

**AMENDMENT NO. 2 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILD HORSE RANCH SUBDIVISION**

This Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions ("Amendment No. 2") for Wild Horse Ranch Subdivision is made this 30th day of April, 2002 by Wild Horse Development Corp., a New Mexico corporation, hereinafter called "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of certain real property which is designated as "Phase 3" on the Subdivision plat for the following described real property in Catron County, New Mexico:

A certain Subdivision known as WILD HORSE RANCH and shown on that certain plat thereof filed with the County Clerk of Catron County, New Mexico, on the 19th day of December, 1997 as Slide B159.

Whereas, Wild Horse Ranch L.L.C., a New Mexico limited liability company ("Wild Horse Ranch"), caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Wild Horse Ranch Subdivision (the "Declaration") which was recorded in Volume 96, on Pages 91-101 of the records of the County Clerk of Catron County, New Mexico; and

Whereas, pursuant to an Assignment and Assumption dated April 25, 2002 (the "Assignment and Assumption"), by and between Wild Horse Ranch and Declarant, Wild Horse Ranch assigned to Declarant all of its rights in, to and under the Declaration insofar as such rights pertain to Phase 3 and any other phase which may be located on land acquired by Declarant from FNF Properties L.L.C., a New Mexico limited liability company ("FNF"); and

Whereas, under the Assignment and Assumption, Declarant accepted such assignment of rights and agreed to perform all of the obligations of Wild Horse Ranch under the Declaration insofar as such obligations pertain to Phase 3 and any other phase which may be located on land acquired by Declarant from FNF; and

Whereas, under the Assignment and Assumption, amendments to the Declaration which affect only one or more activated phases with respect to which the rights and obligations were assigned from Wild Horse Ranch to Declarant need be signed, on behalf of the Declarant, only by Declarant; and

Whereas, the only phase which has been activated on the date hereof which is affected by this Amendment is Phase 3, which is owned by Declarant, and thus this Amendment No. 2 need only be signed on behalf of Declarant, only by Declarant;

Whereas, Declarant now desires to amend the Declaration as follows:

Article IV of the Declaration is amended by the revision of Section 11, which hereafter shall read as follows:

Section 11. In Phase 2 and subsequent Phases of the Subdivision, water conservation measures, as specified in this Section 11, shall be followed to insure that water use per Lot does not exceed 0.35 acre-feet per annum. Water-saving fixtures shall be installed in all new residential structures in such Phases. Such water-saving features shall include, but not be limited to, low flush toilets, low flow shower heads, low flow faucets, and insulation of hot water pipes. For outdoor use, low water use landscaping techniques (xeriscaping) shall be followed, using the techniques outlined in New Mexico State Engineer Office Technical Report No. 48. Irrigated turf areas shall not exceed 1,600 square feet in size on each Lot in Phase 2 and 1,000 square feet on each Lot in Phase

108-855

CERTIFICATION

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AKR

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3 and subsequent Phases. Swimming pools, water gardens, ponds, or other outdoor water features holding more than 1,000 gallons shall be prohibited in such Phases. Water harvesting features, including but not limited to cisterns, downspout collection, and grading, shall be utilized if possible. If the Disclosure Information Statement for a particular Phase specifies either more or less stringent conservation measures than those just specified for such Phase, then such conservation measures shall be followed by all Owners in such Phase."

Declarant certifies that this Amendment No. 2 has been approved by qualified Members of the Association owning at least seventy-five percent (75%) of the Lots in Phase 3 and by Declarant.

WITNESS my hand and seal this 30th day of April, 2002.

WILD HORSE DEVELOPMENT CORP., a New Mexico corporation

By: _____

Thomas G. Fitzgerald, President

108-856

CERTIFICATION

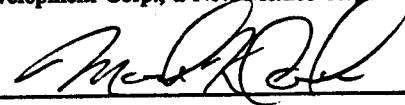
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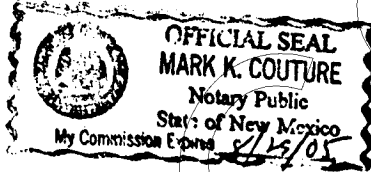
5/10/02

STATE OF NEW MEXICO)
 CATRON)ss.
COUNTY OF ~~CIBOLA~~)

The foregoing instrument was acknowledged before me on April 30, 2002, by Thomas G. Fitzgerald, President of Wild Horse Development Corp., a New Mexico corporation, in behalf of said corporation.

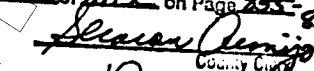


Notary Public



2775
STATE OF NEW MEXICO, }ss
CATRON COUNTY, }

This instrument of writing was filed for record on the 3rd day of May, D. 2002 at 10:16 o'clock AM, and duly recorded in Vol. 108 of 112 on Page 255-857


County Clerk
By 29 Deputy

108-857

CERTIFICATION

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