

Declaration Of Planned Unit Development

Project Statement

The goal of Pioneer Heights PUD Subdivision Replat "B" is to create an attractive and enjoyable place to live. To do so, these Covenants, Conditions and Restriction make environmental stewardship and social interaction key goals. Various land uses are balanced to integrate thoughtful housing, recreation, and open space.

These Covenants, Conditions and Restrictions will help create and preserve a livable environment for all Pioneer Heights PUD Subdivision Replat "B" residents. In addition to these Covenants, Conditions, Restrictions, and other City of Aztec requirements will apply.

Article 1

Description

1.1 **Name.** The name of the Planned Unit Development is Pioneer Heights PUD Subdivision Replat "B"

1.2 **Location.** Pioneer Heights PUD Subdivision Replat "B" is located with in the City of Aztec, County of San Juan, in the State of New Mexico.

1.3 **Legal Description.** The description of all the property included in Pioneer Heights PUD Subdivision Replat "B" is Lots 1A through 9A, Block 1, Lots 1A through 21A, Block 2, Common Area A and Common Area B of Pioneer Heights PUD Subdivision Replat "B" in the City of Aztec, New Mexico, as shown on said Replat filed for record in he Office of the San Juan County Clerk on January 30, 2007 in Book 1449, Page 69.

1.4 **Number of Lots.** Pioneer Heights PUD Subdivision Replat "B" is comprised of 30 lots which shall be used for the construction of townhouse style residences.

1.5.1 Pioneer Heights PUD Subdivision Replat "B" common areas are for the use of all the Townhouse Members. The Townhouse common area "A" as shown on the Subdivision Plat, is available for Townhouse resident's additional parking and recreational vehicles storage, and for no other use. Security shall be the sole responsibility of any member of their guests or invitees using said area in compliance with Declaration.

1.5.2 The Townhouse Common Area "B" shall as shown on the Subdivision Plat shall be used for and as an "Open Space, Nature Area". The specific definition for it's use and the limitation of improvements, if any, allowed therein shall be by virtue of the decision of the association to be formed as provided herein.



200720920 12/20/2007 12:46 PM
1 of 5 B1467 P1004 R \$17.00
San Juan County, NM FRAN HANHARDT



KJ

1.6 **Declarant** Declarant, PAD LLC, a New Mexico Limited Liability Company and David McWilliams and Peggy McWilliams are the initial owners of the property and the developer of Pioneer Heights PUD Subdivision Replat "B". All declarant's rights and obligations under this Declaration shall inure to and be binding upon Declarant's and it's/their successors in interest.

1.7 **Road Maintenance.** The roads are dedicated to the City of Aztec. The City of Aztec owns and will maintain roads.

Article 2

Townhouses Homeowners Association

2.1 Declarant retains control over all matters set forth in these Covenants, Conditions and Restrictions until sixteen Townhouse Units have been sold, at which time, residents will create a Homeowners Association. The Association shall have property, powers and obligations as set forth in this declaration and these covenants for the benefit of the property and the Members.

2.2 Powers and Obligations. The Association shall have the power and obligation to: (a) own, manage, maintain and administer the common area and facilities of the Planned Unit Development; (b) administer and enforce this Declaration; (d) collect and disburse assessments and charges; and (e) take such actions and establish such rules and bylaws as are deemed useful to management and operation of the Association and Pioneer Heights PUD Subdivision Replat "B" in accordance with the provisions of this Declaration .

2.3 Membership. Each owner of one or more lots in Pioneer Heights PUD Subdivision Replat "B" including Declarant, is a Member of the Association. An owner is the person named as either the grantee on a properly executed and recorded deed or vendee on a properly executed and recorded contract of sale or Notice thereof. The holder of the security interest in a lot is not an owner. Whenever a lot is sold, membership is automatically transferred to the new owner effective upon recording of either the deed or the contract of sale or Notice thereof. It is the duty of each Member to provide the Association with the following: (a) a copy of the Member's recorded deed or the Member's recorded contract of sale or Notice thereof and (b) the Member's current mailing address. If two or more persons own a lot jointly, the joint designate in writing one natural person to serve as its Member.

2.4 Voting Rights. Except as provided herein, a Member shall have one (1) vote for each lot owned. Declarant shall have four (4) votes for each lot owned. Unless otherwise provided in this Declaration or the bylaws of the Association to be created pursuant to paragraph 2.1 herein, a proposed action or resolution shall carry if approved by a simple majority of the total number of votes cast at a meeting with a quorum present. An abstention shall not count as a vote cast a meeting with a quorum present. An abstention shall not count as a vote cast. A Member may vote by proxy, provided he proxy's authority is in writing and signed by the Member. If two or more persons own a lot jointly, any one of the co-owners may vote unless the other co-owner(s) object(s), in which case the vote shall be deemed as abstention.



200720920 12/20/2007 12:46 PM
2 of 5 B1467 P1004 R \$17.00
San Juan County, NM FRAN HANHARDT

Article 3

3.1 Lots. Title to each of the 30 townhouse lots of Pioneer Heights PUD Subdivision Replat "B" shall be conveyed in fee to an owner. Any person or entity may hold title, either singly or jointly, who may hold title to real property under the law of the State of New Mexico. Title may be freely conveyed by an owner, however, all conveyances are subject to easements and restrictions of record, including this Declaration. For purposes of this Declaration, the contract vendee under the terms of a recorded contract or Notice thereof, of sale of a lot is the owner. Holders of security interest in lots are not owners.

3.2 Ownership of Common Area. Declarant shall convey the common area to the Association either within three hundred and sixty-five days after Sixteen (16) of the Thirty (30) units have been conveyed to owners other than Declarant. Each lot and or Unit and lot conveyed either by deed or sold on contract shall be conveyed together with an equal percentage of ownership in the common areas "A" and "B" as shown on the recorded plat of the Pioneer Heights PUD Subdivision Replat "B".

Every Member shall have a non-exclusive easement over the common area for access to the Member's lot and for use and enjoyment of the common area. This easement is appurtenant to and shall pass with the title to each lot. Any Member may delegate the right of use and enjoyment of the common area to the Members, family or tenants provided they reside within the Member's home in Pioneer Heights PUD Subdivision Replat "B". As long as Declarant owns any lot, Declarant shall have a non-exclusive easement over the common area to carry out all activities necessary and convenient for discharging Declarant's obligations or exercising Declarant's rights including, but not limited to, the sale of lots, the construction of homes and common area structures, and all related activities.

Easements over the common area are subject to the following conditions: (a) the right of the Association to limit the number of guests to use common area; (b) the right of the Association to grant easements for public utilities or for other public purposes consistent with the intended use of the common area; (c) the provisions of this Declaration, the bylaws, and the rules established from time to time by the Association. Use of common area for residential purpose is prohibited. No Member may use the common area in a manner that interferes with the use of the common area by any other Member, the Declarant, or the Association.

This instrument may be amended by the Declarant or it's/their successor(s) and assigns(s) at any time so long as the Declarant owns at least sixteen (16) lots in the Subdivision, Thereafter, Amendments may be made by approval of the association as provided in paragraph 2.4 hereof.


200720920 12/20/2007 12:46 PM
3 of 5 B1467 P1004 R \$17.00
San Juan County, NM FRAN HANHARDT

