

Resolutions I & II

Rule I:

Single-Family Residential Use shall mean the occupation or use of a Structure as a residence by a single person, a family or a family-sized unit in conformity with this Declaration and the requirements imposed by applicable zoning laws or any other state, county or municipal laws, rules, regulations, codes or ordinances. An Owner may rent or lease his residential Structure, but any such rental or lease must be a written agreement, which requires the tenant to observe the covenants, conditions and restrictions of this Declaration, and no residential Structure may be rented or leased for a period of less than thirty (30) days.

Limitations on Renting. No Lot Owner shall rent his house for less than a six-month term. No house within the Subdivision shall be rented other than on a written form or lease requiring the lessee to comply with the Declaration, as amended from time to time, the By-Laws and any rules and regulations promulgated by the Association's Board of Directors and/or ACC, and providing that failure to comply constitutes as default under the lease. Each Owner shall promptly, following the execution of any such lease, forward a conformed copy to the Association's Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Declarant, or to a Mortgagee in possession of a Lot as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

Rule II:

Registration of Non-Owner Occupied Property

All properties in which the owner(s) on the deed do not reside, located within the Cabezon-Centex subdivision, must register as such with the Board of Directors of the Cabezon-Centex Home Owners Association whether or not rent monies are received. The exception is if the home is a second home, and you occupy it for at least 60 days per calendar year.

This registration is due on April 1, 2009, and every April 1, thereafter. Failure to register as required will result in a \$250.00 fine.

These resolutions were passed unanimously at the January 24th, 2009 meeting of the Cabezon-Centex HOA Board of Directors.

CABEZON-CENTEX HOMEOWNERS ASSOCIATION
Request for Rental Information

Dear Homeowner:

The Cabezon-Centex HOA has always required that homeowners send in a lease agreement at the time an Owner leases his or her unit for the purpose of capital gains.

We have still not received your lease for your rental unit at Cabezon-Centex. Please send this information in to us before April 1st, 2010. Failure to respond or provide a lease as stated below in the rules will result in a \$250.00 fine to the Homeowner.

The Rules stand as stated:

Single-Family Residential Use shall mean the occupation or use of a Structure as a residence by a single person, a family or a family-sized unit in conformity with this Declaration and the requirements imposed by applicable zoning laws or any other state, county or municipal laws, rules, regulations, codes or ordinances.

Limitations on Renting No Lot Owner shall rent his house for less than a (6) six-month term. No house within the Subdivision shall be rented other than on a written form or lease requiring the lessee to comply with the Declaration, as amended from time to time, the By-Laws and any rules and regulations promulgated by the Association's Board of Directors and/or ACC, and providing that failure to comply constitutes as default under the lease. Each Owner shall promptly, following the execution of any such lease, forward a conformed copy to the Association's Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Declarant, or to a Mortgagee in possession of a Lot as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

Rule II: Registration of Non-Owner Occupied Property All properties in which the owner(s) on the deed do not reside, located within the Cabezon-Centex Rancho Oro-Rancho Plata Subdivisions Units 1 & 2, must register as such with the Board of Directors of Cabezon-Centex Homeowners Association whether or not rent monies are received. The exception is if the home is a second home, and you occupy it for at least (60) sixty days per calendar year.

An annual registration is mandatory by April 1, 2010, and every April 1, thereafter. Failure to register as required will result in a \$250.00 fine.

Sincerely,

AMMRE ASSOCIATION MANAGEMENT, for
Cabezon-Centex Homeowners Association

John Keekar -Association Manager
PH: (505) 217-1119 FAX (505) 266-0300
Email: john@ammre.com

Cabezon-Centex Homeowners Association Addendum

This document is an addendum to the Rental Agreement dated _____, 20__ ,
for the dwelling located at _____, Rio Rancho, NM 87124
Between _____, owner of the property, and
_____ renter/tenant.

Acknowledgement of Homeowner Association By-Laws, Covenants, and Rules and Regulations: The above referenced dwelling is part of a planned community. To insure that the design elements of the community are preserved, maintained and enhanced, the Homeowner Association has established certain Rules and Regulation that need to be followed by all residents.

Enforcement of Rules and Regulations: The Homeowner Association conducts periodic inspections of the community. Any infractions of the Rules and Regulations noted during an inspection can be cause for the Homeowner Association to issue a violation notice. The Homeowner Association has the authority to assess fines for non-compliance with any Homeowner Association Covenants and Rules and Regulations. Payment of such fines is the responsibility of the Homeowner, and may be a charge to the renter/tenant if defined in the lease agreement.

Compliance with Covenants and Rules and Regulations: This addendum and the Homeowner Association documents are considered part of the rental agreement described above.

Limitations on Renting: No Lot Owner shall rent his house for less than a six-month term. No house within the Subdivision shall be rented other than on a written form or lease requiring the lessee to comply with the Declaration, as amended from time to time, the By-Laws and any rules and regulations promulgated by the Association's Board of Directors and/or ACC, and providing that failure to comply constitutes as default under the lease. Each Owner shall promptly, following the execution of any such lease, forward a conformed copy to the Association's Board of Directors. The foregoing provisions of this subparagraph shall not apply to the Declarant, or to a Mortgagee in possession of a Lot as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure, during the period of such Mortgagee's possession.

The Homeowner and the renter/tenant agree to comply with these Covenants and Rules and Regulations.

The Homeowner Association member, owner, and the renter/tenant agree that a copy of these documents have been provided to the renter/tenant on _____ 20__.

Homeowner

Renter/Tenant

COMMUNITY: Cabazon-Centex
ADDRESS: _____

CONTACT DATA

Please complete the following information.

HOMEOWNER INFORMATION

_____ Please omit my name and number from the Directory

Homeowner Names

Home Telephone # _____

Work# _____

E-mail: _____

Mailing Address:
(if different from above#)

2nd Home Address:
(if applicable)

2nd Home Telephone #s: _____
Times of Year at 2nd Home: _____

IN CASE OF BUILDING EMERGENCY IN MY ABSENCE, CONTACT: (Should have keys)

#1 Name: _____

Phone#s: _____

#2 Name: _____

Phone#s: _____

TO BE COMPLETED IF YOUR HOME IS OCCUPIED BY A TENANT:

Name: _____
Home # _____

Work# _____

Management Agent: _____

Telephone: _____

Emerg #: _____

HOUSEHOLD PET INFORMATION:

Pet #1 _____
Pet #2 _____
Pet #3 _____
Pet #4 _____

Species

Breed

Height

Weight

Color

Age

VEHICLE INFORMATION:

Vehicle #1 _____
Vehicle #2 _____
Vehicle #3 _____
Vehicle #4 _____

License

Make

Model

Color

SPECIAL NEEDS:

Please make us aware of any special needs you may have in the event
of a property emergency. _____

PLEASE RETURN TO:

AMMRE ASSOCIATION MANAGEMENT, 2823 Richmond NE, Albuquerque, NM 87107
505/266-2000 (fax) 505/266-0300