes on any issue before the Membership.
 - (ii) Each Owner of a unit of a townhouse or condominium shall be considered to be an Owner of a single improved lot.
 - (iii) Co-Owners or joint owners of lots shall be considered as one Owner, constituting one Membership.
 - (iv) Neither membership nor the right to vote shall be severed or separated from the lot ownership. All rights incident to lot Ownership shall run with the land and shall be included automatically in the sale, transfer or conveyance of any lot.
 - (v) Members shall be current in payment of all assessments against their lot(s) in order for votes associated with such lot(s) to be counted in any election.
 - (vi) All voting shall be by written ballot, which ballot shall be mailed by the Association to the last known address of each lot Owner, at least six (6) weeks prior to any voting deadline.
 - (vii) Except as specifically stated otherwise in these Covenants, all matters that come before the Association Membership for a vote shall be decided by a majority of all votes cast on the subject.
 - (viii) No voting rights shall be associated with any Lots owned by the Association.
- (d) Purposes. The general purpose of the Association shall be to provide for the management and maintenance of all of the common areas and their facilities, and other property that may be acquired by the Association as part of the common areas. *[This paragraph was reworded by Covenant amendment in 2007. Paragraph (d)(ii) in the 2000 Covenants was*

deleted by Covenant amendment in 2007 and subsequent Paragraphs renumbered.] The Association shall:

- (i) Maintain, repair, improve, light and beautify the Pendaries Village entrance gateway and guardhouse and ornamental fences and features thereof and of the Subdivision;
 - (ii) Maintain, care for, repair, improve lights and beautify the streets, walkways, parks, park strips and other open spaces and planted areas of the Subdivision which are maintained for public use or for the general use of the Owners;
 - (iii) Care for vacant, unimproved and unkept lots in the Subdivision, remove and destroy undesirable plant or animal life or any unsightly or obnoxious things thereon, including uncompleted structures.
 - (iv) Promulgate and enforce all regulations necessary or convenient to govern the entry of persons or vehicles into the Subdivision and to regulate the use and enjoyment of the streets, parks, recreational areas, and public areas of the Subdivision;
 - (v) Obtain and pay the premium upon a policy of comprehensive public liability insurance in a single limit coverage of at least One Million Dollars (\$1,000,000) or such greater amount as the Board of Directors of the Association may determine from to time; and
 - (vi) Take such other and further steps as may be authorized by its Articles of Incorporation or its By-Laws to facilitate the carrying out of the general purpose set forth above.
- (e) Assessments, Budget and Dues.
- (i) Assessments. In order to pay expenses incurred by the Association in the performance of the obligations set forth above and in the execution of the powers and purposes set forth in Articles of Incorporation and By-Laws or attributable to it by operation of law, the Association shall, prior to the commencement of each fiscal year, adopt a budget for such year and shall determine the amount to be assessed to its members. Except as hereafter provided, the regular assessment for each lot during the Association's first fiscal year shall be One Hundred Fifty Dollars (\$150) per year for each unimproved lot and Five Hundred Forty Dollars (\$540) per year for each lot improved with a permanent dwelling, and thereafter may be decreased but may not be increased by more than fifteen per cent (15%) over the previous year's regular annual assessments without the vote of a majority of all members voting at a meeting duly called for such purpose. In any event, the proportion or ratio of assessments in the future shall be no greater than five-to-one (5:1) as between improved and unimproved lots. During each fiscal year, the Association may also levy special assessments for emergency purposes, following the same procedures as for regular assessments described above and pursuant to the By-Laws; provided, that no emergency or special assessment may exceed One Thousand Dollars (\$1000) per lot per year; and, further provided, that no emergency assessments totaling more than One Thousand Dollars (\$1000) for the entire membership may be levied in any given month without a majority vote of the Owners voting at meeting duly called for such purpose at which a quorum is present.
 - (ii) All assessments (except emergency or special assessments) and dues are due and payable on or before November 1 for each year.
- (f) Lien.

- (i) Upon failure of an Owner to pay in full assessments within one hundred and twenty (120) days following written notice of such assessments, mailed to the last known address provided by the Owner to the Association, the Association shall cause a notice of such assessments and a claim of lien created thereby to be recorded in the Office of the County Recorder of San Miguel County, New Mexico. Upon payment of such assessments in full, and costs, the Association shall record in the Office of the County Recorder of San Miguel County, New Mexico, a release or releases of lien with respect to the property for which payment has been made. *[This paragraph was reworded and renumbered by Covenant amendment in 2007.]*
 - (ii) Each Owner, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, shall bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including attorneys' fees; and the obligation to pay such charges, interest, and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.
 - (iii) All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and deeds of trust. Liens of first mortgages or deeds of trust placed upon any lot for the purpose of construction of a residence or other improvement thereon which are recorded in accordance with the laws of the State of New Mexico, shall be, from the date of recordation of such, superior to any and all such liens provided for herein.
- (g) Boards and Committees. The affairs of the Association shall be governed by a Board of Directors (the "Board") composed of at least five (5) persons, all of whom shall be Owners or agents of Owners in good standing. In order to hold the position of Director, a person must be able to be approved by the New Mexico Department of Alcohol and Gaming as an owner of the liquor license of the Association. Failure to obtain such approval shall result in automatic forfeiture of their position of Director. Each Owner shall automatically be a full member of the Association, entitled to one vote for each lot owned and one additional vote for each lot improved with a dwelling complying with these Covenants, provided, no vote shall be counted unless all assessments and dues are currently paid. Neither such membership nor the right to vote may be severed or separated from the lot ownership to which it is appurtenant, but shall be automatically included in any sale, transfer or conveyance of any such lot. All rights, duties and obligations of the Board may be delegated to one or more committees, or provided by contract with one or more managers. Notwithstanding such delegation, the Board shall be responsible for administering these Covenants and for all aspects of the operation of the subdivision. The Architectural and Environmental Control Committee and the Audit Committee shall be permanent standing committees, whose composition shall be at least three (3) members appointed by the Board. *[This paragraph was reworded and renumbered by Covenant amendment in 2007.]*

6. Exclusive, Residential Use and Improvement. Except in commercial areas now designated by these Covenants, all real property subject to these Covenants shall be used only for residential purposes, provided no platted residential lot may be further subdivided by an Owner. *[This paragraph was reworded by Covenant amendment in 2007.]*

Structures commonly known as mobile homes as defined in New Mexico Statute 3-21-A-2(B) or any successor similar law, or manufactured homes as described in New Mexico Statute 3-21-A-2(A) or any successor similar law, shall not be permitted or approved for placement on any lot

within the lands subject to these restrictions, excepting those lands described in paragraph 6(f) below. *[This paragraph was added by Covenant amendment in 2000. Paragraph 6(f) referenced was deleted by Covenant amendment in 2007. There is no exception to the restriction on mobile homes.]*

No structure shall be erected, placed or permitted to remain on any lot except as follows:

- (a) For lots in Unit 1, 3, 4, 4-2, 4-2 Extension, 5, 6 and Skyline Subdivision: One (1) detached, single-family residential dwelling and such outbuildings as are usually ancillary to single-family residential dwellings including a private garage.
- (b) For lots in Unit 2, one (1) attached condominium Unit of no more than two individual residences per unit. No condominium may exceed two stories in height and shall be sold on a fee simple basis.
- (c) For lots in Unit 5-4; One (1) multiple family residential dwelling containing not more than four (4) dwelling units and such outbuildings as are usually ancillary to such dwellings including private garage.
- (d) In non-subdivided areas of the property described in the attached Exhibit "C" (Tracts A, B, F and G) one (1) detached single family residential dwelling and such outbuildings as are usually ancillary to single family residential dwellings including a private garage. Lots within lands described in Exhibit "C" shall be at least one acre in size; or

Multiple family residential dwellings of not more than two stories with not more than five (5) dwelling units per acre and such outbuildings as are usually ancillary to such dwellings including private garages. Such multiple family residential dwellings shall be subdivided as a condominium development and any such condominium development must meet the requirements of the laws of the State of New Mexico regarding condominium structures together with any amendments thereto. Each individual unit within such condominium shall be sold in fee simple and shall be counted as part of the total number of permitted lots in Pendaries as specified in Paragraph 14 below. Each condominium unit owner shall have all of the membership rights and all of the membership obligations in Pendaries Village Community Association currently accorded to owners of subdivided lots.

- (e) Tract "C", described in Exhibit "I" attached hereto and Tract "E", described in Exhibit "I", will be used exclusively for single family dwellings, with only detached single family residences and such outbuildings as are usually ancillary to single family residential dwellings, including a private garage being permitted. No structures on these lots will exceed the height of the residential building. The residential building will not exceed a single story with daylight basement room and of construction similar to adjacent structures.
- (f) All lots, townhouses and condominium units will be sold on a fee simple basis and will not either in form or substance be sold or used on a time share or membership basis. *[This paragraph was renumbered after paragraphs 6(f) and 6(g) were deleted by Covenant amendment in 2007.]*

7. General Prohibitions and Requirements. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision.

- (a) No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to septic tanks or sewage collection systems as would be approved from time to time by the County authorities having jurisdiction.

- (b) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot; however, this shall not apply to any such temporary structure for storage of materials during the period of actual construction. No such temporary structures shall be used at any time as a dwelling place. *[This paragraph was reworded by Covenant amendment in 2007.]*
- (c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
- (d) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.
- (e) A reasonable number of generally recognized household pets (such as dogs, cats and birds) may be maintained on any lot, but are restricted to the Owner's lot and only as pets and not for commercial purposes. Such pets are permitted on roads, common areas and open space (the golf course being specifically excluded) only while on a leash. No livestock or farm animals of any kind, other than such pets, shall be kept upon any lot or common area without the consent of the Board.
- (f) Commercial signs, billboards and advertising structures of any kind are prohibited except for signage approved by the Board. *[This paragraph was reworded by Covenant amendment in 2000.]*
- (g) No motor vehicle, boat, boat trailer, camper, mobile home, trailer, or other vehicle shall be parked for a continuous period of more than ten (10) days, on any street in the Subdivision.
- (h) No stripped, unsightly, offensive, wrecked, junked or dismantled vehicle or portions thereof, no furniture or appliances designed for normal use or operation within, as distinguished from outside dwellings, and no building or construction materials or supplies shall be parked, permitted, stored, or located upon any street in the Subdivision nor on any lot thereof in such manner or location as to be visible to the occupant of other lots within the Subdivision or to the users of any street or park; except that building and construction materials in a quantity not in excess of that actually required for improvement of the lot upon which they are placed may be maintained on such lot for a period of time which is reasonably necessary for the diligent commencement and completion of the project for which they are permitted.
- (i) Every tank for storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural and Environmental Control Committee, by fencing or shrubbery, but in any event, shall comply with all requirements of any governmental agency having jurisdiction over such storage.

Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or park within the Subdivision at any time except during refuse collection.
- (j) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject.

- (k) No noxious, obnoxious or offensive activities shall be carried on any lot or on any street or park nor shall anything be done thereon that shall be or become unreasonable annoyance or nuisance to the neighborhood or to other users of said park or street.
- (l) Except for permitted water wells, no drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring shall be erected, maintained or permitted on any lot.
- (m) No radio station or shortwave operators of any kind shall operate from any lot or residence, without the approval of the Architectural and Environmental Control Committee.
- (n) No trash, garbage, or other refuse shall be dumped or stored on any lot in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (o) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than twelve (12) months from the time of such destruction.
- (p) Every building, dwelling or other improvement, the construction or placement of which is begun on any lot, shall be completed within twelve (12) months after the beginning of such construction or placement or foundation work begun.
- (q) There shall be no blasting or discharge of explosives upon any lot, without the approval of the Architectural and Environmental Control Committee. *[This paragraph was reworded by Covenant amendment in 2007.]*
- (r) No gainful occupation, profession or trade shall be maintained on any residential lot or in any structure on any residential lot without the prior approval of the Architectural and Environmental Control Committee. *[This paragraph was reworded by Covenant amendment in 2007.]*
- (s) Except as otherwise permitted by the Board, there shall be no hunting or discharge of firearms or fireworks.
- (t) All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances, in compliance with all laws.
- (u) No exterior speakers, horns, whistles, bells or other sounds devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot, without prior written approval of the Architectural and Environmental Control Committee.
- (v) There shall be no camping within Pendaries Village. *[This paragraph was reworded by Covenant amendment in 2007.]*
- (w) Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard shifting or erosion and to encourage the growth of indigenous ground cover.
- (x) No use shall be made of any lot which shall cause the improvements within the Subdivision to be uninsurable against loss by fire or the perils included in an extended coverage endorsement in the form approved by the Superintendent of Insurance of New Mexico, or cause any policy representing such insurance to be cancelled or suspended, or cause any company issuing such policy to refuse renewal or to increase insurance premiums thereon.
- (y) No large trucks, defined as vehicles with gross weight greater than 10,000 pounds, shall be allowed to be parked or maintained on Association roads, except during actual deliveries. *[This paragraph was added by Covenant amendment in 2007.]*

8. Size and Placement of Residences and Structures. Every single-family residential dwelling constructed on a lot shall contain at least one thousand and two hundred and fifty (1250) square feet of fully enclosed floor area devoted to day to day living purposes (exclusive of roofed or unroofed

porches, terraces, attics, crawl space, low ceiling lofts, garages, carports and other outbuildings), except that a single family residential dwelling constructed on a lot purchased prior to January 1, 1997 may contain at least nine hundred (900) square feet of fully enclosed floor area devoted to day to day residential living if construction is commenced prior to January 1, 2000. *[This paragraph was reworded by Covenant amendment in 2000.]*

The Committee shall have the authority to establish regulations as to the height and size requirements for all other types of buildings and structures including fences, walls, copings, antennas, etc.

In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Architectural and Environmental Control Committee, a fence or other enclosures, as a structure or aesthetic feature of a design concept will contribute to and be in keeping with the character of the area, such approval, however, shall not invalidate any applicable utility easements and such fence or enclosures remain subject to removal under said easements.

Except for existing structures, no structure (other than a fence, gate, stairway, or other reasonable structure approved by the Architectural and Environmental Control Committee) shall be erected nearer than seven and one-half (7 ½) feet from any boundary line of a lot.

9. Architectural and Environmental Control Committee. All plans and specifications for any construction or alteration whatsoever to be constructed on any lot or lots shall specify the construction materials and exterior color. Said plans and specifications shall be submitted to the Architectural and Environmental Control Committee (the "Committee) to determine compliance with these Covenants and other requirements of the Board and the Committee at least thirty (30) days prior to the time any construction materials are delivered to any lot. Committee approval will only be granted following the legally required approval of the plans and specifications by the New Mexico Construction Industries Division (CID). Following initial approval by the Committee, plans for any subsequent changes, additions, remodeling, reconstruction or alteration thereto must be submitted to the Committee for approval at least five (5) working days prior to changes being allowed and must comply with all applicable requirements of the Covenants, the Board, the Committee and the CID. *[This paragraph was reworded by Covenant amendment in 2000.]*

The right of an Owner to construct, reconstruct, refinish, alter or maintain any improvement on his lot, or to install any utility line (wire or conduit) thereon, or to make any excavation, or to cut or remove any trees from his lot or do any act which would affect the drainage thereof, shall be subject to all of the following:

- (1) Any act mentioned in the previous paragraph is absolutely prohibited unless and until the Owner of such lot first obtains the approval thereof from the Committee, and otherwise complies with the following provisions of this paragraph.
- (2) Any Owner proposing to do any of the things mentioned above, shall apply to the Committee for approval as follows:
 - (a) The Owner shall submit to the Committee for approval such plans and specifications for the proposed work as the Committee shall request, including the following:

- (i) A plot plan of the lot showing (aa) buildable space, (bb) contour lines, (cc) the location and height of all existing and/or proposed improvements, including fences, (dd) the proposed drainage plan, (ee) the location of all trees and vegetation which the Owner proposes to remove, (ff) the location of all proposed utility installations, and (gg) such other information as the Committee shall require from time to time;
- (ii) Floor plans;
- (iii) Drawings showing all elevations of structures;
- (iv) Description of exterior materials and color with samples;
- (v) Working drawings and construction specifications of all structures;
- (vi) Description of provisions for landscaping and for stabilizing slopes during and after construction; and
- (vii) The proposed construction schedule.

The Committee may require that any such submission shall be accompanied by a reasonable filing or inspection fee as a means of defraying its expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendation.

- (b) If at any time, after reviewing the plans, the Committee shall determine that it would be in the best interests of the Subdivision for such Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the Committee shall inform such Owner, in writing, of its determination, whereupon all plans and specifications designated by the Committee to be so prepared must be prepared by such an architect or licensed building designer.
 - (c) The Committee shall review the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied:
 - (i) The Committee finds that the plans and specifications of the proposed structure, on the property, conforms to these Covenants; and
 - (ii) The Committee finds that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of the Subdivision; and
 - (iii) The Committee finds that the setback requirements prescribed herein have been complied with; and
 - (iv) The Committee finds that the soil stabilization requirements of the Soil Conservation Service have been complied with.
 - (d) Any Application which has been neither approved or rejected within thirty (30) days from the date of complete submission thereof to the Committee shall be deemed approved.
- (3) Upon receipt of the approval from the Committee, the Owner shall, as soon as practicable, proceed with the commencement and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless upon the written request of the Owner made to the Committee prior to the expiration of said one (1) year period, and upon a finding by the Committee that there has been no change in circumstances the time for such commencement is extended in writing by the Committee. In any event, the Owner shall complete the construction of the foundation and all exterior surfaces (including the structure on his lot) within twelve (12) months after commencing construction thereof, except and for so long

as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other causes beyond the control of the Owner. If the Owner fails to comply with this paragraph, the Committee shall notify the Association of such failure, and the Association at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, the cost of which shall be added to and become a part of the annual charges to which such lot is subject.

- (4) Upon completion of any work for which approval of the Committee is required under this section, the Owner shall give notice thereof to the Committee, and within ten (10) days thereafter the Committee or its duly authorized representative, shall inspect such work to determine whether it was done in substantial compliance with approved applications. If the Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner of such non-compliance within such ten (10) day period and shall require the Owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Association of such failure, and the Association at its option, shall have the right to remedy the non-compliance and the cost shall be added to and become a part of the annual charges to which such lot is subject. If for any reason the Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.
- (5) The Committee may allow reasonable variances and adjustments of its requirements in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes thereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision.

10. Common Areas. Except as otherwise provided herein, the common areas shall be improved and used only for vehicular and pedestrian access, parking, recreational use, open space, privacy for occupants of lots, and such related or other uses as may be determined from time to time by the Association.

11. Easements.

- (a) Slope Control and Drainage. The Association reserves for itself, its successors and assigns, easements for the maintenance and permanent stabilization and control of slopes in any slope-control areas designated on the Plat as "Slope Easement" and easements for the use and maintenance of drainage courses of all kinds in any areas designated on the Plats as "Drainage Easement". Within the areas subject to these easements, no structure, planting, or other material, shall be placed or permitted to remain and no activity shall be undertaken which may damage or interfere with established slope ratios or drainage courses, create erosion or sliding problems, or obstruct, retard or change the direction of the flow of water over such slope-control areas or through such drainage courses; provided, however, that the Association, shall have the right to landscape and beautify the areas subject to such easements and to improve the slope ratio of, and water flow over, such areas. *[This paragraph was reworded by Covenant amendment in 2007.]*

- (b) Utilities. The Association reserves for itself, its successors and assigns, easements for the installation and maintenance of utilities over the areas designated on the Plats as streets and parks, over strips of land five feet in width alongside and rear property lines and ten feet in width along the front property line of each lot in the Subdivision and over strips of land otherwise designated on the Plat as areas subject to utility easements or subject to a particular type of utility easement such as an easement for water line purposes. For the purposes of this paragraph, the term “utilities” shall include, without limiting the generality or requiring the installation thereof, underground wires, conduits and other necessary attachments for the transmission of electricity, for lighting, heating, power, telephone, television and other purposes, public sewers, storm water drains, land drains and pipes, water systems and lines, sprinkling systems, heating and gas lines or pipes, and any and all equipment in connection therewith, and any other public or quasi-public facility or improvement deemed by the Association to be necessary or desirable for the comfort, convenience or safety of the residents of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain and no activity shall be undertaken which may damage or interfere with the installation or maintenance of utilities. The areas subject to such easements and all improvements therein shall be maintained continuously by the Owner of the lot in which they are located except for those improvements for which a public authority or utility company is responsible. No utility easement shall be restricted or impaired by reason of the fact that the area subject to such easement is included, in whole or in part, within an area which is subject to an easement described in Paragraph (c) below. *[This paragraph was reworded by Covenant amendment in 2007.]*
- (c) Individual Access. The Association reserves for itself, its successors and assigns, easements of ingress and egress for pedestrian use only over any areas designated on the Plats as “Individual Access Easement” or “Ingress and Egress Easements”. Within the areas subject to such easements, no structure, planting or other material shall be placed or permitted to remain and no activity shall be undertaken which may interfere with the free and unobstructed passage of pedestrians along and over such areas. Such areas shall be maintained continuously by the Owner of the lot subject to such easement. *[This paragraph was reworded by Covenant amendment in 2007.]*

12. Recreational Rights. Upon payment of the required Association regular or special assessments, each Owner of a lot or townhouse or condominium in the Subdivision shall become a member in good standing of the Association and upon payment of appropriate fees, thereby such members shall have the right to the use of all Association facilities available to Association Owners. *[This paragraph was reworded by Covenant amendment in 2007.]*

13. Golf Course and Common Areas. *[This first paragraph of Section 13 of the 2000 Covenants was deleted by Covenant amendment in 2007.]* As shown in Exhibit D attached hereto, easements across lots in Unit 4-2 Extension which border the golf course are granted to the Association for golf course purposes. The extent of the easement is indicated on Exhibit D. The easement boundaries are measured in accordance with Exhibit D using the existing sprinkler heads as the fixed monuments, and as previously determined by the course designer, Don K. Burns. As shown on Exhibit D attached hereto, the following lots will have the following building setback

requirements which will be measured from the innermost edge of the golfing easement across each lot:

Lot 6	=	25 foot setback
Lot 5	=	30 foot setback
Lot 4	=	35 foot setback
Lot 20	=	35 foot setback
Lot 38	=	35 foot setback
Lot 65	=	20 foot setback
Lot 66	=	20 foot setback
Lot 67	=	20 foot setback
Lot 51	=	20 foot setback
Lot 56	=	50 foot setback
Lot 57	=	50 foot setback
Lot 58	=	50 foot setback
Lot 22	=	50 foot setback
Lot 23	=	50 foot setback
Lot 24	=	50 foot setback
Lot 25	=	50 foot setback
Lot 26	=	50 foot setback
Lot 34	=	50 foot setback
Lot 35	=	50 foot setback
Lot 36	=	50 foot setback
Lot 37	=	50 foot setback

All remaining lots shown on Exhibit "D" will have a 30 foot setback measured from the innermost edge of the golfing easement across said lots.

Fee simple title includes the responsibility for making all decisions with reference to the operation, maintenance and upkeep of the described facilities, as well as authority to make decisions concerning the necessity and expenditure of funds and the means of raising same for maintenance, operation and upkeep of the Subdivision. The Association may mortgage, pledge, hypothecate or otherwise encumber any of said facilities from the date of acquiring fee ownership, but only upon approval by eighty percent (80%) of the Owners. Property transferred to the Association may be subject only to taxes, assessments and obligations imposed by governmental agencies, all prorated as of the date of transfer, and may be subject to such matters of record as shall not materially impair the members' reasonable use and enjoyment of such property.

The provision herein prohibiting the mortgage, pledge, hypothecation or other encumbrance of the facilities shall not limit the right of the Board of Directors or the Association to lease or rent the food and beverage service facilities to third parties for provision of such services. Any such lease or rental agreement shall be approved by a simple majority of the Board of Directors of the Association. *[This paragraph was added by Covenant amendment in 2002.]*

14. Enforcement and Non-Waiver. *[Section 13 was deleted by Covenant amendment in 2007 and subsequent sections renumbered: Sections 15, 16, 17, 18 to Sections 14, 15, 16, 17.]*

- (a) Right of Enforcement. Except as otherwise provided herein, the Association or any Owner or Owners shall have the right to enforce at law or in equity any and all of the covenants,

conditions, restrictions and easements now or hereafter imposed by the Covenants upon the Owners or upon any property within the Subdivision and the Court in such action may award the successful party reasonable expenses in presenting such action, including reasonable attorney's fees. *[This paragraph was reworded by Covenant amendment in 2007.]*

- (b) Violating and Nuisance. Every act or omission whereby a covenant, condition, restriction, or easement of the Covenants is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or an Owner or Owners; however, any other provision to the contrary notwithstanding, only Declarant or the Association or their duly authorized agents, may enforce by self-help any covenant condition or restriction herein set forth.
- (c) Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of the Covenants and subject to any or all of the enforcement procedures herein set forth.
- (d) Performance by Association. When in the discretion of the Board, it is determined that an Owner has failed, refused, or neglected to perform any upkeep or maintenance with respect to his lot which is required for compliance with any portion of this Declaration, or to maintain in good repair or keep adequately painted, any structure or building on such lot, the Board may give such Owner reasonable notice of such failure, setting forth the nature of the maintenance, upkeep or repair required. If upon expiration of such notice the Owner fails to remedy such non-compliance the Association may thereupon cause the maintenance or repair to be performed and in such event the cost of which shall be added to and become a part of the annual charges to which such lot is subject.

If such expenses are not promptly paid by the Owner, such expenses shall be added to and become a part of the annual charge which the lot is subject but shall not be subject to the amount limitations specified in Paragraph 5 (e) (i) above.

- (e) Remedies Cumulative. Each remedy provided by the Covenants is cumulative and not exclusive.
 - (f) Non-Waiver. The failure to enforce the provisions of any Covenant, condition, or restriction contained in the Covenants shall not constitute a waiver of any right to enforce any such provisions of said Covenants.
15. Grantee's Acceptance. The grantee of any lot subject to the coverage of this Declaration by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and all of these Covenants, easements and agreements herein contained and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with Declarants, and to and with the grantees and subsequent Owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Covenants.

Each such Grantee also agrees, by such acceptance, to assume as against Declarants, their successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to parks, and golf courses.

16. Partial Invalidity. In the event that any one or more of the Covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining Covenants shall continue unimpaired and in full force and effect.

Captions. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

BY-LAWS OF
PENDARIES VILLAGE COMMUNITY ASSOCIATION

ARTICLE I
PURPOSE

The Pendaries Village Community Association provides an Association whereby:

- A. The Owners of subdivided lots and single family residences within Pendaries Village, San Miguel County, New Mexico desire to:
 - 1. assure the upkeep of the subdivision, subdivision facilities and amenities, and dwellings;
 - 2. protect and improve their property values; and
 - 3. protect and enhance environmental quality within Pendaries Village.
- B. Through the Board of Directors, enforcement of that certain Declaration of Uniform Protective Covenants for Pendaries Village, San Miguel County, New Mexico, dated the 5th day of February 1980 and recorded in Book 228 page 6705, San Miguel County, New Mexico, and its subsequent revisions, are assured. (Said Covenants and its duly adopted amendments are hereafter referred to as the "Declaration".)

The Association is a nonprofit corporation existing solely for the benefit of Owners pursuant to the Declaration and is established in accordance with the New Mexico Nonprofit Corporation Act.

ARTICLE II
DEFINITIONS

- A. Declaration. "Declaration" shall mean the covenants, conditions, and restrictions set forth in the Declaration and any duly adopted amendments thereto.
- B. Articles. "Articles" shall mean the Articles of Incorporation of Pendaries Village Community Association as amended from time to time.
- C. Board. "Board" shall mean the Board of Directors of the Association.
- D. By-laws. "By-laws" shall mean these By-laws as amended by the Board of Directors from time to time.
- E. Fiscal Year. "Fiscal Year" shall mean the year adopted as such from time to time by the Board for financial reporting and budgeting purposes.
- F. General Manager. "General Manager" shall mean the person appointed by the Board to

administer and enforce the Governing Documents, carry out Board directives, and manage all aspects of the physical plant of PVCA. The General Manager shall serve at the pleasure of the Board.

- G. Governing Documents. "Governing Documents" shall mean the New Mexico Nonprofit Corporation Act, the Declaration, the Articles of Incorporation, these By-laws, and any exhibits thereto.
- H. Improvement and Amenities. "Improvements and Amenities" shall include, but not be limited to: the 18 hole golf course; the easements adjoining the tennis court; the pro-shop; the clubhouse; all PVCA roads; all PVCA parking areas; waste collection and storage facilities and equipment; the conference center; the maintenance and equipment yard; the lodge; the chapel; the guardhouse; the restaurant; the snack bar, and water rights, water wells and appurtenant facilities and equipment for collection, storage, and distribution of such water used within the subdivision; provided all such water and water rights shall be made available at the Owner's expense to all land within the subdivision including that which may be subdivided in the future.
- I. Lot. "Lot" shall mean any parcel of real property designated for residential use and shall be recorded on a subdivision plat pertaining to property subject to this Association including property subsequently annexed hereto.
- J. Member. "Member" shall mean an Owner of a Lot within the Pendaries Subdivision.
- K. Owner. "Owner" shall mean a person holding beneficial ownership of any Lot and includes the purchaser of a Lot under an executory land sale contract. A husband and wife, or other multiple Ownership, shall be considered as a single Owner unless otherwise specified in writing to the Board. In no event shall multiple ownership result in fractional voting or in permitting one Lot to have more than one vote except as otherwise provided for improved Lots.
- L. Subdivision. "Subdivision" shall mean the Lots, roads, Improvements and Amenities comprising the Pendaries Village Subdivision (including future lots not yet sub-divided, roads and improvements).
- M. Standing Orders. "Standing Orders" shall mean orders adopted by the Board to facilitate administration of PVCA, its Declaration, the New Mexico Nonprofit Corporation Act, the Articles and Bylaws of Pendaries Village.

ARTICLE III DUTIES AND POWERS OF THE BOARD

The corporate powers of the Association are vested in the Board. The Board is expressly charged

with the obligation of discharging the requirements of complying with, and duly enforcing the Declaration. The Board has the right and responsibility to perform the duties and obligations and to exercise the powers and the authority_of the Association as set forth in the Governing Documents. The Board has all the powers of a nonprofit corporation existing and organized under the laws of the State of New Mexico, subject only to the limitations expressly set forth in Governing Documents.

The Board has the following powers and obligations, subject to and in accordance with the Governing Documents.

- A. The Board is governed by the terms of the Governing Documents and shall be responsible for the administration and enforcement of the Governing Documents. The Board shall be entitled to all powers, benefits and obligations conferred by the Governing Documents.
- B. The Board is empowered to arrange for such contracts as are reasonably required to effectuate the terms of the Governing Documents.
- C. The Board is empowered to contract with or otherwise legally delegate any specified duties to any private entity, cooperative, public authority, governmental body or special district.
- D. The Board is empowered to promulgate, amend, or repeal such By-laws and Rules as may be necessary for the enforcement and administration of the Governing Documents, and for the governance of the improvements and amenities. Any such action shall be by majority vote of the Board.
- E. The Board shall establish and maintain appropriate records containing a current list of Association members, shall make such filings and reports as are required by local, state and federal statutes and regulations, and shall maintain records of all contracts entered into between the Board and any other party.
- F. The Board is entitled, by all legal means, to administer and enforce the Governing Documents. The Governing Documents shall be controlling in the event any rule or Standing Order of the Board or any provision of these By-laws shall be construed to be in conflict with the Governing Documents.
- G. The Board shall levy Regular and Special Assessments in accordance with the Declaration.
- H. The Board shall maintain, in accordance with generally accepted accounting principles, an accurate set of books and records showing the financial condition of the Association.

ARTICLE IV
MEMBERS

- A. Each person or entity, by virtue of being an Owner, shall be a Member of the Association subject to the rights and obligations set forth in the Declaration. No person other than an Owner or the duly designated representative or agent of an Owner may be a Member of the Association.
- B. For matters requiring a written ballot of the Members, each Member shall be entitled to cast his/her vote by ballot in accordance with these By-laws and the declaration.

ARTICLE V
MEETINGS AND ELECTIONS

- A. Annual Meetings. There shall be an annual meeting of the Members on the third Saturday of each August of each year. All Members shall be notified of the meeting through mailed notice delivered to Members (60) days prior to each annual meeting.
- B. Special Meetings of the Members. Special Meetings of the Members may be called at any time. Special Meetings shall be held in a place reasonably accessible to the Members and shall be called by written notice signed by either a majority of the Board or by Members of the Association representing one-third of the total votes of the Association. Said notice shall be delivered to Members not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for such meeting. The notice shall specify the date, time, purpose, and place of meeting.

Unless otherwise expressly provided herein, in the Declaration, or as allowed by New Mexico law, any action taken by the Members shall require a majority vote of the total Members. [Note: See the Covenant revisions that only allow written voting by Members]

- C. Election of Directors. Sixty (60) days prior to the Annual Meeting, members will be notified of the number of vacancies on the PVCA Board of Directors and of the requirements, procedures, and time lines for the nomination of other members or themselves for the vacancies. Each candidate must submit a short statement including his/her qualifications and reasons for wishing to serve on the board. No Member who is an employee of the Association is eligible to hold the office of Board Member.

Approximately thirty (30) days prior to the Annual Meeting, the ballot, candidates' statements, and an election procedural document as approved by the Board will be provided to all Members. Completed ballots must be received in the manner prescribed in the procedural document prior to 2:00 p.m. on the Friday immediately prior to the Annual Meeting. No ballots will be accepted after this deadline.

The Board will establish a vote Validation Committee consisting of a Chairperson who will be appointed by the Board and of a PVCA Member representative selected by each candidate. The sole purpose of the Validation Committee as a whole is to work with the PVCA Manager or his/her designee to verify the eligibility of all voters and of the number of votes each is entitled to.

At 2:00 p.m. on the Friday immediately prior to the Annual Meeting, the Chairman of the Validation Committee will pick up the sealed ballots and will deliver them to an independent party named by the Board to tally the votes. The Validation Committee Chairperson will remain available during the tallying process to answer any questions that might arise as the ballots are counted but will not participate in any way in the tallying process.

At the opening of the Annual Meeting the Validation Committee Chairperson will provide the Board President a sealed envelope containing a tally summary sheet of votes received by each candidate and signed by the person tallying. The President will open the envelope and announce the election results during the Annual Meeting.

ARTICLE VI BOARD MEETINGS AND ORGANIZATION

- A. Number of Directors. The Board of Directors shall consist of five (5) persons. However, the number of Directors may be changed by the Board from time to time through amendment of these By-laws.
- B. Terms of Office. Directors elected by the Members shall serve for a term of three (3) years. In the event of there being three (3) or more Board positions available for election, the Board will establish a process to re-establish desirable staggered terms of office for Board Members. Board candidates will be advised of this process prior to the election.

A Director who misses two consecutive Board meetings may be deemed to have resigned by majority vote of the Board and replaced in accordance with Section C that follows.
- C. Vacancies. When a vacancy occurs on the Board, that position shall be filled by a majority vote of the remaining Directors for the remainder of the term of that Board position.
- D. Quorum and Voting. A majority of the Directors shall constitute a quorum. All Directors may fully participate in meetings by making or seconding motions, discussing motions, and voting on any issue.
- E. Meetings. The Board shall have an organizational meeting and schedule periodic meetings immediately following each annual meeting of Association Members.

F. Special Meetings. Special Board meetings may be called at any time by the President or by any two (2) Directors. Special meetings may be held with the consent of a quorum of currently serving Board Members.

G. Officers. The Board shall elect a Board President, Vice-President, Secretary, and Treasurer.

H. Duties of Officers.

The Board President shall preside at all meetings of the Board of Directors and all meetings of Association Members; shall see that all Board orders and policies are implemented; shall sign all legally approved leases, contracts, and deeds, as well as such other legal documents as may be allowed by the Declaration; and shall jointly with the Treasurer sign all promissory notes. The President shall be responsible for directing the activities of the General Manager in accordance with Board decisions and policies and the Board approved job description for the General Manager. The President shall also have such other duties as the Board may delegate from time to time.

The Vice-President shall act in the place and stead of the President in the event of his/her absence or inability to act; and shall exercise such other duties as may be required by the Board.

The **Secretary** shall ensure that the votes and minutes of all meetings and proceedings of Board and Member meetings are accurately recorded; serve notice of meetings of the Board and Members; and shall perform such other duties as may be required by the Board.

The **Treasurer** shall jointly with the President sign all promissory notes; shall cause an annual audit or review of the Association's financial records as determined by the Board to be made by a certified public accountant designated by the Board; and shall present the annual budget that has been prepared by the General Manager and his/her staff for approval by the Board.

ARTICLE VII COMMITTEES

The Board may designate such committees as the Board may deem appropriate to conduct special studies or make recommendations to the Board. Committee charges as developed by the Board shall be in writing and may require a specified report and/or recommendations within a specified period of time. Except for the Architectural and Environmental Control Committee and the Audit Committee, all committees shall be advisory to the Board and shall be ad hoc. The Architectural and Environmental Control Committee and the Audit Committee are created by the Declaration and their duties are outlined there. Chairpersons and Members of all committees and

the Committee's duration, if ad hoc, shall be designated by the Board.

ARTICLE VIII MISCELLANEOUS

Corporate Seal. The Association shall not have a corporate seal.

Notices. Any notice, approval, demands, or other communications required or permitted by these By-laws shall be in writing and shall be deemed to have been given, delivered, or received five (5) days after such postage pre-paid and properly addressed notice has been deposited in the United States Mail. Notice mailed to the last known address of any party shall be considered properly addressed.

In lieu thereof, such notices, etc. may be hand-delivered by a Board member and such action witnessed by another Board member.

Action Without Meeting. Transactions at any meeting of a quorum, the Board, or any committee, however called or noticed, shall be as valid as the conduct of a meeting duly held after regular notice if either before or after the meeting, each member not present in person at the meeting, files a written waiver or consent to the holding of such meeting. All such waivers or consents shall be filed in the records of the Association, Board, or committee, as the case may be, and made a part of the minutes of the meeting.

Except for actions taken by the Members, any action which may be taken at any meeting provided herein may be taken without such meeting if the written consent of each member entitled to vote at said meeting is obtained. Such action shall have the same force and effect as a unanimous vote of such persons taken in a meeting. Written consent may include emailed or faxed consent. Action taken in this manner shall be documented in the minutes of the next regular meeting.

In accordance with provisions of the New Mexico Nonprofit Corporation Act, Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Amendments. An amendment to these Bylaws may be proposed, reviewed, and approved by a majority of the Board of Directors, following due notice of the proposed changes. An affirmative vote of the majority of votes cast shall be required to ratify the amendment, which shall then be effective immediately.

CERTIFICATE OF ADOPTION

These revised By-laws were adopted by the Pendaries Village Community Association Board of Directors in a properly called meeting and amended by the elimination of proxies in Article IV, Section C. on (date)

Signed

_____, President, Board of Directors

Attest:

_____, Secretary, Board of Director

PENDARIES VILLAGE COMMUNITY ASSOCIATION
STANDING ORDERS

Standing orders are promulgated by the Board of Directors to direct management in the implementation of Board policy in order to enforce the covenants and by-laws and to assure adherence to sound business practice. These standing orders also provide homeowners with knowledge of the operational policies and procedures with which PVCA functions.

In May, 2007 the PVCA Board completed a review of all past Standing Orders, deleting those which were no longer necessary or appropriate. Those that were retained and any additions were officially approved in the June 14, 2007 Board of Directors meeting and are included in this Standing Order Manual. The Board of Directors will add other Standing Orders as necessary from time to time.

1. The PVCA, as a Nonprofit Corporation, will not support any charity.
2. All property owners are required to have a vehicle pass on each of their vehicles.
3. The interest rate on past due accounts of whatever nature will be 15% per annum.
4. There are some roads throughout the development that are steep and may create safety concerns during severe weather conditions. PVCA Board policy is that road maintenance will not be provided in these steeper areas where weather conditions have created hazards both as to personnel and PVCA equipment. There is a rule of reason that applies to these circumstances. Certainly PVCA is obligated to maintain the roads to keep them open. However, that obligation is tempered by the fact that PVCA should never be required to risk either its equipment or its personnel in order to open the roads. That being the case, PVCA reserves, in its discretion, the right to defer snow removal or road repair in those circumstances where weather conditions create hazards for PVCA personnel or equipment.
5. No files may be taken from the PVCA office without the expressed written approval of the manager.
6. Purchase Orders are required for any purchase and must be approved by the manager. Those purchase orders exceeding \$300.00 require prior approval of the General Manager.
7. In accordance with the Covenants, no individual Board Member has any authority except as provided by the By-laws of the Board of Directors.
8. PVCA will not provide any membership list or mailing labels that include names and addresses of PVCA owners without Board approval.
9. Household trash, in proper containers, will be picked up at the street in front of dwellings on Mondays.

10. All accounts due to PVCA are due and payable within 30 days of billing. The interest rate on past due accounts of whatever nature will be 15% per annum. Any account that is 90 days or more past due may result in the restriction of the use of Pendaries facilities and/or services.

11. PVCA has two standing committees: Architectural & Environmental Control Committee and the Audit Committee. The Board will appoint permanent or ad hoc committees which may respectively perform ongoing or special functions as required. All committees will be appointed by the Board and will be provided a written charge specifying the task(s). Committee members serve at the pleasure of the Board of Directors for terms appropriate to that committee's function as determined by the Board.

Individuals and/or groups wishing to perform work on projects or on PVCA property should submit their proposals in writing for the Board's consideration.

12. Conversion from lot to dwelling assessment will be effective one year from the date construction commences. This assessment will be implemented within the next PVCA billing cycle for assessments.

13. PVCA may refuse to provide water, refuse, or road maintenance service for property in arrears for any PVCA assessment or other amounts due to PVCA for more than thirty (90) days. Following a thirty (30) day grace period, the owner of such property shall be given thirty (30) days notice of denial of such services in person or by depositing in the U.S. Mails, postage prepaid and addressed to the Owner at his or her address as shown in the PVCA's records.

Services shall not be discontinued less than twenty-four (24) hours prior to a PVCA designated employee holiday or weekend unless the PVCA office is open for receipt of payment of past due assessments of charges and PVCA personnel are available to restore such service upon payment during the holiday or weekend.

There will be a \$50 service fee for each water valve cut-off paid to PVCA in advance to restore water service that has been disconnected for failure to pay assessments.

14. Individuals and groups other than those sanctioned by the Board of Directors or the General Manager shall pay a maintenance and cleanup fee in advance for the use of any PVCA facility. This fee will be determined by the General Manager.

15. The General Manager is authorized to issue emergency orders as necessary to deal with such serious issues as fire prevention and water conservation.

16. PVCA Covenants prohibit burning of trash or garbage. Webster's dictionary defines trash to include "debris from pruning or processing plant material." Therefore, the Board and Owners are prohibited from approving or allowing controlled burning within Pendaries Village. Trash must be disposed of by methods other than controlled burning.

17. The PVCA Board of Directors will annually approve the **fee schedules** for all PVCA events, activities and usage of amenities for which fees are charged. Annually, the Board will act on fees recommended by the General Manager for golfing memberships, cart trail fees, green fees and fees for use of the driving range and practice facility, golfing packages and lodge fees.
18. Golf Program. The Board adopted document, PVCA Golf Program, includes specific information for both members and guests regarding all aspects of the use of our golf course and driving range. The PVCA Golf Program is incorporated by reference as a Standing Order, is available in the golf shop and PVCA office and is part of the Homeowner's Handbook (Appendix E).
19. Restricted contingency account. The Board will maintain a separate bank account for funds designated for a restricted contingency account. Funds may be allocated to this account by the Board during the budget process or at any other time. Withdrawal of funds from this account will require the signature of two Board members, one of whom is the President. No funds can be used from this account without a specific vote to do so during an open public Board meeting.
20. Architectural & Environmental Requirements. The Covenants of the Pendaries Village Community Association are binding on all owners and require that the Architectural & Environmental Committee administer the requirements pertaining to both new construction and remodeling. A & E Committee members are appointed by the Board. The complete A & E requirements are Standing Orders and are incorporated by reference. The requirements are available from the committee and PVCA office and are also included in the Homeowner's Handbook (Appendix D).
21. Inspection and impact fees. Each owner or agent thereof shall pay a \$1,000.00 non-refundable Filing, Inspection and Impact fee at the time plans and specifications are submitted to the A & E Committee. The fee shall be made payable to PVCA and paid at the PVCA office.
22. The standard specification for water taps for new construction is 125 p.s.i. with a \$500.00 charge for the water tap.
23. Propane Tanks. The following requirements are effective June 1, 2006 for all new construction. Homes with above ground propane tanks which are not concealed in accordance with these standards must be in compliance by May 1, 2008.

Screening. *Above ground tanks must be screened or concealed as follows:

- a. Permanent structure-
 1. Screening material shall be non-combustible if container is screened on three sides. If solid screening is used, each wall up to 20 feet in length shall be provided with at least one opening, with an additional opening for each 20 feet of length or fraction thereof. Each opening shall have a minimum size of 50 square inches, the bottom of which shall not be more than 6 inches above the ground.

2. If the screen encloses two sides or no more than 50%, a wood fence may be used.
 3. The screen shall enclose no more than three sides of the container.
 4. There shall be a minimum clearance of three feet from the container to the screen.
 5. The screen shall not exceed the height of the container by more than one foot.
 6. Covers or tops shall not be installed over containers.
- b. Plantings – tanks may also be concealed with evergreen plants or trees provided that the concealment is total at the time of planting. In other words, small plants or trees that will “someday” grow to concealment level are not acceptable.
 - c. Screening or concealing above ground tanks using either of the above methods must be such that a tank is not visible from nearby streets, homes or green belts (including the golf course).

Approvals. Plans sketches or drawings of a proposed concealment must be submitted to the A & E Committee for approval before commencement of work.

*Section a. amended and approved by the Board of Directors on November 15, 2007 to be in compliance with State regulations.

PVCA ARCHITECTURAL & ENVIRONMENTAL REQUIREMENTS

The Covenants of the Pendaries Village Community Association are binding on all owners and require that the Architectural & Environmental Control (the Committee) administer Covenant requirements pertaining to new construction and remodeling.

The Architectural and Environmental Committee (A&E) has the responsibility to insure compliance with all federal, state, county and PVCA rules and regulations. All of these are designed to protect your property values. The complete A&E requirements are standing orders and are included in this homeowner's manual.

Failure to exercise design review properly can foster misunderstanding and controversy among the homeowners, inconsistencies and unfairness in treatment, a plethora of real or imagined violations, a series of expensive and protracted court cases. Additionally, the association and its members may suffer property value losses if design review is absent, ineffective, or not uniformly and consistently enforced.

Design review has an impact on everyone who has a vested interest – directly or indirectly in community associations. Homeowners are affected most directly and for the longest period of time. But builders and lenders are also affected. They are concerned with the continuing quality of the project, not only during the marketing phase, but as long as their reputations and their loans are involved in the community. Public officials are also concerned with the design review process because it can enhance taxable property values with a community. Professional colleagues, through the initial drafting of governing documents, creation of organizational systems and day to day advice and management, have direct involvement and considerable responsibility for the success or failure of design review in a particular community.

As volunteers, the A&E Committee is interested in making your building experience as enjoyable as possible. However, as with any planned community there are various requirements that must be met by each new homeowner. Therefore, the following information is provided to assist you in your building or remodeling process. Please read them carefully. If you have any questions, call one of the A&E Committee members listed below.

Carl Schwede Home # 425-8274
Mike Earnest Home # 454-0803
Pat Patrick Home # 425-1133
Mike Hodge Home # 454-6786
Karoline Swan Home # 425-7094

ARCHITECTURAL AND ENVIRONMENTAL REQUIREMENTS

You should have received a copy of the Covenants when you purchased property within Pendaries Village. If you do not have a copy, request one from the PVCA office immediately as they contain numerous requirements in addition to those specified in these Construction and

Remodeling Guidelines. Structures commonly known as mobile homes, single-wides or double-wides are not allowed. Dwellings must be constructed on site.

These Construction and Remodeling guidelines are designed to prevent problems and make your construction experience enjoyable.

STATEMENT OF COMPLIANCE

To: Architectural and Environmental Control Committee

- We have a copy of the PVCA Covenants,
- We understand that PVCA assessments must be paid in a timely manner, and
- We have the necessary financing to complete construction.

We the undersigned have submitted plans and specifications for construction of a single family dwelling within Pendaries Village and expressly bind ourselves to:

1. Comply with the requirements of appropriate official state and local agencies, and include identifications as Township 19, Range 15, Pendaries Subdivision_____, Lot_____.
2. Construct the dwelling in accordance with plans and specifications approved by the Committee.
3. Secure verification from the PVCA office that our lot is on a PVCA accepted road and that normal PVCA services are available.
4. Recognize that the PVCA road easement is 10 feet, and the easement on the other 3 sides is 7.5 feet.
5. Construct a single-family dwelling containing a minimum of 1, 250 square feet of fully enclosed floor area devoted to, and usable as, living space. Living space is defined as space normally devoted to day to day living in the dwelling and does not include attics, crawl spaces, low ceiling lofts, roofed or unroofed porches, terraces, garages, carports, or other buildings.
6. Submit to the Committee for approval such plans and specifications as the Committee shall request, and shall be submitted to the Committee at least 30 days prior to the time any earth is moved or construction materials are delivered to the lot. Committee approval will only be granted following approval by the New Mexico Construction Industries Division. Any subsequent changes must be submitted to the Committee at 5 working days prior to changes being allowed and must also comply with all applicable requirements of the Covenants., the Board, the Committee and state and local regulatory agencies. Plans and specifications shall include:
 - A. A plot plan of the lot showing buildable space, contour lines, the location of all proposed utility installation, and such other information as the Committee shall require,

- B. Floor plans,
 - C. Drawing showing all elevations of structures,
 - D. Description of exterior materials and color with samples,
 - E. Working drawings and construction specifications of all structures,
 - F. Description of provisions for landscaping and for stabilizing slopes during and after construction, and
 - G. The proposed construction schedule.
7. Seriously consider propanel or other fire resistant roofing material as a fire prevention measure.
 8. Seriously consider installing a centrally monitored security system. Reductions in insurance premiums largely offset monthly monitoring costs.
 9. Proceed with construction as soon as practical after receiving approval from the Committee.
 10. Remove trees from immediate dwelling area as a basic fire prevention measure.
 11. Complete construction of the foundation and all exterior surfaces within 12 months from the date of initial earthmoving.
 12. Request Committee approval prior to any alterations or modifications of the approved plans and specifications.
 13. Have the PVCA Maintenance Supervisor inspect and approve the following specific items and installation procedures:
 - A. Entry to the water main must be within a 1-inch self-tapping mount on top of the water main.
 - B. The 1-inch water line from the water main to the 200-PSI ball-type shut-off valve located just inside the ten foot road easement must be encased in a larger size pipe and bedded in 1 foot clean packed sand, and covered in a like manner. No telephone, electric wires or trash of any kind may share the water trench.
 - C. A Woodford-type, freeze-proof faucet with the outlet approximately 3 feet above ground must be placed on your property as close to the road easement as possible.
 - D. In the water line just inside the dwelling, there must be an additional 200-PSI ball-type shut-off valve, followed by a pressure reducing valve to lower the inside water pressure to no more than 50-PSI.
 - E. A culvert, if necessary to allow access to your lot without interfering with proper road drainage.
 14. Clearly mark the building site identifying property lines and flag for:
 - A. The dwelling outline and separate garage (if any),

- B. The drainage line, septic tank, leach field and driveway. If sufficient room is not available for a leach field, a leach pit may be used if set forth in the plans and approved by the New Mexico Environmental Department, and
 - C. The propane tank (if any) which must be placed at least 10 feet from any structure or roadway; and painted brown or green, or screened from view.
15. Ensure that the contractor has a porta-john and an enclosed dumpster or trailer at the building site prior to commencement of construction. If trash is not properly contained, Pendaries Maintenance will clean the area and bill the owner and the contractor.
 16. Receive a Certificate of Occupancy from the New Mexico Construction Industries Commission prior to inhabiting the dwelling.
 17. With the written consent of the Committee indicating construction and location, a chain link dog run and gate not to exceed 6 feet by 30 feet for a total of 180 square feet may be constructed. The height shall be sufficient to contain the dog at all times. Such approval shall not invalidate applicable utility easements and such fence or enclosure remains subject to removal under said easement.
 18. Each Owner or agent thereof shall pay \$1000.00 Filing and Inspection fee at the time plans and specifications are submitted to the A & E Committee. The A & E Committee shall provide at least four (4) inspections during the construction project assure compliance with PVCA Covenants, A & E Requirements, and plans and specifications as submitted to the A & E Committee.
 19. "Pay a \$500.00 charge for the water tap or connection to the PVCA water system."

We understand that failure to comply with Committee requirements or other covenant requirements may be remedied by the PVCA Board of Directors and will depend on the nature of the violations. We further understand that the Board at its option has the right to complete the exterior of any structure in accordance with the approved plans at owner's expense, or remove the uncompleted structure and add the cost to the annual assessment, or seek other relief in the New Mexico District court.

Property Owners Signatures

Date _____

Current A&E Committee Members are:

Carl Schwede	425-8274	_____
Mike Earnest	454-0803	_____
Pat Patrick	425-1133	_____
Mike Hodge	454-6786	_____
Karoline Swan	425-7094	_____

PVCA GOLF PROGRAM

The following rules and regulations constitute the Board adopted Standing Orders relative to the use of the Pendaries Golf Course and Driving Range by both members (those who pay the annual golf membership fees established by the Board), and all other golfers. This document also includes the privileges associated with being a member.

Member Related Green Fees

- Single Members allowed designated guest at no charge.
- Guests of member receive a 20% discount on green fees, when playing with the member.
- Guests are welcome to play additional rounds of golf, on the same day, on space available basis. Cart fee only.
- Green fees for the tournament rounds of the Couples Member/Guest; the Men's Member Guest, the Ladies Invitational; and the Pro-Am tournaments will be waived.
- Member's children or grandchildren under age 21 play free. Each member must supply list of names of children in this category with their membership renewal or application. Immediate family not in above category allowed 50% discount. Green Fee and Cart Rental must be charged to member card unless member is present.

Refunds. There will be no refunds once a guest has begun play. Rain checks will be issued when appropriate. The rain checks will be good for one year from their date of issue. Rain checks are issued thusly: 1-4 holes played, 18 hole rain check; 5-13 holes played, 9 hole rain check; or 14 or more holes played, no rain check.

Carts. Member golf carts cannot be loaned to other members or guests. Guests of members may ride at no charge in a member owned cart if the member is playing in the same group. These requirements do not apply to immediate family members whose names have been furnished to the Golf Pro.

It is suggested that members share golf carts whenever possible to lessen wear and tear on the golf course.

Tee Times. Tee times are blocked off for members from 9:00 a.m. to 10:00 a.m. daily, with a 24-hour notice. Members are encouraged to make their tee times several days ahead of time, if possible. The golf shop may make these times available to paying guests when member play is light.

Alcohol Policy. PVCA has a full service New Mexico liquor license. In accordance with State legal requirements, **only** alcoholic beverages that were purchased from PVCA are permitted on the course. Members in violation may have their membership canceled provided, however, PVCA management may issue written warnings for initial violations.*

Golf Course Marshall. The Course Marshall has the authority to control play by causing a group of golfers who have an open hole ahead of them to stop and wait until the group behind them has played through. The Marshall also has the authority to enforce all golf course and golf range rules, which include but are not limited to the following:

GOLF COURSE REGULATIONS

The following rules regulate play at Pendaries Golf Course:

- Every golfer is required to register in the Golf Shop before play.
- No cart should get closer than 40 feet from any green.
- Golf carts allowed in fairway only using 90 degree rule.
- No cart allowed in roped or marked areas.
- Each player must have a bag of clubs.
- No driver may operate a golf cart unless they are 16 years of age or accompanied by an adult.*
- No six-somes will be permitted. Five-somes must have permission from the Pro Shop.
- Hitting practice balls to any green is not allowed.
- Only two riders are allowed in a golf cart.
- Time of play should not exceed 2 hours for 9 holes or 4.15 hours for 18 holes.
- Players are allowed 5 minutes between nines.
- No short shorts or tank tops are allowed on the golf course.
- No member is allowed to begin play from his/her home or on the back nine without prior permission from the Pro Shop.
- Members violating the prohibition against allowing dogs on the golf course will be subjected to a fine. An initial violation will be subject to a \$25 fine and each subsequent violation will be increased by \$25, provided, however, PVCA management may issue written warnings for initial violations.
- All members are subject to the same rules concerning golf etiquette and the use of golf carts as our Pendaries guests.

GOLF RANGE REGULATIONS

- Purchase tokens at Golf Shop.
- Only hit from designated teeing areas. Teeing areas are defined by the tee markers or if they are not present, please, use mats provided.
- Be sure your hitting path is clear before hitting.
- Make every attempt to keep the ball within the boundary of the range.
- Park cars well away from hitting areas.
- Please, leave all range equipment on the range. Balls not hit or range buckets should never leave the range. Please, do not use range balls on the golf course.

*****The alcohol policy, cart operation policy and dog policy will be strictly enforced. Members in violation of the alcohol policy may have their membership canceled and fees will be refunded on a pro rata basis. Non-members will be restricted from playing on the golf course.**