

LA UNION ESTATES

HOMEOWNERS' ASSOCIATION

COVENANTS, CONDITIONS, and RESTRICTIONS



COUNTY OF DONA ANA) COVENANTS
STATE OF NEW MEXICO) ss PAGES: 29

I Hereby Certify That This Instrument Was Filed for
Record On AUG 9, 2016 11:40:23 AM
And Was Duly Recorded as Instrument # 1617904
Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy

Gerardo Barrera

TABLE OF CONTENTS

| | Page |
|--|------|
| RECITALS AND DECLARATION | |
| I. DEFINITIONS | 1 |
| Section 1. Association | 1 |
| Section 2. Owner | 2 |
| Section 3. Properties | 2 |
| Section 4. Common Area | 2 |
| Section 5. Lot | 2 |
| Section 6. Declarant | 2 |
| II. PROPERTY RIGHTS | |
| Section 1. Owner's Easements of Enjoyment | 2 |
| Section 2. Delegation of Use | 3 |
| Section 3. No Dedication | 3 |
| Section 4. Parking | 3 |
| III. MEMBERSHIP AND VOTING RIGHTS | 3 |
| IV. COVENANTS FOR MAINTENANCE ASSESSMENTS | |
| Section 1. Creation of the Lien and Personal Obligations of Assessments | 4 |
| Section 2. Purpose of Assessments | 5 |
| Section 3. Maximum Annual Assessment | 5 |
| Section 4. Special Assessments for Capital Improvements | 6 |
| Section 5. Notice and Quorum for any Action Authorized Under Sections 3 & 4 | 6 |
| Section 6. Uniform Rate of Assessment | 6 |
| Section 7. Date of Commencement of Annual Assessments-Due Dates | 7 |
| Section 8. Effect of Nonpayment of Assessments-Remedies of the Association | 7 |
| Section 9. Subordination of the Lien to Mortgages | 7 |
| V. USE OF THE PROPERTIES | |
| Section 1. | 8 |
| Section 2. Common Area | 8 |
| Section 3. Lots | 8 |
| Section 4. Animals | 11 |
| Section 5. Garbage and Refuse Disposal | 12 |
| Section 6. Design Guidelines | 12 |
| Section 7. Architectural Control | 13 |
| Section 8. Easements | 15 |
| Section 9. Sight Distance at Intersections | 15 |

| | | |
|-------------|--------------------------------------|----|
| Section 10. | Miscellaneous | 16 |
| Section 11. | Additional Powers of the Association | 16 |
| Section 12. | Discrimination | 18 |
| VI. | GENERAL PROVISIONS | |
| Section 1. | Enforcement | 18 |
| Section 2. | Severability | 18 |
| Section 3. | Amendment | 18 |
| Section 4. | Annexation | 19 |
| Section 5. | Neighborhood Participation | 19 |
| Section 6. | Dirt Bikes | 19 |
| VII. | EXTERIOR MAINTENANCE | 19 |
| VIII. | DAMAGE OR DESTRUCTION OF PROPERTY | 20 |

DECLARATION OF
COVENANTS, CONDITIONS and RESTRICTIONS OF LA UNION ESTATES

THIS DECLARATION, made on the date hereinafter set forth by LA UNION ESTATES, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in La Union, a subdivision in the County of Dona Ana, State of New Mexico, which is more particularly described as:

Being a parcel of land being 31.3241 acre portion fo USRS Tract 31-38A1C, lying in Sectins 33 and 34, Township 27 South, Range 3 East, NMPM, Dona Ana County, New Mexico and also being a portion of that 36.3241 acre parcel recorded in Instrument No. 0736482, Dona Ana County Clerk Records. (Exhibit A).

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to La Union Estates Homeowners Association, Inc., a New Mexico non-profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any lot which is part of the properties, including

contract sellers.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as Triple Crown Road and the common water well located on Lot 13 **and a small area of the front of each lot where a light will be place.** No portion of the Common Area shall be used for a residence or dwelling. The Common Area shall be for the use and enjoyment of the members of the Association subject to the rules and regulations of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the La Union Investment Group, LLC.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an

instrument agreeing to such dedication or transfer signed by one-half (1/2) of each class of members has been recorded.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. Such persons must physically reside in the dwelling located on the Lot owned by such Owner. The Association may provide for visitors or guest privileges with such restrictions and regulations as the Association shall determine subject to drainage uses. An Owner who rents his home is responsible for the actions of the tenant(s) insofar as any illegal, dangerous, or obnoxious actions of the tenant(s) that affect the peace and quiet of the neighbors.

Section 3. No Dedication

The Common Area is not dedicated in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of the Owners, and those to whom the use is properly delegated as herein provided.

Section 4. Parking

Each Owner shall maintain on his Lot at least two (2) parking spaces (in addition to a garage and/or carport) for the use of the Owner and persons visiting the Owner. No parking will be permitted on the yards of any home.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A: Class A members shall be all Owners of residential lots with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the Declarant has sold 50% of the Lots. Until the conversion, the Declarant shall be able to amend these covenants at its discretion and is exempt from all assessments or charges by the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

(a) Upon the transfer of a unit (including both transfers from Declarant to the initial Owner and transfers from one Owner of a unit to a subsequent Owner of the unit), a working capital fee in an amount of \$100.00 will be paid from the transferee of the unit to the Association for the Association's working capital fund for the purposes of maintenance of the pavement of Triple Crown Road. Each working capital contribution will be collected from the transferee of a unit upon the conveyance of the unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the unit upon resale or transfer thereof).

(b) The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and remain a lien against the property.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area. No changes or modifications of the surface of the Triple Crown Road is allowed without Association approval.

Section 3. Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by

proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice (including e-mail) of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at this subsequent meeting shall be one-half (1/2) of those members present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Except as noted in Section 3 above, both annual and special assessments must be fixed at

a uniform rate for all Lots and may be collected on a monthly basis, except as indicated in Article IV, Section 8.

Section 7. Date of Commencement of Annual Assessments-Due Dates

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments-Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Attorney's fees and court costs incurred in the collection of assessments shall be paid by the Owner.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first

mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot because of a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. USE OF THE PROPERTIES

Section 1.

Regarding use and enjoyment of the subject properties, the following provisions of this Section 1 apply:

(a) La Union Estates shall be used for single family residential purposes only except as noted. No portion of Lots or Common Areas shall be used for any trade, business, profession or occupation of any nature. This provision shall apply to Common Areas as well as home sites.

(b) The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed or contract of sale therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to not subdivide Lots.

Section 2. Common Area

The Common Area shall be used exclusively by the residents of the Properties and their guests.

Section 3. Lots

(a) No noxious, offensive, illegal or immoral activities shall be carried on upon any part of the La Union Estates (nor shall anything unreasonable be done which shall constitute a nuisance or annoyance to the neighborhood).

(b) Every owner shall keep and maintain his respective Lot(s) in a neat and clean condition, free of weeds, litter, debris and other unsightly growth, all at Owner's cost and expense. If, in the sole discretion of the Association and/or Declarant, an Owner defaults in the performance of this stipulation and covenants, the same may be performed by the Association or Declarant, their successors or assigns, for account and at the expense of the Owner(s), and any and all expenses incurred by Association or Declarant in so doing shall be payable by Owner(s) to Association or Declarant, their successors and assigns, with interest at the rate of twelve percent (12%) per annum from the date when the same was so incurred or paid, within ten days (10) after written notice thereof, which such indebtedness shall be considered an assessment pursuant to Article IV above and said indebtedness, together with interest as provided in Article IV, Section 8, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such maintenance charge or assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the maintenance charge or assessment fell due and remain a lien against the property. Such lien provided for herein shall be inferior and subordinate to the lien of any first mortgage created subsequent to the Owner's payment in full of the purchase price for his respective Lot.

(c) No trailer, tent, shack or structure of a temporary character shall be erected, stored or used for any purpose whatsoever in La Union Estates either on a temporary or permanent basis. Provided, however, recreational vehicles, such as trailers, motor homes, campers and boats may be stored (but not used for residential or storage purposes) on a Lot so long as the recreational vehicle is not used for a dwelling and is no more than six feet in height and is

screened from view from the street. **However, an owner may have an RV or boat in plain view on the property for the purpose of loading and unloading, but not for more than 48 hours.**

(d) No storage shed or similar structure shall be erected on any Lot, the exterior of which does not match the design of the exterior of the main residence, including materials, roofing material, roof type, roof pitch, siding and color. The plans for any such structure must be approved by the ACC before its erection.

(e) Ditches or pipes for irrigation and drainage where installed on easements shall be maintained in good repair and condition by the adjoining Owners at the established elevation and grade, such ditches are to be kept free of weeds and other obstructions at all times.

(f) No major vehicular or automotive repair work shall be performed on said premises at any time unless it be done behind closed doors in garages. No junk vehicles will be stored on the property. The Board, in its sole discretion, will determine if a vehicle is junk or inoperable.

(g) Buyer agrees to enclose the rear yard of each lot with a pipe fence using rock pillars (Exhibits B & C) at least six feet above the finish grade level and six feet above the highest finish grade level when abutting a drainage right-of-way, street right-of-way, commercial property or ponding area, or when required by city code. Buyer agrees to construct the pipe fence using rock pillars according to the subdivision improvement plan specifications when the requirements vary from those contained herein. Rear yard fences shall be placed on the common boundary line with adjoining lots as party pipe fencing. These provisions are in addition to those of Article VII below.

Fencing will be solely constructed of pipe.

(h) Buyer agrees to design and construct homes on the lot(s) in such a manner as to provide positive lot drainage from the rear of the lot to the street in front of the lot and all improvements will be designed and constructed in such a way so that the grades will be maintained at all times by subsequent owners. Driveways, patios, walks, landscaping (including without limitation, grass, bushes, trees, bricks, rock or other materials) and all other portions of each lot shall be constructed, installed and shall be maintained to drain away from the main building structure, and swaled, sloped or slanted through the rear, side and front yards so as to drain to the street in front of the lot. If necessary, roof drainage will be collected in gutters and diverted toward the front of the lot. Any variance from this drainage requirement shall be made only with the express written approval of the ACC. FAILURE BY THE BUYER AND SUBSEQUENT OWNERS TO MAINTAIN THE PROPER DRAINAGE CAN RESULT IN DAMAGE TO THE IMPROVEMENTS FROM SETTLING AND/OR EROSION ON THE SUBJECT LOT AS WELL AS SURROUNDING LOTS AND WATER PENETRATION OF STRUCTURES.

(i) Each Owner will remove holiday lights and exterior ornaments within two weeks following the holiday for which they were put on display.

(j) Any yard art or other exterior decorations of the home or yard must be approved prior to installation by the ACC.

(k) Owners shall maintain all exposed exterior roofs.

Section 4. Animals

Dogs, cats and other small household pets shall be permitted on the premises as well as horses. No animals shall be used for any commercial purposes, including breeding and selling

and furthermore, there shall not be more than three (3) dogs and cats in any resident. No livestock (other than horses) shall be permitted.

Section 5. Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. Design Guidelines

Design guidelines shall be set forth in a document to be prepared by the ACC and will be in addition to anything in these covenants. The design guidelines will specify acceptable exterior colors or require prior approval of exterior colors by the ACC.

(a) Minimum Floor Space. Each single family dwelling constructed on any Lot shall contain not less than the minimum square footage of 2,500 square feet.

All residential structures on each Lot shall be set back at least fifteen (15) feet in the front for living areas and twenty (20) feet for garage areas. Side yard setbacks shall be five (5) feet on interior sides and ten (10) feet on exterior sides on corner lots. Rear setbacks are fifteen (15) feet for living areas and twenty (20) feet for garage areas.

(b) Garages/Parking Requirements. All single family housing shall have a minimum two car garage with interior dimensions no smaller than nineteen feet six inches (19'6") wide and nineteen feet six inches (19'6") deep. No garages are allowed to be enclosed or converted to living areas. All garages shall be setback at least twenty (20) feet from the road they are accessed from. The entrance to a garage must be recessed behind the front of the primary residence; however, this requirement may be adjusted by the Architectural Control Committee at

its discretion.

(c) Fences. Fencing will be solely constructed of pipe with rock pillars. Fences are permitted in front yards provided they are pipe with rock pillars. All fencing must be approved by the ACC prior to construction.

(d) Landscaping / Irrigation System. All front yards will be landscaped within 30 days of completion of the house based upon the date of certificate of occupancy issued by the county or state. The subdivision will have a community irrigation system using the common well. No owner may sell its water rights.

(e) Architectural Standards. All homes constructed within the development are expected to have a distinct and identifiable architectural style. Other styles can be considered on a case by case basis.

Section 7. Architectural Control

(a) No building, fence, wall or other structure shall be commenced, erected or maintained in La Union Estates, nor shall any exterior addition to, change or alteration thereof be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to topography and finish grade elevation, and as to compliance with these restrictions. No structure shall exceed a height maximum of 25 feet. All designs will be one of the following:

Mediterranean
Tuscan
Country

Colonial
Southwest
Spanish

Colors are limited to earth tones

No contemporary

(b) Fences and walls shall be constructed only at locations approved by the Architectural Control Committee and then only as set forth in fencing restrictions as noted under Section 8, paragraph (b).

(c) All construction shall be done in strict accordance with the plans and specifications which have been approved by the Architectural Control Committee. Any changes (including changes in location of the improvement on the Lot), additions to or deletions from, plans and specifications which have been approved by the Architectural Control Committee shall be resubmitted for the approval of the Committee in the manner herein prescribed.

(d) The Architectural Control Committee is composed of three (3) or more representatives appointed by the Board.

(e) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, the Committee's approval will not be required.

(f) The Association and the Architectural Control Committee shall have the power, but shall not be obligated to, enforce these restrictive covenants. No action shall be brought against the Association nor against the Architectural Control Committee as a result of any action or failure to take any action, on any of the matters required or authorized to either of them in these restrictive covenants.

(g) The powers herein granted to the Architectural Control Committee shall be exercised by the Committee as it shall, in its sole discretion think best. The granting by the

Committee of any waiver or variance to any of the restrictions herein set out shall not constitute a waiver of the right of the Committee or any Owner to insist upon full and strict compliance with these restrictions in all other instances.

(h) Any structure must be completed in accordance with the plans and specifications approved by the Architectural Control Committee within nine (9) months of the date that construction actually begins.

(i) Construction of any home on a lot must be commenced within five (5) years after the lot is first purchased. If construction has not commenced within the five (5) year period, the owner will pay \$1,000 per year (or part thereof) to the Association which will be considered a special assessment. **In addition, the owner will pay \$100 per month as an assessment until construction is completed.**

(j) Owners shall excavate the lots to remove clayey soils under homesites and meet all minimum, applicable building regulations and codes. Owners are encouraged to have soil tests performed on their respective lot(s) before any contraction is performed. Such soils test are highly recommended by the Declarant.

Section 8. Easements

Easements for the installation and maintenance of utilities and irrigation facilities are reserved over the Lots as shown on the plat of the La Union Estates. No building shall be erected on any easement. The Owner of any lot will built its own gates for the association water provided by the common well.

Section 9. Sight Distance at Intersections

No hedge, shrub or planting which obstructs site lines at elevations between the ground

and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line. In no instance shall a wall, fence or hedge be constructed, altered or maintained within the area of these sight line limitations.

Section 10. Miscellaneous

(a) No sign of any kind shall be displayed to the public view on any Lot except one family identification sign of not more than an area of four (4) square feet, one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by the developers to advertise the property during the sales, such signs to be non-illuminated and not to exceed 192 square feet.

(b) Aircraft noises from nearby subdivisions shall be permitted and no Owner has a cause of action against Declarant for such noises.

(c) Each lot will have its own septic tank.

Section 11. Additional Powers of the Association

In addition to all other powers granted to the Association herein, or granted to the Association by the Charter or By-Laws of the Association, or the laws of the State of New Mexico, the Association, acting through its Board of Directors, shall have the right:

(a) To limit and regulate the size, type, subject matter, location and elimination of signs within the Properties, and to prohibit all or any type of subject matter or signs within the Properties, notwithstanding Section 10 (a) above.

(b) To provide guard service.

(c) To regulate the use of the Common Area.

(d) To prohibit or restrict political activities and political signs within the Properties.

(e) To borrow money and execute mortgages as provided in the Articles of Incorporation of the Association or its Bylaws which money will be used solely for the improvement of the Common Area owned by the Association.

(f) To grant easements over the Common Area and to construct roads, sidewalks, trails or other improvements over the Common Area.

(g) To exempt from the assessments herein described and the liens in connection therewith, any Lot owned by the Association and used for the benefit of the Association (other than as a rental unit).

(h) To make all other rules or regulations as the board of Directors shall deem necessary or desirable to maintain the La Union Estates as a first class residential area and to promote the recreation, health, safety and welfare of the residents of the Properties, and to provide for the protection of persons and property. However, in no event shall the Association undermine the substantive restrictions and covenants contained herein.

(i) To maintain the Emergency Access Easement (EAE) on behalf of all members of the Association.

(j) To grant exceptions or variances to any of its rules and regulations or to any of the

restrictions contained in this Article V.

Section 12. Discrimination

Nothing herein shall allow the Association, or its Board of Directors, to discriminate in favor of or against any political party or any political candidate, nor to discriminate in favor of or against any person because of his or her sex, race, creed, color, national origin or religion. Nor will there be any discrimination against anyone for their familial status.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date the original Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded in the public records of Dona Ana County, New

Mexico. **Until the conversion date as indicated in Article III, Section 2 (pg 4), the Declarant may amend these Covenants whenever it wishes with notice to the present lot owners by sending a copy of the amended covenant to the lot owner.**

Section 4. Annexation

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. Neighborhood Participation

The Association may publish a regular newsletter which will be distributed to all members of the Homeowners Association and to all neighbors, within a three mile radius of the subdivision, who request to be included on the distribution list. Included in the newsletter shall be the name, telephone number and e-mail address of the officer of the Association who a neighbor may contact to file a complaint or comment. The Association shall treat a neighbor's complaint or problem with the same degree of importance as a complaint or problem presented to the Association by a member of the Association.

Section 6. Two or Four Wheel Dirt Bikes

There shall be no riding of two or four wheel dirt bikes (commonly used off road) within the subdivision, other than to obtain ingress and egress to and from the subdivision.

ARTICLE VII. EXTERIOR MAINTENANCE

Each Owner shall be responsible for the upkeep and maintenance of all improvements upon each lot, as follows: paint, repair, replace and care for roofs, gutters, downspouts, doors, windows, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and the watering of trees and grass.

ARTICLE VIII. DAMAGE OR DESTRUCTION OF PROPERTY

In the event any common element is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby irrevocably authorize the Association to repair said damaged element and the Association shall so repair said damaged element in a good and workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs.

In the event any home or other structure or improvement is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, Owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding of the exterior of said property and improvements and any damage to adjacent property or improvements in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said improvements. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the exterior of a home and adjacent property within a reasonable time, not to exceed six (6) months from the date of the occurrence of the damage or destruction, the Association by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such home and/or adjacent property or other improvements in a good workmanlike manner in conformance with the original plans and specifications of said home and/or improvements. The Owner shall then repay the Association in the amount actually expended for such repairs.

Each Owner further agrees that these charges for repairs, if not paid within ten (10) days

after completion of the work, shall be delinquent and shall become a lien upon said Owner's Lot and home and shall continue to be such lien until fully paid. Said lien shall be subordinate to any first mortgage or encumbrance on the subject property. Said charges shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The amount of principal and interest owed by said Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of New Mexico.

Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agent the right and power to bring all actions against such Owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this Article VIII shall be construed in any way so as not to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

In the event of a dispute between an Owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the Owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board of Directors, one chosen by the Owner and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then by any arbitration/mediation service in Dona Ana County,

New Mexico. A determination by any two of the three arbitrators shall be binding upon the Owner and the Association who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

DECLARANT:

LA UNION ESTATES

By: *[Signature]*
Name: George VALENZUELA
Its: Declarant

THE STATE OF ~~NEW MEXICO~~ TEXAS
COUNTY OF ~~DONA ANA~~ EI PASO

The foregoing instrument was acknowledged before me by George VALENZUELA
Declarant of La Union Estates
on the 2 day of August, 2016.

[Signature]
Notary Public

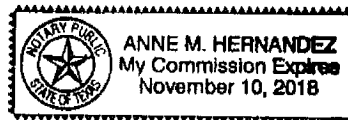


EXHIBIT 'A'

File No.: 1601162-DA02 (SCB)
Property: 7056 McNutt Road, Anthony, NM 88021

Description of a parcel of land being a 31.3241 acre portion of USRS Tract 31-38A1C lying in Sections 33 and 34, Township 27 South, Range 3East, NMPM, Dona Ana County, New Mexico and also being a portion of that 36.3241 acre parcel recorded in Instrument #0736482, Dona Ana County Clerks Records and described as follows:

Commencing for reference at a 5/8" rebar found at the most northerly northeast corner of said 36.3241 acre parcel, said rebar also marking the northwest corner of that parcel in book 707, page 950-952, said rebar also lying on the southerly ROW line of McNutt Road (NM Highway 273); Thence with said ROW line of McNutt Road, North 87deg46'00"W, a distance of 334.13' to a 5/8" rebar with cap set and being the "Point of Beginning";

Thence leaving said ROW line, South02deg14'00"W, a distance of 681.23' to a 5/8" rebar with cap set in the center of an existing concrete lined ditch;

Thence with common boundary line of said 36.3241 acre parcel and that parcel recorded in book 334, page 775 South82deg15'23"W a distance of 261.18' to an "X" found chiseled in concrete;

Thence continuing with the common boundary line of said 36.3241 acre parcel and those parcels recorded in book 334, page 775 and book 352, page 700, South00deg00'00"E, a distance of 1053.19' to a 5/8" rebar found;

Thence with the common boundary line of said 36.3241 acre parcel and that parcel recorded in book 650, page 1353, South84deg28'00" W, a distance of 774.24' to rebar with cap found at the southwest corner of said 36.3241 acre parcel and also being the northwest corner of said parcel recorded in book 650, page 1353;

Thence continuing with the westerly boundary line of said 36.3241 acre parcel and the easterly ROW line of the Baker Lateral, North00deg19'30"E, a distance of 483.00' to a 5/8" rebar with cap found;

Thence continuing with the westerly boundary line of said 36.3241 acre parcel and said easterly ROW line of the Baker Lateral, North 01deg00'48"W, a distance of 539.94' to a 5/8" rebar with cap found;

Thence continuing with the westerly boundary line of said 36.3241 acre parcel and said easterly ROW line of the Baker Lateral, North00deg12'00"W, a distance of 435.95' to a 5/8" rebar with cap stamped "3337" found;

Thence with the common boundary line of said 36.3241 acre parcel and those parcels recorded in book 124, Page 534 and book 360, Page 469, South87deg45'00"E, a distance of 571.68' to a 5/8" rebar stamped "3337" found;

Dona Ana Title Company, Inc.

File No.: 1601162-DA02 (SCB)

Date: August 11, 2011

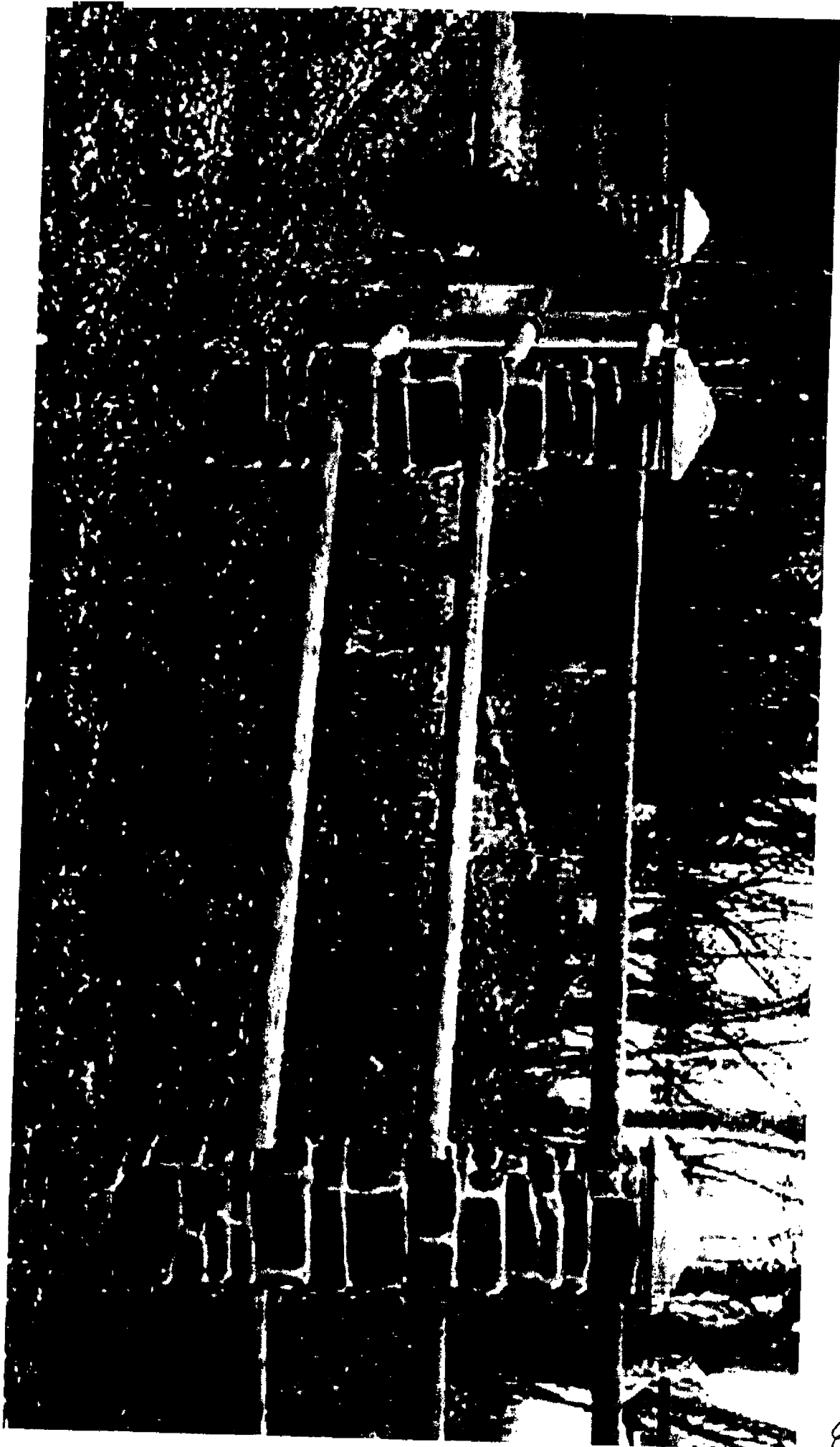
Thence continuing with common boundary line of said 36.3241 acre parcel and those parcels recorded in Book 124, page 534 and book 360, page 469 North01deg48'44"E, a distance of 427.03' to a 5/8" rebar with cap set on said ROW line of McNutt Road;

Thence with said ROW line of McNutt Road, South87deg46'00"E, a distance of 479.93' to the "Point of Beginning" and containing 1,364,478 sq. ft or 31.3241 acres.

A.P.N. 17-18939



ex 12



Ex C