

**AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

DECLARATION AMENDMENT I

ARCHITECTURAL RESTRICTIONS

At the end of Article V, Section 1, Subsection g, after the existing provisions, insert the following:

Design restrictions are:

- (1) No extensions, additions, or modifications are to be made to a Unit beyond its existing roof lines.
- (2) Open portals may be enclosed with windows, sliding doors, wood trim and masonry to match the existing architecture of the Unit.
- (3) Exterior awnings, projecting "garden" windows or greenhouses are prohibited.
- (4) Patios and gardens on land deeded to the Unit Owner may be enclosed with a wall of the same height and style as those of other Units.
- (5) All alterations, additions, repair and reconstruction shall conform to and harmonize with existing structures in LEHOA with particular respect to architectural style and details, including materials used, color, and finish.
- (6) Any request for changes must be submitted to the Board of the Association in writing and no construction shall be undertaken without written approval of the Board.

History: Approved by the General Membership and adopted by the Board of Directors on 1/8/1985; recorded in Santa Fe County Book 510, pp. 597-598, on 1/10/1985.

DECLARATION AMENDMENT II

USE OF COMMON PROPERTY

At the end of Article V, Section 1, insert new Subsections "m" and "n", as follows:

m. No Owner shall place any structure or other improvements on the Common Property without the prior written permission of the Association, and in no case, shall such placement interfere with the right of all Owners to the use and enjoyment of the Common Property.

n. Any use of the Common Property by an Owner is permissive in nature, which permission is subject to revocation upon written notice to the Owner by the Association. Use of the Common Property by an Owner shall not provide the Owner with any basis for claim or legal or equitable ownership.

History: Adopted by the General Membership on 1/26/1991; recorded in Santa Fe County Book 737, p. 620, on 7/9/1991.

HOMEOWNER'S FIRE INSURANCE

At the end of Article V, Section 3, Subsection a, insert a new paragraph "3", as follows:

3. Insurance claims payments received by the Association on account of a covered loss to a Unit will be applied by the Association to the costs of restoration of that Unit for the benefit of the Unit Owner, or paid to or at the instruction of the Unit Owner if he or she has had to pay directly for such loss.

History: Adopted by the General Membership on 1/26/1991; recorded in Santa Fe County Book 737, p. 620, on 7/9/1991.

DECLARATION AMENDMENT III

RENTAL UNITS

At the end of Article V, Section 1, insert new Subsection "o", as follows:

o. A furnished Unit may be rented by its Owner for one month or more two times a year; an unfurnished Unit may be rented by its Owner for six months or longer.

History: Approved by the General Membership and adopted by the Board of Directors on 6/13/2009; recorded in Santa Fe County Instrument No. 1568095 on 6/25/2009.

DECLARATION AMENDMENT IV

LIMIT ON COST OF IMPROVEMENTS

Article III, Section 2, Subsection c, paragraph 3 is amended to strike the words "Twenty-Five Hundred Dollars (\$2,500.00)" and substitute the words "Seventy-Five Hundred Dollars (\$7,500.00)", as follows:

3. To construct or effect, or to cause to be constructed or effected, additional improvements on or to the Common Property; provided, however, that no such improvements at a cost to the Association of more than Seventy-Five Hundred Dollars (\$7,500.00) in any one year shall be permitted without the approval of two-thirds (2/3rds) in interest of the Members;

History: Approved by the General Membership and adopted by the Board of Directors on 11/11/2010; recorded in Santa Fe County Instrument No. 1620050 on 12/14/2010.

DECLARATION AMENDMENT V

**MANAGEMENT AND MAINTENANCE OF COMMON PROPERTY;
RIGHTS AND DUTIES OF THE ASSOCIATION**

At the end of Article III, Section 2, Subsection c, insert new paragraphs "12" and "13", as follows:

12. To assess the Association's reasonable attorney's fees and costs incurred in enforcing the covenants against an Owner who violates the provisions of this Declaration, and refuses or fails to cure the violation within 30 days after written notice by certified mail by the Association to the Owner of the violation, or fails to commence such cure of the violation within that time period or fails to continue to pursue such cure thereafter. Such assessment shall be the joint and several personal debt and obligation of the Owner(s) of the Unit in violation, and shall constitute a lien against such Unit which may be foreclosed in the same manner as any mortgage lien. The Association shall also have the right to maintain an action for injunctive relief to enforce the Declaration provisions against any Unit Owner who is in violation thereof and to collect its reasonable attorney's fees and costs in such enforcement action from the violating Owner(s).

13. The list of rights and powers in this Section 2, Subsection c is a list of illustrative powers and is not an exclusive list. Other actions may be taken by the Association as are reasonably necessary to effectuate and enforce the provisions of this Declaration, and the duties imposed by the Articles and Bylaws of the Association.

History: Approved by the General Membership and adopted by the Board of Directors on 1/21/2012; recorded in Santa Fe County Instrument No. 1662904 on 3/12/2012.

SPECIAL ASSESSMENT OF MEMBERS; NOTICE OF ASSESSMENT

Article III, Section 3 is amended to strike the existing Subsections "c" and "d" and substitute the following:

c. Special Assessment to a Member. In the event that the Association exercises its powers under Section 2, Subsection c of this Article where the Owner fails or refuses to cure a violation of the provisions of this Declaration as stated therein, the Association may assess its costs incurred in enforcing the provisions of this Declaration, including maintenance, restoration and repair costs and reasonable attorney's fees and other legal costs and expenses against such Owner.

d. Notice of Assessment. In levying assessments against all Members, the Association shall give each Member written notice thereof. In levying a special assessment against an individual Member, the Association shall give such Member written notice thereof. Assessments not paid within 30 days shall incur a late fee of 10% of the amount due. Additionally, if not paid within 60 days of the due date, the assessment shall bear interest of the rate of 12% per annum from the date due.

History: Approved by the General Membership and adopted by the Board of Directors on 1/21/2012; recorded in Santa Fe County Instrument No. 1662904 on 3/12/2012.

OWNER'S DUTY TO RESTORE OR RECONSTRUCT

Article V, Section 3 is amended to strike the existing Subsections "c" and "d", and substitute a new Subsection "c", as follows:

c. In the event that the Owner of a partially or totally destroyed Unit does not comply with his or her obligations described in Subsection a above, the Association may perform said obligation for the Owner's account and at his or her expense, and shall assess the Association's expenses, attorney's fees and costs incurred against the

Owner, which assessment shall become a lien to be enforced as described in Article III, Section 2, Subsection c, paragraph 12.

History: Approved by the General Membership and adopted by the Board of Directors on 1/21/2012; recorded in Santa Fe County Instrument No. 1662904 on 3/12/2012.

LIMITATIONS ON USE OF UNITS AND COMMON PROPERTY

Article V, Section 1, Subsection "h" is amended to insert the following words at the end of the paragraph, "Solar Panels may be allowed with prior written approval by the Association", as follows:

h. No Owner shall cause or permit any fixtures or equipment, excepting an authorized radio, television or similar antenna, to be attached to the exterior surfaces of a Unit, if the same will be visible to the occupants of other Units, without the prior written permission of the Association. Solar Panels may be allowed with prior written approval by the Association.

History: Approved by the General Membership and adopted by the Board of Directors on 1/21/2012; recorded in Santa Fe County Instrument No. 1662904 on 3/12/2012.