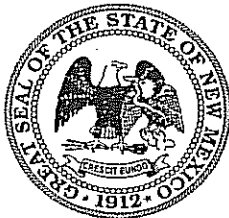


Spanish Sun Subdivision

Homeowners Association, Inc.

- Articles of Incorporation
- Bylaws
- CCR's
- Forms



OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

SPANISH SUN SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

2636579

The Public Regulation Commission certifies that the
Articles of Incorporation, duly signed and verified
pursuant to the provisions of the

NONPROFIT CORPORATION ACT

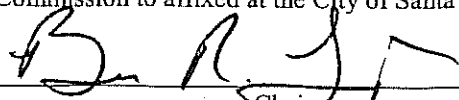
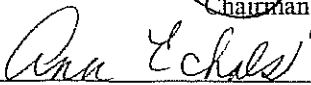
(53-8-1 to 53-8-99 NMSA 1978)

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
of the Articles of Incorporation.

Dated: OCTOBER 11, 2005

In testimony whereof, the Public Regulation 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

Articles of Incorporation

Spanish Sun Subdivision
Homeowners Association, Inc.

ARTICLES OF INCORPORATION
OF
SPANISH SUN SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.

FILED IN OFFICE OF
NM PUBLIC REG. COMM.

OCT 11 2005

CORPORATION BUREAU

THE UNDERSIGNED, being an unincorporated homeowners' association and desiring to form a non-profit corporation under the laws of the State of New Mexico, has prepared and hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation shall be **SPANISH SUN SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation").

The Corporation shall not afford, directly or indirectly, pecuniary gain or profit to its members. The purposes of the Corporation are:

A. To operate exclusively for the benefit of the owners and residents of lots within the property in Bernalillo County, New Mexico, described as follows (the "Property"):

All of the SPANISH SUN SUBDIVISION, as the same is shown on the Plat for Spanish Sun, recorded in the Bernalillo County, New Mexico Real Estate Records on September 8, 2000, in Book 2002-C, Page 235; and

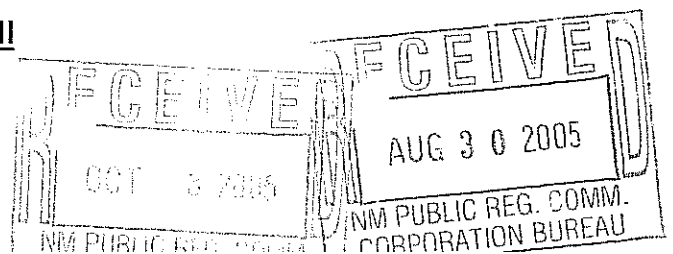
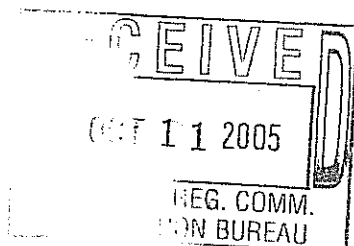
Tract "C-1" and "Lot A", Plat of Tract "C-1" and Lot "A", Spanish Sun Subdivision, as the same are shown on the plat thereof, recorded in the Bernalillo County, New Mexico real estate records on April 12, 2002, in Book 2002-C, Page 120

B. To own, hold and/or manage certain common areas for the benefit of the owners and residents of the homes within the Property;

C. To enforce the provisions of and perform the duties set forth in the Restrictions of Spanish Sun Subdivision, A Declaration of Covenants, Restrictions, and Conditions (hereinafter "the Restrictions") filed for record with respect to the Property on May 16, 2002, in Book A36, Page 2866, of the Real Estate Records of Bernalillo County, New Mexico.

ARTICLE II

1



Powers

The Corporation shall have the following powers:

A. To perform any and all acts necessary and proper to promote the health, safety and welfare of the owners and residents of houses situate within the Property, including without limitation, any of the following acts:

(1) To establish and collect annual and special assessments or charges to be levied against the members of the Corporation and their lots located within the Properties as provided in the Restrictions;

(2) To enforce any and all covenants, conditions and restrictions as set forth in the Restrictions, including any amendments thereto;

(3) To own, acquire, build, operate and maintain drainage improvements, landscaping and utilities located within the common area;

(4) To pay taxes, if any, assessed against the beneficial interest in the Common Areas and to discharge any liens or claims of lien against the beneficial interest in the common area;

(5) To receive, administer and apply funds generated by annual and special assessments for the common benefit of the owners and residents of houses located within the Properties.

B. To perform all acts and exercise all powers authorized by the Non-Profit Corporation Act, Sections 53-8-1 through 53-8-99, N.M.S.A. 1978 Comp., as now or hereafter amended, and to perform all acts and exercise all powers which a nonprofit corporation is authorized to do under all applicable statutes of New Mexico, as now or hereafter amended, including without limitation, the following:

(1) To receive and administer funds and contributions received by gift, deed, bequest or devise and to hold, invest, expend, contribute or otherwise dispose of such funds and contributions for the purposes for which this Corporation is organized;

(2) To borrow money and make, execute or issue bonds, debentures, promissory notes or other corporate obligations for money borrowed, or in payment for property acquired, and to secure the payment of any such corporate obligations by pledge, mortgage, indenture, agreement or otherwise;

(3) To lend money, make loans and engage in financing arrangements of all types for the purposes for which this Corporation is organized;

(4) To acquire by purchase or otherwise personal property of every kind whatsoever and to hold, invest and reinvest same for the purposes for which the Corporation is organized;

(5) To acquire by purchase or otherwise real property and to hold, use, improve, lease, rent, sell, convey or encumber same for the purposes for which this Corporation is organized;

(6) To enter into, make, perform and carry out contracts, agreements, commitments and assurances of every kind for the purposes for which this Corporation is organized; and

(7) In doing, exercising or performing any of the foregoing, to do the same as a contractor, subcontractor, principal, agent, employee or on its own behalf, or in association, partnership, corporation or joint venture with any person, partnership, corporation, joint venture or other business entity.

C. To exercise all powers which the Corporation is authorized to exercise pursuant to these Articles of Incorporation primarily for the purposes of acquisition, construction, management, maintenance and care of Common Areas consistent with the provisions of Section 528 of the Internal Revenue Code of 1954, as now or hereafter amended.

D. The Corporation shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity which would result in its net earnings inuring to the benefit of any private person.

ARTICLE III

Duration

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

Registered Agent and Office

The registered agent of the Corporation is **Patrick J. Griebel** and the address of the registered office of the Corporation is **4101 Indian School Rd. , Suite 300 South, Albuquerque, New Mexico 87110.**

ARTICLE V
Board of Directors

The management of the affairs of the Corporation shall be vested in a Board of Directors consisting of not more than five (5) persons and shall initially be four (4) persons. The Board shall be elected by the members. The number of Board members may be changed by an amendment to the By-Laws. The initial Board of Directors shall consist of the four (4) persons whose names and addresses appear below:

Gail Bleck
4920 Sun Cove NE
Albuquerque, NM 87110

Dana Newman
4800 Sun Cove NE
Albuquerque, NM 87110

Patrick Griebel
4900 Sun Cove NE
Albuquerque, NM 87110

Jonathan Streit
4840 Sun Cove NE
Albuquerque, NM 87110

The Association shall indemnify its directors and officers against expenses, costs and attorney's fees actually and reasonably incurred by them in connection with the defense of any action, suit, or proceeding, civil or criminal in which they are made a party by reason of being or having been a director or officer of the Association unless they are guilty of recklessness or misconduct in their performance of their duties as directors or officers.

ARTICLE VI
Name and Address of Incorporator

The name and address of the Incorporator is as follows:

Patrick J. Griebel
4900 Sun Cove NE
Albuquerque, NM 87110

ARTICLE VII
Membership and Voting Rights


A. Membership. Every person or entity who is the beneficial owner of a fee simple interest, including the purchaser under a contract of sale, in any Lot subject to the Restrictions shall be a member of the Association; provided that any person or entity holding such interest as security for the payment of a debt or performance of any obligation shall not be a member; provided, however, that any person or entity who acquires such interest at a judicial sale or by conveyance in lieu of foreclosure shall be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Restrictions.

B. Suspension of Membership and Voting Rights. The rights of membership, including the right to vote and the right to participate in Association affairs, are subject to suspension by the Board for: (1) failure or refusal to pay any assessment levied by the Association for a period of thirty (30) days after the due date of such assessment; or (2) an infraction of, default in or breach of any provision of the Restrictions, the Articles, the By-Laws or the Rules and Regulations of the Association.

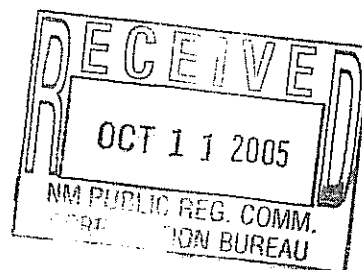
ARTICLE VIII
Amendment

These Articles of Incorporation may be amended, changed, modified or repealed in the manner now or hereafter provided by law upon the affirmative vote of two-thirds (2/3) of the members entitled to vote in person or by proxy at a meeting duly called for that purpose, written notice of which shall have been sent to all members not less than thirty (30) nor more than fifty (50) days prior to such meeting. Such written notice of meeting must set forth the purpose of the meeting.

IN WITNESS WHEREOF, the undersigned Incorporator of this Corporation has made and signed these Articles of Incorporation this 28th day of August, 2005.



Incorporator



Bylaws

Spanish Sun Subdivision
Homeowners Association, Inc.

BY-LAWS

OF

SPANISH SUN SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.

These By-Laws are made for the purpose of managing the affairs of Spanish Sun Subdivision Homeowners Association, Inc., a New Mexico non-profit corporation, SPANISH SUN SUBDIVISION RESTRICTIONS, hereinafter referred to as "Restrictions," as they may be amended from time to time and the Articles of Incorporation of this Corporation.

ARTICLE I
OFFICESSection 1.01: PRINCIPAL OFFICE.

The principal office for the transaction of business of the Corporation is hereby fixed and located at c/o _____, Albuquerque, New Mexico. The Board of Directors is hereby granted full power and authority to change the place of the principal office to another location within the City of Albuquerque, New Mexico.

ARTICLE II
MEMBERS' MEETINGSSection 2.01: PLACE OF MEETINGS.

All meetings of the members shall be held within the Spanish Sun Subdivision or at such other place within the City of Albuquerque, New Mexico, as designated from time to time by resolution of the Board of Directors or written consent of all members of the Board. During any time no adequate facility is available within the subdivision, the Board may designate a meeting place outside the subdivision but as close thereto as practicable.

Section 2.02: ANNUAL MEETINGS.

The annual meeting of the members shall be held on the 1st Tuesday of December of each year if not a legal holiday, and if a legal holiday, then on the next succeeding business day at the hour of 7:00 p.m., at which time the members shall elect by plurality vote a Board of Directors beginning at the 2004 annual meeting, consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting. The date and time of the annual meeting may be changed by Resolution of the Board.

Section 2.03: SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes whatsoever, may be called at any time by the President, or by the Board of Directors, or by any two or more members thereof, or by one or more members holding not less than twenty-five percent (25%) of the voting power of the Corporation.

Section 2.04: NOTICE OF MEETINGS.

Notice of meetings, annual or special, shall be given in writing to members entitled to vote by the Secretary or the Assistant Secretary, or if there be no such officer, or in a case of his neglect or refusal, by any director or member.

Such notices shall be sent to the members' address appearing on the books of the Corporation, or supplied by him to the Corporation for the purpose of notice, not less than ten (10) days before such meeting.

Notice of any meeting of members shall specify the place, the day and the hour of meeting, and in case of special meeting, in the manner provided by law, shall state the general nature of the business to be transacted.

Notice of the business to be transacted shall also be given for any meeting at which the following matters are to be considered (1) lease or transfer of all or substantially all of the Corporation's assets; (2) amendment of the Restrictions or Articles of Incorporation; (3) dissolution of the Corporation.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

Section 2.05: CONSENT TO MEMBERS' MEETINGS.

The transactions of any meeting of members, however called and noticed, shall be valid as though conducted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote, not present in person or by proxy, sign a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Any action which may be taken at a meeting of the members, except the approval of agreements to merge or consolidate with other corporations, may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary of the Corporation.

Section 2.06: QUORUM.

Members having fifty percent (50%) of votes either present in person, or represented by proxy, shall be a requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Law, by the Restrictions, by the Articles of Incorporation, or by these By-Laws. If, however, such majority shall not be present or represented at any meeting of the members, the members entitled to vote, present in person, or by proxy, shall have power to adjourn the meeting from time to time, to a date not less than five (5) or more than thirty (30) days from the date of the adjourned meeting, until the requisite number of votes shall be present. At such adjourned meeting at which the requisite number of votes shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.07: VOTING RIGHTS.

Only members whose names stand on the records of the Corporation are as entitled to vote on the day of any meeting of members, unless some other day be fixed by the Board of Directors for the determination of members of record, then on such other day, shall be entitled to vote at such meeting.

Every member entitled to vote shall be entitled to the votes as set out in the Restrictions.

The election of Directors shall be by secret written ballot.

Section 2.08: PROXIES.

Every person entitled to vote or execute consents shall have the right to do so, either in person, or by an agent or agents authorized by written proxy, executed by such person or his duly authorized agent and filed with the Secretary of the Corporation. The manner of execution, revocation, and use of proxies shall be governed by the general provisions of law.

Section 2.09: FIRST MEMBERS' MEETING.

Notwithstanding any other provision of this Article 1, the first meeting of members, whether regular or special, shall be held by December 31, 2004.

ARTICLE III
DIRECTORS; MANAGEMENT

Section 3.01: POWERS.

Subject to the limitation of the Restrictions, Articles of Incorporation, of the By-Laws and of the laws of the State of New Mexico as to actions to be authorized or approved by the members, all corporate powers shall be exercised by or under authority

of, and the business and affairs of this Corporation shall be controlled by, a Board of Directors.

Section 3.02: NUMBER OF DIRECTORS.

The number of Directors of the Corporation shall be three (3).

Section 3.03: ELECTION AND TENURE OF OFFICE.

At the first meeting of members, one (1) member of the Board shall be elected to serve a one (1) year term. The remaining members of the Board shall be elected for two (2) year terms and all subsequent elections for membership to the Board shall be for two (2) year terms. Their term of office shall begin on the first day of the next calendar year.

Section 3.04: VACANCIES.

Vacancies in the Board of Directors may be filled by a majority vote of the remaining Directors, though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until his successor is elected at an annual meeting of members or at a special meeting called for that purpose.

The members may elect a Director to fill any vacancy not filled by the Directors, and may do so at an annual meeting or special meeting called for that purpose.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Director, in case of an amendment to these By-Laws increasing the number of Directors, or in case the members fail, at anytime, to elect the full number of authorized Directors.

If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board, shall have the power to appoint a successor to take office when the resignation shall become effective.

No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

Section 3.05: REMOVAL OF DIRECTORS.

The entire Board of Directors or any individual Director may be removed from office by a two-thirds (2/3) vote of the members at a special meeting called for that purpose.

Section 3.06: PLACE OF MEETINGS.

Meeting of the Board of Directors shall be held within the subdivision, as designated for that purpose from time to time by resolution of the Board of Directors or

written consent of all members of the Board. During any time that no adequate facility is available to hold such a meeting within the subdivision, the Board may designate a meeting place outside the subdivision, but as close thereto as practicable. Any meeting shall be valid, wherever held if held by the written consent of all members of the Board, given either before or after the meeting, and filed with the Secretary of the Corporation.

Section 3.07: ORGANIZATIONAL MEETINGS.

The organizational meeting of the Board of Directors shall be held each year immediately following the adjournment of the annual meeting of the members, however, the new Board shall not commence their terms until the 1st day of the following calendar year.

Section 3.08: OTHER REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held immediately following the adjournment of the annual meeting of the members and at least quarterly, on dates to be set from time to time by the Board of Directors.

If said day for the meetings, except for the meeting that immediately follows the annual meeting of the members, shall fall upon a holiday, such meetings shall be held on the next succeeding business day thereafter. Notice of the time and place of annual, regular or special meetings of the Board of Directors shall be mailed or delivered to all members, or posted in at least one (1) prominent place within the Subdivision at least ten (10) days prior to such meetings.

Section 3.09: SPECIAL MEETINGS -- NOTICES.

Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President, or if he is absent or unable or refuses to act, by any Vice President, or by any two (2) Directors.

Written notice of the time, place and nature of any special business to be considered by special meetings shall be posted in the manner as provided for regular meetings at least seventy-two (72) hours prior to the time of the holding of the meeting, delivered personally to the Directors or sent to each Director by letter or by telegram, charged prepaid, addressed to him at his address as it is shown on the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held.

In case such notice is mailed, it shall be deposited in the United States mailed or delivered at least ninety-six (96) hours prior to the time of the holding of the meeting. In case such notice is delivered telefaxed or e-mailed, said delivery shall be at least seventy-two (72) hours prior to holding of the meeting and shall be due, legal and personal notice to such Director.

Section 3.10:WAIVER OF NOTICE.

When all the Directors are present at any Directors' meeting, however called or noticed, and sign a written consent thereto on the records of such meeting, or, if a majority of Directors are present, if those not present sign, in writing, a waiver of notice of such meeting, whether prior to or after the holding of such meeting, which said waiver shall be filed with the Secretary of the Corporation, the transactions thereof are as valid as if at a meeting regularly called and noticed, provided that in no case shall a meeting be valid unless the notice of the meeting has been posted as required by this Article and no resolution shall be validly adopted without a meeting during any time there are members other than Grantor.

Section 3.11:MEETINGS BY TELEPHONE.

With the consent of all the Directors, meetings may be held by conference telephone or by other communication method which allows all Directors to have vocal communication, provided the meetings are properly noticed and posted as required by this Article.

Section 3.12:NOTICE OF ADJOURNMENT.

Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned.

Section 3.13:QUORUM.

A majority of the number of Directors as fixed by the Articles of Incorporation or By-Laws shall be necessary to constitute a quorum for the transaction of business, and the action of a majority of the Directors present at any properly held meeting at which there is a quorum, when duly assembled, is valid as a corporate act; provided that a majority of the Directors present, in the absence of a quorum, may adjourn from time to time, but may not transact any business.

Section 3.14:RIGHT OF ATTENDANCE AT MEETINGS.

All meetings of the Board of Directors and committees of the Board shall be open to all members provided that members who are not members of the Board may not participate in any deliberation or discussion unless authorized expressly by the vote of a majority of a quorum of the Board. The Board may, however with the approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, or potential litigation involving the Association, and business of a similar nature. The nature of all Business to be considered at any executive session shall first be announced in the open meeting.

**ARTICLE IV
OFFICERS****Section 4.01: OFFICERS.**

The officers of the Corporation shall be a President, a Vice-President a Secretary and a Treasurer. The Corporation may also have in the discretion of the Board of Directors, one or more additional vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of this Article. One person may hold two (2) or more offices, however no person may simultaneously hold the positions of President and Secretary.

Section 4.02: ELECTION.

The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of the Section headed, "Subordinate Officers, etc.," or the Section headed, "Vacancies", of this Article shall be chosen annually by the Board of Directors, and each shall hold office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 4.03: SUBORDINATE OFFICERS, ETC.

The Board of Directors may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may, from time to time, determine.

Section 4.04: REMOVAL AND RESIGNATION.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conveyed by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.05: VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in the By-Laws for regular appointments to such office.

Section 4.06: PRESIDENT

The President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He shall preside at all meetings of the members and at all meetings of the Board of Directors. He shall be ex officio, a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

Section 4.07: VICE-PRESIDENT

In the absence or disability of the President, the Vice-Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice-Presidents designated by the Board of Directors, shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or By-Laws.

Section 4.08: SECRETARY

The Secretary shall keep, or cause to be kept, a book of minutes at the principal office of the Corporation or such other place as the Board of Directors may order, of all meetings of Directors and members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of votes present or represented at Directors' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office a register showing the names of the members and their addresses; the number of votes held by each; the number and date of any certificates issued for the same (if the Corporation causes certificates to be issued to evidence membership in the Corporation), and the number and date of cancellation of every certificate surrendered for cancellation.

Section 4.09: TREASURER

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and any monies and funds handled for the members. The books of account shall, at all reasonable times, be open to inspection by any Director.

The Treasurer shall deposit monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the

Board of Directors; shall render to the President and Directors, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the By-Laws.

ARTICLE V EXECUTIVE AND OTHER COMMITTEES

Section 5.01: EXECUTIVE AND OTHER COMMITTEES.

The Board of Directors may appoint an Executive Committee and such other committees as may be necessary from time to time, consisting of at least two (2) of its members and with such powers as it may designate, consistent with the Restrictions, the Articles of Incorporation and By-Laws and of the Non-Profit Corporation Laws of the State of New Mexico, Such committees shall hold office at the pleasure of the Board.

ARTICLE VI CORPORATE RECORDS AND REPORTS -- INSPECTION

Section 6.01: RECORDS.

The Corporation shall maintain adequate and correct accounts, books and records of its business and properties and the business and properties of the Owners with which it is entrusted. All of such books, records and accounts shall be kept at its principal place of business in the State of New Mexico, as fixed by the Board of Directors from time to time.

Section 6.02: INSPECTION OF BOOKS AND RECORDS.

The membership register, books of account and minutes of members' meetings or Board of Directors' meetings (except for the minutes of the executive sessions) and of committees of the members or Board shall be made available for inspection and copying by any member of the Association or by such members duly appointed representative at any reasonable time at the office of the Association or at such other place within the subdivision as the Board shall prescribe for any purpose reasonably related to the members interest as a member. The Board shall establish reasonable rules as to the notice to be given to the custodian of records by the members desiring to make the inspection, the hours and days of the week when inspection may be made, and the cost of reproducing copies of documents requested by a member.

Section 6.03: CERTIFICATION AND INSPECTION OF BY-LAWS.

The original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, shall be open to inspection by the members of the Corporation in the manner provided by law.

Section 6.04: CHECKS, DRAFTS, ETC.

All checks drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 6.05: CONTRACT, INSTRUMENTS – HOW EXECUTED.

The Board of Directors, except as in the By-Laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge the Corporation's credit, or to render the Corporation liable for any purpose or to any amount,

Section 6.06: ANNUAL REPORT.

The Board of Directors of the Corporation shall cause to be prepared and sent to the members upon request within sixty (60) days of the last day of the period covered, a balance sheet as of the last day of the period covered and operating (Income) statement for the Corporation's fiscal years.

The operating statement shall include a schedule of assessments received and receivable identified by the lot or other identification of the interest assessed and the names of the person or entity assessed.

The Board of Directors shall cause to be prepared and sent to the members upon request sixty (60) days before the beginning of each fiscal year, a tentative operating statement (budget) for that year.

If, in any year, the income of the Association exceeds \$100,000.00, the Board of Directors shall employ a Certified Public Accountant to conduct an audit of the Association's fiscal transactions and shall distribute copies of the audit to the members.

ARTICLE VII
MEMBERSHIP

Section 7.01: MEMBERSHIP.

Each Owner, by virtue of being an Owner and during such time as such Owner remains as Owner, shall be a member of the Association. The term, "Owner", shall be defined in the Restrictions and shall mean as to property whose ownership gives rise to membership in this Corporation the person or entity holding the beneficial ownership of the fee, including a purchaser under a contract of sale. It is the duty of each person who becomes an Owner or who ceases to become such an owner to notify the Association,

in writing, within thirty (30) days, giving the date and recording date of the instrument transferring title, a copy of such instrument and addresses to which notices are to be sent. The change and transfer of memberships shall be made in a register kept at the principal office of the Corporation. In the case of any dispute, the Board of Directors shall decide, pursuant to the provisions of the Restrictions, who is a member of this Corporation.

Section 7.02: VOTING RIGHTS.

Each member shall be entitled to the votes as provided in this Article on all matters properly submitted for vote to the membership of the Association. The right to vote may not be severed or separated from any lot, and any sale, transfer, or conveyance of the beneficial interest of the fee of any lot to a new Owner shall operate to transfer the appurtenant vote rights without the requirement of any express reference thereto. Voting may be by written proxy.

When any provision of the Restrictions, Articles of Incorporation or By-Laws of this Corporation calls for the vote or the consent of the members in any stated percentage, it is sufficient to obtain the written consent of the same of members.

The Board of Directors may close the membership register for a period not exceeding thirty (30) days preceding any meeting, annual or special, of the members and any such meeting shall be conducted and any vote taken on the basis of the memberships shown in the register at the time of closing.

Section 7.03: ASSESSMENTS.

Each member is subject to the following charges and assessments payable to the Association (1) maintenance assessments; (2) delinquency assessments; and (3) all other fees or other monies due to the Association for such member.

Section 7.04: MAINTENANCE ASSESSMENT.

1. Within thirty (30) days prior to the commencement of each fiscal year the Association shall estimate the costs and expenses to be incurred by the Association during the year, including a reasonable provision for contingencies, as well as reserves for major repair and replacement, and shall subtract from such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies, and reserves for major repair and replacement in the operating fund at the start of such year. The net estimate so determined shall be assessed to all the Owners in shares - one (1) share for each lot owned.

2. If, at any time, and from time to time during any fiscal year, the maintenance assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owners share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy.

3. Maintenance assessments shall be due and payable to the Association when levied or in such installments during the year, and on such due dates as the Board shall designate.

4. The maintenance assessment shall not include any amount for the capital improvement of Common Area and Easement Area which, in any fiscal year, exceeds five percent (5%) of the budgeted gross expenses of the Association and which is not part of such budgeted gross expenses, such assessments for extraordinary capital improvements may be levied pursuant to Article 707.

5. The annual assessment per lot shall not exceed \$_____ for the calendar year 2005. The maximum maintenance assessment may be increased each year not more than ten percent (10%) without a vote of two-thirds (2/3) of the members. The percent of increase shall be cumulative from year to year so that an increase not used in one year may be used in a subsequent year, without a vote of the members. Assessments shall commence thirty (30) days after receipt of written notice from the Board of Directors to the member or members that the Association is commencing assessments. Assessments for subsequent conveyances of lots by members within Association to third parties shall commence upon conveyance of the lot to that third party.

Section 7.05: DELINQUENCY ASSESSMENT.

The Association may levy delinquency assessment against any member or members as a result of the members failure to comply with the Restrictions, or the Rules, and if monies were expended from the operating fund by the Association. Such assessment shall be in the amount so expended, and shall be due and payable to the Association when levied, or in such installments as the Association shall designate. Prior to the levy of a delinquency assessment, the Board shall hold a hearing to determine the validity and amount of the assessment upon at least (30) days notice to the member to be assessed. Such member to be assessed shall be given an opportunity to be heard at such hearing held to determine the validity and amount of the assessment.

Section 7.06: DELINQUENCY.

Each assessment under this Article shall be the separate, distinct and personal debt and obligation of the member against whom it is assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent.

With respect to each assessment not paid within thirty (30) days after its due date, the Association may, at its election, require the member to pay a sum (late charge) to be determined by the Association, to pay for the costs of handling the delinquent sum, but not to exceed twenty dollars (\$20.00) per each delinquent assessment. Such a charge shall be considered an additional assessment and collectable with the assessment for which it was charged.

If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate as set from time to time by the Board, however not greater than twenty percent (20%) per annum, and the Association may, at its option, bring an action at law against the owner or owners personally obligated to pay the same, and upon compliance with the provisions of this Article to foreclose the lien against the lot, and there shall be added to the amount of such assessment, the late charge, the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest at the rate provided herein and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 7.07: NOTICE OF LIEN.

No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date of notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot and a copy thereof be recorded by the Association in the office of the County Recorder in Bernalillo County, New Mexico. Said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include the interest charges, costs and attorney's fee recoverable by an action at law) and the name and address of the Association.

Section 7.08: FORECLOSURE SALE.

Any such sale provided for above is to be conducted in accordance with the customary practice of the New Mexico Courts applicable to the foreclosure of mortgages and deeds of trust, or in any other manner permitted or provided bylaw. The Association, through its duly authorized agents, shall have the power to bid on the lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 7.09: SUBJECT TO RESTRICTIONS.

The qualifications of members, the different classes of membership, if any, the property, voting and other rights and privileges of members, assessments and dues of members and the method of the collection of such assessments and dues shall be as set forth in the Restrictions and any amendments to the Restrictions. The Restrictions are incorporated herein as though fully set out and shall control in the event of any conflict with the provisions of these By-Laws.

ARTICLE VIII
CORPORATE SEAL

Section 8.01: CORPORATE SEAL.

The corporate seal, if any, shall be circular in form, and shall have inscribed

thereon, the name of the Corporation, and the date of its incorporation, and the words "New Mexico".

ARTICLE IX
AMENDMENTS TO BY-LAWS

Section 9.01: BY MEMBERS.

New By-Laws may be adopted, or these By-Laws may be repealed or amended by the members at their annual meeting, or at any other meeting of the members called for that purpose, by a vote of two-thirds (2/3) of the members.

Section 9.02: RECORD OF AMENDMENTS.

Whenever an amendment or new by-law is adopted, such amendment or new bylaw shall be copied in the Book of By-Laws with the original By-Laws, in the appropriate place. If any By-Laws or By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in said Book.

That we, the undersigned being the President and Secretary of the Spanish Sun Subdivision Homeowners Association, Inc. hereby assent to the foregoing By-Laws, and adopt the same as the By-Laws of said Corporation.

Dated: _____ 2004

President

Secretary

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Declaration of Covenants, Conditions and Restrictions

Spanish Sun Subdivision
Homeowners Association, Inc.

Return to: First American Title Ins. Co. GF # U021704 KE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPANISH SUN SUBDIVISION

This Declaration of Covenants, conditions, reservations and restrictions is made this 21st day of December, 2001, by FRED SEELEY and GINA SEELEY, husband and wife ("Seeley"), and GRG STRUCTURAL CONTRACTORS, INC., a New Mexico corporation ("GRG") [Seeley and GRG are collectively referred to herein as the Developer.]

WHEREAS, Developer is the owner of the property described in Article II of this Declaration situated in Bernalillo County, State of New Mexico; and

WHEREAS, Developer has established a general plan for the improvement and development of the property and desires to provide for the preservation of the values and amenities of the property by subjecting the property to the covenants, conditions, reservations, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the property and each owner of the property or any part thereof, and each successor in interest to Developer and any such owner.

NOW, THEREFORE, Developer declares that the property hereinafter described is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, reservations, easements and restrictions (hereinafter sometimes referred to as "Covenants"). All covenants are for the benefits of the property and shall run with the land and shall be binding upon and inure to the benefit of Developer, each owner of the property, or any part thereof, and each successor in interest of Developer and any such owner.

ARTICLE I

Definitions

Section 1.1 The following words when used in this Declaration shall have the following meaning:

(a) "Lot" means any one of the Lots 1 through 68, as the same are shown and designated on the Plat thereof, filed in office of the County Clerk of Bernalillo County, New Mexico on September 8, 2000, in Book 2000-C, Page 235; and Lot 68 as shown on the Plat of SPANISH SUN filed in the Bernalillo County, New Mexico real estate records on 4-12-02, 2002, in Book 2002-C, Page 120

(b) "Declaration" means this declaration of covenants, conditions, reservations, easements and restrictions, and any amendment or modification thereto.

(c) "Residence" means any building or a portion of the building situated on a Lot and intended for use or occupancy as a single-family residence.

(d) "Owner" means the persons or entities, including Developer, holding legal title or beneficial ownership of the Lot including the purchaser under an installment sales contract of a Lot and any residence located thereon, or a lessee of a Lot pursuant to a leasehold agreement of a term of twenty (20) years or more. Owner shall not include a seller under an installment sales contract of a lot and any residence located thereon, or the lessor of a lot pursuant to a leasehold agreement with a term of twenty(20) years or more.

(e) "Development" means all of the real property described in Article II.

(f) "Improvements" shall include, without limitation, buildings, outbuildings, (including sheds and storage buildings), roads, driveways, parking area, fences, retaining walls, stairs, decks, windbreaks, poles, antennas, signs, utility or communications installations, (whether above or underground). Landscaping and any structure and excavation of any type or kind.

(g) "Association" shall mean the owners' association which shall be organized as a non-profit corporation for purposes of managing, maintaining and owning improvements and/or property within the Development.

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(h) "Road" shall mean the public right of way which provide access to and from the Development.

(i) "Common Areas" shall mean Tracts A and B as shown on the Plat of the Spanish Sun Subdivision filed on September 8, 2000, and Tract C-1, as shown on the Plat of SPANISH SUN filed on 4-12-02, 2002.

(j) "Site Plan" shall mean the site development plan for the Development approved from time to time by the City of Albuquerque pursuant to the Development's special use zoning.

ARTICLE II

Property Subject to Declaration

The following described property situated in the County of Bernalillo, State of New Mexico is made subject to all easements, covenants, conditions, reservations and restrictions set forth in this Declaration:

All of the property shown and described on the Plat of the Spanish Sun Subdivision filed in the Bernalillo County, New Mexico real estate records on September 8, 2000, in Book 2000-C, Page 235, AND PLAT OF TRACT "C-1" AND LOT "A", SPANISH SUN, FILED APRIL 12, 2002 IN BOOK 2002-C, PAGE 120, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.

Land Use

Section 3.1 All Residences and lots within the Development are hereby restricted to residential dwellings for single-family residential use with a minimum of one thousand one hundred (1,100) square feet of enclosed heated living area, exclusive of garages, and non-enclosed porches or patios. No more than one (1) family shall occupy each Residence and no residence shall be used as a boarding house or otherwise divided into apartments or rooms for rental purposes. This restriction shall not prevent the rental or lease of the entire Residence by the Owner thereof, but any such rental or lease must be by a written agreement which requires the tenant to observe this Declaration and takes a breach of this declaration and breach of such rental agreement or lease. No Residence may be leased or rented for a period of less than ninety (90) days.

Section 3.2 All construction upon any lot (including driveways and walkways) shall be new construction, shall conform to rules adopted by the Architectural Control Committee ("Committee") established pursuant to Article VI below, and all constructions shall be completed within six (6) months after ground is broken for that new construction or remodeling. No existing building or structure may be moved from another site to a Lot. Each Residence shall have an enclosed garage for a minimum of two (2) cars.

Section 3.3 No temporary house, trailer, tent, garage or other outbuilding shall be used on any lot at any time as a Residence, either temporarily or permanently, and no Residence placed or erected on any part of any lot shall be occupied in any manner at any time prior to it being fully completed; provided, however, that during the actual construction or alteration of a Residence on any Lot, necessary temporary buildings for storage of material, etc., may be erected and maintained by the person doing such work.

Section 3.4 The following rules govern the keeping of pets in the Development:

(a) No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on or in any Residence or Lot, except a maximum of two (2) domestic dogs and two (2) domestic cats per lot provided they are not kept and maintained for any commercial or hobby breeding purposes.

(b) No dogs shall be permitted to bark, howl or make other loud noises for such a time as disturbs the rest or peaceful enjoyment of the other Owners.

(c) Except as herein modified, all other provisions of the Bernalillo County Animal control ordinance, as amended, or any other municipal ordinance which subsequently applies to the lots, will apply in the Development and are adopted by reference and incorporated herein as rules of the Development.

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Section 3.5 No vehicles of any type shall be parked for purposes of repairs, reconstruction or storage on any portion of a lot visible from other Residences or the Road. No parking shall be permitted on the Road between the hours of 6:00 p.m. and 6:00 a.m. Mountain Time, except for the temporary parking of emergency vehicles, delivery vehicles, or vehicles of the Owners and invitees of an Owner, provided further that no vehicle shall park on the Road in excess of twenty-four (24) hours in any thirty-six (36) hour period.

Section 3.6 Except temporarily during the construction of any improvements, all utility lines, including but not limited to electrical, gas, telephone, cable television, and other communication systems shall be underground, except for access ports and above-ground transformers.

Section 3.7 No trucks or other commercial vehicles, motorcycles, campers mobile homes, motor homes, boats, trailers or similar vehicles shall be kept, placed or maintained on any lot at any time, unless enclosed within garages so as not to be visible from other Lots, except where required for the limited purposes of building, repairing, refinishing, or maintaining the household goods or other necessary or customary furnishing equipment or supplies in or out of the Lot.

Section 3.8 No oil drilling, oil development, oil refining, oil derrick or other structure designed for use in drilling for oil or natural gas, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any Lot.

Section 3.9 No garbage, trash, rubbish, weeds, clippings from trees, shrubs or lawns, ashes or other refuse may be thrown, dumped or allowed to accumulate on any Lot. Provided however, non-commercial compost piles for use in gardens which do not create a nuisance to the Owners of adjoining Lots may be maintained if screened from view from the Road and other Lots. All garbage, trash and rubbish shall be placed and kept in covered sanitary containers screened from view from the Road and other Lots and shall be regularly removed by commercial trash refuse service from each residence or lot not less than one (1) time per week. Refuse placed on the Road for pickup shall not be placed in open view more than twenty-four (24) hours before the scheduled pick-up time. There shall be no burning of refuse out of doors.

Section 3.10 No solar collectors shall be allowed unless approved in writing by the Committee. Air conditioners and air coolers shall be installed so that visibility of such equipment is minimized from the Road and adjoining Residences.

Section 3.11 Any exterior radio, television, citizen's bank, or other serial antenna more than five (5) feet in height, or dish antenna or tower (or any support thereof), erected, installed, placed or maintained on any Residence or Lot must be individually approved by the committee.

Section 3.12 Outside clotheslines or other outside clothes drying or airing facilities, ground mounted air conditioners or air conditioning compressors and equipment shall be enclosed within a fenced service area or areas so as to conceal them from the road and neighboring Residences. Fencing or screening must be harmonious with the overall design of the structures on the Lot.

Section 3.13 If a Residence or other structure is destroyed, wholly or partially by fire or other casualty, such Residence or other structure shall be properly rebuilt, repaired or replaced to conform to this Declaration within ninety (90) days of the date it was wholly or partially destroyed, or all remaining debris and foundations shall be removed from the Lot within ninety (90) days of the date of said destruction.

Section 3.14 No business activities of any kind whatsoever shall be conducted in Residences or on any portion of the Development; except, home occupations, provided that only members of the family residing on a Lot are employed, the use is incidental and secondary to the use of the Lot as a Residence, and no stock and trade is manufactured, displayed or sold on the Lot. Further, there shall be no external evidence of the home occupation activity, such as signs, commercial vehicles, inordinate traffic, outside storage, noise, dust, odors, noxious fumes or other nuisances permitted upon or to emanate from any Lot. Provided, further, that the foregoing restriction shall not apply to the business activities or the construction and maintenance of building, if any, of Developer or any Owner, their assigns and agents during the construction of Lot improvements and the sale thereof.

Section 3.15 All Residences shall be of frame and stucco construction and their exterior appearances shall comply with the approved Site Plan.

Section 3.16 Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Developer to maintain upon such portion of the Development or Lots as Developer may choose, during the period of Lot sales or construction of improvements or sale of any Residence, such facility or facilities as in the opinion of Developer may be reasonably required, convenient or incidental to the lot sales or construction of improvements or sale of any Residence, including, without limitation, a business office, storage area, construction yard, sign, model unit and sales office.

Section 3.17 The landscaping of all Lots, exterior to the buildings thereon, shall be finished according to detailed landscape and irrigation plans, which plans shall be consistent with the approved landscape plan element of the Site Plan and shall have been approved by the Committee. The front yard landscaping shall be completed prior to occupancy of the Residence and the remainder of the landscaping must be completed within six (6) months of occupancy. Such plans shall be prepared according to guidelines furnished by the Committee. All landscaping shall be low water usage shrubs or trees from a list approved by the Committee and as shown on the Site Plan. A maximum of four hundred (400) square feet of bluegrass or other "high water usage grass" may be maintained on a on a Lot. No Chinese elms, cottonwood trees or poplars shall be permitted in the Development.

Section 3.18 No exterior storage areas, storage buildings, portable buildings or utility areas shall be constructed, installed or moved onto lots.

ARTICLE IV

Nuisances

Section 4.1 No illegal, noxious or offensive activity (determined, as necessary by the Association) shall be carried on in the Development upon any Lot, nor shall anything be done therein which is, may be or may become a nuisance or cause unreasonable disturbance, or annoyance to Owners in the enjoyment of their residences.

Section 4.2 No firearms, guns, or fireworks shall be discharged or used in the Development. Open fires shall not be permitted in the Development.

Section 4.3 No signs or other advertising shall be erected placed or displayed in the Development or upon any Lot unless the size, form and number of the same are first approved in writing by the Committee; provided, however, that any Owner may, without such prior approval, erect one sign of not more than two (2) feet by three (3) feet advertising a lot for sale or rent.

Section 4.4 No portion of the Development or any Lot shall be used or maintained as dumping ground for rubbish. Each Owner shall maintain the landscaping and appearance of the improvements on that Owner's Lot in good order and repair.

ARTICLE V

Residence Location and Improvements

Section 5.1 No Improvements shall be located on any portion of the Development in such a manner as to violate any applicable zoning ordinance, (including the approved Site Plan) subdivision regulations or any other public ordinances adopted by governmental authorities having jurisdiction over the Development.

Section 5.2 Leaves and other roof overhangs which are approved by the Committee and extend beyond the building pad will not violate this Article.

ARTICLE VI

Architectural Control Committee

Section 6.1 A Committee is hereby established and shall be composed initially of two (2) persons: Fred Seeley and Glen Garcia. Seeley shall serve on the Committee so long as Seeley, or its affiliate, is the owner of any Lot within the Development, Garcia shall serve on the Committee so long as GRG, or its affiliate, is the owner of any Lot within the Development. In the event of death or resignation of Seeley, Seeley, or its affiliate, shall have the right to designate his successor. In the event of death or resignation of Garcia, GRG, or its affiliate, shall have the right to designate his successor. Upon Seeley's and/or GRG's conveyance of the last of their Lots, other than to an affiliate, the Association shall have full authority to designate a successor. After twenty (20) of the Residences are occupied, the Committee shall be expanded to three (3) members, with the third member being elected by the members of the Association, excluding Seeley and GRG and their affiliates.

Section 6.2 Before commencing construction, remodeling, additions to alterations of, or removal of any building, swimming pool, wall, fence, tank, or any other structure whatsoever on any Lot and before commencing any landscaping or landscaping construction, including ponds, waterfalls, statues, retaining walls or other structural components which are visible from the Road, the Owner shall apply to the Committee for approval. The Owner shall submit to the Committee.

(a) A complete set of plans, including but not limited to, foundation plans, floor plans, elevations, details, and specifications which identify construction materials and exterior color scheme and a site plan showing the location of the structure on the lot identifying all construction, including but not limited to, roof overhand lines, all setback at a point of minimum distance to each lot boundary, dimensions of the lot, all walks, drives, patios, decks and walls and/or fences and their construction materials, and location and features of septic tanks, which set of plans and specifications upon approval will be retained by the Committee to remain on file. Owners are advised to consider any recorded declarations of solar rights which might affect the placement and/or dimensions of a structure on the lot.

(b) If deemed necessary by the Committee, the following may be required:

- (i) Exterior color schemes;
- (ii) Roof plans;
- (iii) The Owner's proposed construction schedule;
- (iv) An architect's rendering showing all elevations of the proposed construction.

These renderings may be in pencil or ink line drawings.

Section 6.3 No building, structure, or improvement of any kind, including walls and landscaping, shall be erected, altered, placed or maintained upon any lot, unless and until the complete set of final plans and specifications has been approved in writing by the committee as to the quality of workmanship and materials, harmony of external design with existing structures, as to location on a lot topography and finish grade elevation, and consistency with the Site Plan. **THE COMMITTEE DOES NOT HAVE THE AUTHORITY TO APPROVE ANY CONSTRUCTION WHICH DOES NOT COMPLY WITH THE SITE PLAN.** Any resurfacing or painting of exterior wall areas shall be completed in a color and texture as close to the original as possible, unless the consent of the Committee is obtained in writing as to a different color and/or texture and except as hereafter provided.

Section 6.4 The Committee shall have the right to disapprove any plans, specifications or details submitted to it if such plans or specifications are not in accord with all the provisions of this Declaration or if a design or color scheme for the proposed structure is not in harmony with the general surroundings or in harmony with the Lot or adjacent structures, or if the plans do not comply with the Site Plan or if the plans and specifications submitted are incomplete or if the Committee deems said plans and specifications to be contrary to the spirit and intent of this Declaration, or contrary to the interest and welfare and rights of all or any part of the Development.

Section 6.5 If the Committee fails to approve or disapprove the plans, specifications and other required information within thirty (30) days after submission, then approval shall not be required, provided that no building or structure shall be erected which violates any of the terms of this Declaration.

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Section 6.6 Neither the Committee, its members, nor Developer shall be responsible in any manner whatsoever for any defect in any plans or specifications as submitted or as revised by said Committee, or for work done pursuant to the requested changes to said plans and specifications.

Section 6.7 A majority of the Committee may, from time to time, grant exceptions or variances not in substantial conflict with this Declaration, without the consent of the Owners, in such cases where strict adherence to those requirements would operate to work a hardship on Owners, or where the requirements cannot reasonably be met due to the topography, location or shape of a particular Lot.

Section 6.8 The Committee is authorized and shall have the right to charge a fee in a minimum amount of \$300.00 for review of each set of plans and specifications and other required information submitted to the Committee in connection with an application for construction approval required pursuant to Section 6.3 above. The Committee, in its discretion, shall have the right to charge a fee in excess of \$300.00 for such review in instances where, due to unusual circumstances, an inordinate amount of time is required for the review.

Section 6.9 Neither Seeley nor GRG, nor their affiliates, shall be required to procure Committee approval for the original construction of Residences upon the Lots, however such construction must comply with the Site Plan. An affiliate shall be an entity in which Seeley or GRG has an ownership interest. The Committee must approve plans for construction which comply with the Site Plan.

ARTICLE VII

Common Area Easements and the Road

Section 7.1 Developer hereby declares that the Common Areas shall be deeded to the Association on or before the transfer of title to the first Lot from Developer to a third party. The Common Areas may not be sold or mortgaged without the consent of the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the Lots, excluding the Developer.

Section 7.2 The Common Areas are hereby declared to be burdened by non-exclusive and perpetual easements for the benefit of the Lots for drainage, landscaping and the repair and maintenance thereof, which easements shall be deemed to run with the land forever.

Section 7.3 The Road within the Development is a public right of way.

Section 7.4 Any and all maintenance expenses related to the landscaping and drainage within the Common Areas shall be assessed against the Owners in accordance with Article VIII of this Declaration.

ARTICLE VIII

Owner's Association

Section 8.1 The Association shall be organized to own and maintain the Common Areas. The Association shall be organized as a non-profit organization under the laws of the State of New Mexico. The Association's affairs shall be governed by this Declaration, articles of incorporation and bylaws.

Section 8.2 The affairs of the Association shall be managed by an elected board of directors, which shall exercise all the rights and powers and perform all the duties and responsibilities set out in this Declaration and the articles and bylaws of the Association.

Section 8.3 Each Owner shall be a member of the Association for so long as such ownership of a Lot continues. Rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration, and the articles and the bylaws of the Association. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of the Owner's Lot and then only to the transferee of ownership of such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage or record, or other legal process now in effect or as may hereafter be established. Any attempt to make a prohibited transfer is void and shall not be recognized by the Association.

Section 8.4

(a) The Association shall initially own the Common Areas and other improvements within the Common Areas. The Association may acquire other interests in real property within the Development, construct improvements thereon, and manage, maintain and operate said real property and improvements if members of the Association approve thereof by unanimous consent. Any additional acquisitions of functions undertaken by the Association shall be funded by assessments as provided for hereinafter.

(b) Association may employ the services of a secretary, manager, architect, engineer, consultant, other employee or employees and attorneys and accountants, to manage and carry out the affairs of the Association.

(c) The Association shall obtain and maintain in force such policies of insurance, including board of director's liability insurance, as may be deemed necessary or advisable by the board of directors.

(d) The Association may, from time to time, subject to the provisions of this Declaration, adopt, declare, amend modify and repeal rules and regulations, by a sixty-six and two-thirds percent (66 2/3%) vote of the members of the Association. Said rules may relate to any matter or thing involving the Association, the board of directors, any committee thereof, any residential area, Common Area, any property managed or maintained by the Association, the articles and bylaws of the Association or this Declaration. Said rules shall become effective when passed upon by the members.

(e) In the event of dissolution of the Association, its common property, if any, shall then be dedicated to a governmental body.

(f) The Association shall have such other rights, powers, authority and duties as set forth in its articles and bylaws.

Section 8.5 Members shall be entitled to one vote for each Lot owned. Members may vote in person or by proxy executed in writing by the member or by his only authorized attorney-in-fact. If an Owner casts a vote for a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of any other Owners of the same Lot. Members may execute all documents necessary for association.

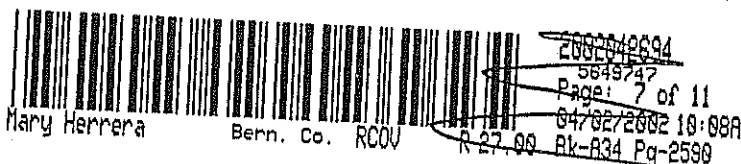
Section 8.6 Developer, for each Lot owned by it, hereby agrees to pay, and each Owner by the acceptance of a deed or contract of sale therefore, whether or not so expressly provided in any such deed or contract or other conveyance, is deemed to agree to pay to the Association:

- (a) Maintenance and administrative assessments;
- (b) Assessments for capital improvements, and
- (c) All other fees or other monies due to the Association from such Owner.

The maintenance and administrative assessments and assessments for capital improvements, plus interest, at the rate of 12%, or such other rate as established by the Association, late charges, costs and attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner or Owners of such Lot on the assessment date. The personal obligation to pay assessments shall not pass to successors in title unless expressly assumed by them.

Section 8.7 There shall be an operating fund, into which the Association shall deposit all monies paid to it as:

- (a) Maintenance and administrative assessments;
- (b) Assessments for capital improvements;
- (c) Miscellaneous income; and
- (d) Income and profits attributable to the operating funds;



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and from which the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 8.9

Maintenance and Administrative Assessments.

(a) Within thirty (30) days prior to the commencement of each fiscal year the Association shall estimate the costs and expenses to be incurred by the Association for maintenance and administration during such year, including a reasonable provision for contingencies, and reserves for major repairs and replacements, and shall subtract from such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies and reserves for major repairs and replacements, in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed against the Owners. The amount of each Owner's assessment shall be determined as follows:

Total estimated maintenance and administrative assessment, divided to total number of lots in the Development.

b) If, at any time and from time to time, during any fiscal year, the maintenance and administrative assessment proves or appears likely to prove inadequate for any reason, including non-payment of any Owner's share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy, which shall be assessed to all Owners apportioned as provided in subsection (a).

c) Maintenance and administrative assessment shall be due and payable to the Association when levied or in such installments during the year, and such due dates as the board of directors shall designate.

Section 8.9

The association may also levy in any year an assessment for paying and or reimbursing the Association, in whole or in part, the cost or proposed cost of acquisition and construction of a described capital improvement (whether the improvements constitute real or personal property), in an amount greater than can be included in the maintenance and administrative assessment, provided it has been approved by a majority of the voting power of the members, which assessment shall be assessed to Owners in the same manner as provided for in Section 8.9 (a).

Section 8.10

Each assessment under this article shall be the separate, distinct and personal debt and obligation of the Owner against whom it is assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent with respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a late charge, interest, plus the reasonable cost of collection, including attorney's fees. Such charges shall be considered an additional assessment and collectible with the assessment for which it was charged. If any such assessment is not paid within ten (10) days after the delinquency date, the Association may, at its option, file in the real property records of Bernalillo County, New Mexico, a notice of delinquent assessment specifying the particulars thereof, including (i) name of Owner, (ii) date and amount of assessment and (iii) the description of each Lot as to which the assessment is delinquent, and bring an action at law against the Owner of the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the lien and complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate provided for herein and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or equity against such Owner or Owners and each Lot for the collection of such delinquent assessments.

Section 8.11

No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date a notice of claim is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Clerk. Said notice of claim must recite a good and sufficient legal description of such Lot, the record owner or reputed owner thereof, the amount claimed (which shall include the interest and late charges, costs and attorney's fee-recoverable by an action at law) and the name and address of the Association.

Section 8.12

Any sale pursuant to a foreclosure action is to be conducted in accordance with the customary practice of the courts of the State of New Mexico, applicable to the foreclosure of mortgages, or in any other manner permitted or provided by law. The Association through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 8.13 Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file for record, as the case may be, an appropriate release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association, in an amount sufficient to cover the actual costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 8.14 The assessment lien and the rights to foreclosure and sale there under shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 8.15 The Association shall, upon demand, furnish to any Owner liable for assessments, a certification in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the board of directors for the issuance of these certifications. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8.16 The maintenance and administrative assessments provided for in this Article shall commence as to each Lot upon the sooner of (i) the first day of the month following completion of construction of the Residence on the Lot or (ii) one year after recording of this Declaration. Construction shall be deemed completed upon issuance of a certificate of occupancy on final inspection approval of a Residence by the City of Albuquerque or other appropriate governmental entity. The first such annual assessment shall be prorated for each Lot for the period from the commencement as provided in this section to the start of the next fiscal year following such commencement.

Section 8.17 The lien for assessments shall be subordinate to the lien of any first mortgage placed upon a Lot in good faith and for value; however, such subordination applies only to assessments for which a notice of claim of lien has not been filed in the records of the real estate records of the County Clerk of Bernalillo County, New Mexico prior to recording the lien of the first mortgage in said records and the assessments before the sale or transfer of the Lot pursuant to a decree of foreclosure, or any transfer in lieu of foreclosure. The sale or transfer does not release the Lot from the liability or lien for assessments thereafter becoming due.

ARTICLE IX

Term of Restrictions and Amendment

Section 9.1 All of the Covenants set forth herein shall be binding upon the Owners and their heirs, personal representatives, successors and assigns and all persons claiming by, through or under them, for a period of twenty (20) years from the date of the filing of this instrument in the office of the County Clerk of Bernalillo County, New Mexico, at which time the Covenants shall be automatically extended for successive periods of twenty (20) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the Owners of not less than sixty six and two-thirds percent (66 2/3%) of the Lots in the Development, which instrument shall be recorded in the office of the County Clerk of Bernalillo County, New Mexico, within ninety (90) days prior to the expiration of the initial term hereof or any twenty-year extension.

Section 9.2 During the initial twenty (20) year term of the Covenants, and thereafter, the Owners of not less than sixty-six and two-thirds (66 2/3%) of the Lots in the Development may at any time and from time to time release all of the Lots hereby restricted from any one or more, or all of the Covenants, or may modify, change or amend the Covenants as to all of the Lots by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the County Clerk of Bernalillo County, New Mexico.

ARTICLE X

General Provisions

Section 10.1 A six-inch tolerance by reason of mechanical variance of construction is hereby automatically allowed for any distance requirements imposed by this Declaration or by the Committee.

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Section 10.2 Invalidation of any one of these Covenants by judgment or court order, shall in no way affect any of the other provisions of the Declaration, which shall remain in full force and affect any of the other provisions of the Declaration, which shall remain in full force and effect.

ARTICLE XI

Enforcement

Section 11.1 All provisions of this Declaration shall be binding on all Lots and the Owners, regardless of the source of title of such Owners, and any breach thereof, if continued for a period of fifteen (15) days from and after the date that the Committee, Association or Owner of a Lot notifies the Owner of party breaching this Declaration to refrain from the continuance of such action and to correct such breach, shall warrant the Committee, the Association or another Lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other relief. The prevailing party in such action shall be entitled to its reasonable expenses in prosecuting such suit, including attorney's fees from the non-prevailing party.

Section 11.2 No delay or omission on the part of the Committee, Association or any owner or owners of a Lot or Lots in exercising any right, power, or remedy herein provided for in the event of any breach of this Declaration shall be construed as a waiver thereof or acquiescence therein.

Section 11.3 No right of action shall accrue, nor shall any action be brought or maintained by anyone against Developer for or on account of the failure or neglect of Developer to exercise any right, power or remedy herein provided for in the event of any breach of this Declaration.

IN WITNESS THEREOF, the undersigned has hereunto set its hand and seal the date first above written.

GRG STRUCTURAL CONTRACTORS, INC., a New Mexico corporation

By: *Glen Garcia*

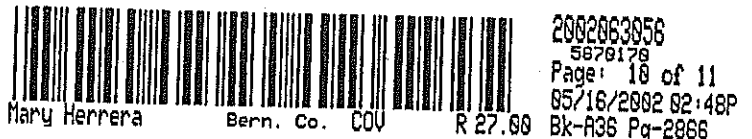
Glen Garcia, President

Fred N. Seeley
Fred N. Seeley

Gina Seeley
Gina Seeley

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

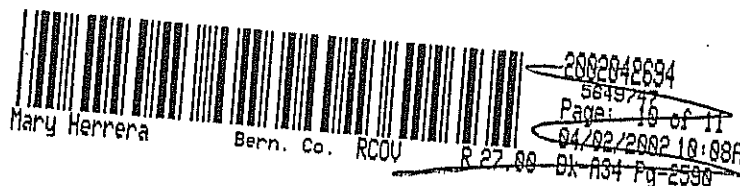


This instrument was acknowledged before me on December 21, 2001 by Glen Garcia, President of GRG Structural Contractors, Inc., a New Mexico corporation

My Commission Expires: _____

May 1, 2005

Richard B. Nyon
NOTARY PUBLIC



STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

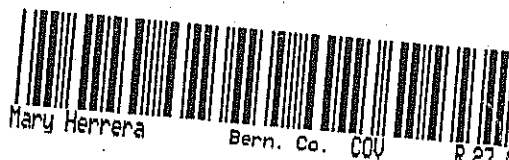
This instrument was acknowledged before me on December 21, 2001 by Fred N. Seeley and Gina Seeley, husband and wife.

My Commission Expires:

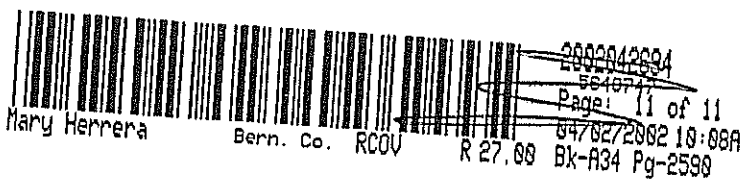
May 1, 2005

Michelle B. Nyon
NOTARY PUBLIC

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Forms

Spanish Sun Subdivision
Homeowners Association, Inc.