

# *San Antonio Condominiums*

HOMEOWNERS ASSOCIATION, INC.

- Articles of Incorporation
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# **ARTICLES OF INCORPORATION**

**San Antonio Condominiums  
Homeowners Association, Inc.**



OFFICE OF THE  
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

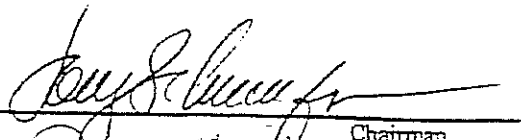
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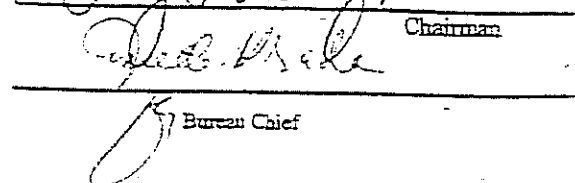
The Public Regulation Commission certifies that duplicate originals of the Articles of Incorporation attached hereto, duly signed and verified pursuant to the provisions of the  
NONPROFIT CORPORATION ACT  
(53-8-1 to 53-8-99 NMSA 1978)  
have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & attaches hereto, a duplicate original of the Articles of Incorporation.

Dated: JUNE 5, 2001

In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe.

  
Chairman

  
Bureau Chief

NOV 25  
JUN 5

**ARTICLES OF INCORPORATION  
OF  
SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the New Mexico Nonprofit Corporation Act, Chapter 53, Article 8 NMSA 1978, as amended, the undersigned acting as an Incorporator, has this day, for the purpose of forming a non-profit corporation, certified as follows:

**ARTICLE I  
NAME**

The name of the corporation is SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association."

**ARTICLE II  
DURATION**

The Association shall exist perpetually.

**ARTICLE III  
PRINCIPAL OFFICE**

The principal office of the Association is c/o D. R. Horton, Inc., 4400 Alameda NE, Suite B, Albuquerque, NM 87113.

**ARTICLE IV  
REGISTERED AGENT**

Robert C. Prewitt, whose address is c/o D. R. Horton, Inc., 4400 Alameda NE, Suite B, Albuquerque, NM 87113 is hereby appointed the initial registered agent of this Association, and such address shall be the registered office of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which it is formed are to provide for the management and maintenance of certain property and improvements within the property commonly known as San Antonio Condominiums, a Condominium, which are described in the Condominium Declaration for San Antonio Condominiums, a Condominium (the "Declaration") recorded or to be recorded in the office of the County Clerk of Bernalillo County, New Mexico.

The Association shall exercise all of the powers and privileges and perform of all duties and obligations of the Association as set forth in the Declaration, and in the Association's Bylaws, as the same may be amended and supplemented from time to time, said Declaration and Bylaws being

incorporated herein as if set forth at length (terms which are defined in the Declaration and Bylaws shall have the same meanings herein unless otherwise defined) and shall otherwise have and exercise any and all powers, rights and privileges granted to a condominium association under the New Mexico Condominium Act.

#### ARTICLE VI MEMBERSHIP

Every person who is a record owner of a fee or undivided fee interest in any condominium Unit which is now or hereafter subject to assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. Following termination of the Condominium, the membership shall consist of all former unit owners entitled to distribution of proceeds under the Act or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

A transfer of membership shall occur automatically upon the transfer of title to a Unit to which the membership pertains. The Association may suspend the voting rights of a Member at any Association meeting, and prohibit such member from being elected or serving on the Board of Directors, if the Association has perfected a lien against his/her Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election.

#### ARTICLE VII VOTING RIGHTS

The Association shall have one class of voting membership. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary of the Association, or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present then such vote shall be cast only in accordance with Section 47-7C-10 of the New Mexico Condominium Act. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Units then existing within the Condominium. Until no later than the earlier of (a) four months after 75% of the Units (including those to be constructed on the Additional Land) have been conveyed to Unit Owners or (b) five years after the first Unit is conveyed to a Unit Owner, the Declarant may appoint and remove the officers and members of the Board of Directors of the Association, subject to the limitations in Section 47-7C-3 of the Act.

#### ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Association shall be governed by a Board of Directors of not less than three (3) directors and not more than five (5) directors. During the period of Declarant Control (as

defined in the Declaration), the Board of Directors shall consist of such persons as may be designed by the Declarant. Thereafter, the Board of Directors shall be composed of from three (3) to five (5) persons, all of whom shall be unit owners or spouses of unit owners, mortgagees (or designees of mortgagees) or designees of the Declarant. The number of members of the Board of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the three Directors who will constitute the initial Board of Directors, until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Robert C. Prewitt	D. R. Horton, Inc. 4400 Alameda NE, Suite B Albuquerque, NM 87113
J. Mark Ferguson	D. R. Horton, Inc. 4400 Alameda NE, Suite B Albuquerque, NM 87113
Jesse Beardon	D. R. Horton, Inc. 4400 Alameda NE, Suite B Albuquerque, NM 87113

The successors to the initial and subsequent Board of Directors shall be appointed or elected in the manner set forth in the Association Bylaws.

#### ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the Owners with not less than two-thirds (2/3) of the votes allocated to Units not then owned by Declarant, and by the Declarant with not less than two-thirds (2/3) of the votes allocated to Units then owned by the Declarant. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE X OFFICERS

The Board of Directors shall elect a President, a Vice President, and a Secretary/Treasurer. The Board of Directors may appoint such other officers, in accordance with the provisions of the Bylaws, as may be necessary in its judgment. The officers shall have such duties as may be prescribed in the Bylaws and shall serve at the pleasure of the Board of Directors.

ARTICLE XI  
LIMITED LIABILITY OF DIRECTORS AND OFFICERS

There shall be no personal liability, either direct or indirect, of any director or officer of the Association to the Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the New Mexico Nonprofit Corporation Act (as in effect from time to time) expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Association, and shall not eliminate or limit the liability of a director or officer to the Association or to its Members for monetary damages for any act or omission occurring prior to such date. However, this provision shall not limit the rights of directors or officers of the Association for indemnification or other assistance from the Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 58-8-26, New Mexico Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article by the Members, or any repeal or modification of the provisions of the New Mexico Nonprofit Corporation Act which permits the limitation or elimination of liability of directors or officers, shall not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.

ARTICLE XII  
INCORPORATOR

The name and address of the incorporator is:

Robert C. Prewitt  
4400 Alameda NE, Suite B  
Albuquerque, NM 87113

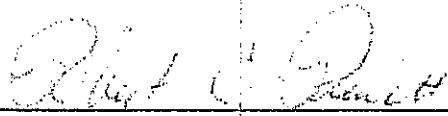
Dated: 6-1, 2001

  
\_\_\_\_\_  
Robert C. Prewitt

4400 Alameda NE, Suite B  
Albuquerque, NM 87113  
505/797-4245

7 5 501  
ACCEPTANCE OF APPOINTMENT AS INITIAL REGISTERED AGENT

The undersigned, being duly sworn, hereby accepts appointment as Registered Agent, pursuant to the New Mexico Nonprofit Corporation Act, for San Antonio Condominiums Homeowners Association, Inc., a New Mexico nonprofit corporation.



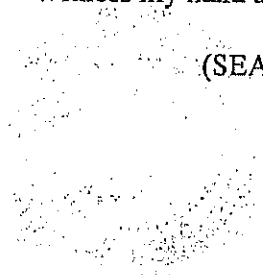

Robert C. Prewitt  
Initial Registered Agent

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

The foregoing Acceptance of Appointment as Initial Registered Agent was subscribed and sworn before me on this 1<sup>st</sup> day of June, 2001 by Robert C. Prewitt, Initial Registered Agent.

Witness my hand and official seal.

(SEAL)

  
  
Notary Public  
My Commission Expires: 10-14-01



# **BYLAWS**

**San Antonio Condominiums  
Homeowners Association, Inc.**

BYLAWS  
OF

SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Applicability. These Bylaws provide for the government of the Condominium Project known as San Antonio Condominiums, a Condominium (referred to herein simply as the "Condominium") pursuant to the requirements of Section 47-7C-6. of the New Mexico Condominium Act ("the Act"). The Property, located in Bernalillo County, New Mexico, and more particularly described in the Declaration, has been submitted to the provisions of the Act by recordation simultaneously herewith of the Declaration in the office of the Bernalillo County Clerk.

Section 2. Compliance. Pursuant to the provisions of Section 47-7C-2 of the Act, every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

Section 3. Office. The office of the Condominium, the Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 4. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration creating this Condominium or, if not defined therein, the meanings specified for such terms in Section 47-7A-3 of the New Mexico Condominium Act.

ARTICLE II

Association

Section 1. Composition. The Association shall be a New Mexico corporation-not-for-profit. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required of or permitted to be performed by the Association, the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Annual Meetings. The annual meetings of the Association shall be held on the 3<sup>rd</sup> Thursday in October of each year but, in the event the Association can not meet on said 3<sup>rd</sup> Thursday, then the annual meeting shall be held not later than seventy-five days before the beginning of the next fiscal year. At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these Bylaws and subject to the provisions of the Declaration.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

- (a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- (b) Upon the termination of the Declarant's control of the Association a special meeting of the Association shall be held at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Unit Owners, including the Declarant, if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors to act in the place and stead of those resigning.

Section 5. Notice of Meetings. The secretary shall mail to each Unit Owner a notice of each meeting of the Unit Owners at least ten (10) but not more than sixty (60) days prior to such meeting, stating the time, place and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes and any proposal to remove a director or officer. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article XI of the Bylaws shall be considered service of notice.

Section 6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time of the original meeting was called.

Section 7. Order of Business. The order of business of all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meetings;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of Board of Directors;
- (f) Reports of committees;
- (g) Election or appointment of inspectors of election (when so required);
- (h) Election of members of the Board of Directors (when so required);
- (i) Unfinished business; and
- (j) New business.

Section 8. Title to Units. Title to a Unit may be taken in the name of one or more persons, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Units in the Condominium in its own name.

Section 9. Membership and Voting. Each Unit Owner is a member of the Association and shall be entitled to one vote. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present then such vote shall be cast only in accordance with the agreement of a majority of them pursuant to Section 47-7C-10 of the Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where a greater number is required by the Act, the Declaration or these Bylaws, the owners of more than fifty (50%) percent of the votes in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No Unit Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors if the Association has perfected a lien against his Unit and the amount necessary to release such lien has not been paid at the time of such meeting or election.

Section 10. Proxies. A vote may be cast in person or by proxy. A proxy may be granted by any Unit Owner in favor of only another Unit Owner, a Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. No proxy shall in any event be valid for a period in excess of one hundred (100) days after the execution thereof.

Section 11. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of twenty percent (20%) or more of the votes in the Association shall constitute a quorum at all meetings of the Association.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

### ARTICLE III

#### Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. During the period of Declarant control the Board of Directors shall consist of such persons as may be designated by the Declarant. Thereafter, the Board of Directors shall be composed of not less than three (3) persons, and not more than five (5) persons, all of whom shall be Unit Owners or Spouses of Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant. The majority of the Board of Directors must be Unit Owners.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations and Architectural Guidelines deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations and Architectural Guidelines shall not be in conflict with the Act, the Declaration, these Bylaws or applicable laws. The Board of Directors shall delegate to one of its members, or to a person employed for such purpose, the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall on behalf of the Association:

- (a) Prepare an annual budget, in which there shall be established the assessments of each Unit Owner for the Common Expense.
- (b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such

assessments from the Unit Owners; and establish the period of the installment payment of the annual assessment for Common Expenses.

- (c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- (e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.
- (f) Make and amend the Rules and Regulations.
- (g) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (h) Make, or contract for the making of, repairs, additions and improvements to or alteration of the Property, and repairs to and restoration of the Property, in accordance with the Act, the Declaration and these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (i) Enforce by legal means the provisions of the Act, the Declaration, these Bylaws, the Rules and Regulations, and the Architectural Guidelines and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.
- (j) Obtain and carry insurance against casualties and liabilities, as provided in Article VI of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.
- (k) Pay the cost of all authorized services rendered to the Association and not billed to Unit Owners of individual Units or otherwise provided for in Article V, Sections 1 and 2 of these Bylaws.

- (l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days at the time and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense. The audited statement for the preceding fiscal year shall be made available to the holder, insurer or guarantor of any first mortgage secured by a Unit upon submission of a written request for it. The audited financial statement is to be available within 120 days of the Association's fiscal year end.
- (m) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding sixty (60) days.
- (n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Elements, provided, however, that the consent of at least eighty (80%) percent of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws and Sections 47-7C-12(A) and (B), shall be required to borrow any sum in excess of Ten Thousand Dollars (\$10,000.00), and/or to convey or subject personal property of the Association or the Common Elements as security for money borrowed or debts incurred. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (n) is not repaid by the Association, a Unit Owner who pays to the creditor such proportion thereof as his Common Expense Interest bears to the total Common Expense Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Unit.
- (o) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association.

- (p) In its sole discretion, designate from time to time certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board of Directors deem appropriate.
- (q) Furnish the statement required by Section 47-7D-9 of the Act, within ten (10) working days after the receipt of a written request therefor from any Unit Owner substantially in the form set forth on Exhibit A to these Bylaws and designated "Resale Certificate".
- (r) Do such other things and acts not inconsistent with the Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do so by a resolution of the Association.

Section 3. Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation established by the Board of Directors.

- (a) Requirements. The Managing Agent shall be a bona fide business enterprise, unaffiliated with the Declarant, which manages common interest residential communities. Such firm shall have a minimum of five (5) years experience in real estate community management. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel expert in the areas of condominium insurance, accounting, labor relations and condominium regulation.
- (b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (n), (o) and (p) of Section 2 of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.
- (c) Standards. The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors,
  - (1) the cash method of accounting shall be employed;
  - (2) Two (2) or more persons shall be responsible for handling cash to maintain adequate financing control procedures;



- (3) cash accounts of the Association shall not be commingled with any other accounts;
- (4) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finders fees, service fees or otherwise; any accounts received shall benefit the Association;
- (5) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- (6) a monthly financial report shall be prepared for the Association disclosing:
  - (i) all income and disbursement activity for the preceding month;
  - (ii) the status of all accounts in an "actual" versus "projected" (budget) format; and
  - (iii) any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or five (5%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts).
- (d) Limitations. Subject to the provisions of Section 47-7C-5 of the Act, during the period when persons designated by the Declarant constitute the Board of Directors, the Board of Directors may employ a Managing Agent for a term not to exceed three (3) years. Nor shall the Association employ a new Managing Agent without thirty (30) days prior written notice to and approval by, all Mortgagees. Any contract with the Managing Agent may not exceed three (3) years and must provide that it may be terminated without any penalty and without cause on no more than ninety (90) days written notice.

Section 4. Election and Term of Office.

- (a) At the first annual meeting of the Association the term of office of one member of the Board of Directors shall be fixed at three (3) years, the term of office of one member of the Board of Directors shall be fixed at two (2) years, and the term of office of one member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each

member of the initial Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

(b) Persons qualified to be members of the Board of Directors may be nominated for election only as follows:

- (1) Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least six (6%) percent of all Units, a statement that the person nominated is willing to serve on the Board of Directors, and a biographical sketch of the nominee. The Secretary shall mail or hand-deliver the submitted items to every Unit Owner along with the notice of such meetings; or
- (2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy of the Board of Directors.

Section 5. Removal or Resignation of Members of the Board of Directors. Except with respect to directors designated by Declarant, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon the disposal of his Unit.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Section or in the preceding Section 5, so long as the Declarant owns ten percent (10%) or more of the aggregate Percentage Interests, (but in no event after the expiration of Declarant's control of the Association) the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 7. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held within seven (7) days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have

been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least one every month during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or facsimile transmission, at least five (5) business days prior to the date of such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) business days notice to each director, given by mail or facsimile transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. As required by Article VI Section 4 (a) hereof, there shall be obtained fidelity bonds in an amount not less than one (1) times the estimated annual operating expenses for the Condominium including reserves, or ten thousand dollars (\$10,000.00), whichever is greater, or in such form and such greater amounts as may be required by Unit owner Mortgagees, for all officers, directors and employees of the Association, including without limitations, the Managing Agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 13. Compensation. No director shall receive any compensation from the Condominium for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Act.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Liability of the Board of Directors, Officers, Unit Owners and Association.

- (a) The officers and members of the Board of Directors shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability of others arising out of any contract made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the officers or Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements solely for virtue of his ownership of a Percentage Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his Percentage Interest. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Percentage Interest.
- (b) Unless resulting from its failure to comply with the Declaration or Bylaws, the Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or the injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from electricity.

water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 17. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested is void or voidable simply because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approved the contract or transaction, or simply because his vote is counted for such purpose, so long as any one or more of the conditions specified in any of the following subparagraphs exists:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to at least a majority of the Unit Owners, and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed. Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if such director were not such director or officer of such Association or not so interested.

Section 18. Covenants and Architectural Review Committees. The Board of Directors may establish a Covenants Committee and/or an Architectural Review Committee, each, consisting of not less than three (3) and not more than five (5) members appointed by the Board of Directors, each to serve for a term of two (2) years, in order to assure that the Condominium shall always be

maintained in a manner:

- (a) providing for visual harmony and soundness or repair;
- (b) avoiding activities deleterious to the esthetic or property values of the Condominium;
- (c) furthering the comfort of the Unit Owners, their guests and tenants; and
- (d) promoting the general welfare of the Condominium community.

(1) Powers. The Covenants Committee and/or the Architectural Review Committee shall regulate the external design, appearance, use and maintenance of the Common Elements and shall review and approve proposed exterior improvements to or upon limited common elements, including Backyards. The Committee(s) shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Act, the Declaration, the Bylaws, the Rules and Regulations, resolutions of the Board of Directors, and/or the Architectural Guidelines (upon petition of any Unit Owner or upon its own motion). Any action, ruling or decision of the Committee(s) may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and a vote of a quorum of the Board of Directors may modify or reverse any such action, ruling or decision.

(2) Authority. The Committee(s) shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Committee(s) of any duties, powers and authority either generally or on a case by case basis by vote of a quorum thereof. The Committee(s) shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations, the Architectural Guidelines or by resolution of the Board of Directors.

## ARTICLE IV

### Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a separate Treasurer, and Secretary, assistant Treasurer and assistant Secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officers may, but need not, be Unit Owners or members of the Board of Directors. Any two or more offices, other than the office of the President, may be held by the same person. All officers shall attend meetings of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of President of the corporation including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of Secretary of the corporation.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer of the corporation.

Section 8. Execution of Documents. The Secretary shall prepare, certify and record amendments to the Declaration on behalf of the Association, which amendments must be executed by the President. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Two Thousand Dollars (\$2,000.00) shall be executed by any two persons designated by the Board of Directors.

Section 9. Compensation of Officers. No officer who is also a director shall receive any compensation from the Association for acting as such officer.

## ARTICLE V

### Operation of the Property

#### Section 1. Determination of Common Expenses and Assessments Against Unit Owners

(a) Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

- (1) On or before the 30th day of September of each year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.



- (2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide for general operating expenses, a working capital reserve fund [to meet unforeseen expenditures or to purchase any additional equipment or services,] as well as a reserve fund for replacements of improvements to the common elements and those limited common elements the Association is obligated to maintain. Within thirty (30) days of the adoption of the proposed budget, the Board of Directors shall send to each Unit Owner a summary of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Association, if ratified pursuant to Section 47-7C-3(c) of the Act. Section 47-7C-3(c) of the Act states that unless at a meeting at which ratification of the budget is considered a majority of all of the Unit owners reject the budget, the budget is ratified, whether or not a quorum is present. The Board shall set the meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after sending the summary.
- (3) Within Sixty (60) days after the creation of Units on any Additional Land by the recordation of an amendment to the Declaration submitting such Units to the Condominium, the Board of Directors shall send to each Unit Owner a copy of the budget revised to reflect the proportionate liability of such Units for Common Expenses for the remainder of the fiscal year in which such Units were added to the Condominium, unless said revised budget has already been given to each Unit Owner. The amount of assessments attributable to each Unit shall thereafter be the amount specified in the adjusted budget, until a new budget shall have been adopted by the Board of Directors.
- (c) Assessments and Payment of Common Expenses. Subject to the provisions of Section 1(a) of Article IX hereof, the total amount of the estimated funds required for the operation of the Property and for reserves set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one twelfth (1/12) of such assessment. Within sixty (60) days after the end of each fiscal year, the Board of Directors

shall supply to all Unit Owners and to each Mortgagee an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems advisable, be credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interest and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than three (3) equal monthly installments, as the Board of Directors may determine.

- (d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital (general operating reserves) to meet unforeseen expenditures or to purchase any additional equipment or services, and reserves for replacement of improvements to the common elements and those limited common elements the Association is obligated to maintain. The working capital reserves shall be initially established by the Declarant with funds equal to two months of estimated assessments for each Unit, said funds shall be transferred to the Association, for deposit to a segregated fund, within sixty (60) days after closing the first Unit in each phase. The reserves for replacement of improvements shall be created from a portion of the monthly assessments paid each month, as set forth in the budget adopted by the Board of Directors and ratified by the Unit Owners and shall be part of the Common Expenses. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interest, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment of all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, such assessment shall be a lien as of the effective date as set forth in the preceding Paragraph (c).

(e) Initial Assessment Payment.

(1) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing sixty (60) days after such election and ending on the last day of the fiscal year in which such election or designation occurs. Assessments shall be levied and become a lien against the Unit, during such period as provided in Paragraph (c) of this Section.

(2) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the time of settlement the assessments (pro-rated) due for the month during which settlement occurred and for the next month. The Declarant will deliver the funds so collected to the Board of Directors.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year or the rejection of a budget by the Unit Owners shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay such monthly installment at the monthly rate established for the previous fiscal year until notice of the new monthly payment which is due shall have been delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund, but shall be held for each Unit Owner in accordance with his Percentage Interest.

Section 2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by a waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, any such purchaser shall be entitled to a statement setting forth the amount of

the unpaid assessments against the selling Unit Owner within ten (10) working days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rated share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for any assessments that were already delinquent before the mortgage was recorded.

Section 3. Collection of Assessments. The Board of Directors or Managing Agent, at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than fifteen (15) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within five (5) days after the date it comes due shall accrue a late charge in the amount of ten percent (10%) of the overdue assessment or installment for each month or portion thereof beyond the due date that such assessment remains unpaid. Assessments shall begin with the conveyance of the 1<sup>st</sup> Unit to a Unit Owner.

Section 4. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for the Common Expenses due from the applicable Unit Owner. The Board of Directors may impose a reasonable charge for the preparation to the extent permitted by the Act.

Section 5. Maintenance, Repair, Replacement and Other Expenses.

- (a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense, provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof. The Board shall also cause the removal of ice and snow from the Common Element roadways within the Condominium.

(b) By the Unit Owner.

- (1) Each Unit Owner shall keep his Unit and the fixtures, equipment, appliances and appurtenances, which are designed and intended solely for the benefit of and to exclusively serve his Unit (whether located in his Unit or not) and are not designed or intended for the benefit, support, service, use or enjoyment of any other Unit, in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.
- (2) The Unit Owner of any Unit to which a patio, driveway, balcony or backyard is appurtenant shall perform the normal maintenance for such patio, driveway, balcony or backyard including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make (or reimburse the Association, at the Association's preference) all repairs thereto caused or permitted by his negligence, misuse or neglect. In the case of backyards, the Unit Owner shall water and maintain his backyard in accordance with any Rules and Regulations and Architectural Guidelines promulgated by the Board of Directors. All structural repair or replacement shall be made by the Board of Directors as a Common Expense, as provided in subsection (a) above.
- (3) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

- (c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 6. Additions, Alterations or Improvements by the Board of Directors. Except during the period of Declarant control, whenever in the judgment of the Board of Directors additions, alterations or improvements (not including necessary or routine replacements and/or repairs) costing in excess of Ten Thousand Dollars (\$10,000.00) during any period of six months are required, the making of such additions, alterations or improvements shall be approved by a majority of the Unit Owners, and the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than Ten Thousand Dollars (\$10,000.00) during any period of six (6) consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint, or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors, or the Architectural Control Committee, if one has been formed. The Board of Directors (or Architectural Control Committee) shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent to the alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement, or to any person having claim for injury or damage to property arising therefrom. The provisions of this Section 7 shall not apply to Units owned by the Declarant until deeds of conveyance of such Units have been recorded; provided, however, that Declarant's construction of alterations shall be architecturally compatible with the existing Units. The Declarant shall have the right to make such alterations without the consent of the Board of Directors and the Board of Directors shall execute any such application required.

Section 8. Restrictions on Use of Units: Rules and Regulations.

(a) Each Unit and the Common Elements shall be occupied and used as follows:

- (1) No unit shall be used for other than residential purposes. Garages may not be converted into living spaces. The Board of Directors may permit reasonable home based business uses of a Unit from time to time. Nothing in these by-laws shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for closing of sales of Units.
- (2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.
- (3) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.
- (4) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner store anything upon any of the Common Elements (except those areas designated for such storage by the Board of Directors) without the approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated or assigned by the Board of Directors. Nothing shall be altered or constructed on or removed from the Common Elements except upon the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.

- (5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units.
- (6) No Unit shall be rented for less than a thirty day term. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Act, the Declaration, the Rules and Regulations and these Bylaws, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners but neither the Board of Directors, the Managing Agent nor the Declarant shall be liable for any loss or damages arising out of the use of such standard form of lease. Each Unit Owner shall promptly, following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Declarant, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.
- (7) No trailers, campers, recreational vehicles or boats may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.
- (8) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of an animal assistive of a disabled person and the keeping of small, orderly domestic pets (e.g., dogs, cats, caged birds or reptiles and fish) not to exceed one per Unit (or in the case of reptiles and fish, a reasonable number) without the approval of the Board of Directors, is permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such assistive animals and pets are not kept or maintained for commercial purposed or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the Common elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps and maintains any pet upon any portion of the Property shall be deemed to have agreed to indemnify and hold the Condominium,



each Unit Owner and the Declarant free and harmless for any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

- (9) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in or from any Unit or Common Element without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.
- (b) Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 9. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 47-7C-7 of the Act and Paragraph 8 of the Declaration, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective power and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services to the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any mortgage; provided, however, that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 10. Utility Charges. The cost of water, sewer and refuse serving the Common Elements shall be a Common Expense. Water and sanitary sewer services for each Unit Owners' individual Unit shall be separately submetered. The Association shall receive and pay one common monthly invoice for all submeters and shall collect from each Unit Owner the individual charges attributed to his usage on a monthly basis. Notwithstanding the foregoing, the Association may collect estimated utility charges monthly so long as it reconciles said estimates with the actual utility

charges at least once a year. Utility charges shall be a lien against the Condominium Unit of each Unit Owner as provided in Article IX.

Section 11. Parking Spaces. The use of all parking spaces, except garages and their respective driveways, designated as such on the Plats and Plans, may be regulate in accordance with Rules and Regulations promulgated by the Board of Directors. The cost of maintenance and repair of the parking areas shall be a common expense.

Section 12. Use of Common Elements. No Unit Owner shall place or cause or permit to be placed on or in the Common Elements (other than in the areas designated as storage areas) any furniture, packages or objects of any kind without the prior written consent of the Board of Directors, or if there are Rules and Regulations covering such use of the Common Elements, without complying with such Rules and Regulations.

## ARTICLE VI

### Insurance

#### Section 1. Authority to Purchase.

- (a) Except as otherwise provided in Section 5 of this Article VI, all insurance policies relating to the Property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for the failure to obtain any coverages required by this Article VI or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at a demonstrably unreasonable cost.
- (b) Each such policy shall provide that:
  - (1) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, guests and in the case of the Unit Owners, the members of their households;
  - (2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Unit Owner (including his invitees, agents and employees) or of any member, (acting within the scope of his authority for the Association) officer or employee of the Board of

Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect within thirty (30) days after such demand.

- (3) Such policy may not be canceled or substantially modified (including cancellation for the nonpayment of premium) without at least thirty (30) days' prior written notice to the Board of Directors and the Managing agent and, in the case of physical damage insurance, to all Mortgagees.
- (c) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.
- (d) All policies of insurance shall be written by reputable companies licensed to do business in the State of New Mexico. Physical damage policies shall be in form and substance acceptable to the Mortgagees.

Section 2. Physical Damage Insurance.

- (a) The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, insuring the entire Property (including all of the Units but not including furniture, wall coverings, the drywalls, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, floor coverings, dishwashers, refrigerators, washing machines, dryers, furnishings or other personal property whether supplied or installed by Unit Owner in the Unit or appurtenant thereto or initially installed by the Declarant), and covering the interests of the Association, the Board of Directors and all Unit Owners and their Mortgagees, as their interest may appear, (subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors contained in Sections 6 and 7 of this Article VI), in an amount equal to one hundred percent (100%) of the then current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide:

- (1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so and, in such event, that the insurer shall pay on the basis of the agreed amount endorsement as though a total loss had occurred;
- (2) The following endorsements (or equivalent): (i) "contingent liability from operation of building laws or codes;" (ii) "increased cost of construction" or "Condominium replacement cost;" and (iii) "agreed amount" or elimination of co-insurance clause; and
- (3) That any "no insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or the Mortgagees unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting at least twenty (20) days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the Property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 2. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or

incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

- (a) adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including any Managing Agent. Such fidelity bonds shall: (1) name the Association as an obligee; (2) be written in an amount not less than one (1) times the estimated annual operation expenses of the Condominium, including reserves; and (3) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;
- (b) if required by any governmental or quasi governmental agency including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;
- (c) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and
- (d) such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Unit Owners.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his own Unit (as defined in the Declaration) and for his own benefit and to obtain insurance coverage upon his personal property including furniture, wall coverings, the drywalls, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, floor coverings, dishwashers, refrigerators, washing machines, dryers, furnishings or other personal property (whether supplied or installed in the Unit, or appurtenant thereto, by the Unit Owner or initially installed by the Declarant), and for his personal liability as well as upon any improvements made by the Unit Owner to his Unit normally called "tenants improvements and

betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board of Directors or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with insurance coverage obtained by a Unit Owner. The Declarant, the Association, the Board of Directors and the Managing Agent shall not pay or reimburse any Unit Owner for any "deductible" amount contained in the insurance policy of any Unit Owner. All such policies shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies except as provided in this Section 5.

Section 6. Proceeds. All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Unit Owners, their Mortgagees and the Declarant, as their interests may appear. All such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article VII.

Section 7. Board of Directors as Agents. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

## ARTICLE VII

### Repair and Reconstruction After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the buildings (including any damaged Units, but not including any furniture, furnishings, the drywalls, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom plumbing fixtures, cabinets, wall coverings, floor coverings, dishwashers, refrigerators, washing machines, dryers, equipment or other personal property whether supplied or installed by the Unit Owner in the Unit or initially installed by Declarant). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to any building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units, but not including any furniture, furnishings, the drywalls, hot water heaters, heating and cooling equipment, ranges, kitchen and bathroom

plumbing fixtures, cabinets, wall coverings, floor coverings, dishwashers, refrigerators, washing machines, dryers, equipment or other personal property whether supplied or installed by the Unit Owner in the Unit or initially installed by Declarant) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

- (b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if, upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment therefor shall be levied.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property.

Section 3. Disbursements of Construction Funds.

- (a) Construction Funds and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
  - (1) If the estimated cost of reconstruction and repair is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.
  - (2) If the estimated costs of reconstruction and repair is Fifty Thousand Dollars (\$50,000.00) or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in New Mexico and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, material men, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (i) The sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished;

(ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

- (b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Common Expense Liability and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.
- (c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.
- (d) Certificates. The Board of Directors shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (1) whether the damaged Property is required to be reconstructed and repaired; (2) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be disbursed are less than the assessments paid by the Unit Owners; and (3) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors promptly after request.

Section 4. When Reconstruction is Not Required. In the event of insubstantial damage to the Common Elements and if the Board of Directors shall elect not to repair the same then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Ownership Interest in Common Elements. If the Condominium shall be terminated pursuant to Section 47-7B-18 of the Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors among all Unit Owners in proportion of their respective interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.



## ARTICLE VIII

### Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the Note and Mortgage with the Board of Directors.

Section 2. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses for a period exceeding sixty (60) days, or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit. Each Mortgagee shall also be promptly notified of any lapse, cancellation or material modification of any insurance policy maintained by the Association, any casualty giving rise to a possible claim under any insurance purchased by the Association under Article VI, of all actions taken under Article VII and of any taking in condemnation or by eminent domain and actions of the Association with respect thereto. For purposes of this Section only, when notice is to be given to a Mortgagee, the Board of Directors shall give such notice to the Mortgagee and to the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal Home Administration, the Farmer's Home Administration, the Federal National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages of Units in the Condominium, but only to the extent that the Board of Directors has written notice of such Mortgage and/or such participation and a request for such notice stating both the entity's name and address and the name, address and Unit number(s) or address of the Unit(s) on which it has (or insures or guarantees) the Mortgage(s).

Section 3. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all Mortgagees thirty (30) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, propose to partially amend the Bylaws.

Section 4. Mortgagees' Approvals. Unless all mortgagees shall have given their prior written approval, neither the Association nor any Unit Owner shall:

- (a) Change the Percentage Interest or obligations of any Unit.
- (b) By act or omission withdraw the submission of the Property to the Act, except as provided by the Act, the Declaration or these Bylaws.

Section 5. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Association and shall have the right to speak thereat. All such Mortgagees shall have the right to examine the books and records of the Condominium, and to require the submission of annual financial reports and other budgetary information.

## ARTICLE IX

### Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Act, the Declaration, these Bylaws and any Rules and Regulations and Guidelines promulgated by the Board of Directors, as any of the same may be amended from time to time. In addition to the remedies provided in Section 47-7C-16 of the Act, a default by a Unit Owner shall entitle the Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

- (a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances.
- (b) Costs and Attorney's Fees. In any proceeding arising out of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceedings and such reasonable attorney's fees as may be determined by the court.
- (c) No Waiver of Rights. The failure of the Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration and these Bylaws shall not constitute a waiver of the right of the Association, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Act, the Declaration and these Bylaws shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Act, the Declaration and these Bylaws or at law or in equity.
- (d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of thirty (30) days, the principal amount unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the date until paid.

- (e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Regulations adopted by the Board of Directors, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

(1) To enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(2) Impose reasonable sanctions after notice and a hearing including, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest or invitee of an Owner violates the Declaration, the By-Laws, and/or any Rules and Regulations and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of Directors);

(b) suspending an Owner's right to vote;

(c) suspending any person's right to use any facilities within the Common Elements; provided, however, nothing herein shall authorize the Board of Directors to limit ingress, or egress to or from a Unit;

(3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

- (f) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all

of which relief may be sought by the Association, the Board of Directors, the Managing Agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

Section 2. Lien for Assessments.

- (a) The total annual assessment of each Unit Owner for Common Expenses, any special assessments and any other charges, late fees, fines and interest (collectively referred to as "assessments") assessed pursuant to these Bylaws is hereby declared to be a lien levied against the Condominium Unit of such Unit Owner as provided in Section 47-7C-16 of the Act, which lien shall, with respect to annual assessment, be effective on the first day of each fiscal year of the Condominium, as to special assessments, on the first day of the next month which begins more than fifteen (15) days after delivery to the Unit Owner of notice of such special assessment and, as to any other charges, late fees, fines and interest assessed from the time they become due. The Board of Directors or the Managing Agent may file or record such other or further notice of any such lien, or such other or further document, to confirm the establishment and priority of such lien. Such lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish any lien for any unpaid assessments incurred after the mortgage was recorded that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.
- (b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.
- (c) The lien for assessment may be enforced and foreclosed in the manner provided by the laws of the State of New Mexico by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the State of New Mexico.

- (d) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these Bylaws or the Act, all of the Unit Owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby.

Section 4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received and recorded before any delinquent assessment is due; provided, also, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any transfer in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

## ARTICLE X

### Amendments to Bylaws

Section 1. Amendments. These Bylaws may not be modified or amended except by vote of sixty-seven percent (67%) of the votes of the Association. Provided, however, that until the termination of Declarant's control of the Association (a) Section 2 of Article II, (b) Section 9 of Article II, (c) Section 1 of Article III, and (d) Section 1 of this Article X may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be a Unit Owner of Units representing ten (10%) percent or more of the units which may be created in the Condominium.

Section 2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

## ARTICLE XI

### Miscellaneous

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (b) if to the Association, the Board of Directors or to the Managing Agent, or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who has so designated an address in writing to the Secretary shall be entitled to receive all notices hereunder. Each Unit Owner shall promptly notify the Board of Directors of any change in ownership of his Unit by forwarding a conformed copy of the document of conveyance of title to the Board of Directors.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4. Records. The Association shall maintain current copies of the Articles of Incorporation, the Declaration, Bylaws and any rules and regulations adopted by the corporation available for inspection by any Unit Owner and any holders, guarantor or insurer of a mortgage of any Unit in the Condominium during normal business hours.

Section 5. Books of Account. The books of account referred to in Article III Section 2 (1) are to be available for inspection by holders, insurers and guarantors of mortgages secured by Units during normal business hours. The audit referred to therein shall also be made available to the above persons upon written request.

Section 6. Condemnation or Liquidation. In the event of the condemnation or liquidation of all or any portion of the Condominium, the Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements. All proceeds from any award related to the condemnation or liquidation shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders to be distributed as their interests may appear.

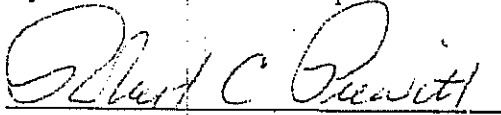
Section 7. Declarant's Responsibility. Declarant shall pay any assessments for deferred maintenance, reserves for replacements, capital improvements or special assessments on Units owned by it until the period of Declarant control terminates under paragraph "11" of the Declaration.

Section 8. Rights and Duties. Unit Owners, including the Declarant, are subject to all the rights and duties assigned to Unit Owners under the terms of these Bylaws, with regard to the Unit(s) they own.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed and attested on behalf of the Association, this 1<sup>st</sup> day of June, 2001.

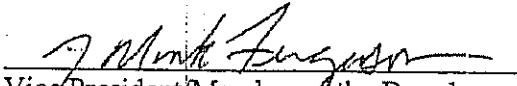
SAN ANTONIO CONDOMINIUMS  
HOMEOWNERS ASSOCIATION, INC.

By its Initial Directors/Corporate Officers



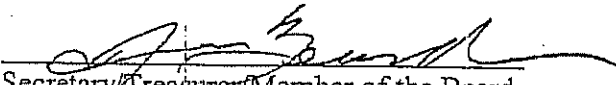
President/Chairman of the Board

Robert C. Prewitt



Vice President/Member of the Board

J. Mark Ferguson



Secretary/Treasurer/Member of the Board

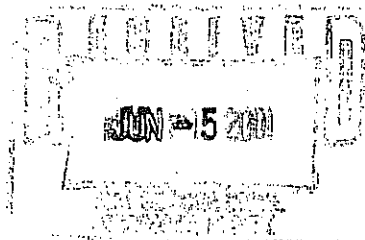
Jesse Bearden

STATE OF NEW MEXICO )  
                                  )SS.  
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 1<sup>st</sup> day of June, 2001, by Robert C. Prewitt, President/Chairman of the Board; J. Mark Ferguson, Vice President/Member of the Board; and Jesse Bearden, Secretary/Treasurer/Member of the Board, as the Initial Directors/Corporate Officers of San Antonio Condominium Homeowners Association, Inc., a New Mexico nonprofit corporation, on behalf of said corporation.



Kathryn Chavez Elwell  
Notary Public





# CERTIFICATE

TO: \_\_\_\_\_

FROM: \_\_\_\_\_ Condominium Association, Inc. ("Association")

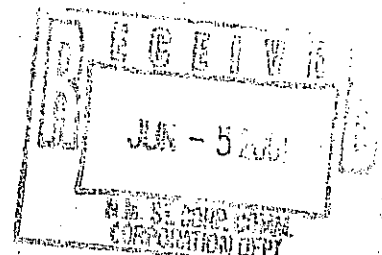
Re: Condominium Unit No. \_\_\_\_\_, \_\_\_\_\_ condominium,  
Albuquerque, New Mexico

Pursuant to Section 47-7D-9 of the New Mexico Condominium Act, we hereby certify that as of the date hereon:

- A. The Condominium Instruments do not create any rights of first refusal or other restraint on free alterability of any of the Condominium Units.
- B. The status of assessments with respect to the Condominium Unit is listed below. There are no other fees payable by Unit Owners.

Monthly common expense assessment	_____	\$ _____
Assessments in arrears	_____	\$ _____
TOTAL DUE		\$ _____

- C. The following, if any, is a list of all capital expenditures anticipated by the Association for the current and succeeding two fiscal years:
- D. As of the date of this Certificate, there is an outstanding balance in the reserve for capital expenditures of approximately \$ \_\_\_\_\_. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:
- E. Attached to this Certificate is a copy of the most recently prepared balance sheet and income and expense statement of the Association for the year ended \_\_\_\_\_, 19\_\_\_\_, the last fiscal year for which such statement is available. Also attached is the current operating budget of the Association.



F. There are no unsatisfied judgments against the Association nor any pending suits in which the Association is a party except as follows:

G. The Association holds hazard, property damage and liability insurance policies as required by the Bylaws. It is suggested that each Unit Owner obtain his own insurance covering property damage to his Unit (not covered by the Association policy) and personal property contained therein as well as insurance covering personal liability. You are urged to consult with your insurance agent.

The information contained in this Resale Certificate, issued pursuant to Section 47-7D-9 of the New Mexico Condominium Act, based on the best knowledge and belief of the Association, is current as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[name of condominium]

By: \_\_\_\_\_  
Officer

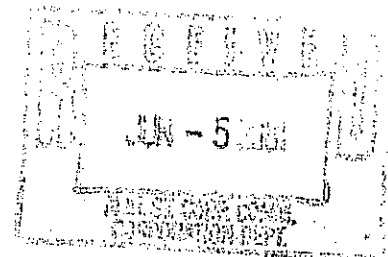
I hereby acknowledge that I received this Resale Certificate for Condominium No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Unit Owner

I hereby acknowledge that I have received and read the information contained in this Resale Certificate for Condominium No. \_\_\_\_\_ on this \_\_\_\_\_ day of January, 2000.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser



# **CONDOMINIUM DECLARATION**

**San Antonio Condominiums  
Homeowners Association, Inc.**

**CONDOMINIUM DECLARATION**  
**FOR**  
**San Antonio Condominiums, a Condominium**

D. R. Horton, Inc. ("the Declarant"), owner of the real property in Bernalillo County, New Mexico described in Exhibit "A" attached hereto ("the Property"), hereby makes this Declaration ("Declaration") in order to create with respect to the Property a Condominium to be known as San Antonio Condominiums, a Condominium ("Condominium") under the New Mexico Condominium Act ("the Act").

1. SUBMISSION OF LAND TO THE ACT. The Property, together with the improvements constructed thereon, is hereby submitted to the provisions of the Act.

2. DEFINITIONS. Terms not otherwise defined herein or in the Plat ("the Plat"), the Plans ("the Plan"), or the Bylaws of the unit owners' association ("Bylaws") have the meanings specified in Section 47-7A-3 of the Act. The unit owners' association shall be known as San Antonio Condominiums Homeowners Association, Inc. ("Association").

3. BUILDINGS AND UNITS.

A. Buildings. The location of the buildings on the Property are shown on the Plat attached hereto as Exhibit "B".

B. Units. The location and dimensions of Units within the buildings on the Property is shown on the Plans attached hereto as Exhibit "C". Attached as Exhibit "D" hereto is a list of all Units, their identifying numbers, size (all as shown more fully on the Plat and the Plans), and the undivided percentage interest of each Unit Owner in the Common Elements and Common Expenses ("Percentage Interest") appurtenant to each Unit. The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat and Plans. The locations of the Common Elements to which each Unit has direct access are shown on the Plat and the Plans. Each Unit shall be allotted one vote in the Association.

C. Unit Boundaries. Each Unit consists of the space within the following boundaries.

1) Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries of the Unit or of a stairwell within the Unit:

a) Upper Boundaries. The horizontal plane of the under surface of the roof rafters.

b) Lower Boundaries. The horizontal plane of the upper surfaces of the floor concrete slab or floor decking.

2) Perimetrical (Vertical) Boundaries. The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower

boundaries: The vertical planes adjacent to and which include the inner surface of the wall framing of the area separation (interior) and exterior walls of the building bounding a Unit (and in the case of each Unit which has a stairwell serving it only, such boundaries shall also include the vertical planes adjacent to and which include the inner surface of the wall framing of the walls bounding such stairwell). The perimetrical boundaries include projections from the above described vertical planes that encompass the exterior surfaces of the doors and windows (including frames and hardware).

3) Garage. Each Unit includes a garage as described on the Plans. The boundaries of a garage are described in the same manner as the boundaries of the Unit, except that the upper boundary is the lower surface of the C channel to which the ceiling drywall is attached.

D. Maintenance Responsibilities. Notwithstanding the ownership of various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owners and the Association.

E. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will not be permitted.

F. Limited Common Elements. The patio or balcony, backyard (if applicable), air conditioner compressor pads, refuge receptacle areas appurtenant to each Unit and the driveway in front of each Unit's garage are Limited Common Elements for the exclusive use of the owner of that Unit.

4. DESIGNATION OF RESERVED COMMON ELEMENTS. The Board of Directors shall have the power in their discretion to designate from time to time certain Common Elements as "Reserved Common Elements" and grant reserved rights to any or less than all of the Unit Owners and establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

5. UNIT USE. No Unit shall be used for other than housing and the related common purposes for which the Property was designated.

6. RESERVATION OF USE BY DECLARANT. All Units shall be subject to the statutory right in favor of Declarant provided in Section 47-7B-15 of the Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices, or sales offices as owner or lessee. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office, or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

7. UNIT OWNERS' EASEMENTS. Each Unit Owner is hereby granted a non-exclusive easement in common with each other Unit Owner appurtenant to each Unit for ingress and egress

through all Common Elements, subject to such reasonable rules, regulations, and restrictions as may be imposed by the Association.

8. ACCESS. Declarant reserves in favor of Declarant and any managing agent or other person authorized by the Board of Directors a right of access to any Unit as provided in Section 47-7C-7 of the Act and Article V, Section 9 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

9. DECLARANT'S RIGHT TO LEASE. Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units retained by Declarant and not sold to any purchaser.

10. RESERVED DEVELOPMENT RIGHTS.

A. Additional Land. Declarant hereby expressly reserves the rights, until the seventh anniversary of the recordation hereof, to add all of the balance of the land shown on the plat for San Antonio Condominiums, being a replat of North Albuquerque Acres, Tract A, Unit A, Block 20, Lots 6-10 and Lots 23-27, together with Parcel "B", within the Elena Gallegos Grant projected Section 24, T11N, R3E, NMPM ("Additional Land") to the Condominium and to create upon such Additional Land up to one hundred and fifty-eight (158) additional units in accordance with Section 47-7B-10 of the Act without the consent of any Unit Owner or mortgagee. This development right may be exercised with respect to different portions of the Additional Land at different times. No assurance is given as to the boundaries of any of the Additional Land with respect to which the Declarant may exercise its development rights nor the order in which any portion may be subject to the exercise of such right. If the development right is exercised as to any portion, the development right is not required to be exercised with respect to any other portion. Should Declarant exercise the right to add additional Units to the Condominium, the Percentage Interest of each Unit may be computed on the basis of size as specified in Paragraph 3B above or may be uniform, but in any event each Unit shall be allocated one vote in the Association. Since the total Percentage Interest of the Condominium shall always equal 100%, the total Percentage Interest allocated to Units listed in Exhibit "D" will be readjusted accordingly.

B. Declarant's Easement. Whether or not Declarant exercises the right under subparagraph A above, Declarant does hereby reserve the right of way for ingress and egress over the Property to and from the Additional Land and a right to connect with, make use of, and maintain, repair, and replace utility and drainage lines within the Property and to grant such easements for roadways and utilities as may be necessary to complete the development or improvement of the Additional Land.

C. Exercise of Development Right. If the development right is exercised as to any portion of the Additional Land, the date the amendment to this Declaration is filed pursuant to Section 47-7B-10A shall be the effective date for granting voting rights and for assigning assessments to the additional units. All future improvements on the Additional Land will be consistent with the initial improvements in terms of quality of construction.

11. PERIOD OF DECLARANT CONTROL. Until no later than the earlier of (a) four months after 75% of the Units (including those to be constructed on the Additional Land) have been conveyed to Unit Owners or (b) five years after the first Unit is conveyed to a Unit Owner, the Declarant may appoint and remove the officers and members of the Board of Directors of the Association, subject to the limitations in Section 47-7C-3 of the Act.

12. RIGHTS OF SECURED LENDERS.

A. Priority. Except as specifically provided in the Act, this Declaration, and the Bylaws, no provisions therein shall be construed to grant to any Unit Owner, or to any other person, any priority over any rights of mortgagees.

B. Restrictions.

1) No material provisions in this Declaration or the Bylaws of the Association may be amended without approval of 51% of the holders of mortgages secured by Units. Implied approval may be assumed if a mortgagee fails to submit a response to a written proposal for an amendment within 30 days after the proposal is made. A change to any of the following would be considered as material:

- voting rights;
- increases in assessments that raise the previous assessed amount by more than 25%, assessment liens, or subordination of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of boundaries of any Unit or the exclusive easement rights appertaining thereto;
- convertibility of Units into common areas or vice versa;
- expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property;
- insurance or fidelity bonds;
- imposition of any restrictions on the leasing of Units;

- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- a decision by the Owners' Association to establish self-management when professional management had been required previously by an eligible mortgage holder;
- restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

2) Termination of the legal status of the Property for reasons other than substantial destruction or condemnation shall not be effective without the approval of 67% of the holders of mortgages secured by Units.

13. AMENDMENT. Subject to the provisions of paragraph 12 above, this Declaration may be amended only by a vote of agreement of Unit Owners or Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

14. TAXATION. Each Unit and its percentage of undivided interest in the Common Elements shall be deemed to be a parcel subject to separate assessment and taxation.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 13 day of July, 2001.

D. R. Horton, Inc.

By: J. Mark Ferguson

Its: Division President



STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me on this 13 day of July,  
2001 by J. Mark Ferguson, Division President of D. R. Horton, Inc., a Delaware  
corporation, on behalf of said corporation.

My Commission Expires:

Kathryn Chavez-Ellwell  
Notary Public Q

10-14-01

# **PLANT LIST**

**San Antonio Condominiums  
Homeowners Association, Inc.**

# 1998 Albuquerque Plant List

Draft 12/29/97

Scientific Name	Common Name	Appx. Height	Appx. Spread	Deciduous or Evergreen	Light Exposure	Water Use	Xeriscape Rebate Allowance	Allergenic Potential
<b>Desert Accents and Succulents</b>								
Agave lechuguilla	Lechuguilla	12"	60"	Evergreen	Full Sun	L	25	Low
Agave parryi	Parry's Agave	30"	30"	Evergreen	Full Sun	L	12	Low
Dasyliirion wheeleri	Sotol / Desert Spoon	60"	48"	Evergreen	Sun/shade	L	20	Low
Echinocereus spp.	Hedgehog Cactus	24"	36"	Evergreen	Sun	L	15	Low
Fouquieria splendens	Ocotillo	96"	60"	Deciduous	Full Sun	L	25	Low
Hesperaloe funifera	Hesperaloe	72"	60"	Evergreen	Sun/shade	M	25	Low
Hesperaloe parviflora	Red-flowering Yucca	36"	36"	Evergreen	Sun/shade	M	15	Low
Nolina microcarpa	Beargrass	60"	72"	Evergreen	Sun/shade	L	30	Low
Nolina texana	Beargrass	48"	60"	Evergreen	Sun/shade	L	25	Low
Opuntia clavata	Club / Dagger-spine Cholla	4"	36"	Evergreen	Full Sun	L	15	Low
Opuntia imbricata	Walkingstick Cholla	96"	72"	Evergreen	Full Sun	L	30	Low
Opuntia leptocaulis	Desert Christmas Cholla	72"	96"	Evergreen	Full Sun	L	18	Low
Opuntia spp.	Prickly Pear Cactus	varies	varies	Evergreen	Full Sun	L	30	Low
Yucca baccata	Datil / Banana Yucca	48"	60"	Evergreen	Full Sun	L	25	Low
Yucca brevifolia	Joshua Tree	120"	120"	Evergreen	Full Sun	L+	25	Low
Yucca elata	Soaptree Yucca	180"	60"	Evergreen	Full Sun	L	25	Low
Yucca faxoniana	Palm Yucca	180"	72"	Evergreen	Full Sun	L	30	Low
Yucca filamentosa	Adam's Needle Yucca	36"	36"	Evergreen	Sun/shade	L+	15	Low
Yucca glauca	Soapweed	36"	36"	Evergreen	Full Sun	L	15	Low
Yucca pendula	Soft leaf yucca	36"	24"	Evergreen	Full Sun	L+	8	Low
<b>Flowering Bulbs</b>								
Crocus spp	Crocus	6"	6"	Deciduous	Sun/shade	M	2	Low
Hyacinthus orientalis	Hyacinth	12"	12"	Deciduous	Full Sun	M	2	Low
Lycoris squamigera	Pink Amaryllis	12"	18"	Deciduous	Sun/shade	M	2	Low
Narcissus spp	Daffodil	12"	12"	Deciduous	Sun/shade	M	2	Low
Tulipa spp	Tulips	14"	8"	Deciduous	Sun/shade	M	2	Low
<b>Flowers and Flowering Groundcovers</b>								
Abronia sp.	Sand Verbena	24"	24"	Deciduous	Full Sun	L	8	Low
Achillea ageratifolia	Greek Yarrow	6"	12"	Evergreen	Sun/shade	L	4	Low
Achillea millefolium	Yarrow	24"	24"	Evergreen	Sun/shade	M	8	Low
Achillea taygetea	Moonshine Yarrow	18"	18"	Evergreen	Sun/shade	M	8	Low
Aethionema cordifolium	Persian Rockcress	6"	12"	Evergreen	Full Sun	L	4	Low
Agastache cana	Giant Hyssop	24"	24"	Deciduous	Full Sun	M	8	Low
Agastache rupestris	Licorice Mint Hyssop	24"	24"	Deciduous	Full Sun	M	8	Low
Alcea rosea	Hollyhock	60"	18"	Deciduous	Full Sun	M	8	Low
Aloinopsis spathulata	Hardy Living Stones	1"	6"	Evergreen	Full Sun	L	2	Low
Amsonia arnaria	Sand Stars	24"	24"	Deciduous	Full Sun	L	8	Low
Anacyclus depressus	Mat Daisy	6"	12"	Evergreen	Sun/shade	L	2	Low
Anemopsis californica	Yerba de Mansa	18"	18"	Evergreen	Sun/shade	M	8	Low
Antennaria rosea	Pussytoes	6"	12"	Evergreen	Sun/shade	L	4	Low
Anthemis tinctoria	Golden Marguerite	24"	24"	Deciduous	Full Sun	M	8	Low
Arabis alpina	Mountain Rockcress	6"	6"	Evergreen	Full Sun	M	2	Low
Argemone squarrosa	Prickly Poppy	36"	24"	Deciduous	Sun/shade	L	8	Low
Armeria maritima	Thrift	12"	12"	Evergreen	Full Sun	M	2	Low
Artemisia abrotanum	Southernwood	36"	36"	Deciduous	Sun/shade	M	12	Low
Artemisia frigida	Fringed Sage	18"	18"	Deciduous	Full Sun	L	6	Low
Artemisia ludoviciana	Prairie Sage	18"	30"	Evergreen	Full Sun	L+	16	Low
Artemisia pontica	Roman Wormwood	48"	48"	Deciduous	Full Sun	M	24	Low
Artemisia stelleriana	Beach Wormwood	12"	24"	Deciduous	Sun/shade	M	8	Low
Asclepias tuberosa	Butterflyweed	30"	30"	Deciduous	Full Sun	L	16	Low
Aster novae-angliae	Aster	48"	24"	Deciduous	Full Sun	H	0	Low
Berlandiera lyrata	Chocolate Flower	16"	16"	Deciduous	Full Sun	L	3	Moderate

Shaded rows indicate plants regulated for water conservation, call 768-3650.

\* Pollen restrictions may apply, call 768-2600.

# 1998 Albuquerque Plant List

Draft 12/29/97

Scientific Name	Common Name	Appx. Height	Appx. Spread	Deciduous or Evergreen	Light Exposure	Water Use	Xeriscape Rebate Allowance	Allergenic Potential
Callirhoe involucrata	Poppy Mallow, Winecups	24"	24"	Deciduous	Full Sun	L+	8	Low
Calylophus species	Sundrops	18"	18"	Deciduous	Full Sun	L	6	Low
Campanula carpatica	Carpathian Harebells	8"	24"	Deciduous	Shade/sun	H	0	Low
Campanula rotundifolia	Harebells	18"	24"	Deciduous	Shade/sun	H	0	Low
Castilleja spp.	Indian Paintbrush	24"	12"	Deciduous	Sun/shade	M	2	Low
Centaurea cineraria	Dusty Miller	24"	24"	Evergreen	Full Sun	L+	8	Low
Centaurea dealbata	Persian Cornflower	18"	18"	Deciduous	Full Sun	M	6	Low
Centranthus ruber	Red Valerian	36"	36"	Deciduous	Sun/shade	M	12	Low
Cerastium tomentosum	Snow in Summer	8"	24"	Evergreen	Full Sun	M	8	Low
Ceratostigma plumbaginoides	Dwarf Plumbago	12"	24"	Deciduous	Shade/sun	M	8	Low
Chasmatophyllum musculinum	Hardy Tiger Jaws	1"	10"	Evergreen	Full Sun	L	2	Low
Chrysanthemum maximum	Shasta Daisy	48"	24"	Deciduous	Full Sun	H	0	Low
Chrysanthemum x morifolium	Chrysanthemum	36"	36"	Deciduous	Full Sun	H	0	Low
Chrysopsis villosa	Golden Aster	18"	18"	Deciduous	Full Sun	L	6	Low
Clarkia unguiculata	Clarkia, annual	36"	24"	Deciduous	Full Sun	H	0	Low
Colchicum autumnali	Autumn Crocus	6"	6"	Deciduous	Full Sun	M	2	Low
Cooperia drummondii	Rain Lily	10"	10"	Deciduous	Full Sun	L+	2	Low
Consolida ambigua	Larkspur, annual	60"	24"	Deciduous	Full Sun	H	0	Low
Coreopsis lanceolata	Coreopsis	36"	24"	Deciduous	Full Sun	M	8	Low
Coreopsis verticillata	Threadleaf Coreopsis	24"	24"	Deciduous	Full Sun	M	8	Low
Datura meteloides	Sacred Datura	24"	96"	Deciduous	Full Sun	L	24	Low
Delosperma aberdeenense	Tufted Iceplant	1"	8"	Evergreen	Full Sun	L	2	Low
Delosperma cooperi	Purple Iceplant	6"	18"	Deciduous	Full Sun	L	6	Low
Delosperma nubigenum	Yellow Iceplant	3"	18"	Evergreen	Full Sun	L	6	Low
Delosperma sphalmanthoides	Tufted Iceplant	1"	8"	Evergreen	Full Sun	L	2	Low
Dianthus barbatus	Sweet William, biennial	10"	10"	Deciduous	Sun/shade	M	2	Low
Dianthus deltoideus	Maiden Pink	12"	12"	Deciduous	Sun/shade	M	2	Low
Dicentra spectabilis	Bleeding Heart	24"	24"	Deciduous	Shade/sun	H	0	Low
Dictamnus spp.	Gas Plant	48"	48"	Deciduous	Sun/shade	M	20	Low
Dimorphotheca sinuata	African Daisy	12"	12"	Deciduous	Full Sun	M	2	Low
Dyssodia acerosa	Wild Marigold	8"	8"	Deciduous	Full Sun	L	2	Low
Echinacea purpurea	Purple Coneflower	60"	24"	Deciduous	Full Sun	M	8	Low
Echinops species	Globe Thistle	48"	48"	Deciduous	Full Sun	M	20	Low
Erigeron spp.	Fleabane Daisy	12"	18"	Deciduous	Full Sun	M	6	Low
Eriogonum umbellatum	Sulphur Flower	18"	18"	Evergreen	Full Sun	L	6	Low
Erysimum hieraciifolium	Siberian Wallflower	18"	18"	Evergreen	Full Sun	M	6	Low
Erysimum linifolium	Wallflower Bowles' Mauve	24"	30"	Evergreen	Full Sun	M	12	Low
Euphorbia amygdaloides	"Rubra" Euphorbia	36"	36"	Evergreen	Full Sun	L	15	Low
Euphorbia griffithii	"Fire glow" Euphorbia	30"	24"	Evergreen	Full Sun	L	8	Low
Euphorbia myrsinites	Blue Spurge	12"	24"	Evergreen	Full Sun	L	8	Low
Euphorbia wulfenii	Wulfen's Spurge	36"	36"	Evergreen	Full Sun	L	15	Low
Euphorbia x martinii	Martini Spurge	24"	36"	Evergreen	Full Sun	L	15	Low
Gaillardia x grandiflora	Gaillardia	24"	24"	Deciduous	Full Sun	M	8	Low
Gaura lindheimeri	Gaura	48"	48"	Deciduous	Full Sun	M	20	Low
Geum ciliatum	Prairie Smoke	24"	24"	Evergreen	Full Sun	H	0	Low
Geranium macrorrhizium	Geranium	4"	18"	Deciduous	Shade/sun	M	6	Low
Gypsophila paniculata	Baby's Breath	36"	36"	Evergreen	Sun/shade	M	15	Low
Helenium hoopesii	Common Sneezeweed	60"	24"	Deciduous	Full Sun	H	0	Low
Helianthus annuus	Sunflower, annual	120"	48"	Deciduous	Full Sun	M	0	Low
Helianthus maximiliana	Maximilian Sunflower	120"	120"	Deciduous	Full Sun	M	50	Low
Hemerocallis hybrids	Daylilies	24"	36"	Deciduous	Full Sun	M+	15	Low
Hesperis matronalis	Dames Rocket	36"	36"	Deciduous	Sun/shade	H	0	Low
Heuchera sanguinea	Coral Bells	30"	24"	Deciduous	Sun/shade	H	0	Low
Hosta spp	Plantain Lily	24"	24"	Deciduous	Full Sun	M	8	Low
Hymenoxys acaulis	Angelita Daisy	12"	12"	Deciduous	Full Sun	L+	2	Low

Shaded rows indicate plants regulated for water conservation, call 768-3650.

\* Pollen restrictions may apply, call 768-2600.

# 1998 Albuquerque Plant List

Draft 12/29/97

Scientific Name	Common Name	Appx. Height	Appx. Spread	Deciduous or Evergreen	Light Exposure	Water Use	Xeriscape Rebate Allowance	Allergenic Potential
Hymenoxys argentea	Perky Sue	12"	12"	Evergreen	Full Sun	L	2	Low
Hypericum calycinum	St. Johnswort	12"	12"	Evergreen	Sun/shade	M	2	Low
Iberis sempervirens	Candytuft	12"	18"	Evergreen	Sun/shade	M+	6	Low
Iberis umbellata	Globe Candytuft	15"	15"	Evergreen	Sun/shade	M	6	Low
Ipomoea leptophylla	Bush Morning Glory	36"	36"	Deciduous	Full Sun	L	20	Low
Iris (rhizome-type)	Bearded Iris	24"	24"	Deciduous	Full Sun	M	8	Low
Iris spp. (bulb-type)	Bulb Irises	24"	24"	Deciduous	Full Sun	M	8	Low
Kniphofia uvaria	Red Hot Poker	36"	36"	Deciduous	Full Sun	L+	15	Low
Lavandula angustifolia	English Lavender	36"	36"	Evergreen	Sun/shade	M	15	Low
Lavendula stoechas	Spanish Lavender	36"	36"	Evergreen	Full Sun	M	15	Low
Liatris punctata	Gayfeather	36"	36"	Deciduous	Full Sun	L+	15	Low
Liatris scariosa	Tall Gayfeather	36"	36"	Deciduous	Full Sun	M	15	Low
Linaria maroccana	Baby Snapdragon	18"	18"	Deciduous	Full Sun	M	6	Low
Linaria vulgaris	Butter & Eggs	18"	18"	Deciduous	Full Sun	M	6	Low
Linum perenne	Blue Flax	18"	18"	Evergreen	Full Sun	M	6	Low
Liriope spp.	Lily turf	9"	9"	Evergreen	Shade/sun	M+	2	Low
Lobelia cardinalis	Cardinal Flower	48"	48"	Deciduous	Sun/shade	H	0	Low
Lobelia laxiflora	Red Lobelia	10"	10"	Deciduous	Sun/shade	M	2	Low
Lupinus argenteus	Silverstem Lupine	24"	24"	Deciduous	Full Sun	L	8	Low
Lupinus hybrids	Lupine	36"	36"	Deciduous	Full Sun	H	0	Low
Lupinus perennis	Sundial Lupine	24"	24"	Deciduous	Full Sun	H	0	Low
Lupinus texensis	Texas Bluebonnet	12"	12"	Deciduous	Full Sun	H	0	Low
Melampodium leucanthum	Blackfoot Daisy	12"	18"	Deciduous	Full Sun	L	6	Low
Mirabilis jalapa	Four-O'Clock	48"	48"	Deciduous	Full Sun	M	20	Low
Mirabilis multiflora	Giant Four O'Clock	24"	60"	Deciduous	Full Sun	L+	25	Low
Monarda citriodora	Lemon Mint	24"	24"	Deciduous	Full Sun	H	0	Low
Monarda didyma	Beebalm	48"	48"	Deciduous	Full Sun	H	0	Low
Monarda menthifolia	Wild Bergemot	12"	12"	Deciduous	Full Sun	H	0	Low
Nemophila menziesii	Baby Blue-Eyes, annual	12"	12"	Deciduous	Full Sun	H	0	Low
Nepeta mussini syn faassenii	Catmint	8"	24"	Deciduous	Sun/shade	M	8	Low
Nierembergia hippomanica 'Violacea'	Cup Flower	8"	18"	Deciduous	Full Sun	M	6	Low
Oenothera berlandieri	Mexican Evening Primrose	12"	60"	Semi-Ever.	Full Sun	L+	25	Low
Oenothera caespitosa	White Evening Primrose	12"	12"	Evergreen	Full Sun	L	6	Low
Oenothera hookeri	Evening Primrose	24"	60"	Deciduous	Full Sun	M	25	Low
Oenothera missouriensis	Yellow Evening Primrose	12"	24"	Evergreen	Full Sun	M	8	Low
Oenothera pallida	Pale Evening Primrose	18"	18"	Evergreen	Full Sun	M	6	Low
Osteospermum baberiae	Hardy African Daisy	4"	12"	Deciduous	Full Sun	M	2	Low
Paeonia lactiflora	Peony	24"	36"	Deciduous	Sun/shade	M+	15	Low
Papaver nudicale	Iceland Poppy	18"	18"	Deciduous	Sun/shade	H	0	Low
Papaver orientale	Oriental Poppy	36"	36"	Deciduous	Sun/shade	M	15	Low
Penstemon ambiguus	Bush Penstemon	24"	24"	Evergreen	Full Sun	L	8	Low
Penstemon angustifolius	Narrowleaf Penstemon	12"	12"	Deciduous	Full Sun	L	2	Low
Penstemon barbatus	Scarlet Bugler Penstemon	36"	36"	Deciduous	Full Sun	M	15	Low
Penstemon cardinalis	Cardinal Penstemon	30"	30"	Evergreen	Full Sun	L+	12	Low
Penstemon clutei	Sunset Penstemon	24"	24"	Evergreen	Full Sun	L	8	Low
Penstemon jamesii	Penstemon, James	10"	10"	Evergreen	Full Sun	L+	2	Low
Penstemon palmeri	Palmer Penstemon	60"	36"	Evergreen	Full Sun	L	15	Low
Penstemon pinifolius	Pineleaf Penstemon	12"	20"	Evergreen	Full Sun	L+	8	Low
Penstemon pseudospectabilis	Desert Beardtongue	36"	36"	Evergreen	Full Sun	L	15	Low
Penstemon secundifloris	Sidebells	12"	8"	Deciduous	Full Sun	L	2	Low
Penstemon strictus	Rocky Mtn Penstemon	24"	24"	Evergreen	Full Sun	M	8	Low
Perovskia atriplicifolia	Russian Sage	60"	60"	Deciduous	Full Sun	M	25	Low

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Scientific Name	Common Name	Appx. Height	Appx. Spread	Deciduous or Evergreen	Light Exposure	Water Use	Xeriscape Rebate Allowance	Allergenic Potential
<i>Petalostemon purpureum</i>	Prairieclover	36"	36"	Deciduous	Full Sun	L+	15	Low
<i>Phlomis fruticosa</i>	Jerusalem Sage	24"	36"	Deciduous	Full Sun	M	15	Low
<i>Phlox paniculata</i>	Summer Phlox	36"	36"	Deciduous	Full Sun	H	0	Low
<i>Phlox subulata</i>	Creeping Phlox	6"	24"	Deciduous	Full Sun	M	8	Low
<i>Phyla nodiflora</i>	Creeping Lippia	3"	3"	Deciduous	Full Sun	M	4	Low
<i>Physalis lobata</i>	Purple Groundcherry	6"	6"	Deciduous	Full Sun	L+	4	Low
<i>Physostegia virginiana</i>	False Dragonhead	24"	12"	Deciduous	Full Sun	H	0	Low
<i>Potentilla tabernaemontani</i>	Spring Cinquefoil	6"	18"	Deciduous	Sun/shade	M	6	Low
<i>Psilostrophe tagetina</i>	Paperflower	16"	16"	Deciduous	Full Sun	L	6	Low
<i>Ratibida columnifera</i>	Coneflower	32"	32"	Deciduous	Full Sun	L+	15	Low
<i>Rudbeckia fulgida</i>	Goldsturm Rudbeckia	24"	24"	Deciduous	Full Sun	H	0	Low
<i>Rudbeckia laciniata</i>	Golden glow	36"	36"	Deciduous	Full Sun	M	15	Low
<i>Ruschia hamata</i>	Trailing Iceplant	5"	18"	Evergreen	Full Sun	L	6	Low
<i>Ruschia pulvinaris</i>	Shrubby Iceplant	3"	12"	Evergreen	Full Sun	L	4	Low
<i>Ruta graveolens</i>	Rue	36"	36"	Evergreen	Full Sun	M	15	Low
<i>Salvia azurea grandiflora</i>	Pitcher Sage	36"	36"	Deciduous	Full Sun	M	15	Low
<i>Salvia chamaedryoides</i>	Chihuahuan Sage	12"	18"	Evergreen	Full Sun	L	6	Low
<i>Salvia officinalis</i>	Garden Sage	24"	24"	Evergreen	Full Sun	M	8	Low
<i>Saponaria ocymoides</i>	Soapwort	9"	24"	Evergreen	Sun/shade	M	8	Low
<i>Scabiosa caucasica</i>	Pincushion Flower	24"	24"	Deciduous	Sun/shade	H	0	Low
<i>Sedum spectabile</i>	Stonecrop	24"	24"	Evergreen	Sun/shade	L+	8	Low
<i>Sedum telephium</i>	Autumn Joy Sedum	24"	24"	Evergreen	Sun/shade	L+	8	Low
<i>Sempervivum tectorum</i>	Hen and Chicks	6"	6"	Evergreen	Full Sun	M	2	Low
<i>Senecio longiflora</i>	Silver Groundsel	24"	24"	Deciduous	Full Sun	L	8	Low
<i>Solidago hybrids</i>	Goldenrod	36"	36"	Deciduous	Sun/shade	M	15	Low
<i>Sphaeralcea coccinea</i>	Scarlet Globemallow	20"	20"	Deciduous	Full Sun	L	8	Low
<i>Stachys byzantina</i>	Woolly Lamb's Ear	12"	18"	Deciduous	Sun/shade	M	6	Low
<i>Tagetes erecta</i>	African Marigold, annual	36"	36"	Deciduous	Full Sun	H	0	Low
<i>Tagetes lucida</i>	Licorice Mint Marigold	18"	18"	Deciduous	Full Sun	M	6	Low
<i>Tagetes patula</i>	French Marigold, annual	18"	18"	Deciduous	Full Sun	H	0	Low
<i>Talinum calycinum</i>	Flame Flower	8"	8"	Deciduous	Sun/shade	L	2	Low
<i>Tanacetum densum-amani</i>	Partridge Feather	12"	12"	Evergreen	Sun/shade	L+	2	Low
<i>Tanacetum vulgare</i>	Tansy	36"	36"	Evergreen	Sun/shade	M	15	Low
<i>Teucrium aronianum</i>	Greek Germander	9"	18"	Evergreen	Sun/shade	M	6	Low
<i>Teucrium chamaedrys</i>	Trailing Germander	12"	24"	Evergreen	Sun/shade	M	8	Low
<i>Thelesperma ambigua</i>	Rayed or Threadleaf Cota	18"	24"	Deciduous	Full Sun	M	8	Low
<i>Thymus pseudolanuginosus</i>	Woolly Thyme	2"	18"	Evergreen	Sun/shade	M	6	Low
<i>Thymus serpyllum</i>	Creeping Thyme	2"	18"	Evergreen	Sun/shade	M	6	Low
<i>Verbena bipinnatifida</i>	Fern Verbena	12"	18"	Deciduous	Full Sun	L	6	Low
<i>Verbena rigida</i>	Sandpaper Verbena	8"	48"	Deciduous	Full Sun	L	20	Low
<i>Verbena wrightii</i>	Western Vervain	24"	24"	Deciduous	Full Sun	L	8	Low
<i>Verbena x hybrida</i>	Garden Verbena	12"	12"	Deciduous	Full Sun	M	2	Low
<i>Veronica incana</i>	Silver Speedwell	18"	18"	Evergreen	Sun/shade	M	6	Low
<i>Veronica liwanensis</i>	Turkish Speedwell	3"	24"	Evergreen	Sun/shade	M	8	Low
<i>Veronica pectinata</i>	Wooly Speedwell	3"	18"	Evergreen	Sun/shade	M	6	Low
<i>Veronica spicata</i>	Veronica	36"	36"	Deciduous	Sun/shade	H	0	Low
<i>Viola cornuta</i>	Tufted Violet	12"	12"	Evergreen	Sun/shade	H	0	Low
<i>Viola odorata</i>	Sweet Violet	8"	8"	Evergreen	Sun/shade	H	0	Low
<i>Viola x wittrockiana</i>	Pansy, annual	9"	9"	Evergreen	Full Sun	H	0	Low
<i>Wyethia scabra</i>	Desert Mule's Ear	24"	36"	Deciduous	Full Sun	L	15	Low
<i>Zauschneria californica</i>	Hummingbird Plant	24"	36"	Deciduous	Full Sun	M	15	Low
<i>Zephyranthes candida</i>	Rain Lily	8"	8"	Deciduous	Full Sun	M	2	Low
<i>Zephyranthes sulphurea</i>	Rain Lily	8"	8"	Deciduous	Full Sun	M	2	Low
<i>Zinnia acerosa</i>	White Desert Zinnia	4"	6"	Deciduous	Full Sun	L	2	Low
<i>Zinnia grandiflora</i>	Desert Zinnia	4"	6"	Deciduous	Full Sun	L+	2	Low
<b>Grasses, Turf</b>								

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<b>Agrostis spp.</b>	<b>Bentgrass</b>	<b>mowed</b>	<b>N/A</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>H*</b>	<b>0</b>	
Bouteloua gracilis	Blue Grama	4-12"	N/A	Deciduous	Full Sun	L+	1	Moderate
Buchloe dactyloides	Buffalograss	3-8"	N/A	Deciduous	Full Sun	M	1	
Cynodon dactylon	Bermudagrass	mowed	N/A	Deciduous	Full Sun	M	1	Low
<b>Festuca elatior &amp; all Festuca</b>	<b>Turf Tall Fescue</b>	<b>mowed</b>	<b>N/A</b>	<b>Evergreen</b>	<b>Sun/shade</b>	<b>H*</b>	<b>0</b>	<b>Low</b>
<b>Festuca ovina &amp; all Festuca (except "glauca")</b>	<b>Sheep's Fescue</b>	<b>mowed</b>	<b>N/A</b>	<b>Evergreen</b>	<b>Sun/shade</b>	<b>H*</b>	<b>0</b>	<b>Low</b>
<b>Lolium perenne &amp; all Lolium</b>	<b>Ryegrass, perennial</b>	<b>mowed</b>	<b>12"</b>	<b>Evergreen</b>	<b>Sun/shade</b>	<b>H*</b>	<b>0</b>	
<b>Poa pratensis &amp; all Poa</b>	<b>Kentucky Bluegrass</b>	<b>mowed</b>	<b>N/A</b>	<b>Evergreen</b>	<b>Sun/shade</b>	<b>H*</b>	<b>0</b>	<b>Low</b>
Zoysia spp.	Zoysia grass	mowed	N/A	Deciduous	Full sun	M	1	
<b>Grasses, Ornamental</b>								
Agropyron smithii	Western Wheatgrass	24"	24"	Deciduous	Full Sun	M	6	
Bouteloua curtipendula	Sideoats Grama	30"	24"	Deciduous	Full Sun	M	4	Moderate
Cortaderia selloana	Pampas Grass	72"	96"	Deciduous	Full Sun	M+	30	Low
Eragrostis tricores	Sand Lovegrass	36"	36"	Deciduous	Full Sun	M	15	Low
Erianthus ravennae	Ravenna Grass	72"	96"	Deciduous	Full Sun	M	30	Low
Festuca ovina glauca	Blue Fescue	12"	12"	Evergreen	Full Sun	M	2	Low
Helictotrichon sempervirens	Blue Avena Grass	24"	24"	Evergreen	Sun/shade	M	8	Low
Hilaria jamesii	Galleta	14"	14"	Deciduous	Full Sun	L	8	Low
Miscanthus sinensis	Maidengrass	60"	48"	Deciduous	Sun/shade	M+	20	Low
Muhlenbergia capillaris	Gulf Muhly	60"	60"	Deciduous	Full Sun	M	25	Low
Muhlenbergia lindheimeri	Lindheimer Muhly	60"	60"	Deciduous	Full Sun	L+	25	Low
Muhlenbergia rigida	Deer Muhly	24"	36"	Deciduous	Full Sun	M	15	Low
Ophiopogon japonicus	Mondo grass	6"	6"	Evergreen	Sun/shade	M+	2	Low
Oryzopsis hymenoides	Indian Ricegrass	18"	18"	Deciduous	Full Sun	L	6	Low
Pennisetum alopecuroides	Hardy Fountain Grass	30"	30"	Deciduous	Full Sun	M	12	Low
Pennisetum villosum	Dwarf Feathertop	24"	24"	Deciduous	Full Sun	M	8	Low
Schizachyrium scoparium	Little Bluestem	30"	30"	Deciduous	Full Sun	M	12	Low
Sporobolus cryptandrus	Sand Dropseed	24"	24"	Deciduous	Full Sun	L	8	Low
Sporobolus wrightii	Giant Sacaton	36"	36"	Deciduous	Full Sun	M	15	Low
Stipa tenuissima	Threadgrass	24"	24"	Deciduous	Full Sun	L+	8	Low
<b>Ground Covers</b>								
Anacyclus depressus	Mat Daisy	6"	12"	Evergreen	Sun/shade	L	2	Low
Arctostaphylos uva-ursi	Kinnikinnick	9"	24"	Evergreen	Shade/sun	M	8	Low
Artemisia frigida	Fringed Sage	18"	18"	Deciduous	Full Sun	L	6	Low
Baccaris pilularis	Dwarf Coyotebush	18"	36"	Evergreen	Sun/shade	L	15	Low
Cerastium tomentosum	Snow-In-Summer	8"	24"	Evergreen	Full Sun	M	8	Low
Chamaemelum nobilis	Chamomile	6"	12"	Evergreen	Sun/shade	L+	2	Low
Clematis ligusticifolia	Western Virginsbower	18"	120"	Deciduous	Sun/shade	M	20	Low
Convallaria majalis	Lily of the Valley	12"	12"	Deciduous	Shade/sun	H	0	Low
Cotoneaster dammeri	Bearberry Cotoneaster	12"	108"	Evergreen	Sun/shade	M	50	Low
Cotoneaster salicifolius 'Repens'	Willowleaf Cotoneaster	12"	108"	Evergreen	Full Sun	M	50	Low
Cytisus decumbens	Creeping Broom	8"	36"	Evergreen	Sun/shade	M	15	Low
Delosperma cooperi	Purple Iceplant	6"	18"	Deciduous	Full Sun	L	6	Low
Delosperma nubigenum	Yellow Iceplant	3"	18"	Evergreen	Full Sun	L	6	Low
<b>Dichondra spp.</b>	<b>Dichondra</b>	<b>2"</b>	<b>2"</b>	<b>Deciduous</b>	<b>Sun/shade</b>	<b>H*</b>	<b>0</b>	<b>Low</b>
Duchesnea indica	Mock Strawberry	8"	24"	Deciduous	Sun/shade	M	8	Low
Eriogonum umbellatum	Sulphur Flower	18"	18"	Evergreen	Full Sun	L	6	Low
Euonymus fortunei 'Coloratus'	Purpleleaf Wintercreeper	12"	48"	Evergreen	Sun/shade	H	0	Low
Euphorbia cyparissias	Cypress Spurge	12"	12"	Evergreen	Sun/shade	M	2	Low
Euphorbia epithymoides	Cushion Spurge	12"	18"	Evergreen	Sun/shade	M	6	Low
Euphorbia rigida	Spurge	24"	24"	Evergreen	Sun/shade	L	8	Low
Galium odoratum	Sweet Woodruff	6"	12"	Deciduous	Sun/shade	H	0	Low

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<i>Gysophila repens</i>	Creeping Baby's Breath	4"	12"	Deciduous	Sun/shade	M	2	Low
<i>Juniperus horizontalis</i> *	<i>Juniper, groundcover</i>	12"	varies	Evergreen	Full Sun	L+	60	High*
<i>Juniperus sabina</i> *	<i>Juniper, groundcover</i>	varies	varies	Evergreen	Full Sun	L+	60	High*
<i>Lamium maculatum</i>	Spotted Nettle	6"	6"	Deciduous	Full Sun	H	0	Low
<i>Mahonia repens</i>	Creeping Mahonia	12"	24"	Evergreen	Sun/shade	M	8	Low
<i>Marrubium rotundifolia</i>	Roundleaf Horehound	8"	18"	Evergreen	Full Sun	L	6	Low
<i>Melampodium leucanthum</i>	Blackfoot Daisy	12"	18"	Deciduous	Full Sun	L	6	Low
<i>Paxistima myrsinites</i>	Oregon Boxwood	30"	30"	Evergreen	Sun/shade	H	0	Low
<i>Penstemon caespitosus</i>	Mat Penstemon	4"	12"	Deciduous	Sun/shade	M	2	Low
<i>Ranunculus repens</i>	Creeping Buttercup	18"	18"	Deciduous	Sun/shade	H	0	Low
<i>Rosmarinus officinalis</i> 'Prostrata'	Creeping Rosemary	24"	72"	Evergreen	Full Sun	M	30	Low
<i>Salvia chamaedryoides</i>	Chihuahuan Sage	12"	18"	Evergreen	Full Sun	L	6	Low
<i>Santolina chamaecyparissus</i>	Green Lavender Cotton	24"	60"	Evergreen	Full Sun	L	25	Low
<i>Santolina virens</i>	Gray Lavender Cotton	24"	48"	Evergreen	Full Sun	L	20	Low
<i>Saponaria ocymoides</i>	Soapwort	9"	24"	Evergreen	Sun/shade	M	8	Low
<i>Sedum</i> spp.	Stonecrop	24"	24"	Evergreen	Sun/shade	L+	8	Low
<i>Sedum spurium</i>	Dragon's Blood Sedum	6"	18"	Evergreen	Sun/shade	L	6	Low
<i>Sedum spurium</i>	Stonecrop	6"	18"	Evergreen	Sun/shade	L	6	Low
<i>Sempervivum tectorum</i>	Hen and Chicks	6"	6"	Evergreen	Full Sun	M	2	Low
<i>Teucrium aronianum</i>	Greek Germander	9"	18"	Evergreen	Sun/shade	M	6	Low
<i>Teucrium chamaedrys</i>	Trailing Germander	12"	24"	Evergreen	Sun/shade	M	8	Low
<i>Thymus</i> spp.	Thyme	12"	24"	Evergreen	Sun/shade	M	8	Low
<i>Trifolium</i> spp.	<i>Clover</i>	8"	8"	Deciduous	Sun/shade	H*	0	Low
<i>Verbena peruviana</i>	Verbena	9"	18"	Deciduous	Full Sun	L	6	Low
<i>Veronica prostrata</i>	Harebell Veronica	8"	12"	Deciduous	Sun/shade	M	2	Low
<i>Vinca major</i>	Giant Periwinkle	12"	48"	Evergreen	Shade/sun	M+	20	Low
<i>Vinca minor</i>	Periwinkle	9"	24"	Evergreen	Shade/sun	M+	20	Low
<i>Zinnia grandiflora</i>	Desert Zinnia	4"	6"	Deciduous	Full Sun	L	2	Low
<b>Shrubs, Deciduous</b>								
<i>Amorpha cana</i>	Dwarf Leadplant	2'	3'	Deciduous	Full Sun	M	10	Low
<i>Amorpha canescens</i>	Leadplant	2'	3'	Deciduous	Full Sun	L	16	Low
<i>Amorpha fruticosa</i>	False Indigo	10'	10'	Deciduous	Sun/shade	M	100	Low
<i>Anisacanthus thurberi</i>	Hummingbird Trumpet	4'	4'	Deciduous	Sun/shade	L+	18	Low
<i>Arundo donax</i>	Carrizo Cane	20'	20'	Deciduous	Full Sun	M+	50	Low
<i>Berberis thunbergii</i>	Japanese Barberry	4'	4'	Deciduous	Sun/shade	M	18	Moderate
<i>Berberis thunbergii</i> "Atropurpurea Nana"	Crimson Pigmy Barberry	12"	24"	Deciduous	Full Sun	M	8	Moderate
<i>Berberis thunbergii</i> 'Atropurpurea'	Redleaf Barberry	4'	4'	Deciduous	Full Sun	M	18	Moderate
<i>Buddleia davidii</i> nanhoensis	Dwarf Butterfly Bush	60"	60"	Deciduous	Sun/shade	M	20	Low
<i>Buddleia marrubifolia</i>	Wooly Butterfly Bush	6'	6'	Deciduous	Full Sun	L+	18	Low
<i>Caesalpinia gilliesii</i>	Yellow Bird of Paradise	10'	10'	Deciduous	Full Sun	L	50	Low
<i>Caragana</i> sp.	Peashrub	20'	20'	Deciduous	Full Sun	M	50	Low
<i>Caryopteris x clandonensis</i>	Blue Mist Spirea	36"	36"	Deciduous	Full Sun	M	32	Low
<i>Ceanothus fendleri</i>	Ceanothus	36"	36"	Deciduous	Full Sun	M	10	Low
<i>Celtis pallida</i>	Desert Hackberry	8'	8'	Deciduous	Full Sun	L	50	Low
<i>Chaenomeles japonica</i>	Flowering Quince	6'	6'	Deciduous	Full Sun	H	0	Low
<i>Chamaebatiaria millefolium</i>	Fernbush	60"	60"	Deciduous	Full Sun	L+	20	Low
<i>Chrysothamnus nauseosus</i>	Chamisa, Rabbitbrush	60"	60"	Deciduous	Full Sun	L	32	Low
<i>Cornus alba</i>	Tartarian Dogwood	10'	10'	Deciduous	Shade/sun	H	0	Low
<i>Cornus stolonifera</i>	Redtwig Dogwood	7'	7'	Deciduous	Sun/shade	H	0	Low
<i>Cotoneaster apiculatus</i>	Cranberry Cotoneaster	4'	8'	Deciduous	Sun/shade	M	18	Low
<i>Cotoneaster divaricatus</i>	Spreading Cotoneaster	4'	8'	Deciduous	Sun/shade	M	18	Low
<i>Cotoneaster horizontalis</i>	Rock Cotoneaster	24"	9'	Deciduous	Full Sun	M	18	Low
<i>Euonymus alata</i> 'Compacta'	Dwarf Burning Bush	6'	6'	Deciduous	Sun/shade	H	0	Low
<i>Fendlera rupicola</i>	Cliff Fendlerbush	6'	6'	Deciduous	Full Sun	M	20	Low

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Forestiera neomexicana	New Mexican Olive	180"	180"	Deciduous	Sun/shade	M	50	Low
Forsythia intermedia	Forsythia	10'	10'	Deciduous	Full Sun	M+	20	Low
Genista tinctoria	Summer Broom	24"	4'	Deciduous	Full Sun	M	20	Low
Hibiscus syriacus	Rose of Sharon	10'	10'	Deciduous	Full Sun	M	40	Low
Hippophae rhamnoides	Sea Buckthorn	30'	30'	Deciduous	Full Sun	H	0	Low
Holodiscus dumosus	Rock Spirea	6'	6'	Deciduous	Sun/shade	M	20	Low
Jasminum nudiflorum	Winter Jasmine	4'	12'	Deciduous	Full Sun	L+	25	Low
Kolkwitzia amabilis	Beauty Bush	10'	10'	Deciduous	Sun/shade	M	32	Low
Lagerstroemia indica x fauriei	Crape Myrtle, "Pecos, Zuni"	10'	8'	Deciduous	Full Sun	H	0	Low
Ligustrum vulgare	Common Privet	8'	72"	Deciduous	Sun/shade	H	0	Low
Lonicera fragrantissima	Winter Honeysuckle	60"	60"	Deciduous	Sun/shade	M	35	Low
Lonicera tartarica	Tartarian Honeysuckle	6'	6'	Deciduous	Sun/shade	H	0	Low
Parryella filifolia	Dunebroom	36"	36"	Deciduous	Full Sun	L	20	Low
Philadelphus cultivars	Mock Orange	10'	10'	Deciduous	Sun/shade	M	25	Low
Philadelphus microphyllus	Littleleaf Mock Orange	6'	6'	Deciduous	Sun/shade	M	20	Low
Potentilla fruticosa	Shrubby Cinquefoil	36"	36"	Deciduous	Sun/shade	M+	18	Low
Prunus besseyi	Western Sand Cherry	36"	36"	Deciduous	Full Sun	M	25	Low
Prunus tomentosa	Nanking Cherry	6'	6'	Deciduous	Full Sun	H	0	Low
Prunus X cistena	Purpleleaf Plum Bush	6'	6'	Deciduous	Full Sun	H	0	Low
Psoralea scoparia	Broom Dalea	36"	36"	Deciduous	Full Sun	L	20	Low
Punica spp.	Pomegranate	8'	8'	Deciduous	Full Sun	L+	36	Low
Rhamnus frangula 'Columnaris'	Tallhedge Buckthorn	10'	10'	Deciduous	Shade/sun	H	0	Low
Rhus glabra	Smooth Sumac	20'	20'	Deciduous	Full Sun	H	0	Low
Rhus glabra cismontana	Cutleaf Sumac	36"	36"	Deciduous	Full Sun	M	24	Low
Rhus microphylla	Littleleaf Sumac	8'	9'	Deciduous	Full Sun	L+	80	Low
Rhus trilobata	Three-leaf Sumac	6'	6'	Deciduous	Full Sun	L+	50	Low
Rhus trilobata 'Prostrata'	Prostrate Sumac	24"	6'	Deciduous	Full Sun	L+	50	Low
Ribes aureum	Golden Currant	6'	6'	Deciduous	Sun/shade	H	0	Low
Rosa foetida	Austrian Copper Rose	10'	10'	Deciduous	Full Sun	M	20	Low
Rosa rugosa	Species Rugosa Roses	8'	8'	Deciduous	Full Sun	M+	20	Low
Rosa spp	Tea, Floribunda, Grandiflora	8'	8'	Deciduous	Full Sun	M+	20	Low
Rosa woodsii	Woods' Rose	6'	8'	Deciduous	Full Sun	M	70	Low
Salvia greggii	Autumn or Cherry Sage	24"	36"	Deciduous	Sun/shade	M	18	Low
Shepherdia argentea	Silver Buffaloberry	15'	10'	Deciduous	Sun/shade	M+	50	Low
Spiraea japonica	'Little Princess' Spirea	18"	18"	Deciduous	Sun/shade	H	0	Low
Spiraea prunifolia 'Plena'	Bridal Wreath or Shoebutton Spirea	6'	6'	Deciduous	Sun/shade	H	0	Low
Spiraea vanhouttei	Bridal Wreath Spirea	6'	6'	Deciduous	Sun/shade	H	0	Low
Spiraea X bumalda	'Anthony Waterer' Spirea	36"	36"	Deciduous	Sun/shade	H	0	Low
Symphoricarpos albus	Snowberry	6'	6'	Deciduous	Full Sun	M	40	Low
Symphoricarpos orbiculatus	Coralberry	6'	6'	Deciduous	Full Sun	M	40	Low
Syringa laciniata	Cutleaf Persian Lilac	8'	6'	Deciduous	Full Sun	M+	30	Low
Syringa patula	Korean Lilac	6'	6'	Deciduous	Sun/shade	M	30	Low
Syringa persica	Persian lilac	8'	8'	Deciduous	Full Sun	M+	30	Low
Syringa rothomagensis	Chinese Lilac	8'	8'	Deciduous	Sun/shade	M	60	Low
Syringa vulgaris	Common Lilac	15'	15'	Deciduous	Full Sun	M+	60	Low
Viburnum carlesii	Korean Spicebush	6'	6'	Deciduous	Sun/shade	H	0	Low
Viburnum opulus 'Sterile'	Snowball Bush	10'	10'	Deciduous	Sun/shade	H	0	Low
Viburnum plicatum tomentosum	Mariesii Viburnum	10'	10'	Deciduous	Sun/shade	H	0	Low
Viburnum trilobum compactum	Dwarf Cranberrybush	6'	6'	Deciduous	Sun/shade	H	0	Low
Vitex agnus-castus	Chaste Tree	20'	20'	Deciduous	Full Sun	M	50	Low
Weigela florida	Weigela	10'	10'	Deciduous	Full Sun	M	50	Low
<b>Shrubs, evergreen</b>								
Abelia grandiflora	Glossy Abelia	7'	7'	Evergreen	Sun/shade	M+	24	Low

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Arctostaphylos pungens	Pointleaf Manzanita	3'	6'	Evergreen	Sun/shade	M	50	Low
Artemisia cana	Silver Sage	3'	5'	Evergreen	Full Sun	L	18	Low
Artemisia filifolia	Sand Sage	4'	4'	Evergreen	Full Sun	L	18	Low
Artemisia X 'Powis Castle'	Powis Castle Sage	2'	5'	Semi-Ever.	Sun/shade	L+	18	Low
Artemisia tridentata	Big Sage	4'	4'	Evergreen	Sun/shade	L	40	Low
Atriplex canescens	Fourwing Saltbush	5'	6'	Evergreen	Full Sun	L	50	Low
Atriplex confertifolia	Shadscale	2'	2'	Evergreen	Full Sun	L	50	Low
Baccharis "Centennial"	Bacharris, Centennial	2'	5'	Evergreen	Full Sun	L	18	Low
Baccharis salicina/sarothroides	Desert Broom	7'	7'	Evergreen	Full Sun	L+	70	Low
Berberis gladwynensis	William Penn Barberry	6'	6'	Evergreen	Sun/shade	M+	18	Moderate
Berberis haematocarpa	Algerita	8'	10'	Evergreen	Full Sun	L+	50	Moderate
Berberis julianae	Wintergreen Barberry	5'	5'	Evergreen	Full Sun	M	18	Low
Berberis mentorensis	Mentor Barberry	7'	7'	Evergreen	Sun/shade	H	0	Moderate
Buxus spp	Boxwood	4'	4'	Evergreen	Shade	M	12	Low
Cercocarpus ledifolius	Curl-leaf Mtn. Mahogany	10'	6'	Evergreen	Full Sun	L+	50	Low
Cercocarpus montanus	Mountain Mahogany	10'	6'	Evergreen	Full Sun	M	50	Low
Chrysactinia mexicana	Damianita	2'	2'	Evergreen	Full Sun	L	8	Low
Cotoneaster buxifolius	Grayleaf Cotoneaster	2'	9'	Evergreen	Full Sun	M	18	Low
Cotoneaster congestus	Pyrenees Cotoneaster	3'	3'	Evergreen	Sun/shade	M	18	Low
Cotoneaster lacteus	Red Clusterberry	8'	10'	Evergreen	Full Sun	M	32	Low
Cotoneaster salicifolius	Willowleaf Cotoneaster	6'	10'	Evergreen	Full Sun	M	32	Low
Cowania mexicana	Cliffrose	8'	6'	Evergreen	Full Sun	L	50	Low
Cytisus scoparius	Scotch Broom	4'	4'	Evergreen	Full Sun	M	18	Low
Elacagnus pungens	Silverberry	10'	10'	Evergreen	Full Sun	M	50	Low
Ephedra spp.	Mormon Tea	3'	4'	Evergreen	Full Sun	L	32	Low
Ericameria laricifolia	Turpentine Bush	3'	4'	Evergreen	Full Sun	L	18	Low
Euonymus japonica	Japanese Euonymus	8'	8'	Evergreen	Full Sun	M	30	Low
Euonymus kiautschovia	Manhattan Euonymus	6'	6'	Evergreen	Sun/shade	M	50	Low
Eurotia lanata	Winterfat	3'	3'	Evergreen	Full Sun	L	12	Low
Fallugia paradoxa	Apache Plume	5'	5'	Evergreen	Full Sun	L	50	Low
Garrya wrightii	Wright's Silk Tassel	5'	5'	Evergreen	Full Sun	L	50	Low
Genista hispanica	Spanish Broom	4'	4'	Evergreen	Full Sun	M	30	Low
Helichrysum angustifolium	Curry Plant	2'	3'	Evergreen	Full Sun	M	8	Low
Ilex cornuta	'Burford' Holly	8'	8'	Evergreen	Shade/sun	H	0	Low
Ilex wilsonii	Wilson Holly	10'	10'	Evergreen	Shade/sun	H	0	Low
<b>Juniperus chinensis*</b>	<b>Juniper, shrub varieties</b>	<b>varies</b>	<b>varies</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>60</b>	<b>High*</b>
<b>Juniperus sabina*</b>	<b>Juniper, shrub varieties</b>	<b>varies</b>	<b>varies</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>60</b>	<b>High*</b>
<b>Juniperus squamata*</b>	<b>Juniper, shrub varieties</b>	<b>varies</b>	<b>varies</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>60</b>	<b>High*</b>
<b>Juniperus virginiana*</b>	<b>Juniper, shrub varieties</b>	<b>varies</b>	<b>varies</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>60</b>	<b>High*</b>
Larrea tridentata	Creosote Bush	6'	8'	Evergreen	Full Sun	L	20	Low
Lavandula angustifolia	English Lavender	3'	3'	Evergreen	Sun/shade	M	15	Low
Leucophyllum langmaniae	Rio Bravo Rainsage	4'	4'	Evergreen	Full Sun	M	18	Low
Leucophyllum zygophyllum	Cimarron Rainsage	4'	4'	Evergreen	Full Sun	M	18	Low
Ligustrum japonicum	Waxleaf Privet	8'	8'	Evergreen	Sun/shade	H	0	Low
Mahonia aquifolium	Oregon Grape Holly	6'	6'	Evergreen	Shade/sun	M	25	Low
Mahonia aquifolium 'Compacta'	Compact Oregon Grape	2'	3'	Evergreen	Shade/sun	M	20	Low
Nandina domestica cultivars	Heavenly Bamboo	8'	5'	Evergreen	Shade/sun	M+	10	Low
Parthenium incanum	Mariola	2'	3'	Evergreen	Full Sun	L	16	Low
Photinia fraseri	Photinia	8'	8'	Evergreen	Full Sun	M	50	Low
Photinia serrulata	Chinese Photinia	10'	10'	Evergreen	Full Sun	M+	50	Low
Phyllostachys aurea	Golden bamboo	15'	15'	Evergreen	Sun/shade	M+	24	Low
Picea conica	Alberta Spruce	7'	3'	Evergreen	Shade/sun	M	12	Low
Prunus caroliniana	Carolina Cherry Laurel	10'	10'	Evergreen	Sun/shade	H	0	Low
Purshia tridentata	Antelope Bitterbush	10'	8'	Evergreen	Full Sun	L	40	Low
Pyracantha coccinea	Firethorn	10'	10'	Evergreen	Sun/shade	M	50	Low
Raphiolepis indica	India Hawthorn	3'	4'	Evergreen	Sun/shade	M	30	Low

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Rhamnus californica	Coffeeberry	5'	5'	Evergreen	Full Sun	L+	32	Low
Rhododendron spp.	Rhododendron, Azalea	3'	3'	Evergreen	Shade/sun	H	0	Low
Rhus ovata	Sugarbush	10'	10'	Evergreen	Full Sun	L+	50	Low
Rosmarinus officinalis cultivars	Upright Rosemary	6'	6'	Evergreen	Sun/shade	L+	10	Low
Salvia dorrii	Desert Sage	2'	3'	Evergreen	Full Sun	L	25	Low
Salvia lavandulifolia	Lavender Sage	2'	2'	Evergreen	Full Sun	M	12	Low
Santolina chamaecyparissus	Gray Lavender Cotton	2'	5'	Evergreen	Full Sun	L	24	Low
Santolina virens	Gray Lavender Cotton	2'	4'	Evergreen	Full Sun	L	20	Low
Sarcobatus vermiculatus	Greasewood	8'	8'	Evergreen	Full Sun	L	32	Low
Spartium junceum	Spanish Broom	10'	10'	Evergreen	Full Sun	M	50	Low
Vauquelinia californica	Arizona Rosewood	12'	8'	Evergreen	Full Sun	L	50	Low
Virburnum X burkwoodii	Burkwood Viburnum	5'	5'	Evergreen	Shade/Sun	H	0	Low
<b>Trees, deciduous</b>								
Acer ginnala	Amur Maple	20'	20'	Deciduous	Full Sun	M	50	Low
Acer grandidentatum	Bigtooth Maple	25'	25'	Deciduous	Full Sun	M	50	Low
Acer palmatum	Japanese Maple	20'	20'	Deciduous	Shade/sun	M+	50	Moderate
Acer platanoides	Norway Maple	50'	50'	Deciduous	Full Sun	M+	50	Moderate
Acer saccharinum	Silver maple	40'	40'	Deciduous	Full Sun	M+	50	Low
Acer truncatum	Shantung Maple	25'	25'	Deciduous	Full Sun	M	50	Low
Albizia julibrissin 'Rosea'	Mimosa	20'	20'	Deciduous	Full Sun	M	50	Low
Amelanchier utahensis	Serviceberry	12'	12'	Deciduous	Full Sun	M	50	Low
Carya illinoensis	Pecan	40'	40'	Deciduous	Full Sun	M	50	Moderate
Catalpa speciosa	Catalpa	40'	40'	Deciduous	Full Sun	M	50	Low
Celtis occidentalis	Common Hackberry	40'	40'	Deciduous	Full Sun	M	50	Low
Celtis reticulata	Netleaf / Canyon Hackberry	25'	25'	Deciduous	Full Sun	M	50	Low
Cercis canadensis	Eastern Redbud	30'	30'	Deciduous	Sun/shade	M	50	Low
Cercis occidentalis	Western Redbud	20'	20'	Deciduous	Full Sun	M	50	Low
Cercis reniformis	Oklahoma Redbud	25'	25'	Deciduous	Sun/shade	M	50	Low
Chilopsis linearis	Desert Willow	20'	25'	Deciduous	Full Sun	L	50	Low
Chilopsis X Catalpa	Chitalpa	30'	30'	Deciduous	Full Sun	M	50	Low
Cornus mas	Cornelian Cherry	25'	20'	Deciduous	Full Sun	M	50	Low
Cotinus coggygria	Smoketree	30'	30'	Deciduous	Full Sun	M	50	Low
Crataegus crus-galli 'Inermis'	Thornless Cockspur Hawthorn	20'	25'	Deciduous	Full Sun	M	50	Low
Crataegus laevigata	English Hawthorn	20'	20'	Deciduous	Sun/shade	M	50	Low
Crataegus phaenopyrum	Washington Thorn	25'	25'	Deciduous	Sun/shade	H	0	Low
Crataegus lavellei	Carrieri Hawthorne	25'	25'	Deciduous	Full Sun	M+	50	Low
Crataegus monogyna	Single-seed Hawthorne	30'	8'	Deciduous	Full Sun	M+	50	Low
Crataegus ambigua	Hawthorne, Russian	20'	20'	Deciduous	Sun/shade	M	50	Low
Eleagnus angustifolia	Russian Olive	40'	40'	Deciduous	Full Sun	M	50	Low
Forestiera neomexicana	New Mexico Olive	15'	15'	Deciduous	Sun/shade	M	50	Low
Fraxinus cuspidata	Fragrant Ash	20'	20'	Deciduous	Full Sun	M	50	High
Fraxinus oxycarpa	Raywood Ash	35'	30'	Deciduous	Full Sun	M+	50	High
Fraxinus pennsylvanica	Green Ash	60'	60'	Deciduous	Full Sun	M+	50	High
Fraxinus spp.	Ash	45'	45'	Deciduous	Full Sun	M+	50	High
Fraxinus texana	Texas Ash	25'	25'	Deciduous	Full Sun	M	50	High
Fraxinus velutina	Arizona, Modesto Ash	40'	40'	Deciduous	Full Sun	M+	50	High
Fruit trees	Fruit trees	25'	25'	Deciduous	Full Sun	M	50	Low
Gleditsia triacanthos	Honey Locust	80'	80'	Deciduous	Full Sun	M+	50	Low
Gymnocladus dioica	Kentucky Coffee Tree	50'	40'	Deciduous	Full Sun	M	50	Low
Juglans major	Arizona Walnut	50'	50'	Deciduous	Full Sun	M	50	Moderate
Juglans microphylla	Little Walnut	30'	30'	Deciduous	Full Sun	M	50	Moderate
Juglans regia	English Walnut	60'	60'	Deciduous	Full Sun	M	50	Moderate
Juglans regia 'Carpathian'	Carpathian Walnut	20'	20'	Deciduous	Full Sun	M	50	Moderate

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Koelreuteria paniculata	Golden Rain Tree	25'	25'	Deciduous	Full Sun	M	50	Low
Leucaena retusa	Goldenball Leadtree	15'	20'	Deciduous	Full Sun	L+	50	Low
Liriodendron tulipifera	Tulip Tree	45'	45'	Deciduous	Full Sun	M+	50	Low
Maclura pomifera	Osage Orange	45'	45'	Deciduous	Full Sun	M	50	Low
Magnolia soulangiana	Saucer Magnolia	20'	20'	Deciduous	Sun/shade	M	50	Low
Malus cultivars	Crabapples	varies	varies	Deciduous	Full Sun	H	0	Low
Melia azedarach 'Umbraculiformis'	Texas Umbrella Tree	40'	40'	Deciduous	Full Sun	L	50	Low
Metasequoia glyptostroboides	Dawn Redwood	60'	40'	Deciduous	Full Sun	M	50	Low
Paulownia tomentosa	Empress tree	40'	40'	Deciduous	Sun/shade	M	50	Low
Pistachia chinensis	Chinese Pistache	60'	60'	Deciduous	Full Sun	M	50	Low
Platanus acerfolia	London Plane Tree	70'	50'	Deciduous	Full Sun	H	0	High
Platanus wrightii	Arizona Sycamore	60'	70'	Deciduous	Full Sun	M+	50	High
Populus acuminata	Lanceleaf Cottonwood	50'	50'	Deciduous	Full Sun	H	0	High
Populus fremontii	Western Cottonwood	50'	60'	Deciduous	Full Sun	M	50	High
Prosopis glandulosa	Honey Mesquite	20'	25'	Deciduous	Full Sun	L+	50	Low
Prosopis pubescens	Screwbean Mesquite	20'	20'	Deciduous	Full Sun	L+	50	Low
Prunus americana	American Plum	20'	20'	Deciduous	Full Sun	M	50	Low
Prunus armeniaca	Apricot	20'	20'	Deciduous	Full Sun	M	50	Low
Prunus cerastifera	Purpleleaf Plum	20'	20'	Deciduous	Full Sun	M	50	Low
Prunus virginiana	Chokecherry	20'	20'	Deciduous	Full Sun	M	50	Low
Ptelea trifoliata	Hoptree	20'	20'	Deciduous	Full Sun	M	50	Low
Pyrus calleryana	Ornamental Pear	25'	15'	Deciduous	Full Sun	M+	50	Low
Quercus gambelii	Gambel Oak	25'	25'	Deciduous	Sun/shade	M	50	Moderate
Quercus lobata	Valley Oak	40'	25'	Deciduous	Sun/shade	M+	50	Moderate
Quercus macrocarpa	Bur Oak	60'	70'	Deciduous	Sun/shade	M	50	Moderate
Quercus muhlenbergia	Chinquapin Oak	40'	40'	Deciduous	Sun/shade	M	50	Moderate
Quercus buckleyi	Texas Red Oak	40'	30'	Deciduous	Sun/shade	M	50	Moderate
Quercus shumardii	Shumard Oak	60'	60'	Deciduous	Sun/shade	M	50	Moderate
Rhamnus cathartica	Buckthorn	20'	20'	Deciduous	Full Sun	M	50	Low
Rhus lanceolata	Prairie Flameleaf Sumac	25'	25'	Deciduous	Sun/shade	M	50	Low
Robinia neomexicana	New Mexico Locust	25'	15'	Deciduous	Full Sun	M	50	Low
Robinia pseudoacacia	Black Locust	60'	50'	Deciduous	Full Sun	M	50	Low
Robinia x ambigua	Idaho Locust	40'	30'	Deciduous	Full Sun	M	50	Low
Sambucus mexicana	Mexican Elder	20'	25'	Deciduous	Full Sun	L+	50	Low
Sapindus drummondii	Western Soapberry	30'	30'	Deciduous	Full Sun	L+	50	Low
Sophora japonica (Staphnolobium)	Japanese Pagoda Tree	35'	35'	Deciduous	Sun/shade	M	50	Low
Sorbus aucuparia	European Mountain Ash	20'	20'	Deciduous	Sun/shade	H	0	Low
Syringa reticulata	Japanese Tree Lilac	20'	20'	Deciduous	Full Sun	M+	50	Low
Taxodium distichum	Bald Cypress	60'	30'	Deciduous	Full Sun	M+	50	Unknown
Taxodium mucronatum	Montezuma Cypress	60'	60'	Deciduous	Full Sun	M+	50	Unknown
Tilia cordata	Littleleaf Linden	40'	30'	Deciduous	Sun/shade	H	0	Low
<b>Ulmus crassifolia*</b>	<b>Cedar Elm</b>	<b>40'</b>	<b>40'</b>	<b>Deciduous</b>	<b>Full Sun</b>	<b>M</b>	<b>0</b>	<b>Prohibited</b>
<b>Ulmus parvifolia*</b>	<b>Lacebark Elm</b>	<b>40'</b>	<b>40'</b>	<b>Deciduous</b>	<b>Full Sun</b>	<b>M</b>	<b>0</b>	<b>Prohibited</b>
Vitex agnus-castus	Chaste Tree	20'	20'	Deciduous	Full Sun	M	50	Low
Zizyphus jujuba	Jujube or Chinese Date	25'	25'	Deciduous	Full Sun	L+	50	Low
<b>Trees, evergreen</b>								
Abies concolor	White Fir	50'	20'	Evergreen	Full Sun	H	0	Low
Cedrus atlantica	Atlas Cedar	75'	50'	Evergreen	Full Sun	H	0	Moderate
Cedrus deodara	Deodar Cedar	80'	60'	Evergreen	Full Sun	H	0	Moderate
Cedrus libani	Cedar of Lebanon	80'	50'	Evergreen	Full Sun	H	0	Moderate
Cercocarpus ledifolius	Curl-leaf Mtn. Mahogany	10'	6'	Evergreen	Full Sun	L+	50	Low
Cupressocyparis leylandii	Leyland Cypress	60'	35'	Evergreen	Full Sun	M	50	Moderate
<b>Cupressus arizonica*</b>	<b>Arizona Cypress</b>	<b>70'</b>	<b>50'</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>M</b>	<b>0</b>	<b>Prohibited</b>
<b>Juniperus chinensis*</b>	<b>Juniper, tree varieties</b>	<b>varies</b>	<b>varies</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>50</b>	<b>High*</b>
<b>Juniperus deppeana*</b>	<b>Alligator Juniper</b>	<b>60'</b>	<b>40'</b>	<b>Evergreen</b>	<b>Full Sun</b>	<b>L+</b>	<b>50</b>	<b>High*</b>

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<i>Juniperus monosperma</i> *	Oneseed Juniper	15'	15'	Evergreen	Full Sun	L+	50	High*
<i>Juniperus scopulorum</i> *	Juniper, Rocky Mtn.	varies	varies	Evergreen	Full Sun	L+	50	High*
<i>Juniperus virginiana</i> *	Juniper, tree varieties	varies	varies	Evergreen	Full Sun	L+	50	High*
<i>Magnolia grandiflora</i>	Evergreen Magnolia	30'	30'	Evergreen	Sun/shade	M	50	Low
<i>Picea abies</i>	Norway spruce	50'	20'	Evergreen	Full Sun	M+	50	Low
<i>Picea engelmanni</i>	Engleman spruce	50'	20'	Evergreen	Full Sun	M+	50	Low
<i>Picea pungens</i>	Blue Spruce	50'	20'	Evergreen	Full Sun	H	0	Moderate
<i>Pinus aristata</i>	Bristlecone Pine	30'	20'	Evergreen	Full Sun	M	50	Low
<i>Pinus edulis</i>	Pinon Pine	30'	20'	Evergreen	Full Sun	M	50	Low
<i>Pinus eldarica</i>	Afghan pine	40'	18'	Evergreen	Full Sun	M	50	Low
<i>Pinus flexilis</i>	Limber Pine	30'	20'	Evergreen	Full Sun	M	50	Low
<i>Pinus nigra</i>	Austrian Pine	35'	25'	Evergreen	Full Sun	M	50	Low
<i>Pinus pinea</i>	Italian Stone Pine	60'	50'	Evergreen	Full Sun	M	50	Low
<i>Pinus ponderosa</i>	Ponderosa Pine	40'	30'	Evergreen	Full Sun	M	50	Low
<i>Pinus strobiformis</i>	Southwestern White or Border Pine	30'	20'	Evergreen	Full Sun	M	50	Low
<i>Pinus sylvestris</i>	Scotch Pine	45'	25'	Evergreen	Full Sun	M	50	Low
<i>Poncirus trifoliata</i>	Trifoliata Orange	15'	5'	Evergreen	Full Sun	M	50	Low
<i>Pseudotsuga menziesii</i>	Douglas Fir	50'	20'	Evergreen	Full Sun	M	50	Moderate
<i>Quercus fusiformis</i>	Escarpment Live Oak	25'	30'	Evergreen	Sun/shade	M	50	Moderate
<i>Quercus oblongifolia / engelmannii</i>	Mexican Blue / Mesa Oak	25'	30'	Semi-Ever.	Sun/shade	M	50	Moderate
<i>Quercus turbinella</i>	Shrub Live Oak	18'	20'	Evergreen	Sun/shade	M	50	Moderate
<i>Quercus virginiana</i>	Southern Live Oak	35'	40'	Semi-Ever.	Sun/shade	M	50	Moderate
<i>Sequoia sempervirens</i>	Coast Redwood	50'	30'	Evergreen	Full Sun	M	50	Low
<i>Sequoiadendron giganteum</i>	Giant Sequoia	75'	30'	Evergreen	Full Sun	M	50	Unknown
<i>Taxus species</i>	Yew	varies	varies	Evergreen	Shade/sun	H	0	Low
<i>Thuja species</i>	Arborvitae	varies	varies	Evergreen	Full Sun	M	50	Low
<b>Vines</b>								
<i>Campsis radicans</i>	Trumpet Vine	climbing	40'	Deciduous	Full Sun	M	30	Low
<i>Clematis hybrids</i>	Clematis	climbing	10'	Deciduous	Sun/shade	H	0	Low
<i>Clematis ligusticifolia</i>	Western Virginibower	climbing	15'	Deciduous	Sun/shade	M	20	Low
<i>Clematis tangutica</i>	Golden Lanterns	climbing	15'	Deciduous	Sun/shade	H	0	Low
<i>Euonymus fortunei colorata</i>	Purpleleaf Wintercreeper	climbing	6'	Evergreen	Shade/sun	H	0	Low
<i>Gelsemium sempervirens</i>	Carolina Jessamine	climbing	10'	Evergreen	Sun/shade	M	50	Low
<i>Hedera helix</i>	English Ivy	climbing	5'	Evergreen	Shade/sun	M	30	Low
<i>Lonicera chinensis purpurea</i>	Purple leaf Honeysuckle	climbing	12'	Evergreen	Full Sun	M	50	Low
<i>Lonicera japonica 'Halliana'</i>	Hall's Honeysuckle	climbing	12'	Evergreen	Sun/shade	M	50	Low
<i>Lonicera sempervirens</i>	Coral Honeysuckle	climbing	8'	Evergreen	Sun/shade	M	50	Low
<i>Parthenocissus inserta</i>	Woodbine	climbing	40'	Deciduous	Full Sun	M	50	Low
<i>Parthenocissus quinquefolia</i>	Virginia Creeper	climbing	40'	Deciduous	Full Sun	M	50	Low
<i>Parthenocissus tricuspidata</i>	Boston Ivy	climbing	40'	Deciduous	Sun/shade	M	50	Low
<i>Periploca graeca</i>	Silkvine	climbing	40'	Deciduous	Full Sun	L+	50	Low
<i>Polygonum aubertii</i>	Silver Lacevine	climbing	40'	Deciduous	Full Sun	L+	50	Low
<i>Rosa banksiae</i>	Rose, 'Lady Banks'	climbing	20'	Evergreen	Full Sun	M	50	Low
<i>Vitis labrusca</i>	American grape	climbing	30'	Deciduous	Full Sun	M	50	Low
<i>Vitis vinifera</i>	European grape	climbing	30'	Deciduous	Full Sun	M	50	Low
<i>Wisteria sinensis</i>	Wisteria	climbing	20'	Deciduous	Sun/shade	M	50	Low

Shaded rows indicate plants regulated for water conservation, call 768-3650.

\* Pollen restrictions may apply, call 768-2600.

# **FORMS**

**San Antonio Condominiums  
Homeowners Association, Inc.**

**REQUEST FOR DESIGN APPROVAL**  
**SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL CONTROL COMMITTEE**

(PLEASE PRINT)

Owner Name \_\_\_\_\_ Date: \_\_\_\_\_

Address: 6501 San Antonio Blvd. NE, Albuquerque, NM 87109-5642 Unit Number \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Email Address \_\_\_\_\_

On page 2 of this form please describe the proposed changes or additions to your property. Please include a **copy of your property plat and indicate the exact location of proposed change or addition, distance to property lines from proposed change or addition, dimensions of backyard property and relevant surrounding features.** Also, this request must include a **sketch with the following information: style, dimensions, materials, color of the proposed change or addition, and the proposed construction time schedule and contractor,** if any. Requests for repainting must include a color sample. Submitted material will not be returned. Should the committee require additional information, your request will be deferred until additional information is received.

**Notes:**

1. The owner understands and agrees that no work in this request shall commence until written approval by the Committee. The Committee has thirty days to respond to any request.
2. Once approved, the construction must be completed in a way that does not unreasonably interfere with neighboring properties.
3. Applicant has responsibility for removal, in a timely manner, of any debris resulting from construction.
4. Construction must meet all zoning, building codes, and City and County laws. For further information regarding zoning, call (505) 924-3850. For information on building permits call (505) 924-3963. Further, nothing herein contained shall be construed as a waiver or modification of any such code or law.
5. Where applicable, utility easements are to be marked before excavation is started. This service is provided free of charge by New Mexico One Call, and is required to provide for your safety. For location of underground communication, cable TV, electric, gas, water and sewers call New Mexico One Call at 260-1990 or (800) 321-2537, no later than two full business days before the day you plan to dig. Please note there may be a FINE if underground cables or conduits are severed.
6. Misrepresentation of any items in this request, either oral or written, may void any approval by the San Antonio Homeowners Architectural Control Committee.

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

Submit this request to:  
Architectural Control Committee, 2823 Richmond NE, Albuquerque, NM 87107  
(505) 266-2000; (FAX) 266-0300

## Page 2

Describe proposed changes or additions (attach additional sheets if necessary): \_\_\_\_\_

Decision Letter sent on: \_\_\_\_\_



**COMPLAINT  
REPORT OF VIOLATION OF RULES & REGULATIONS  
OR COVENANTS**

**San Antonio Condominiums Homeowners Association**

**I am writing to lodge a complaint or report a violation of the community Rules & Regulations or Covenants. The details are as follows:**

Property Address of Violator: 6501 San Antonio Drive NE Unit \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Time: \_\_\_\_\_

Name of Violator: \_\_\_\_\_ (if known)

**Description of complaint or violation (attach additional pages if necessary, or use reverse side):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a vehicle violation, License Plate: \_\_\_\_\_, Vehicle Description: \_\_\_\_\_

Have you previously addressed the issue directly with the Violator? \_\_\_\_\_ Yes \_\_\_\_\_ No

-----  
**SUBMITTED BY**

Name \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: 6501 San Antonio Drive NE Unit \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

If the notice of violation is contested, you may be asked to attend a hearing in front of the Board.

\_\_\_\_\_  
Signature Date

Submit this Complaint to:  
AMMRE Association Management; 2823 Richmond Dr NE; Albuquerque, NM 87107  
Fax: 266-0300

# ACH FORM

## SAN ANTONIO CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

### Authorization Agreement for Preauthorized Payments

Company Name: **AMMRE ASSOCIATION MANAGEMENT**  
**Property Management Trust Account for**  
**San Antonio Condominium Homeowners Association, Inc.**

Unit # \_\_\_\_\_

I hereby authorize *AMMRE*, hereinafter called COMPANY, to initiate debit entries to the

( ) Checking account      ( ) Savings account

indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account. **I am a signor on the account indicated below.**

Name of Bank: \_\_\_\_\_ Amount: \_\_\_\_\_  
plus Water/sewer/trash  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Transit/ABA #: \_\_\_\_\_ Account: \_\_\_\_\_

**FEES WILL BE DRAFTED ON THE FIRST BUSINESS DAY OF EACH MONTH.**

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME ON ACCOUNT: \_\_\_\_\_ (please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: All written debit authorizations must provide that the receiver may revoke the authorization only by notifying the originator in writing the manner specified in the authorization.

**A COPY OF A VOIDED CURRENT CHECK MUST BE ATTACHED**

Return Form to:  
*AMMRE Association Management; 2823 Richmond Drive NE; Albuquerque, NM 87107*  
Ph (505) 266-2000 / fax (505) 266-0300

[This Agreement must be signed and returned on a business day 24 hours in advance of the scheduled event.]

## SAN ANTONIO CONDOMINIUMS CLUBHOUSE USE AGREEMENT

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SAN ANTONIO CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC, by *AMMRE* Association Management Agent, LESSOR, and

\_\_\_\_\_  
LESSEE.

Lessor hereby leases and Lessee hereby hires and takes the premises (as defined below) for the term specified herein and subject to all of the terms and provisions set forth below:

1. PREMISES: The premises herein leased is the San Antonio Clubhouse located at 6501 San Antonio NE, Albuquerque, NM 87109, and the  
  
\_\_\_\_ Upper Patio Area (non exclusive use)  
  
\_\_\_\_ Grills (non exclusive use)
2. TERM OF USE AGREEMENT: The term of this Agreement shall start at \_\_\_\_\_. a.m./p.m. and end at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ (day of week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The use is for a \_\_\_\_\_ (type of event) for \_\_\_\_\_ people. The clubhouse has a maximum capacity of 72 people. Lessee is responsible for preparing for their use, and cleaning up after their use within these times.
3. CLUBHOUSE ACCESS: Access to the Premises is provided through the front door of the Clubhouse. The doors of the Clubhouse will automatically unlock within ten minutes of the start time and lock within ten minutes of the end time. Lessee should NOT lock the front door using the deadbolt.
4. GUEST ENTRY INTO THE COMMUNITY: Lessee is responsible for allowing guests entry into the community gates. A temporary four-digit code will be provided for your guests to use upon your request. Please instruct your guests to press the # key and then the four-digit code.
5. PARKING: Parking at San Antonio is limited, and the host of large events is urged to make other parking/car pooling arrangements for their guests. If guests park in the community, the Lessee is responsible for assuring that they have parked in a legitimate space.
6. CONDITION OF THE PREMISES: Lessor does not guarantee the condition of the Premises at the start time of the event. We urge the user to allow enough time in advance of the arrival of guests to ensure the condition.

7. **BILLING FOR DAMAGES:** If there are damages to the clubhouse, the Lessee will be billed. The Lessee agrees to pay Lessor for amounts billed. The amount of the bill will be determined in accordance with the following conditions and procedures:

- a. The Clubhouse Check-in/Check-out form **must be completed and returned within ten days of the date of use.**
- b. The condition of the clubhouse will be ascertained by one or more of the following methods: Information on the check-in/check out form, information from previous or subsequent users, or an inspection by the Management Company, its designees, or the Board of Directors.
- c. Billing will be made at the discretion of the Lessor within thirty days of the date of use or term.
- d. **To avoid billing for damages, the following conditions must be met.**
  - 1) **The Premises, its furniture, fixtures and surrounding areas are left in good, cleaned, and undamaged condition. Lessee may use supplies provided in the unlocked storage room, but should be prepared to supplement with their own;**
  - 2) **The trash has been removed from the Clubhouse and placed in Lessee's trash dumpster. No trash dumpster is available at the Clubhouse.**
  - 3) **Thermostat has been set at appropriate temperature as designated for cold and warm weather.**
  - 4) **No complaints relating to the event or its users have been received for any infraction of the Rules and Regulations including noise and parking.**

8. **LATE PAYMENTS FOR DAMAGES AND RETURNED CHECKS:** A twenty-five dollar (\$25) service charge will be applied after the return of a check for insufficient funds, plus late charges where applicable. Any damages billed will be considered late if not received ten (10) days after billing and will be subject to late charges in the amount of ten percent (10%) of the overdue amount. Interest of eighteen percent (18%) per annum will be charged on accounts due over thirty (30) days. Late payments will be collected under the Bylaws of the Association and in accordance with its Rules and Regulations.

9. **INDEMNIFICATION CLAUSE:** Lessee agrees to personally indemnify, defend, and hold harmless The San Antonio Condominium Homeowners Association, Inc. and its managing agent from all damage, injury and liability caused or resulting from the Lessee's use and guests' use of the clubhouse, parking lot, and grounds and agrees to abide by all of the rules and regulations established, a copy of which is acknowledged, and will ensure that guests abide by those rules of regulations. Lessee understands that any damage not noted on the pre-usage walk through shall be deemed to have been caused solely by the Lessee or Lessee's guests' use of the facility, and Lessee shall be responsible for the cost of repair or replacement of such damages and return of the facility to the same condition it was in when Lessee used it for a private function.

10. CONTENTS OF THIS AGREEMENT: This Agreement, the Bylaws of the Association, and its Rules and Regulations make up the entire Agreement between the Lessee and the Lessor regarding the Premises. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.

11. ATTACHMENTS TO THE AGREEMENT: The Lessee certifies that he/she has received a copy of this Agreement and the following attachments to this Agreement and understands that these attachments are part of this Agreement:

1. Clubhouse Policies and Procedures
2. Pool Policies and Procedures
3. Check-in / Check-Out Form (Must be completed and returned within 10 days of event.)

LESSOR

LESSEE

\_\_\_\_\_  
San Antonio Condominiums  
Homeowners Association, Inc., by  
AMMRE Association Management, Agent

\_\_\_\_\_  
Name: \_\_\_\_\_  
Unit: \_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Return form to:**

**AMMRE, Inc.  
2823 Richmond Drive NE  
Albuquerque, NM 87107  
Fax: 266-0300  
Phone: 266-2000 or 217-1156  
Email: [charlotte@ammre.com](mailto:charlotte@ammre.com)**