

# **Certificate of Amendment**

## **Amending Declaration of Covenants, Conditions, Restrictions, and Easements for Montecito Estates**

**This Certificate of Amendment is made this 23<sup>RD</sup> day of February 2011 by Montecito Estates Association, Inc., a New Mexico Non Profit Company (the "Association")**

### **WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions, and Easements for Montecito Estates have been previously recorded in the records of Bernalillo County on September 6, 2006 as document number 2006136182, and

**WHEREAS**, the Restrictions apply to the Montecito Estates Subdivision, which is more particularly described as follows:

See Exhibit "A", Legal Description, attached hereto and made a part hereof by reference, and

**WHEREAS**, the Association is empowered to amend the Restrictions pursuant to Article 13, Section 13.2 of the Declaration, and has adopted as an amendment to the Restrictions the provisions set forth below and is recording this Certificate to memorialize the same,

**NOW, THEREFORE**, the Association hereby declares, covenants and agrees as follows:

- 1) Article 5, Section 5.16 Landscaping is deleted and replaced with the following:

#### **5.16 Landscaping.**

**5.16.1** Within twelve (12) months of acquiring an improved Lot, each Owner (other than Declarant or a Designated Builder) shall complete the landscaping (if not already landscaped) of all portions of the Lot that are Visible From Neighboring Property, including without limitation, the rear yard of any Lot with view fencing and any public right-of-way areas (other than sidewalks or bicycle paths) lying between the front or side boundaries of such Lot and an adjacent street. Each Owner shall maintain the landscaping on such Owner's Lot and any public right-of-way areas lying between the front or side boundaries of such Lot and an adjacent street (except to the extent the Association has expressly undertaken the obligation to maintain any such landscaping),

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and shall keep the land free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged. Landscaping plans shall be approved in writing by the Committee prior to installation and landscaping to be installed in compliance with applicable Design Guidelines and the approved plans. Each Owner shall maintain the aforementioned landscaping and exterior of the Owner's Dwelling Unit in a neat, clean, and attractive condition consistent in appearance with other properly maintained, improved Lots within the Property. As provided in **Section 14.3** of this Declaration, each Owner or Occupant is encouraged, but is not obligated, to obtain for such Person's benefit property and casualty insurance insuring such Person's real or personal property interests on or within the Property. However, notwithstanding the fact that an Owner or Occupant maintains, or fails to maintain, insurance on his real or personal property interests on or within the Property, in the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God, or any other cause, the Owner shall fully repair the damage and complete reconstruction of the Dwelling Unit or other structure within eighteen (18) months after occurrence of the damage or destruction. The provisions of this **Section 5.16** shall not apply to any Lot or other property owned by Declarant or a Designated Builder.

**5.16.2** In the event an Owner fails to complete the required landscaping within the twelve (12) month period, the Board may, by resolution, make a finding to such effect and pursuant thereto give notice to the Owner that unless landscaping is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Board may do one or more of the following: (i) cause the required landscaping to be accomplished at the Owner's expense and the cost thereof, including an administrative charge equal to ten percent (10%) of the amount incurred by the Association, plus interest at ten percent (10%) per year on all amounts from the date incurred by the Association until the date paid to the Association by the Owner, to be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject, with such costs to be secured by the Assessment Lien described in **Section 8.2** of this Declaration; (ii) impose a fine to be set by the Board, plus interest from the date imposed by the Association until the date paid to the Association by the Owner, to be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject, with such fine to be secured by the Assessment Lien described in **Section 8.2** of this Declaration; and/or (iii) pursue any of the other rights and remedies permitted by this Declaration. If, at the expiration of the fifteen (15) day period of time, the required landscaping has not been commenced and thereafter diligently pursued to completion, the Board shall be authorized and empowered to pursue any of the rights and remedies permitted by this Declaration.

**IN WITNESS WHEREOF**, the Association has caused this Certificate of Amendment to be duly executed.

Montecito Estates Community Association, Inc. a  
New Mexico non profit corporation

By:

Mark Asplund  
Mark Asplund, Secretary

State of New Mexico

County of Bernalillo

The foregoing Certificate of Amendment was acknowledged before me on Feb 23, 2011  
by Mark Asplund, Secretary of Montecito Estates Community Association, Inc., a New Mexico  
non profit corporation.

Ruth M. Konzen  
Notary Public

My commission expires: 2-19-12



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Lots 1 through 142, inclusive and Tracts A through D, inclusive of Vista Vieja Subdivision Unit One according to the plat of record in the office of the County Clerk of Bernalillo County, New Mexico recorded at Book 2005C, page 326.

Block 1, Lots 1 through 26, inclusive; Block 2, Lots 1 through 21, inclusive; Block 3, Lots 1 through 29, inclusive; Block 4, Lots 1 through 20, inclusive; Block 5, Lots 1 through 17, inclusive; Block 6, Lots 1 through 21, inclusive; Block 7, Lots 1 through 10, inclusive; and Block 8, Lots 1 through 16, inclusive of Vista Vieja Subdivision Unit Two according to the plat of record in the office of the County Clerk of Bernalillo County, New Mexico recorded at Book 2006C, page 298.

Block 9, Lots 1 through 26, inclusive; Block 10, Lots 1 through 9, inclusive; Block 11, Lots 1 through 18, inclusive; Block 12, Lots 1 through 18, inclusive; Block 13, Lots 1 through 22, inclusive; Block 14, Lots 1 through 22, inclusive; Block 15, Lots 1 through 24, inclusive; Block 16, Lots 1 through 24, inclusive; Block 17, Lots 1 through 9, inclusive; Block 18, Lots 1 through 17, inclusive; Block 19, Lots 1 through 20, inclusive; Block 20, Lots 1 through 6, inclusive; Block 22, Lots 1 through 9, inclusive; Block 23, Lots 1 through 15, inclusive; Block 24, Lots 1 through 11, inclusive; Block 25, Lots 1 through 19, inclusive; Block 26, Lots 1 through 7, inclusive; and Block 27, Lots 1 through 14, inclusive of Vista Vieja Subdivision Units Three and Four according to the plat of record in the office of the County Clerk of Bernalillo County, New Mexico recorded at Book 2006C, page 340.