

AMENDMENTS TO THE PROTECTIVE COVENANTS FOR THE MEADOWS ON RIO GRANDE

The undersigned, being the owners of at least three quarters of the residential lots in The Meadows on Rio Grande, a subdivision located in the County of Bernalillo and City of Albuquerque, New Mexico, do hereby amend the Protective Covenants of that subdivision.

WE HEREBY AGREE AS FOLLOWS:

1. **Property.** This Amendment pertains to the following described Real Property:

All of The Meadows on Rio Grande, a subdivision of the City of Albuquerque, Bernalillo County, New Mexico, Lots 1-23 Blk A, Lots 1-12 Blk B, Lots 1-34 Blk C, Lots 1-35, Blk D, Lots 1-4, Blk E, as the same are shown and designated on the plat of said subdivision filed in the office of the County Clerk of Bernalillo County, New Mexico on the 8th day of July, 1993 as Document No. 93073015.

(hereinafter referred to as the "Subdivision" or as "Lots")

2. **Scope of Amendment.** This Amendment amends the Protective Covenants recorded with respect to the Subdivision in the office of the County Clerk of Bernalillo County, New Mexico on the 12th day of July, 1993, as Document No. 93073817 at pages 4572 through 4585 of the records of Bernalillo County. All covenants not expressly altered or replaced by this Amendment remain in full force and effect.
3. **Deletion.** The following is deleted from Paragraph numbered 7 of the Protective Covenants:

In the event an owner's back or side yard adjoins any trail or street, such owner is responsible for maintaining both sides of the lot line wall as well as maintaining any landscaping installed by the Developer outside the wall.

The following is deleted from Paragraph numbered 18 of the Protective Covenants:

Thereafter the then record owners of a majority of the lots shall have the power to elect members of the Committee and otherwise change the membership of the Committee.

4. **Definitions.** For the purpose of this amendment, the following terms are defined:
 - A. The *Association* shall refer to the THE MEADOWS ON RIO GRANDE HOME-OWNERS ASSOCIATION, INC. a New Mexico non-profit corporation, or its successor.
 - B. *Bylaws* shall refer to the Bylaws of the Association.
 - C. *Perimeter Streets* shall refer to Rio Grande Boulevard, Don Quixote Drive, Don Fernando Drive and Los Anayas Road to the extent these streets run along the boundary of the Subdivision.

- C. *Common Area Maintenance* shall refer to the maintenance of the following areas within the Subdivision other than those which are maintained by any governmental entity:
- (1) Any Landscaping installed by the Developer (or replacements of that landscaping) located outside the lot line walls and along the Perimeter Streets, and
 - (2) Any lot line walls located along the Perimeter Streets or Dulcinea Park and enclosing Phase I or Phase II of the subdivision, excluding the maintenance of any stucco on the interior side of any wall enclosing the yard of an individual lot and
 - (3) Such other areas as shall be included by a written resolution of the Board of Directors of the Association. The Board may also exclude areas from Common Area Maintenance; however, in no event shall Common Area Maintenance include any maintaining (i) any home or structure other than a perimeter wall located on any individual Lot within the Subdivision, or (ii) the front or yard of a home located in the Subdivision, (iii) the interior of any yard enclosed by lot line walls or (iv) any lot line wall separating individual lots.
5. **Association Membership.** Each Lot owner shall automatically be a member of the Association. However, there shall be only one vote for each Lot in the Subdivision. Membership in the Association shall pass with the fee simple title in each Lot. Any joint tenant or tenant in common, alone, may cast the vote for a Lot. The Association shall be managed by a board of directors and by officers in the manner provided by the Bylaws.
6. **Powers and Duties of Association.** In the manner and to the extent provided in the Bylaws, the Association shall have the following powers and duties:
- A. *Maintenance.* The Association, shall perform Common Area Maintenance.
 - B. *Architectural Review.* The Association shall appoint the members of the Architectural Review Committee in the manner set out in the Bylaws. The Board of Directors of the Association may also provide for a method of appeal from any decision of the Architectural Review Committee. The Association shall also be authorized to bring legal actions or otherwise enforce the Protective Covenants of the Subdivision and to enforce the decisions of the Architectural Review Committee.
 - C. *Replacement.* The Association is authorized to add or replace elements of landscaping, walls or other fixtures or structures in the areas it maintains.
 - D. *Incidental Powers:* The Association shall have such other powers as may be necessary or practical to carry out its specified duties.
7. **Dues and Assessments.** The Association's shall have the following powers, which shall be exercised in the manner set out in its Bylaws:

- A. *Power to Assess.* The owners of the Lots agree to pay all assessments levied by the Association, through its board of directors. Accepting or continuing ownership of any of the Lots shall be the agreement of a Lot owner to pay such an assessment, whether or not the covenant is contained in the deed.
 - B. *Common Expense fund.* The Association shall establish a common expense fund to enable the Association to perform its duties and exercise its rights. The fund shall be based upon an annual budget which shall be an estimate of the cash requirements of the Association for the next year to perform its regular duties and exercise its rights. The budget for each year shall be made available to all members.
 - C. *Special Assessments.* The Association may also specially assess its members for the reasonable cost of capital replacements or improvements which the board of directors of the Association deem reasonably necessary to maintain the appearance and value of the Subdivision.
 - D. *Lien.* The Association shall have a lien for any unpaid assessments which shall attach to the Lot for which the assessments are overdue. The association's lien may be foreclosed in like manner as a mortgage on real estate. The Association shall be entitled to recover costs and reasonable attorney fees expended collecting its assessments or foreclosing a lien. The lien of the Association shall be subordinate to any mortgage on the Lot recorded prior to any notice of lien by the Association.
8. **Easement.** The Association is also granted a nonexclusive easement to enter on to any portion of the Lots or other areas of the Subdivision as may be reasonably necessary to perform Common Area Maintenance.

The undersigned being of the owners of at least 75% of the Lots, by our signatures agree to the amendments set out above which shall be covenants running with the land.

Euphemia Lucero (Co-Owner)

Address: 2200 Rozinante Court Legal Description: Unit: 1 Lot: 12 Block: C

Eric Herrera

Kim Herrera

Address: 2201 Rozinante Court Legal Description: Unit: 1 Lot: 11 Block: C

Ruben Chavez

Anita Lopez

Address: 2204 Rozinante Court Legal Description: Unit: 1 Lot: 13 Block: C