Briarwood Terraces

Homeowners Association, Inc.

- Articles of Incorporation
- Bylaws
- Declaration of Covenants, Conditions and Restrictions
- Forms

Incorporation Articles of

Homeowners Association, Inc. Briarwood Terrace

JAN 31 1979

ARTICLES OF INCORPORATION

OF

CORPORATION AND FRANCHISE TAX DEPTS

BRIARWOOD TERRACE HOMEOWNERS' ASSOCIATION

1 5 C following desirous State THE UNDERSIGNED, of forming 0 H1 Articles New Mexico, has U being Incorporation: non-profit ដា prepared New Mexico corporation and hereby corporation and adopts 8 U.J 1 តម្ being 0 Hi

ARTICLE :

Name

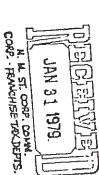
HOMEOUNERS! The ASSOCIATION. 0 a [,1 corporation shall e G BRIARWOOD TERRACE

ARTICLE II

Purpose

corporation corporation shall Sain or profit 0 not its members. afford, directly The purposes 0 indirectly, o H

- shown on said plat being hereinafter filed Bernalillo Mexico, addition **;>** for as shown 0 **∺** о Н County, the operate living units City on the "Summary Plat of Briarwood 20 New Mexico, June exclusively Ö Albuquerque, 27, situate within 1978 ;; ;;, for Vol. ħ, a L 1 called the Official Records Bernalillo ₽8₃ benefit Briarwood page "the 152 County, New Properties"); Terrace" Terrace, (all property OWNETS and
- situate except ₩. the living within To own, hold e un o f units Properties; the owners and. (hereinafter manage all and residents portions called "the o fi ·o the living units the Properties Common Areas")
- forth in Ç ₽-| |enforce Declaration 91,7 provisions o fi Covenants, 0 f Conditions perform ១ជខ et he Restrictions duties



of Bernalillo County, New the Properties (hereinafter "the 0 January Declaration") 26 Mexico filed for 1979, n H record the Official WI Lh respect Records

ARTICLE III

Powers

The corporation shall have the following powers:

- e H limitation, promote living **)** H_o units any health, of the following acts: situate safety апу within and a11 welfare the Properties, acts necessary o H t he Sieumo and including without proper and resident
- and security Servic including garbage 10 다 이 police provide protection; or supplement municipal and trash collection, 0 fire protection utility
- within the Properties ments 0 H charges T_o establish 11 0 be levied ស បា provided and against collect in the the annual Declaration; living and units special located
- amendments restrictions thereto; ល H 561 enforce any and all covenants, forth r. the Declaration, including conditions and
- utilities located within the recreation parks, . H 0 own, acquire, landscaping, parking areas, Common Areas; build, operate a n d private streets and
- Сошшов Areas and to Areas; discharge To pay taxes, any if any, liens 10 assessed claims οfi lien against gainst the Common the
- improvements 0 0 e ii i construct Common buildings, and structures to adequately 0 insure other Same;

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owners and D T U residents special assessments O H Living adminis Units located f or t'h e COMMON apply within benefit funds 6 22, Properties

(THI)

- now or hereafter authorized Ъу N. M. S. A., the Non-Profit Corporation Act, ద and 1978 Comp., t o perform exercise O. amended, under a 11 as now or hereafter a 1 1 a11 3 C T S including without powers applicable a 11 d which exercise Sections ល non-profit 21 I amended, 53-8-1 limitation, powers D Hi New and through corporation authorized to perform the 53-8-99
- received butions for contribute γď ១ ជ gift, ų. sasodind receive deed, bequest 0 otherwise 9 nd for administer which dispose or devise this funds O Hi corporation 11 12 12 สาก ខ្មាជ to hold, funds contribution and organized; contri-
- mort secure money debentur borrowed, the payment in in 2 indenture, promissory notes or To borrow 0 H ٦. ٦ 0 H; agreement any payment money នមក្នុ and make, for property 0 corporate obligations other corporate obligations otherwise; execute acquired, or issue and by pledge, spuod for
- 9 ngements ۲, (۲ organized; of all types To lend money, for make the purposes loans and engage for which ıπ this financin corpora-
- H 0 0 t he purposes kind whatsoever To acquire H 0 H which Ċ, pue 5 h c purchase to hold, invest corporation 0 otherwise S. and reinvest organized; personal
- 0 0 hold 다 다 다 purposes មន្ត ķ To acquire by improve, for which lease, rent, sell, convey or encumber this purchase corporation 0 otherwise u. organized; real property Same 910
- 00 ements, commitments To enter into, e n d assurances make, perform O Ħi and carry out contracts

purposes # or which this organized;

- corporation, ship, corporation or agent, going, employee ၀ joint venture or the In doing, 0 Same 0 joint ## 15 15 13 13 13 exercising own behalf, contractor, subcontractor, principal, venture with any other business 0 performing 0 r. person, association, partner entity any of partnership
- "prohibited 0 10 shall neither welfare, exclusively the Internal Revenue Code of 1954, indirectly Section 501(c)(3) within the meaning obtaining or <u>ا</u> educational, transaction" for these Articles amended. 0,4 powers engage have such nor which of the Internal C a U S & in any business benevolent, charitable, as now or hereafter amended. health, of The Corporation shall not exercise ល Section ដ្ឋាខ 0 Ha Н こが可に to lose tax exempt status pursuant recreational Incorporation corporation 501(c)(3) power, nor Revenue Code activity, ល ង្ はって defined n h and O Hi shall 0 civic, authorized that the shall social purposes hereafter i L engage . Դ of 1954, Internal Section 503 would community rt rt ř T corporatio amended prevent as now

ARTICLE IV

Duration

The period O. duration of the corporation shall Ъ P

ARTICLE V

Registered Agent and Office

the Academy address of Parkway registered the registered office of North, agent N.E. 0 Albuquerque, New Mexico the corporation the corporation is HUCH tri * ß HOOD 3820

ARTICLE VI

72

Board of Directors

The management o H t h e affairs o f t'h e corporation

initial Association. (3) Annual vested Stoszad and addresses Meeting ᄪ Board p) 타크드 Board of Directors Until 0 ני O H Members. appear the be elected Directors First below: shall consist Directors Annual H 0 H consisting one Meeting шау Œ о Н Б О, Ð year the o f non-member 9 per terms Members l e Sons (C) Ü than ΓŤ ម្យាលន the O.F each three t ii e

HUGH E. HOOD

3820 Academy Parkway North, N.E Albuquerque, New Mexico

JOYCE M. HOOD

3820 Academy Parkway North, N.E Albuquerque, New Mexico

DENNIS M. McCARY

6400 Uptown Blvd., N.E. Suite 200-W Albuquerque, New Mexico 87110

ARTICLE VII

Name and Address of Incorporator

The name and address 0 Hi the incorporator ις Γ-ខ្ល follows

HOOD CORPORATION

3820 Academy Parkway North, N.E. Albuquerque, New Mexico

ARTICLE VIII

Membership and Voting Rights

이디 appurtenant shall not provided owner Surar espect Build acquires o fi о М ţ Unit foreclosure 0 ing that any + D 6 Q Membership. 0 H t'h e #ee 7 9 Site t he such D) and may Building member; Propertie simple payment subject interest person shall OH Every person not provided Site 0 0 0 undivided ъe o e Œ shall the entity a debt Ħ which វារ Ð separated member. Declaration judicial sale e G however, 0 iù I-r holding fee HO Dr subject performance member entity who interest from Membership that such filed ownership Ç Ç t O OH any intere the i i the ьy O th to to ±0 H shall person conveyance Association; the цy Declaration. an obligation record with C) 0 Fi Living recor p e 0 enti Uni

lasses Ħ 0 Voti voting 22 Rights. membership: The sociation shall have 5

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- each Living Unit all such HOOD CORPORATION. When more persons for membership Class A Class Section 10 or Building than (II) respect entities New members one person > Class as provided 0 Mexico to any Living Unit this Article shall Site shall members corporation, in which be members o'e entity in Section entitled shall VIII holds they the Developer with տ Ծ 0 **Ծ**սե to hold Building such interes of this one t h e only those the exception 0 Article Site. O Hs
- t'h e djųs 14 Section 0 its successors bolds ር ከ የ (3) 0 H L, O cease this occur interest votes Class 크미다 pds Article VIII, provided о Н for assigns. ы become the required each The following Class converted Living The Class HOH. ㅂ Unit membership, member event rt O W or Building Site that Class member shall the (O Þ shall membership provided տ Ծ, Class the e G B member Developer in which entitled nodn
- When Class membership equal the ᆎ membership; total votes the 0 total outstanding votes outstanding i i i Clas ij
-). On January 1, 1984.

VILI 900 the interest ship, as VOLE Upon TOT provided the each Living required conversion above, for Unit the 0. membership Class Class or Building Site ы ದ membership ų member Section shall Ļ Þ 0 which e G O this entitled <u>н</u> Article holds

subject in Association affairs, membership, pay any C assessment suspension including levied the φy Membership and the the right уď Board the right to to and Voting vote, Association 12 S B E the Failure right the Common Rights. to 0 ď ٠ The rights



Declaration, Thirty (30) days infraction Association the o fi Articles, after default the im or breach the By-laws due. date D Ph or the Rules o fí such any assessment; provision and 0 H Regulation of the (2)

ARTICLE IX

Amendment

meeting. which shall have D) each nodn (30) nor more modified þ the class meeting duly These notice affirmative 0 ь, О Articles repealed membership than fifty of meeting must been called 0 vote in the manner now or hereafter sent Incorporation may (50) for entitled o Hi r 0 that two-thirds days a 11 55 EP aradmam purpose, to vote forth prior the (2/3)ţ not h H written such meeting. amended, purpose person 1—1 CD EST EST o fi а ц than thirty notice provided of the members in changed ¥ф proxy Such γď 121

this orporation has-made 26th IN WITHESS day of WHEREOF, January and signed these the undersigned 1979 Articles incorporator 0 Incorporation. 0 this

HOOD CORPORATION A New Mexico corporation

HUGH E. HOOD, PRESIDENT

ATTEST: Stone M. Hoor

Bylaws

Homeowners Association, Inc. Briarwood Terrace

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RIARWOOD TERRACE HOMEOWNERS S SOCIA

ARTICLE I

Definitions

meanings: y-Laws, Section 1: or any amendment here The following t o words, when have used the followin in

- (a) "Association" means the BRIARWOOD TERRAC HOMEOWNERS' ASSOCIATION, a non-profit New Mexico cor its successors and assigns. corporation
- (b) "Declaration" means the Declaration of Covenants, Conditions and Restrictions of BRIARWOOD TERRACE, an addition to the City of Albuquerque, New Mexico, filed for record with the County Clerk of Bernalillo County, New Mexico, on January 1979, including any amendment or modification thereto set fort in any "Supplemental Declaration" filed for record in any "S Eclaration" filed for record in Bernalillo County, New Mexico. set forth the Office
- property described in Article II of the Declaration, including, without limitation, all Living Units and Common Areas within the legal description set forth in Article II of the Declaration. (c) "The Property" or "The Properties" mean all the f the Declaration, includ rea
- on June 27, 1978, areas" expressly certain "Summary Plat of the office of the County private streets, (d) "Common Areas" mean all portions of the Propertie described in Article II, except lots numbered One (l) through Twenty-Two (22), inclusive, as shown and designated on that certain "Summary Plat of Briarwood Terrace" filed for record oresaid plat. the , 1978, in Vol. D8, page 152. The term "common ressly includes, without limitation, all open areas, reets, parking areas and utility easements located Properties described in Article II and shown on the Clerk of Bernalillo County, New D8, page 152. The term "common New Mexic 0
- person owever, cial ser Living Unit or or entity of (e) "Owner" means that ing Unit or Building Site, but does not in entity who holds title merely as security a debt or performance of an obligation. That the term "Owner" does include any recepte title who acquired such title pursuant alle or conveyance in lieu of foreclosure. the record owner of security for the any record owner pursuant fee simple titl include any Provided
- (n Ò ñ נמ (f) "Member" pro C. Hed He ans those On Article 0wners II, s who are Section] members of the

subparagraph (e) above, or supplemental plat of New Mexico, riarwood Terrace" wenty-Two upplemental rerrace", an which said (22), "Building inc lusive, Site" plat is more addition to or any nu Briarwood any numbered lot shown on means as shown on the Terrace lots the City particularly identified numbe hereafter o f "Summary Plat Albuquerque recorded any thr repla o. no ř 43 ۲t

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- the herein of intended occupancy uated upon the Properties designated upancy as a family residence, or (2) purpose term erm "Building Site", unless of the phrase "Living Unit page of clarity and is not for ts cs "Living "Living residential ΩI family residence, Unit" Unit .= facilities. unless otherwise indicated. means (1) or Building intended to any "Living Unit" any and portion of Building intended Site" limit ល the include р Н buí Site for iuse for The meaning ยย and P
- j, C.h (F) r e sidence "Class ាំas I Living been constructed Unit" means any and 14 Building ŝ occupied. S واسا rt. Ю odn
- which con not occi occupie (F) onstruction Д "Class and i Ċ of Н (C) till owned Living a residence Unit" means Ъу 1ំឧ*s* the Developer been any Building completed ម្នាក្ Si П ø ۲. ۲. upo
- S P residence intended Class ាំ ខ្លួន s III Living residential not рееп completed. use, Unit" but means upon which any vacant construction Buildin
- O 0 (1) rporation, O) "Developer" and its suc successors or means HOOD CORPORATION, assigns ង Z e₩ EX n
- ហ ociatio 3 ğ Articles" mean LI 'nе Articles 0 Incorpor ation 0 H the
- suant mulgate (n) 0 Ď. Ъу d "Regulations" 'nе the Board By-Laws 0 o f mean the Directors Association the rules o Hh and the regulations Association
- "Board" means the 50 H p. H U ire O rt SIO 0 the Associat

ARTICLE II

Membership

who shall be ĭn ьe payment person or appurtenant record Living Living acquires member; Section o f o f ţ1 entity holding foreclosure ធ member owner of owner of a fee simple Unit or Building Site ľní debt or such interest at provided, however, Ġ. to and 10 o fi Membership. Building the performance of may shall Association; provided, such interest not . pe ite рe çı, Every a member. that any judicial or undivided fee interest subject separated subjec T D T person obligation to sale or person or τo security for from Membership shal the Declaration the that entity ownership Decla shall not entity convey any O Hi

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- but inte for such interest, this Artic ១ ១ ខ Building each Living erests requir s Article II. only Φ P ined one loper ហ V 0 ite , all such vote shall • . __ н red for I æ Ø ctí Cla to When (J) 0 S Ħ \triangleright \vdash \cap поге Building Site membership as persons be cast Ħ ro еш co <u>ا</u> ership as than one Н **L**. ្នាម ព្ធាម្នា an one persons or entitles t with rem S (C) Arsh H → D H-0 8 i e in which they hold ರ್ ovideď in Ф . హ' nos -Ωı enti ll be all I with the O. D r# shall or СТ П E 0 entity ho any D. Section bе -0 tho exc Living o member ne (D) 0 ptio the 0 rs, Uni \exists 5 O rt H
- ន់ដូន SH 7 O rt 0 († t holds the ection 1 of Ü hree succes shall ГŤ ь П (d) (3) the first SOT cease y votes for each Living Unit content this Article II, provided the cease and become convertal 길 to . The (assigns O pua D) ťο P bership as that the C Ħ ga. or Bui Class A shall membe event ilding S: as provi he Class ţ shal mem Site ber ه سز O, ius. æ 10 шешь e in which ed in < ent 10 Ü P Pе _ led
- 田田 ø Ħ ∄ (1) nbership nembers) dīt ip equal ship, or When th ø 4 ij 0 0 0 ta ---Ð vot 1 v OP 17 (0 Ø out ta tst and n d H- 00 Ħ ΩQ in وابط **1** 0 -CB ⊢ თ a co (n
- (2) On January 1, 1984.

in 4 D) 0 ហ E E e f н Ĥ ovided P 0,1 th T 'nе required O ed abové, each Livin onversion for the ng Unit Q membe 00 i a 0 S ທ ss B member ss B member or Building ership by S nember member r shall be e...
g Site in which i DØ 03 dius. be entitled t Cla (I) ¢ יון מ 呂 t holds the Art embershi źc 0 one) e ΙI

덤 Ò m Ö 0 onvey Common bu 1 O ש D O н O Ħ O shall pass nt of enjoym Ŋ Ø legal ΙV, æ hall h ale o Areas. μo S het Ø ave the j.i. joyment n -) e ion n the right to use and an easement of Such easement of enjoyment shall be with the title to every Living Unit. the right to u Such easement to the Common Areas to first Living Unit sold Hem sha o f Ьe rs' E 11, ŕŧ hе Declarat how asemen 4 ВH and an e ₩ 0 b'e 14 on, H Ħ Ġ njoyment the ubjec by Developer the ement Deve Associat lope 0 of 1 be Pursuant 늘 æ ion pr D . appurt njoyme will Such foll Each ollowi еn Ħ 0 3 Ø r

- ď nd nd P efault OHU S рe D P. gnt fau ĝ ault B μ. C ctal οf (a) ile ed ГŤ any Ŋ O of any assessments Áq The By-Laws, I y the Board member to perform his By-Laws, Declaration o rig the member with r ments duly lev J t Common Areas 0 ů. in e Boar h respect to levied by th and Ω. н 10 ា ប Ħ tules 'nе u S he ď right the p end the paymen Board or obligations and Regulat nen men E Y 0 68 0 æ vote nt rship nodn 0 0 noqu annua inclu H n D. 5
- 0 13 0 0 DEBON (b) to Are Ø ເນ ake s a The ŝ ξIJ ည any ain H usr. (r) C S r \Box P (P O Hi o Ü н (n Φ 0 H **⊢** (D J 0 O Di (7) (A) Ass ona \subseteq P ocí bly L E iec 0 1 G w ťΩ Ü S. н n ting y to 4 thr pro 0 0 4 U 00 r = . . the

- inc víd writ erm imilar X ed, P đđ ten notice inable 11c ing mainte however, o fi to dischar а otice and without the payment ee by the Association. These ble with respect to contracts three enter without (D) (3) righ: into that nance and management of its cause upon not more without the payment in t years and no such contract o f contr duties regarding the Common Areas, the acts Associa a11 deemed such contracts t i of the Common Areas. nec shall have 01 with of any termination o limitations shall be than ninety (90) essary acting the and appropriat Develope through ហ្គ shall be term in day
- who the that for As holders of first ondit ailed socia membership of each class of are voting in person or by such purpose after thirty (led to each member at the mo hority or ent OH larat membership ions S any (d) such consent of the Association. :ion Ď, 5 , as ä part, The shall utility may be agreed right mortgages against ent is required by of obtain the for the of Common Areas such the ъy approved by two-of membership of S & H y (30) days written n member's address as Provided, further, t prior on Areas to any public purposes, and subject 0 (I) proxy at Ьу 0 ociati the members; Article written consent of the n o a meeting duly iving two-thirds (2/3 ţ,o × dedica public the Units Secti prov notice shown by hat Association r). O æ ř O Ø the or go. 0 ded, how the such ency, 7 the 7 of ក់ឧទ called tran the o fí ъe the Ö P 4 Ø P н
- C D ໝ Ħ (e Ď. Н Ф The right egulations The 00 0 overning l-h the Board to the use promulg O fr ulgate reas the Common asonabl Åτ e on or

rights and writing of the member. delegated sand limitat петре reside hг itations ect н er. S to ιΩ easement shall promptly the names of such person ion 0 f in the Living easement shal hall f his Any 4. l be subject s applicable and an easement s family, his te person to whom Dе legation of Unit. Any member to the persons tenant said U s of enjoyment same deles notify n elegat s or his • rights and conditions, Any their ing memb the s o member may contrac ín delegating sai Association in relationshi easement the 0 H restrictions Common Ar purchase P lega œ said 되 p to O S Ü

the of amount D) f annual asse lendar 5 previous Class I Living o f which does Dec (D year, esta eeds etion 5. Ihe larat н n curr calendar ship of ssments. twenty percent ration, the establish Units. not ent Units Annual each exceed to calendar the Board year must ac Any Às Ħ member the ASS 五〇日 increase <u>سر</u> ard shall, during December amount of the annual asse (20%) essme the following (A) P wenty percent year shall be liable particularly set οf ъe of the memb approved annual æ Ħ (7) annual calendar annual as נם ıíp ъу (20%) above ssessment o um two-Нh for to asse 0 assessment the Article ye מי sessment to n in Artici ssment H OH payment 自任 . 13 for (2/3) erson <u>1</u>e

or by proxy at a meeting duly called for that purpose upon thirty (30) days prior written notice mailed to each member a his or her address as shown by the records of the Association. The annual assessment for Class II Living Units shall be fixed at thirty percent (30%) of the annual assessment for Class I Living Units. The annual assessment for Class III Living Unishall be fixed at ten percent (10%) of the annual assessment for Class I Living Units. The annual assessment shall be paid in twelve (12) equal monthly installments on the first day of each month.

vid lar amount H S ember P for Section 6. Special Assessments. As more particularly forth in Article V, Section 6 and Section 7 of the Declara Board is authorized to levy a special assessment against a per who either fails to maintain adequate fire and hazard between the individual Living Unit, or fails to repair, potherwise maintain the exterior of his Living Unit. The int of any such special assessment shall be the cost of proing such insurance or exterior maintenance. As more particly set forth in Article V of the Declaration, all other speason class of membership. пy ů. fon J Πŧ

TE a 0 Section 7. Meetings. The Annual Meeting of the hall be held during December each year in Albuquerque fexico, at the time and place fixed by the Board in the sailed to each member. Special meetings of the member alled by the Board, the President or members entitled to least twenty-five percent (25%) of the votes of any least twen membership G D 🐱 шау New New o vo not 4 2 0 to

 $r \sim B$ æ D3 Section 8. Notice of Meeting. Written notice of eating shall be given by, or at the direction of, the Boar President, or the members authorized to call meetings, ling a copy of such notice, postage prepaid, at least to days before such meeting to each member entitled to vareat, addressed to the member's address as shown by the cords of the Association. Such notice shall specify the case, date and hour of the meeting, and, in the case of a sting, the purpose of the meeting. of each thir せ ø Ci D3.

Section 9. Quorum. At all mee al or annual, a quorum shall consont (60%) of the membership of each sented in person or by proxy. Prover a higher quorum requirement in sas set forth in the Declarations as set forth in the Declarations. O Declaration, e Declaration consist of not less feach class of member. Provided, however, lent is specified for ration, the higher quaraction shall apply. e higher quorum all apply. bershier, tha ر ان than whe nethe: ם יו מ דע

ARTICLE 111

Board of Directors

Annual Meeting of Members, at which time a ne of three (3) Directors will be elected by the Directors three the (1) (1) Association tion year nemed year term. Thereafter, Directors, each of whom Directors, year term Board o f in the Articles and will fembers, at which time Number as Directors by the members at their Annual Meetings and Tenure manag will consist ed by the Board will will be elected the The serve until a new Board of elected annually for Board of property the members three consist Directors and consisting the to ser (3)Ve

vote 4 \Box C ote of the members. A Director members to persistent failure to ote of the Directors for persistent failure to eetings of the Board. In the event of death, emoval of a Director, his successor shall be a manhers of the Board and shall serve ffice until emaining members or the erm of his predecessor. irector may be removed ed not Section 2. bе D) their successor member Qualifications, of the Association. with or ۲. s without elected Removal and qualified. removed by majority llure to attend regu cause Direc th, resignation or be selected by the Vacancies. Directreates will hold upon a majority for the unexpi regul Directo

for rec per Φ Section 3. Compensation. Direct services rendered as a Director, but eive reimbursement for actual expense ormance o fi their duties. Directors but s O rs shall shall be inc urred in not b the (D) ದಿ. ಭ 다)나 의

from time galving all specify the the to such written called by the Member Board will be held Section to time by the S the Special Meeting. 4 notice Regular time, place Meetings of the Boome held immediately the Board. Special Meetings of the Board President, or any two (2) Directors, by e to each Director at least three (3) days Meetings of of Such notice of Special Meeting and purpose of the management Board. The Annu ly following the the Board shall Annual Annual Meeting o e Meeting fixed

constitutes but only by maj en t ority Board. 出比 ection by unanimous consent then in office. O Th The Board may act a duly called meet1 a quorum. the Directors quorum. The called meeting Action by Board ent in then Board пау in office present at writing 4 which The Directors also act without executed þs quorum may the is is 21 1 Ð present. person only . Direc meeting 1 0 C ក ព ច

lection leas nominations to the Board ction 6. (20)sha Nomination days 11 be shall be made prior (of Direct to ed the d to tor the Annual Meeting the Secretary. Nominating Nominati suo Committ o The Hs Memb ø ß

₩ 17 ut nd/or О IJ ह ते ड m :; ating hall non-members lled. nominate led. Sucl Comm H C o f not h nominat O Φ may the Association l r nake ហ ions 1" ₽. 13. Ü \supset (A r.ay the пy o e nul nad: nominations Ф H from 0 F c. irectorshi Suoms S G มอน æ לר ۵, เก n O Ø

O ballot Д, 9,440 ದರ್ಶ The a Ð Ö allot 0 0 O ore these ው ርታ υid gest numbe lot will one vote -CS (D mailed to e ecretary Annual cret the P the commencement of the Annual Meeting of must be signed and dated by the member or mus the Ξ, Ву-QQ Ċ. bal nominee 0 space for a write-in vote for the included with the notice -Laws. ь С Ø for each directorship to be be returned by . Mee Ø lot de proxy w111 тe of. 0 ting each m turned CO the for votes C Ø (n holder count ach member TD. O ection ribing lecte of validity ещ ьy will be write-in ber pursuant Members. the bal Ď. mail or delivered t o уď 0 the vacancies vote e elected as Directors. the 110 Nomin w111 S to and announc 0 ω | of the Annual M Article II, Sec holder will be filled. The co **់** ខ nating e to determined ach bе n e -Committ Ф vacancy. S Secr fil the eiving the 0 Members. proxy ភ្ន right S Ø complete ection O <u>ф</u> ecretar result Meetin O entitl holder Λny O the The O of n L r+ 1-بر جر $^{\bowtie}$ Þ 0 ĎΦ

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- c C, ± s O н Ø ľΤ ٠. 0 Ö **¤** Ω ů 1 ហ Ü ecial meetin ŪΦ m O Ĥ the 3 19 ۵ O н Ø ø
- H H D (0 (d) (7) it deen s dutie storati d (2 e H s 0 S Ħ. 0 inc of necessary enter the Co int TOETO the and 0 ยา main Area <u>Б</u>. ch contra desirable (Z) m ena ø O D) ce, O д С 0 H ທ uit Th ĸ epa 0 بتر thir H i s ದ ಸ Q, œ. þ н Ð o (I)
- to Hs O ന Ô urit H 0 ет ће P- 0 H . O compensation, and r fidelity bond a D To 00 ent appoint delity Ø and and employees o remove M to requir بې • m μ at i O O CT. **>** ው of S Ħ S dis e D them cre xped etio ១៣៩ on, lien
- ന ച 0 0 spe rt D بلــا ب. 0 D Ĭ 1o ω Ø ø Ø Ø essment tablish ເນ pursuant levy, ខ្ល · m rt æ S O s and Arti id c O O -V ect o annua the
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- restrictions necessary to (7) To ssociation, a set forth in enforce the covenants, conditions bring law such 0 7 in equity, suits t he Declaration. in the ល name па у bе o f dee≡ed and
- the Association set forth these By-Laws, except (8) To sociation members. Ţo set exercise forth all in such powers the Declaration, powers r T ល ល the are name reserved Articles or of 0
- (b) The Board shall have the duty:
- and Mee ting of corporate affairs To Members. maintain a complete and to rento report record of ther eon jt ೦ು Ó the actions Annual
- 0 H קה ñ (2) > w SOC Toiation. supervis Ø all o H 111 тc er S ¥ נם gen H IJ D nd employee
- Q m n ゴ (3) ne D ŭ e C As سر ت н more ation: particular ly (n P \Box 1-11 9 th μ. Ħ ÅΤ ct 'n
- (H) To against each Living each year: fix the amount of Unit the annual during December sment
- applicable tained in t Τo pare the office of the Association and to open for examination Ω. roster each Living o f the Unit annual. t o by any Ъe assessment mainmember បា
- **→** 0 0 each send member; written and notice of the annual assessmen
- (ív) cate special assessment has any member issue, setting or forth whether cause or interested person a to ъe tuer any annual been paid. issued, npon certifior demand
- condition H all the 0 maintain, Common Areas. rebuild ឧ១៥ keep n Ţ Bood
- dvances made by first mortgagees gainst oreclosure. are Section necessary the Τo 6 Common Areas; to o f рау the all valid taxes, liens t o protect Declaration; the promptly reimburse Common and to as required by Areas 70 take other such steps against any Article charges
- Dec hazard Common Areas required laration insurance Ъу To ಡ ಗಡ Article maintain as required by Article to 011 require their fire Section individual and hazard insurance members 0 t o X, Section the Living maintain Dec laration Units fire 011 0 വ ഗ the and

iabili Artic ťу 1 e o X, Section nsurance procure D D J od fi nd maintain comprehens d fidelity insurance a the Declaration ive T e publ equir 10 per 0.0

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- 0 (a) To enforce rol set forth in estrictions or ស ១ e7 the provisions relating t Article VII of the Declar forth in Article IX of th the o Architec Declaration tur he D
- → > ന ഗ О (O clation set forth e by-Laws 3y-Law j. other the D 0611 eclar atio gations Ħ Articles 0 21
- Annual Meeting of Members J Section 9. Committees. The Board shall appoin ollowing standing committees, each of which shall conchairman who shall be a Director and two (2) members of be Directors or members each of whom shall serve for the Annual Meeting of Members to the close of be Directors or members se of the Annual Meeting 9. shall serve from the othe close of the ne it th who ne e d
- (n) P rt forth The Nominating in Section 6 of g Committee this Artic i e which e III. ដ D بسإ سر ha < æ th P ш
- D F eclaration duties The Architectural C and functions descri Contr rol Committe in Article e e V H • whi of ch the នង ß }-4 <
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 e annual audit of
 serve as an ex-of erve t Committee, which ensuing year, appro statement for the stateme of the / officio Association's books.
 o member of this which shall approve or committee ם ים prepare disapprov year

ARTICLE IV

Officers

as the Board may choose, each of whom will be elected and by the Board at its Annual Meeting to hold office at the of the Board for one (1) year and until his successor is elected and qualifies, unless he shall sooner resign or sooner be removed or disqualified to serve in such office officer may be removed with or without cause by the Board President and Vice President must be Directore newlygned s and have ned by the fficers ent and Vice President created offices may be thold more than one o ion of the the powers Number, Number, Tenure, Qualifications Association will be a Preside ent must be be filled b office. O by the Officers and such other officer the Board. a President, By-Laws Vacancies perform and One office. Board. annually he pleasure shall and The

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of his death H is uшen O S ñ ii e : shal <u>بر</u> all the Boa is i d as G of 0 j... н incid Ħ rd. S ubject O ゴ hal H Ø P In the inabi Lhe ident be the T O D and powers Ð IJ oilit; B Ð O

au of to S G N H агу S n ec) As н 田台 0 ro Ø р Ф J ection 3. nd Membership Roll of the Assid, will seetings; will give and, will execute, attest, descoiation; and in general, fice of Secretary and such any be assigned to him by the o ۵ rt H to ary, O. will have the lo a b senc ence, disab custody of n general, perfory and such other o him by the Pre o K of the Seal (if are the Association; will give all notices request, deliver and seal neral, perform Association; will keep the all notices required; when deliver and seal documents, perform all duties incider h other duties as from time the President or by the Boar any any al . to ٦ As ep the ed; when cuments incide Ø ij n C 0 Hh D ent Δ.

payable deposit banks, Board outles dutles Preside such Dire of a) In Ø all funds pre she ha SS ø ເນ an Ö 00 surer ō O)]e it all such mo or other dep of Directors s incident to s as from time latio: l be SIO m n еn , DJ 700 7 tt / 7 tr ation, receive to the Asso ive m and property receiion. If required by
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shall determine. H
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the faithful disci tateme asur eceived,
d by the æ · He rall raiv J general er ce io D nts ש א ma Dir J funds and pro or sureties e shall have f the f ly be ខ្មា and irector ۍب ان sh nex Treas ny so abi bud d by shal _sha 9 288 be sele all perfor asurer and ssigned to s. The Tr п ceasu) Lity, Lunds of the pres 11 ke ource s for d and did d of Dire Insi charge and properties of moneys du thatsoevele Association selected to perform all Dire rer ente O ηц • Treasur 5 0 ibur Þе O yе H. sed .ors, * t his cted by m all of such of H H C Board a s due and ty ct emen card of / anu t account er, and the dut othe cus J er Ass the memb O the 1es and ů, hav balan 버 5 Ō Ô oks ă 'n 51 ſŪ an i e a نز 0 H ហ O ച, ശ Ę P

officers shall be Directors, and no such salary by rea of the Association ion 5. Salaries. The salaries, if any, of the be fixed from time to time by the Board of no officer shall be prevented from receiving reason of the fact that he is also a Direction of the fact that he is a Direction of the fact that the is a Direction of the fact that he is a Direction of the fact that the is a Direction of the fact that the is a Direction of the fact that the Direction of the fact that the is a Direction of the fact that the Direction of the Direct Ξ. \Box Ħ O

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ARTICLE V

Financial Matters

funds 00 ciation, and be determin Section 1. Funds and Borrowing. The depository for iation's funds, the persons entitled to draw against to the persons entitled to borrow on behalf of the lation, and the manner of accomplishing these matters be determined by the Board of Directors from time to t thos time O P

may des for и жи жиро в Е rom corporate funds upon proper documentation for expense nourred on behalf of the Association and may receive compensation for services rendered. The Board may establish compensation officers, agents and employees of the Association, and may equire any of them to post appropriate security. The Association and exployees of the Association and may employ and compensate any Member, Director of officer, lespite their status as such, and pay any such person compensates. D ∄ the Association the efit from the Ð ന rvices the Director irection 2. Compensation and in iteration of officer will recipe net earnings of the Association upon dissolution, rom the Association, except Ø status : will receive, directly or indirect the Association, or any of the assesolution, or any other pecuniary on, except that they may be reimburs roper documentation for expense tio ly ts ion tion Φ

D O K 44 Dr O 10 'nе ithin 0 Section 3. Receipts and Disbursements. The Treasurer II receive and deposit in appropriate bank accounts all months the Association and shall disburse such funds either as ected by resolution of the Board, or without a resolution of Board when done in the ordinary course of business conduct thin the limits of the approved budget. The Treasurer shall one of the signatories on all checks and notes of the p. ation. money Φ (C)

operating innual Mee auditor ď been considered
The Board may andita ontem rating ere et for 4 · w = SI plated ing Sta unqua such Section 4. Annual Audit and Annual Balance Sheet and ng Statements. The Treasurer shall prepare an annual for the next-ensuing year and annual balance sheet and statements to be presented to the membership at the Meeting, after such budget and statements have first in many order an annual audit to be undertaken by an selected by the Board. The scope of any such audit defined by the Board taking into account the best to of the Association and its Members, but it is not that any such lifted opinion is deemed appro d opinion audit to be under and certificate o opriate by the Boa pria d its Members, t to be underta Ħ caken the mox enditor om time it it shali Committ p at i annual audit en En and tin ø (1) 0

and engaged the services of the auditor ssociation. ensidere ectors has such annual audit d by selected the the Audit and Budget ected the auditor, w111 р р supervised Committee defined i i and the expense the after the Board the scope res :ult of the o £ Ś ther aud æ **μ.**, rt

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to O to December begin р**,** Section gin on o f the date of incorporation. → U 'nе Fiscal first day rear. January that The fiscal the and first ų end on rear 0 f fiscal the 100 31st Ass yea 0 0 iati

ARTICLE VI

Miscellaneous Provisions

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levied against each member's Living Unimembership rights showing the duration records and corporate documents of the for inspection by members, directors, of mortgagees of Living Units within the and address of each proxy holder, together with proxy and the signature of the proxy holder and the proxy; the amount and payment status of the levied against each member's Living Unit and пsе ന ര mortgagees reasonable 0 f every nd address of and Section an easement person to whom a member and business Кe each member; еp E) Membership Records of enjoyment in the Common Areas; proxy holder, together with the d hours. Membership the Roll neme, the Association will the Properties, during which will show address The operties, during Secre and relationshi and first assessments member giving the date of tary suspension of right the The **р** е nan open books such d

by the Declaration mailed to the last 10 waived by 10 0 the when delivered. after any reason meeting Sec the any personwwho waives notice in writing, the meeting, or by any person who appears eason other than to contest the validity tion Waiver or the address shown by Any such notice ver of Notice these By-Laws contest the validity will be requirement will be considered the records of notice consider of meeting s at the o either the ed given when Association call before meeti requir 10

ties reasonably committee apacity; provided, which ross a party by ection such neglig and member of the member, hold harmless each member enc incurred in connection with reason of P 20 however, director, willful less each member, director, of Association against expenses the that performance misconduct officer or this Association will provision of his duties in any c the does not a indemnitee laim or lawsuit officer Ω, and efend, not in such 11ab111apply

eny the 0 17 60 regular or Directors Articles provision vision of these Declaration may Sectio OT 0 H Ħ present 5. Amendments. special meeting Declaration. t. Di not be By-Laws such meeting; p amended of the These except Board by By-Laws provided, hower controlled by ស ស пау majority provided however, is C amended, 343 vot,k **#**hat Articles a) \ O

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CERTIFICATE

going By TERRACE 1979, at and New Mexico Secretary ration. By-[] [] HOMEOWNERS' the Laws WITNESS non-profit first 0 £ Were BRIARWOOD WHEREOF, duly meeting ASSOCIATION on corporation, Tv adopted as we, the TERRACE O Hi the Board the hereby undersigned, HOMEOWNERS' y certify
By-Laws of a
21st day
d of D Directors being the P ASSOCIATION, o f February, rs of said BRIARWOOD that the Presid fore ţī. en

HUGH E. HOOD, PRESIDENT

DENNIS M. McCARY, SECRETARY

First American Title

Santa Fe 042738

4-1007

PATENT

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Mexico, has been deposited in the General Land Office, whereby it George D. Ruoff has been established and duly consummated, New Mexico Meridian. southeast quarter of Settlers on the pursuant Office by the Surveyor General. to the official plat of the survey of the said land, returned to the General Land WHEREAS, south half of the north half and the south half of Section four and the to the Act of Congress of May 20, a Certificate Public Domain," New Mexico, containing six hundred forty Section five of the Register of the Land Office and the acts supplemental thereto, the claim of in Township 1862, "To secure Homesteads to actual ten north of Range four east of the in conformity to law, acres, at appears Santa Fe, according

water rights for mining, agricultural, and said claimant ditches or canals constructed by the and there is reserved from the lands hereby granted a right of way thereon for recognized and acknowledged by to ditches and reservoirs used tract December 29, 1916 (39 Stat., 862). reserving, however, to the United States all remove the same pursuant lands so entered and patented, together with the right to prospect for, mine, NOW KNOW YE that there of land, with the appurtenances thereof, unto the and assigns of the said claimant forever; subject the tract of land above 18, to the provisions and limitations of the Act of the local customs, in connection with such water rights as may be therefore, granted by the United States unto the authority of the United States. described: manufacturing or other purposes, and rights the laws, and To have and to hold the coal and to any vested and accrued said claimant decisions of courts, other minerals in and Excepting said

Land Office to be hereunto affixed. America, have caused these IN TESTIMONY WHEREOF, letters to be made I Calvin Coolidge, patent, and the President of the United States of seal of the General

Covenants, Conditions and Restrictions Declaration of

Homeowners Association, Inc. Briarwood Terrace

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BECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(BHIARWOOD TERRACE, an addition to the City of Albuquerque, New Hexico)

TION, a New Hexico"Developer"). Declaration of Covenants, Conditions and Restrictions has 26th day of January 1979, by HOOD CORPORA-

THEREAS, Develops is the owner of the real property described in Article II of this Declaration and desires to criticate in accidential community with private atreets, parking areas, parmanent parks, open spaces and other common areas for the janeit of the community; and

subject a each the private atreats, parking areas, permanent parks, aces and other common areas; end, to this end, desired bjack the real property described in Article II to the trictions, c. h and all of each the real property casements, charges and liens of which is and are for the berthereof; and Daveloper amenitios dasiras n I 0 113 to provida community and for the benefit o the maintenance ftor t h o he covenants open property

WHENEAS, Daveloper has deemed it destrovervation of the values in the community which should be delegated and assigned taining and administrating the common areas and restrictions hereby created, and collethe assessments and charges hereby imposed per has accurately, values in the community, common areas, enforcing the cove ed, and collecting and disbursing aroby imposed; and imposed; destrable, t a powers of mainfor the the covenant afficient

WHEREAS, Daveloper has incorporated under the lava of State of New Mexico, as a non-profit corporation, BRIARWOOD TERNACE HOMEOUNERS! ASSOCIATION, for the purpose of exercisithe functions aforesaid: laws of the

HOW, THEREYORE, the Developer declures that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covunents, conditions, restrictions, casements, charges and liens hareinafter put forth.

ARTICLE I

Definitions

tion, or Baction or any The following words, when used in Supplemental Declaration, shall have: the following

ABBOCIATION, a New Max puccussors and sasigns "Association" m ON, a New Maxico means the DRIARHOOD THRRACE HOHKOWHERD

(b) "Daveloper" means HOOD COMPORATION, a New Merico corporation, and its successors and assigns.

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- "Board" Beard Associati
- proporty described through the brop Living Units and Common Arons 811 set forth in Article II, all of a to the Declaration of Covenants, amendmanto propartiann Articl C o altuate within the legal of which sold property to of which sold property to nto, Conditions and Restri 11 T 11c including Property" usan a und Restriction n 1 1 Linteat is usde subjec 10 desert nolla
- described in Article II, except lots numbered Tuenty-Two (22), inclusive, as shown and dead cortain Summary Plat of BRIARHOOD TERRACE, and of Albuquerque, New Mexico, which said Summar of Albuquerque, New Mexico, which said Summar of Albuquerque, New Mexico, which said Summar of the Office of the County Clerk of " including any expressly includes, without limetracte, parking areas and util Properties described in Article on June 27, L..
 ily includes, 1978, Hav Hexico, which said Summary Plat was f the County Clerk of Bernalillo County, f the County Clerk of Bernalillo County, f the County Clerk of Bernalillo The torm "commudes, the County Indicator, all open areas, dos, without limitation, all open areas, and utility easements located will sareas and utility easements located will sareas and utility easements located will the county of the storm of the stor lots numbered One abered One (1) through d designated on that CE, an addition to the all open areas, private menty located within the blown on the aforesaid Properties (1) through "Common area X or racorde
- (f) "Building Site" means lots numbered One (l) through Tuenty-Two (22), inclusive, as shown on the Summary Plat of BRIARWOOD TERRACE, which said Summary Plat is more particularly identified in subparagraph (a) above, or any numbered lot shown on any replat or supplemental plat of BRIARWOOD TERRACE hereafter recorded
- for residential facilities.

 "Building Site", unless other
 the phrase "Living Unit or Bu
 clarity and is not intend-"Living Unit" means (1) any portion of a building upon the Properties dusigned and intended for use and spon the Properties dusigned and intended sto family residence, or (2) any building site intended sortisi facilities. "Living Unit" includes the term , unless otherwise indicated. The ing Unit or Building Site" is for not intended to limit the mouning the term
- ment of a to any Living Unit person or entity w 3 term "Owner" does in "Owner" acquirod who holds title marely as secure performance of an obligation. Desna such title pursuent to a j Building Site, but done not security for <u>judicini</u> 1,00 providud, includa s 0.7 100 tho # n y titlo
- which residence Living Unit" init" means any Buill constructed and is Bullding lding Site upon
- occupied yh 1 ch onstruction of a restury "Class II Living Unit" means residence the wany Building Site to
- intended for **idenca residential III Living completed. U## Unte ם וונ neans a any ' vacant building construction ***** 57
- Association provided i Artiala . heract, and "mamber"

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Conditions tion offact provided in acto in Article "Boclaration" 72 8 23 Line trictions, includ he filing of a Su a XII hereinbelow mean a including any amandment or mi Declaration of Covenants modifica-

including any spendments thereto. of the Association,

(o) "A "Articles" maans 113 Articles οf Incorporation of the

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by the b (p) "Rogulations" mean the rules and regulations a Heard of Directors of the Association pursuant ws of the Association. to the

ARTICLE

Property Subject 0.0 Declaration

The following described real property oftuate in the Albuquerque, County of Bernslillo, State of New Hexico ('Property' or "The Properties") is hereby made subject to easoments, lions, covenants, conditions and restrictions forth in this Declaration: the Cit City 0 1

HRIANWOOD TERRACE, an addition to the City of Albuquerque, Bernalillo County, New Hoxico, as ahove and designated on that certain "Summary Plat of Briarwood Terrace" recorded in the Plat of Briarwood Terrace" recorded in the Office of the County Clerk of Briarwood Terrace" 152. Said "Bummary Plat of Briarwood Terrace" 152. Albuquerque, New Maxico, Altos, Unit No. Two (2), Albuquerque, New Maxico, on Harch 16, Bernalillo County, New Mexico, on March 16, 1976. The tract berein described contain 3.1776 o County Haxlco Da Los

ARTICLE

Hemborohip and Voting RIBHED

rescord owner of a fee sliple or undivided fee interest in any living that or Building Site subject to the Declaration shall be modifing such interest as sacurity for the payment of a dobt or performance of an obligation shall not be a member provided, he avery, that any person or antity who acquires such interest at severy, that all or by convoyance in lieu of forenlosurp shall be a purchast at sale or by convoyance in lieu of forenlosurp shall be a subject to the Best in by convoyance in living unit or Building sites and best in the convoyance in the best in the subject to the Best interest in the apparated from object at a purchast to and now much interest at a subject to the Best interest in the Association shall have two Best in the Convoyance of a down the best interest in the best interest in the best interest in the subject of best interest in the be 443

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defined in Section 1 of this Arricle III with the exception of the Devoloper. Class A members shall be entirled to one vote for each Living Unit or Building Site in which they hold the interests required for membership as provided in Section 1 of this Article required for membership as provided in Section 1 of this Article III. When more than one person or entiry holds such interest, all auch persons or entities shall be members, but only one vota shall such persons or entities shall be members, but only one vota shall such persons or entitles shall be members. CIRRO BED A. Class shall be entirled to one vote members shall thouc those members oxeception of

holds nccensors occur 3 (3) (b) Class B. The Class B member shall be the Developer, its ausors and ussigns. The Class B member shall be entitled to a (3) votas for each Living Unit or Building Site in which it is the interest raquired for membership as provided in Section this Article III, provided that the Class B membership shall a and become converted to Class A membership upon the first cour of the following events:

memberahip; or Whan squal the total votes outstanding in n Class A

2 On January 1964

Upon the conversion of Class B mambership to Class A member-ship as provided above, the Class B member shall be entitled to one vots for each living Unit or Building Site in which it holds the interest required for membership by Section 1 of this Article III.

rights of membership, including the right to vote, the right to right to use the participate in Association affulrs, and the right to use the common arous, are subject to suspansion by the Board for: (1) the failure or refusal to pay any assessment leviad by the the fasture or refusal to pay any assessment leviad by the che faiture for a period of thirty (30) days after the due date of such assessment; or (2) an infraction of, default in, or of such assessment; or (2) an infraction, the Articles, the breach of any provision of the Declaration, the Articles, the

ARTICLE ΙV

Property Rights

Bection 1. Heminra' Ensements of Enjoyment. Subject to provisions of Section 3 of this Article IV, every member whall have the right to use and an easument of unjoyment in the Comparation the right of ingress and gross over the Common Areas to and from and member's Living Unit, and such easument shall be appurtenant to and shall pass the title to every Living Unit. whall Common

Bottion 2. Title to Common Areas. The Development of itself, its successors and esigns, the prior to the time the Daveloper convoys title to the Unit wold by Developer, convey the Common Areas to the Unit wold by Developer, convey the Common Areas to the and clear of all liens and encumbrances, except from and clear Devalopex, co and The Davaloper gns, that it whall, to the first Living a to the Association herab

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including (3) Article right of individual if anjoyment in the anjoyment in a Article IV. Aruns as paptocid on seni

Bection 4 parmon or by пашрег (E) ្ឋាលន t 101 Buch I this Duclaration. Common Areas to any urposes, and subject that the Association shall obtain the nomber o 00ffct Association provided, hovever, that any au-uo-thirds (2/3) of the membersh public agence itrat mortgagas public agency, auti for auch o f Association. author Article X, prior

to entor into condition. Provided, into such contractorizations of Articl into Articla X, u duties repording the Conagreements shall be gazzion 10 of this the Association, necesusi thu Common Aress Appociatio acting through appropri ess, including and the Association aright to enter H Board th.

family, hi his Living Section ton 4. Delegation of the By-Laws, delegable provisions of the By-Laws, delegable provisions of enjoyment in the Common assemble of enjoyment in the Common to the tendence of i i i s tenants enjayment Any mumber 0 no delega. bux chamer # Any wember may, 1 1 righto nomag

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ARTICLE V

venants for Maintenance Austrantench

of a deed therefor, whether or not it shall be so expressed in any auch deed or other conveyance, shell be deemed to covenant and sagree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements or including repair and reconstruction of private streets, parking areas and permanent parks located within the Properties; and (3) areas and permanent sagainst individual Living Units for the special assessments against individual Living Units for the such Living Units. All such annual and special assessments shall be fixed, established and collected as hereinsfear provided. All such annual and special assessments and thereof as hereinsfear provided, thereon and costs of collection thereof as hereinsfear provided, ashall be a charge on the lund and constitute a continuing lies on the living Unit against which each such assessment is made. In an think the continuing lies and the living Units against which each such assessment is made. In addition, each such assisted, the the time the obligation of the owner of the Living Unit at the time the assessment became due and payable. Bullding ing Site owns 0 ព្រះព្រល Covenuat r hullding Site by accepted to be deemed to covenant at the deemed to covenant at the covenant Fur uonal atthin the Propertie Site by a Obligation enceptunco =

Section 2. Phispode of Abancamenth. The abbenies levied by the Abaciation Thurs be used exclusively for the purpose of promoting the recreation, health, infety and walface of the ownered and residents of the Properties and in particular for the improvement and maintenance of properties, nervices and facilities devoted to this purpose and to the use and enjoyment of the Combarcial and of the living Units situated within the Properties, are and of the living Units situated within the Properties, the facilities in the payment of taxes and insurance in the payment of taxes and insurance facilities. including, b thorazo, and for the cost of Inbor, mutarial supervision thereof, and without limiting the foregoing purposes, the Association may pay assessments the following: repair, muintenance, replacement and e cost of labor, muintials, management and e cost of labor limiting the generality of the and without limiting the generality of the of the Common ouners

- (a) The cost of providing water, sever, surbass and trash collection, electrical, say and other necessary utility services for the Common Areae, and, to the extent same are not separately meterad or billed, the cost of providing any such utility survices the the 1.4 ving Units.
- insurance the this Becl E Declaration. AB BOY The cost of providing fire and extended coverse with respect to the Common Areas, comprehendive insurance, and fidelity insurance, all of which coverse the Association in required to procure as more particularly provided in Article X, Sect procure and X, Section ! public 10
- failed, noglected tion 6 of this 6 Thu any individual Livi ected or refused to this Article V. ding fire and extended coverage Living Unit, the owner of whi d to provide some, as provided Ç, 7 2 2

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- professional Common Areas 3 the the 9 Aunoclation. providing such legal 0.3 accounting, the opera n of t
- 200 HOM оннаку Aroa Thu B COBE maintaining, repairing cost of any equipment of for use with respect 30 03 hnd and landscapius c furnishings desc to the Common Are deamed th e
- (B) The cost of i exterior of any Living neglected or refused to this Article V. refused to maintain, as provided in Section V. painting, irepair pair and maintenance owner of which has f falled,
- Inbor, services, maintenance, similar expenditures which the otherwise, to pay, or which if deemed necessary and proper for the Associarian cost of any and proper for and all other nee, repairs, eaxes, nee, repairs, eaxes, net, the Association is the the the discretion of the control of the c ouch materials, n secutived, by of the Board n of the Common noard d supplics, P 0 5
- nurear ance Buch 0 levied against the Properties, o the ovne λny Common Are Amount Areas, rather than abover, that grant; provided, however, that grant; provided, however, that all subrogate the Association to all subrogate when your possible f t the Propertion, diacharBe 10 constitute portion llen Intarast therec payment of en cum 0.0 l en
- eplacement 9 T 11 0 of 1800 οſ Common of funding an captul improv improvementu, ndequoto = reserve any, หอห f u n d 70 for the 1130
- baginning J percent succession. Shou 00 e Board firmative voto o Augociation por Living Unit. From and after the calendar ing January 1, 1981, the Hoard may increase the association to the association of the annual association (20x) above the amount of the annual association (20x). dasm 1 calendar propose nore than Should the Board oard virbous calendar Your λn fixed ing 0 Int duly culled for t adoption of Beinning ch revolution musthirds (2/3) of the Annual a vote of 1 co percent dotermint, ercent (201) year in the tollowin Bourd in an amount yours such action n must be adopted n the membernhip 1 1 2 howaver, necessary, Tuement t)) o Bourd phall 100 manner annua nounder I Lxed excoed f i x

private atractu, Properties or Col taprovenence notice Association who are duly ealled for tha resolution to be f each nember no "." Comm , opplicable whole or in parking areau amon Areas. A poment, the Board e adopted by the enenta voting in person ocintion quorum required for an members ت ن phoun ndopted includes ხა hnd mn ile mailed to ρÃ or replacement precondition nembers of the nembers of the affirmative shall propos permanan levy the . 0 (00) records of Cubith by proxy 1008 0 apectal daya Permitted [or ត្រក្នុងពេធ 0.5 Annociation. րուրու 1200

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extended coverege Living Unit. C 10 inaurunco procura the obligation Rulpung INHUTARCE пешрска 111 mortgagee, the owner of each Living Association, the Association and the Living Unit. Should no owner of the Living Unit. Should instruct the cost of such instruction, the cost of such instructions. each of any Living Unit failu. inpurance and to provide COVET the Secretary of Special Special Announce to Industrice of the Living Unit whall procure and maintain fir insurance on his or her Living Unit in an interplacement cost of the Living of the Living Unit in a pecial is ever determined to be within a special in ever determined to be within procure and many Secretary of Housing and Incorporate and many secretary of Housing and Incorporate and In as co-insureds as Association shall be taupa tauba to the for Insurance on Living Living untlafactory proof thereof hull have the right, but no ll also procure neglects or d the yang interests appear itu nama covered b the owner and refunes Living maintuin lr e Trusted auch Unit 046-

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shall riginal with concurrence of the mortgagee, if now proceeds to rebuild or repair any lastness condition as for as practicable provided in to On laguranc destruction of any nce written of any Section such Living 0 n the name of 1115 Article , ony, apply the onch Living Unit 0 (1) 1 ! r Association Αυσοςίατίου լի։ other

unit and a li Should obligation, Owner's Livi collected as pariod of chirty (30) days this Article V. Sai Bourd, to Section 7. ng Unit and to lavy a upectal assessment abstract to the cost thereof. Said special assessment is personal obligacion of the then owner of the Lica abalast the living Unit as provided in Soction abalast the living Unit as provided in Soction of the living Unit as provided in Society of the living Unit as provided in Societ nor of any Living Unit fail, neglect or refuse, for hirty (30) days after receipt of written demand fingular, repair or otherwise maintain the exterior it, the Association shall have the right, but not opaint, repair or maintain the exterior of such guitt and to levy a special assessment. provided Sald section 11 of this unnenut Article < enfarcad Suction Living ction i not the ghall 回3.33 and

V, Annual at nent for ' RIVINB Annual thirty Section 8. Unite Class II P D d percent authorized annual រពព្ធភាពការពេល shali we fixed norized by Section 6 and Section 7 of this Articipedial Assessments must be fixed at a uniform railitying Units. The annual and any named it is it living Units should 30 (XOC) of the unnequments for Class I Living any special assessments for Class III fixed at an amount aqual to ten percent for Class I Living Units. មិត្តពិធីមិ equal

appendence of Annual appendence of Annual appendence of Claus III Living Untime on the Board determines funds are obligations of the Association as put the Articles and By-Laus of the Annual Theorem occupancy. not Annua Cluss II Living Unit shall commonce we residence thereon is completed and the occupancy. Annual assentances as to whall componed on the parlier of (1) to immediately following the date on which the contract of the contract o immediately tollowing the Devoloper to the first publit is transferred from the first on the first public to the control in the Living Unit, or (ii) the first on the first purchase the Living the execution of a real astate control in the Living the execution of a real astate control in the Living the execution of a real astate of the first purchase against the first purchase and the first purchase the control of the control of the first purchase and the f Cluba t Living Unit c he provered for the belance of Unit. nnna installmants commences. Annual assessments as to hall commence when construction of a on which thu 1 Association, but in any event Annual Angesuments. first ٥ the residence each Class 1 113 forth in this писинивку the first 10841 payabla first purchasor munch immediated commance Ç b to perform duy to roady Rulvil Declaration to the Living Lranulors month during O. Annunl Living Unit th o ent for binding month tho o f

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portion these three ten 'percent Autociarion. If may or other installment Edon shall shall run with said L collection assessment whall, Living Unit, BUCCEBBOLD eruonal ten her a provided herein, omand ecover interest Hu L monthly law against n hareby cr Section Obligation Should continuing lien on the L such anneunment and agalgna. It is not cher to be due dore, what is due dore, what have collect a money hip heiro, devioces, d assigns, if any a authorqueutly a action at lav, cent as aforens t then delinquent, whall bear interect; (10%) per annum, until fully paid; and (e the option to accelerate and in annum. levied the Association Rffect tagether the Auspelation may then owner of the it ٥ thereof Iving ten on the Living Unit a which such lien shall b ving Cait and shall bind che 30 11314 non-Payment of Ouner; The Lien; or special anne H to to her, the Annoclution of the design of the state of the st any annual or u 0 (r; The Lien; Rumed due interest thereon and costs ии изпести изэениу о foreclosure of exercise Living Uni 1100 thereof. and payable, without notice exclusion to acceler pecome paid thereupon in not Runedies of the representatives ald; and the Associ may elect appurtenant theruhy paid within phaenameut, bring an a 20 len μny n. In any entitled to attorney 43 H B VIIIV. nonthly action paid l erato ce or gu I

Unit t Rulpura 0801 1 1 fing any nuch unbordination ...all shall romain subject title to on any Living Unit within the mortjuge, and payable 17. Subordimition of then to provision to the contrary continued in provision to the contrary continued in the Association, provided, artificial action, by the Artificial action, and action action, action, and action action, ac าแลกลองกุกก foreclosure of the martyuble prior to the time of floreclass." provided, further, that any out ect to the lion of approximantu contained in this Article to the n first mortgague acquire romedicu บารท CONVOYANC nen which wh 1 Horulthprov <u>C</u> Article howevur 140 CCODS 11

Hotification from request, the hold 13. Holder of Northers Entitled to Written from Aunoclation of Default by Merthuser. Upon holder of a recorded first morthage on any Living

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written ne Hortgagor ol gagor's ol any failu not ctan notification from the Association of any default by the team notification from the Association, including particularly or a obligation to the Association, including particularly failure to pay any association due, which such default curad within sixty (60) days. Any first mortpulse raking curad within sixty (60) days. Any first mortpulse raking such request shall provide the Association with such information than the such request shall provide the Association with such information to another respectively. reasonably . Properties Association of nnd nall receive y default by e of such Hor - 0 43 3 0

ARTICLE IA

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negligent placed placed shall placed on the dividing to the extent not incomball conditions a party wall, and to the extent rules of with the provisions of this Article, the general rules of with the provisions and of liability for property dames agarding party walls and of liability for property dames. 3 X T d oction or willful 0 11 3 ute a party General ACLE I Rules of the to Apply. Back if and construction of the Living Units, if any, line between the Living Units, if any, and to the extent not inconstatent និង៤៤ ច មិ ពេល ២ ខ vall built dup

reasonable repair by the Ouncru who Section ection 2. Sharing of Repair and Haintenance. The able repair and maintenance of a party wall aball owners who make use of the until in proportion to 110 be shared puch use. cout of

Section 3. Destruction by viru or Other Casualty, party wall is destroyed or domaked by fire or other casualty, party wall is destroyed or domaked by fire or other casualty, owners thereafter make use of the wall, they shall contribute the cost of restoration thereof in proportion to such use with the cost of restoration thereof in proportion to such use with projudice, however, to the right of any such Owners to projudice, however, to the right of any such Owners to largar contribution from the others under any rule of largar contribution from the others under any rule of largar contribution from the others under any rule of largar contribution from the others under any anisotropy. actu or cutuatona. lav regardcall for a

provisions o against Suction uuch elements on 4. Heathbriroofing. Herwithatanding any other of this Article, an Owner who by his negligent or t causes the party wall to be exposed to the elements the whole cost of furnishing the nucessary protection

ulth Baction that the thurst th the landor land. The rights to and moder this Article VI շուժ. shall be appurtenant to and ru Hun

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Architectural Control Committee

exterior of any color or whide made until the whape, height, submitted to an ט ג ט ג Architeration 1. Review by Committees. No building, funce, we be action 1. Review by Committees. No building, funce, of other structure, or any Jandscuping shall any change to the mainteined upon the Property, nor whall any change to different mainteined upon the party of including the use of a different without of any living unit (including the nature, attack of other withouting the nature, and the party of the party phude of paint, etuceo or other lithe plane and opecifications aight, materials and location of uha Ve 1 1 arocta

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annua. Committee Property no a v additions or ch mater plans and ցսշի noticeabl gooking approval hall disapprove any exterior of tolly deviates from the archit tolly deviates from the archite the fall living for the chest the fall for the fall f a whole. The Architectural Control Committal a whole. The Architectural Control Committal on the approval or disapproval of any auch of alterations within sixty (60) days of submittal alterations within sixty (60) days of submit all approval can be extended for an depectifications; provided, however, that the roval or disapproval can be extended for an itrey (30) days upon written notice mailed to try (30) days upon written addition or alterating to make the exterior addition of alterating to make the exterior addition of the caterior. alterations within whole specifications; standards Review Trans architectural dealen and co Property Architecturul alteration micree phoil aubminaton of h exterior uddittona CONT prior 0

carning the construction or applaced wil, or the validation Sections 44of the nrbitrator 00000 such dispute ngr Augociation, expiration of arbittutora chull choose arbitrator. terms of the lieu live through 44-7-22, be as follows: " umended " third orbitrator. rendured purauaut innollog: The arbitratory chosen by sird orbitratory application of Hen Hexten The In the ппу the matter inclusive, H.H.S.A. The Board, active րուերոգ thi s this Arrivers the Arrivers of the provisions of the Arrivers o hu ti 101 to binding dectuion of a the Architectural 201

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by ac and ul trual) ervica adaqua Q neighboring garbage woodplien Living Unite clutheulines rubularly drorage ccumulatu und ptreets. edulpment. === removed from piles shall be ki A 1 1 ench All d rubbish kept u clotheslines from creened

neintained upon the laccordance with the located thereon or a this Decluration. Section 6 no funces, hedges or vathe Properties except suther initial construction D D approved in accordance valla such as are 0 E the 1.1ving Un e with Arriclo shall be be erected or installed in Unitu

hoops front side section ection 7. Without prior written approval and the alf the Hoard of Directors, no baskethall backboards shall be placed on the exterior of any building on thereof. authort

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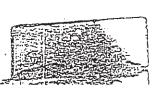
sithin public r within the Common Arena, for parking or any beveloper or the Annociation for parking any lights and duties of all Owners regarding and other lights and dutiers, boats, campers and other lights for trailers, boats, campers and miles and some constant of the lights of the constant of the lights Section 8. permitted longer than v i ev Common Arens, ather Ho longer than trucks of grenter Ansociation. or heats and sule 9110 one parking or acorage e (1) day near any Living than in an area provided (1) day on any lot or on the other permitted to remain neveloper's than three-quarter nud manugement l an area provided by recruntions parking srea 100 10 bУ the Common 00 nection (3/4)vehicle pru Lhe. The

ARTICLE X

General Provisions

deed or other conveyance thereof whill expressly no ut, as "covenant running with the backgraction are and shall be the "covenant running with the land". All of the provand the begins and the land and the land the members and Owners and will instruct to the beneft will be enforceable by and spanner the Ansociation. "I will be enforceable by and spanner the Ansociation." I will be enforceable by and spanner that the provade any member, and each of their respective logal representation, accompany which this peclaration is fitty (50 holes, nuccessors and suspens, for a torm of fitty (50 holes, nuccessors and most peclaration is filed and from the date upon which this peclaration is filed and anche antonical account of the periods of ten. partion thereof, will the ferred, subject to the Supplemental Duration. lemental beclaration duly elemental beclaration duly elemental two-thirds (2/3) (for the county in the office of the County in the office of the county in t amending, The proporties, Hec laration. and, if trans--- not my ion, whether or not my of filtry (50 to filed and lund and the including any Living , if transforred, shall ulenud and 0 of the Living Unita representatives. benefit ten (10) provisions of be considered -ny Owner, ntate. acknowl-Proporty 10 and 3.0

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ARTICLE IX

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including any other out-buil otthin the roperties are Section our-building, სი п properties. residential use, be moved from another elte to be moved from another elte to a norther elte to trailur reuldence uldence either temporarily or permulation of t Living Unico truction and restricted All construction upon any nond no exterting building or that after to a Building Site to reoldential duellings temporary character permanently. the Properties ոլեկյի parn or y nullding 10

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eructed activities of 2agunpue nAT 3 billboards, uns the proporties ппу the health or unrequently disturb portion of the Properties. 10 unulghtly kind chatsoever e construction and udvertialng algna (except one repident covenants shull օխ] «Ըլ», thereof. o remain on the Propertion any University whall be conducted perties. Provided the construc not apply to the business no business purpose Jauno agentu urther Living. nor the which bnd FIVINB # my

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of the provisions, restriction by judicial determines by judicial determines affect any other provisions of the full force and recommendations. Severability. rictions, conditions or determination or other done of the Duclaration Invalidation ons or covenunts of the otherwise whell in no we ration which whall remain o f any one or more the uay

require 6 Section intion. n notic 1003) parmitted to be taken by the Owners of the parmitted to be taken by the Owners of the Association may be taken as the taken by the parmitted to the such purpose. At least thirty (30) of the of any such meeting shall be mailed to that address as about by the records of their address as about by the records of quoru rson or by proxy. any --auch notice of moeting shall ar
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m for any auch meeting shall co higher hy-Lavu by proxy shall nloss the parti A majority Articles of Hembers of the 100 y action Living Ouners a meeting Association boing BIXty

Suction 5. Ansociation Insurance Requirements.

amount value first mortgagaco tructure constructed Yire and Ex lome of ca 0 ociation shall furnish proofing first mortgage against a nd Extended Coverage. The Augustate tain fire and extended coverage insurance than one hundred percent (100%) of the feath one hundred percent (100%) of all builds current replacement courts) of all builds current replacements, if any, now on the capital improvements, if any, now on the capital improvements. ther capital parking procure within the Common Area sintain ouch The Association shall YKeap 90 pll building 30 inpurable

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- abuntunte (1) Decrease required ų, this pri unt of fire provictum; and extended covernBo
- prior (11) the the processor wher than the repair. teplacement or reconstruction of capital: improvements of replacement or reconstruction of capital: improvements of the Common Areas to their original condition immediately the Common Areas to their original condition immediately the Common Areas or damage as far as practicable. 1098 or damage proceeds woal other t the repair
- Such policy must continuous from denyii insuranco the Association or another owner of provide for valver of subrogation r Lon the members. ոհո11 Living Comprehenative Public Limbility Insurance. The Association product and maintain comprehenative public limbility in amounts not less than \$50,000.00 for property domage for 200.00 for personal injury and death per occurrence cy must contain a clause or endorsement precluding the agents, denying a of subrogation rights against the Association rights against the Association rights are or against. Appociation of the owner ounerd further
- tunds without (c) Pidelity Coverage insuring against dishonest auditate fidelity coverage insuring against dishonest directors, employees, managers, agence or servants of Association in an amount at least equal to one hundran percent (150%) of the estimated annual operating experiences of the suscistion. Such insurance must alm dishonest acts by voluntures or any person who handle dishonest acts by voluntures or any person who handle compensation Insurance must also cover y person who handlow Association hundrad expenses and of the fifty COVUE and

Ausociation, any Unit, either uin have the right, Ausociation's ob Upon the collection of horoof Indurance coverage required provided by Article V ribu collection of annual assuments up required by Article V ribu collection of annual assuments if on or the voor, and the puyment of any tax, special any first morter other charge agrange the Common Areas. Should any first morter advance funds to cure a default of the Association with respect to its obligations as aforemed, such first orthogonal be interest at the rate of ten percent (10%) her annua and the interest at the rate of ten percent (10%) her annua and the interest at the rate of ten funds of the Association, included constitute a lion against the funds of the Association from the all future association finds of the Association from the all future association finds of the Association from the all future association funds of the Association funds and interest there are not find funds of the Association funds and future as a forest the advance and interest there are not find the finds of the Association funds and an action of the find future as a forest the content of the finds of the Association funds and an action of the finds of th ton the maintenance and repair xterior of the Living Units, t the failure of the Asir this Declaration or testion, any holder of testion of the Asir the As pald t in a Section 4 ht, but not the ourself, incress or a obligations as sforeunid, incress of any of the Common of any of the manner * lion against the fur assessments colected l he Living Units until full. required pursuant t the oblination, to y v Jo Association Articlus and By-Lave of the h other firet up required by Article including without limitaagningt Association, including ciacton from the mortgagdes, any of Section 5 of the r li a 110 սհա11 theroon above

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(b) Change the agests of the constant of the c Change the cha τhe method of determining the other charges which may other charges which may hiving the obligations by be levied by unir

valle or upkeep of regulation, or --- or architectural design or lawn act 1 6400 omission, change, valve or abandon any ochome he enforcement thereof, pertaining to n or exterior maintenance, maintenance of party lawns and vegetation so set forth in Articles

uf the member notice, to inspect, examine and hanociation, including, Section ⊡⇔անբքս the ffrat Board Examination and 120 copy copy the books and records but not limited to, the mir Directors and any minutes 2 30 Books Hu F and Records. mlnu have the) of Upon 1200 any n resuonable moutings Yan.

Rection 9. Replacement of Gapt Areas. In the event the Association shall aslocate Areas, the Association shall aslocate association to by Article V reparse fund for the replacement of on the Common Areas. For purposes of this Section, the "capital improvements" does not include private atrest uses or landscaping and plantings within the Proporticions of Lindscaping and plantings within shall be bound of Directors of the Association at a num which a bound of Directors of the Association at a num which a decourt of Pirectors with temperature of the area of the Association at a num which a respective useful l improvements, on the Common d of Directors useful lives Arous orm of the Association fany, which the Associ and bent of Capital Improvements of Capital Improvements of Capital Improvements of the Capital Improvements of the Capital Improvements of the Capital Improvements of the Capital Improvements of Capita improvements at the end of the la lasta Appociation may 03.0 capital improvement portion of covar ropartion of eloct the annuthe term Mpital a fixed by Common parking construc located Сошшон

Common prose to the operati contract
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the Asso y (90) days prior written y syment of a termination of apply provision shall not apply nuur be nto any 10. ton Augociation Contracts. The Augociation by professional management contract with of the Association or the unintenance of a term in excess of three (3) years. An tarminable without 8 with resp thout cause upon not more nortice and shall not pro ar fan by the Assoc t provide to.
Association. raupact **Buch**

mont RUCCAR nt chall Baction 11. rights under this binding upon and is Doctaration, d inure to the Developer, pevaloper shall n, and any 110 7 6 មានភាព C 11 0 ausignright

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Any dispute concurning the construction or application of any provioton of this Becintarion and any owner of a hiving Unit or Hembers whall be submitted to artising between such Owners or Hembers whall be submitted to binding arbitration pursuant to the terms of the New Hexteo Uniform Arbitration Act, Sections 44-7-1 to 44-7-22, inclusive solutions of the arbitrarion of the new forms of the sections of the arbitrarion of the arbitrarion of the arbitrarion of the arbitrarion. N.H.S.A., 1978 Comp., An now or herenfter amended. solection of the arbitrator whall be us follows: shoose one arbitrator and such chosen arbitrators and such chosen arbitrators the decision of a superity of third urbitrator. The decision of a superity of third urbitrator and final. All expenses inclinated in a superity against the party against the pa against whom the Ruch purey shall about arll tratoru clation d for

ARTICLE

Amendmenta

Section 1. Prior to the transfer of legal the uny living Units by Devaloper, this paclaration may modified or terminated by an instrument entitled "Declaration" executed and acknowledged by the Deve of record in the Office of the County Clark of Berlau Haxico. d "Supplemental Developer and filed Hernalillo County, 01111 or wale umended,

Section 2. After the transfer of legal title or who of any busing Unit by Daveloper, this Decloration may only bus amended, modified or terminated (except as provided in Section 3 of this beclaration duly executed and acknowled, and the "Supplemental (2/3) Article XII below) by an instrument entitled "Supplemental (2/3) Article XII below) by an instrument entitled "Supplemental (2/3) af this owners of Living Units. If at the time of such amendment, of the ownership has not been not provided to Class A membership parament to Article III, Section converted to Class A membership parament to Article III, Section converted to Class A membership parament of Article III, Section entitle because and the majoration, the peveloper most also execute and that the this mendification of termination which that he for its holders of first provided in this portages against the Living Units as also because provided in this portages against the Living Units as also because the basel of the provided unlaws such prior written consent is obtained. Any such polaration, no unch prior written consent is obtained. Any such written consent is obtained. Any such such and and executed purposary to this provision shall not be valid such as executed purposary to this provision shall not be valid and the Office of the County Clark of Bernstillo until ru County, Huxtco Any uuch والمراقب والمتحدث والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد والمتحدد

(haroin "FHLHC") etther unte requirements Section 3. It is the intent of Neveloper that this beclain and the Articles and by-laws of the Association shall mass requirements of the Yederal Home Lonn Hortgage Corporation of "FHLNC") and the Pederal Hortlonal Mortgage Association HHA") noccouvery d agency with re-d units: Neverlap raspect for thu thoruforu, expression ly amond this Declar purchase y reservos the Declar

Same in the state of the same

PHILHC O containing anne and nacasanty uncumbrance pursuanc ingistence of modification made to whethor to qualif this Section the County tich, in the o pud ction 3 whall become valid and elicelary on and acknowledges o "Supplemental Declaration" in the records such a "Supplemental Declaration" in the records such as the records such 111) first lien, · YHH.f 3 and agrees to be bounded at this beclaration by heveloper at this beclaration by heveloper at this beclaration. 104 1 thenty-five percent (25%) of the thenty-five percent imposed by either and agency, or opinion of either said agency, or opinion of either the Living United the United o y FHLMC or FRH convents and λпу a mortgage to be bound acceptance of valid and որսկոսե or modification by any amendment n n y 0 effective when Living either առժշ

offixed, this IN WITHESS WHEREOF 2611 ម្យាប្រ Ç a 1111 he undereigned, being ulgared and its neal to January 1979. ոգոյ hereunto

HOOD en Hixico COMPORATION Gorpogueton,

STATE OF HER HEXICO

COUNTY OF DENHALLILLO . מם

26th day or tonation, a The foregoing instrument was duly acknowledged before use y of January 1979, by Augh E. HOOD, Provident of yorkarion, on behulf of said yorkarion, a new Hexico corporation, on behulf of said

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corporation

Hyrcommission expiresi

State of New Mexico | SS County of Demailito | SS This instrument was illed for record on

of records of soil County Folio 75 9AN2 6 1979 Clurk & Recoider

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DECLARATION SUPPLEMENTAL 330 COVENENANTS, DECLARATION CONDITIONS, TO BRIARWOOD AND RESTRICTIONS TERRAC

REGULATION 1-85, adopted April 10, 1985

age continues. a late payment thirty (30) days Effective May 1. annum, until fully ties shall accelerate Briarwood Terrace Homeowners Association, and interest bear interest at and declare penalty of \$25.00 for each month for which the Additionally, such assessment in arrears 1985, any Briarwood Terrace then due and payable, paid. the entire amount in paying the The association shall have rate of twenty the without of such monthly assessments homeowner who becomes shall be percent arrearages assessment, penalnotice the (20%) per 9 liable for and option to arrearpenal-

REGULATION 2-85, adopted April 10, 1985

Effective allows deliberate action, negligence, or non-payment of utility percent (20%) per annum. the Association, the fine shall bear interest at the turned off, all attorney's either the Ďе мау shall paid within fifteen 1, 1985, any Briarwood Terrace Homeowner who. fees be subject to electricity or water to their unit(s) and other and the Homeowner costs þ (15) days of demand fine of \$100.00. of collection. shall become being made Should rate liable t o charges, of twenty through such for

REGULATION 3-85, adopted April 10, 1985

Any tenant Area property or any element of Briarwood Terrace Homeowner who for home 013 damages such same owner repair repairs. within ठ said common area all same, ten attorney's Failure to either make (10)or pay days to the property fees of. damages the sprinkler and each Association or sprinkler other occurrence Briarwood Terrace such costs system, repairs, treasurer, shall of system, collection. or subject whose shall to the

Homeowners Association, Inc. Briarwood Terrace