

**Declaration of Covenants  
for  
Dos Griegos Subdivision Unit 3, Phases II and Unit 4, Phase III**

The undersigned, **Dos Griegos Limited Partnership**, as the owner and subdivider of certain property in Grant County, New Mexico, which is defined below, declares that the Property shall be held, sold and conveyed subject tot he following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall benefit and e binding on all parties having any right, title or interest in the Property or any part of it, and their heirs, successors and assigns.

**Article I  
Definitions**

**Association:** Grant County Dos Griegos Homeowners' Association II, a New Mexico Corporation.

**Board of Directors:** The Board of Directors of the Association.

**Bylaws:** The Bylaws of the Association, as amended.

**Common Area:** All real property owned by the Association for the common use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the execution of this Declaration includes the open Space consisting of 197.72 acres, the roadways and right of ways within the Subdivision consisting of 40.75 acres, all as shown on the Plat.

**Common Expenses:** The amount necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, including snow removal, and the cost of wages, materials, insurance premiums, taxes, services, supplies, legal and accounting fees, and other expenses that may be declared to be Common Expenses by this Declaration or a resolution of the Board of Directors.

**Declaration:** This Declaration of Covenants as amended.

**Eligible Mortgagees:** The holder of a first Security Interest in a Lot which has notified the Association, in writing of its name and address, and that it holds a first security interest on a Lot.

**Lot:** Any parcel of land shown upon any recorded subdivision map of the Property

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Alana D. Roman  
County Clerk

with the exception of the Common Area and the areas on the Plat identified as a Commercial Lot (Lot 65) in Unit 3. Although the parcel identified as Lot 65 was created as a result of the Dos Griegos Subdivision, it is not subject to this Declaration.

**Member:** The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Plat:** The plat entitled "Subdivision Plat of Dos Griegos, Unit 3, Phase Two and Unit Four, Phase Three" as shown on Plat of Acreage Parcelization.

**Property:** The property as shown on the Plat, except the areas on the Plat identified as Lot 65 in Unit 3. Although the parcel identified as Lot 65 was created as a result of the Dos Griegos Subdivision, it is not subject to this Declaration. The parcel identified as Lot 65 has been approved as a commercially zoned lot and is not subject to the rules and covenants of the Homeowner's Association. The property shall also include such additions as may later be brought within the Jurisdiction of the Association.

**Security Interest:** An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

**Subdivider:** Dos Griegos Limited Partnership.

**Subdivision:** Dos Griegos subdivision as shown on the Plat. Although the parcel identified as commercial (Lot 65) was created as a result of the Dos Griegos Subdivision it is not subject to this Declaration.

## Article II Property Rights

### 2.1. Members' Easement of Enjoyment.

Every Member 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 provisions:

- (a) The right of the Association of suspend a member's voting rights and right to use the Common Area for any period during which any assessment against such Member's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to Grant County, or any public agency, public authority, or public or private utility or company providing utility services, for such purpose and subject to such conditions as may be agreed to by the Members. Such purposes may include, but shall not be limited to, the provision of utility easements for utility structures and utility lines such as water tanks, water distribution lines, and electric, telephone, television and cable structures and lines. No dedication or transfer pursuant to the provisions of this paragraph shall be effective unless an instrument signed by two-thirds (2/3) of the Members, agreeing to such dedication or transfer has been recorded;

(c) The right of the Association, after notice to a member, to exclude from the Property any agent, employee or guest of any member, who the Association determines to be disruptive to the quiet enjoyment of the Property.

## **2.2 Delegation of Use.**

Any member may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers of a Lot who reside on the Lot. Guests of members may also use the Common Area.

### **Article III Membership and Voting Rights**

Every owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership and voting rights shall be appurtenant to and may not be separated from the ownership of any Lot. One vote shall be allocated to each Lot.

### **Article IV Assessments**

#### **4.1 Fiscal Year.**

The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

#### **4.2 Preparation and Approval of Budget.**

At least eighty (80) days before the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the Common Expenses which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Common Area and the rendering to the Members of all related services.

The budget may include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. No later than sixty-five (65) days before the beginning of the fiscal year, the Board of Directors shall send to each Member a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Member.

The Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after mailing a Copy of the budget. Unless a majority of the members reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall continue until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

#### **4.3. Assessment of Common Expenses.**

Subject to the provisions of this Declaration, the total amount of the estimated funds required for the operation of the Association set forth in the budget adopted by the Board of Directors and ratified by the Members shall be assessed against the Members. The assessment shall be the same with respect to all improved Lots, and the assessment against Lots which are not improved shall be one half ( $\frac{1}{2}$ ) of the assessment against improved Lots. For purposes of this paragraph, a Lot will be deemed improved as of the first day of the month in which a building permit for construction of improvements on the Lot issued. In addition to the assessment of common expenses described in this paragraph, the purchasers of any Lot from Dos Griegos Limited Partnership shall pay a fee of one hundred and fifty dollars (\$150.00) to the Association at the closing of the purchase of the Lot. Upon resale, the same amount will be paid to the Association at the closing, by the new purchasers of the Lot building.

#### **4.4. Reserves.**

The Board of Directors may create and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Member's assessment, upon ratification by the Members of an adjusted budget, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Members, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further

assessment shall, unless otherwise specified in the notice, be due with the next periodic payment. All Members shall be obligated to pay the adjusted amount.

#### 4.5. Effect of Failure to Prepare or Adopt Budget.

The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute waiver or release in any manner of a Member's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Member shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the quarterly payment which is due after such new annual or adjusted budget shall have been delivered to, and ratified by, the Member.

#### 4.6. Accounts.

Sums collected by the Board of Directors with respect to assessments against the Members or from any other source may be commingled into a single fund, provided that all reserves shall be held in a separate account.

#### 4.7. Payment of Assessments.

Each Member shall pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Declaration. On or before the first day of January, April, July, and October in each year, each Member shall be obligated to Pay the Association one fourth (1/4) of such assessment. No Member shall be liable for the payment of any part of the Common Expenses assessed against his Lot after the date of recordation of a conveyance by such Member in fee of such Lot, provided notice is given to the Association prior to conveyance. Before or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling member for all unpaid assessments against the [after for his or her proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling member amounts paid by the purchaser therefore. Each Eligible Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue before the time such Mortgagee comes into possession thereof.

#### 4.8. Collection of Assessments.

The Board of Directors or the Managing Agent, at the request of the Board of Directors, may take action to collect any assessment for Common Expenses due from any Member

which remains unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten (10) days after due shall accrue a late charge in the amount of fifteen percent (15%) of the overdue assessment or installment for each month the assessment or installment is unpaid. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### **4.9. Statement of Assessments.**

The Board of Directors shall promptly provide to any Member, contract purchaser or Eligible Mortgagee so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Member. Such statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association's Board of Directors and every Member. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

#### **4.10 Maintenance, Repair, Replacement and other Common Expenses.**

The Board of Directors shall be responsible for the Maintenance, repair and replacement of all of the Common Area improvements, the cost of which shall be charged to all Members as a Common Expense. If, in the opinion of not less than two thirds (2/3) of the Board of Directors, such expense was caused by the negligence or misconduct of a Member, then such expense shall be assessed against that Member. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

#### **4.11. Lien for Assessments.**

The total annual assessment of each Owner for Common Expenses or any special assessment made pursuant to these Bylaws is declared to be a lien levied against the Lot or such Owner. The Board of Directors or the Managing Agent shall file or record notice of any such lien, or other appropriate document to establish the priority of the lien.

If an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner and his Eligible Mortgagee by the Board of Directors or the Managing Agent.

The lien for assessment may be enforced and foreclosed in the manner provided by the laws of the State of New Mexico for the foreclosure of mortgages by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver.

A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

#### Article V Architectural Review

Except as otherwise provided in paragraph 7.9 of this Declaration, no building, fence, wall, or other structure shall be commenced, erected or maintained within the Subdivision, and no exterior addition to or change or alteration shall be made until the plans and specifications showing the nature, shape, height, materials, and location of the same shall have been submitted to and approved in writing by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. The Board of Directors shall act as and be deemed to be the Architectural Committee until such time as the Board of Directors appoints representatives to serve on the Architectural Committee. The Persons appointed to the Architectural Committee may but need not be members of the Association or the Board of Directors.

Plans and specifications shall not be approved if they are not in compliance with this Declaration and any architectural guidelines, rules and regulations adopted by the Board of Directors to ensure that any development, construction, modification, repair or decoration of any improvement is aesthetically harmonious with the character, quality, appearance, and value of the existing and planned improvements within the Subdivision. The Architectural Committee shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request. Failure to do so within such time shall constitute consent to the proposed action. The Architectural Committee shall review the request in accordance with the provisions of the guidelines, rules and regulations adopted by the Board of Directors.

**BUILDING ENVELOPES:** It is the goal of the subdivider to maintain the pristine nature of the property as much as possible. Thus, in addition to the above, a building envelope must be approved by the Architectural Review Committee prior to the erection of a building. This approval may be accomplished either at closing or anytime thereafter before construction begins. An envelope shall not be greater than 50% of the size of the respective lot but must be reasonable in size taking into account the unique characteristics of each particular lot. Other than a driveway leading to this building site, there shall be no erecting of structures, cutting down of trees or terrain

destruction of any unreasonable kind outside the building envelope without the prior written approval of the Architectural Review Committee. 57

## **Article VI Building Standards**

### **6.1. General Building Standards**

(a) Only one single family dwelling of not less than one thousand eight hundred square feet (1800 sq. ft.) interior heated space shall be allowed on each Lot. One attached garage shall also be allowed.

(b) No structure shall be built nearer than twenty-five (25) feet from any Lot line or less than fifty (50) feet from any road right-of-way. This setback requirement does not apply to utility structures and utility lines.

(c) The construction and architecture shall adhere to the Southwest style, including but not limited to Pueblo, Spanish, Mediterranean or Territorial style architecture, except that other architectural styles may be permitted by the Architectural Committee as long as they complement the architectural character and quality of the Subdivision. Wall dominated elevations as opposed to roof dominated elevations, are preferred. The use of construction materials having the appearance of local, indigenous, and traditional building materials are favored, but other materials may be used where their use reflects sound architectural practice. All decisions as to style and materials shall be made by the Architectural Committee.

(d) All extensions of utilities, including electrical and telephone lines, shall be underground. Other than this restriction requiring that extensions of utilities be underground, the laws and regulations of New Mexico and Grant County shall govern the construction of all utility structures and utility lines.

(e) No exterior floodlights or lamps shall be located more than fifteen (15) feet above the existing ground. All exterior floodlights and lamps shall be adequately shielded so that the lighting does not adversely affect other Lots.

### **6.2. Special Building Standards.**

In addition to the general building standards and restrictions set forth above, the following standards shall also apply to the Lots.

(a) The siting of all structures shall be accomplished with a minimum of clearing and/or grading of the existing environment to protect the visual integrity of the site.

- (b) **Multilevel structures must conform to the existing topographic conditions of the site in order to minimize visual impact.**
- (c) **Access drives shall be designed to minimize grading by following the contours of the site as much as possible to achieve a more natural appearance and minimize road scarring.**
- (d) **Materials permitted for structures shall include stucco, adobe, brick, natural stone, integrally colored or painted masonry or concrete. This designation of materials does not apply to utility structures and utility lines.**
- (e) **Colors for exteriors of structures shall be of earthtones, creams, and pastels of earthtone hues including, but not limited to, rose, peach, and terra cotta. This designation of colors does not apply to utility structures and utility lines.**
- (f) **No structure shall exceed fourteen (14) vertical feet in height above the Lot high point. This height limitation on structures does not apply to utility structures and utility lines.**

#### **Article VII Other Restrictions**

##### **7.1. Insurance Hazards and Waste.**

Nothing shall be done or kept on any portion of the Subdivision which will result in the cancellation or increase in the rate of any insurance, without the prior written consent of the Board of Directors. No waste shall be committed anywhere on the Subdivision.

##### **7.2. Nuisances.**

No noxious or unreasonable offensive activities shall be carried on and nothing shall be done or placed on the Subdivision which may be or become a nuisance, disturbance, or annoyance to any residents of the Subdivision. This provision shall be liberally construed to include situations which are offensive to reasonable persons, such as the retention or disposal of trash within the Subdivision, retention of junked vehicles or vehicles not in service, loud activities, and activities which produce interference with ordinary television reception including, but not limited to, having improperly tuned HAM or CB reception or transmission stations.

##### **7.3. No Oil, Quarrying or Mining Operations.**

No oil drilling, oil development operations, oil refining, quarrying, mining operations, oil wells, tanks, tunnels, or mineral excavations or shafts shall be permitted within the

Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Subdivision. The subdivider maintains any and all mineral rights which might exist on the property.

#### **7.4. Animals.**

No animals or poultry shall be kept or raised within the Subdivision, except as provided in this paragraph. Household pets may be kept or raised on any Lot. No horses shall be allowed on the subdivision.

#### **7.5. Tree Removal.**

Trees having a diameter greater than four (4) inches or trees more than ten (10) feet from any residence shall not be removed without the prior written approval of the Architectural Committee.

#### **7.6. Vehicles, Garages.**

No vehicle of any type, motorized or otherwise, shall be operated on any Common Area except the roadways. No automobile or other motor vehicles shall be parked on any Common Area or along the roadways. No portion of any improvement which is intended to be used as a garage or carport shall be used or converted for use for any other purpose without the prior written consent of the Architectural Committee.

#### **7.7. Burning.**

No brush, trash or other materials shall be burned, except in compliance with applicable fire regulations.

#### **7.8. Protection of Wildlife.**

In order to protect the naturally occurring wildlife within the Subdivision, the killing or hunting of animals is prohibited.

#### **7.9. Fences and Walls.**

Any fences or walls longer than seventy five (75) feet in the aggregate or higher than six (6) feet at any point are subject to the written approval of the Architectural Committee prior to construction. However, Lot perimeter fences or walls are not permitted, and barbed wire fences are not permitted.

#### **7.10. Signs.**

No signs shall be placed or displayed on any Lot without the prior written consent of the Board of Directors and the Architectural Committee, except:

- (a) a sign which indicates the name and address of the residents of the Lot;
- (b) a sign advertising the Lot for sale or rent, provided the sign is not more than two (2) feet by four (4) feet; and
- (c) any sign required by law.

#### **7.11. Tanks.**

Butane tanks and water storage tanks must conform to New Mexico and Grant County laws and regulations and shall be located in such a manner so that they will not detract from the appearance of the Lot or Subdivision.

#### **7.12. Wells.**

No wells may be drilled on any Lot.

#### **7.13. Guest Houses.**

There shall be no guest houses within the subdivision.

#### **7.14 Other Prohibited Structures.**

No tents, shacks, trailers, campers, motor homes, mobile homes, o buildings, or garages shall be lived in or used for residence within the Subdivision. o. residence of temporary character shall be built or used within the Subdivision. Prefabricated or manufactured homes set on a permanent foundation are allowed if approve by the Architectural Committee, but no building from another location may be relocated onto any Lot.

#### **7.15. Toilets.**

No outdoor toilet facilities are permitted in the Subdivision. All toilets shall be in structures approved by the Architectural Committee and shall be connected with the community liquid waste disposal system of the subdivision.

#### **7.16. Antennae and Cable Television.**

No Owner shall construct or otherwise maintain within the Subdivision any external or internal radio or television antennae, saucers, or other reception devices or equipment, except as otherwise permitted by the Architectural Committee as to the location, size,

color and screening of such devices or equipment. Television satellite dishes are permitted. No Owner shall install any equipment or apparatus which in any way interferes or otherwise impedes the normal reception of radio and/or television transmission signals upon or to other portions of the Subdivision.

**7.17. Storage.**

Except for building materials used in connection with and during the term of construction, there shall be no storage of any materials outdoors. No more than one recreational vehicle and no more than one boat may be stored on any Lot. Any recreational vehicle or boat shall be parked in an inconspicuous place. In this connection, the Architectural Committee may require trees or other landscaping to be planted as a condition for allowing storage of the recreational vehicle or boat to continue, so that such parking area is sufficiently screened from other Lots and the Common Area, including the Open Space and the roadways within the Subdivision.

**7.18. Access.**

Direct vehicular access from or to any lot other than through the northerly most entrance of the subdivision at the end of Swan Street is not permitted except in emergency situations.

**7.19. Subdivision of Lots.**

No Lots shall be further subdivided or otherwise partitioned or severed.

**7.20. Other Uses.**

No other uses are permitted that are or would be inconsistent with the residential character of the Subdivision. However, nothing in this Declaration shall be construed to restrict the ability of the Subdivider to develop and market Lots.

**Article VIII  
Construction**

**8.1. Limitations on Construction.**

Construction shall begin within ninety (90) days after approval of the plans and specifications is given. In the event construction is not timely begun, plans and specifications must be resubmitted for approval before construction is begun. Once begun, exterior construction of any structure and revegetation and landscaping of any excavated area shall be completed within one (1) year. Revegetation shall consist of planting or replanting plants indigenous to the area.

**8.2 Protection of Vegetation.**

Lot owners are responsible for ensuring that during construction all contractors refrain from damaging or removing trees and other vegetation, except as may be reasonably and unavoidable for clearance of a building site and construction of driveways, parking areas and turnarounds. Trees with a diameter of greater than four (4) inches or more than ten (10) feet from any residence shall require Architectural Committee approval prior to removal.

**ARTICLE IX  
SOLAR RIGHTS**

Lot owners shall have the right to the use and enjoyment of radiant energy from the sun unobstructed from the construction or development within twenty five (25) feet of the adjacent Lot line of an adjacent Lot

**ARTICLE X  
PERMITTED COMMERCIAL ACTIVITIES**

Nothing herein shall be construed to prohibit the use of space within a residence for a professional or other office employing not more than one employee. However, the prior approval of Grant County may be required.

**ARTICLE XI  
APPROVAL OF BUILDING ENVELOPES (CONSTRUCTION SITES)**

Please refer to Article V above.

**ARTICLE XII  
LIQUID WASTE DISPOSAL**

A community maintained individual waste treatment system must be installed by a lot owner prior to construction on a lot within the Dos Griegos Subdivision. The design of this system is described herein and must be followed. Prior to construction a lot owner must submit to the Architectural Review Board, established as per the covenants of the Homeowners' Association, all plans for the structure including but not limited to the liquid waste system described therein. All submissions and approvals will be made pursuant to the covenants of the Association set forth therein. In addition, the lot owner must contact and receive approval from the New Mexico from a licensed engineer. Once the system is approved and installed, the owner stipulates and agrees that the Homeowners' Association will assume the maintenance of the system. The

owner shall provide for an easement to the operator for maintenance. A level one licensed operator will be, contracted with by the Association to maintain, inspect and repair the system. The normal maintenance charges associated with the system shall be billed to the Association and paid for through a quarterly assessment fee charged to each homeowner in addition to a 15% management fee. Any replacement of equipment will be the responsibility of each particular homeowner. In the event a homeowner does not timely repair the necessary equipment, the Homeowners' Association may repair it and levy a late fee in the maximum amount allowed by law, pay such invoice and exercise its rights to collect from the homeowner through any and all remedies available at law or in equity including but not limited to any lien and foreclosure rights which shall include fees and costs associated therewith.

The rules and covenants regarding this system are not to be amended by the Homeowners' Association without the express approval of the Grant County Board of Commissioners. The subdivider has also placed as security with the county a \$10,000.00 escrow for the sole purpose of guaranteeing the maintenance of the individual system in the event of default on the part of the Homeowners Association. This security does no release the Homeowners' Association or individual owners from their obligations stated herein.

#### **ARTICLE XIII SOLID WASTE DISPOSAL**

All Lot owners are to dispose of their solid waste in an approved sanitary landfill or to contract for solid waste collection services.

#### **ARTICLE XIV COMMON AREA RESTRICTIONS**

Without the express advance written approval of the Architectural Committee, Lot owners may not build, place or store any structure upon the Open Space, Roadways, utility or drainage easements as shown on the Plat.

#### **ARTICLE XV WATER CONSERVATION**

##### **15.1 General Requirements.**

Lot owners and occupants shall refrain from excessive water use and waste.

##### **15.2 Water Conservation Guidelines.**

The attached "Water Conservation Guidelines" are recommended to reduce water

consumption.

**Article XVI**  
**Recreational Community Facilities**

See Article XIV

**ARTICLE XVIII**  
**GENERAL PROVISIONS**

**18.1. Enforcement.**

The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration. Failure by the Association or by any Member to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter. Any condition existing on the property on the date of recording this Declaration which violates any provision of the Declaration shall be deemed a nonconforming use and shall not be subject to abatement.

**18.2. Severability.**

The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions. Such other provisions shall remain in full force and effect.

**18.3. Amendment.**

This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Members. Any amendment shall be effective from the time of recording in the office of the Clerk of Grant County, New Mexico. However, any amendment to any of the following provisions of this Declaration shall not be effective without the approval of the Board of County Commissioners or the County Development Review Committee of Grant County: 6.1(b), 6.1(d), 6.2(a), 6.2(b), 6.2(c), 6.2(d), 6.2(e), 6.2(f), 7.12, 7.13, Article XII and XVI.

**18.4. Right to Notice and Comment.**

Whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Members have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Member in writing and shall be delivered personally or by mail to all Members at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Members. The notice shall be given not less than five (5) days

before the proposed action is to be taken. The right to Notice and Comment does not entitle a Member to be heard at a formally constituted meeting.

#### **18.5. Right to Notice and Hearing.**

Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give written notice of the proposed action to all Members or Occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

#### **18.6. Appeals.**

Any Person having a right to Notice and hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. The decision of the Board of Directors in such appeals shall be final.

#### **18.7. Captions.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

#### **18.8. Conflict with Bylaws.**

If any of the provisions of the Bylaws conflict with any provisions of this Declaration, the provisions of this Declaration will control.



**(APPENDIX A to DECLARATION)****GUIDELINES FOR WATER CONSERVATION****DOS GRIEGOS SUBDIVISION**

The following guidelines are intended to assist property owners at Dos Griegos Subdivision in conserving water and meeting the water use restrictions established in Article XV of the Declaration.

1. All showers should be equipped with shower heads designed to pass not more than three (3) gallons of water per minute. Variable flow heads should not pass more than three (3) gallons of water per minute at maximum setting.
2. All faucets should be washerless and equipped with aerators or other flow restricting devices designed to pass not more than four gallons of water per minute, however, faucets used for dishwashers, washing machines and bathtubs may be excluded.
3. All water closets should be designed to consume no more than 3.5 gallons of water per flush. This should be in accordance with the manufacturer's specifications.
4. Water systems, should be designed to deliver an average pressure of 50 psi and a maximum pressure of 60 psi, as measured at the discharge side of the pressure reducing valve for each structure.
4. Irrigation areas should have no more than 1,000 square feet per lot except for native vegetation requiring only initial irrigation.
4. All hot water lines should be insulated against heat loss.
4. One automatic dishwasher per lot is acceptable, provided it is a model designed to use no more than 13 gallons per cycle and it has a cycle adjustment which allows reduced amounts of water to be used for reduced loads.
4. One automatic washing machine per lot is acceptable, provided it is a model which uses no more than 50 gallons per cycle and which has a cycle or water level adjustment which permits reduced amounts of water to be used for reduced loads.