

**AMENDED AND RESTATED RULES AND REGULATIONS  
FOR LAS AMERICAS OWNERS ASSOCIATION**

1. Authority. The Board of Directors (Board) of the Las Americas Owners Association hereby adopts these Amended and Restated Rules and Regulations for Las Americas Owners Association (Rules) pursuant to its authority under (i) the Bylaws dated October 30, 1985, and filed on January 2, 1986, in the office of the New Mexico State Corporation Commission, as amended by the Amendment to Bylaws of Las Americas Owners Association dated October 19, 1999, and filed on October 12, 2000, in the office of the New Mexico Public Regulation Commission (collectively, Bylaws), and (ii) the Declaration of Covenants, Conditions and Restrictions of Las Americas (A Planned Unit Development) filed in the records of the Santa Fe County Clerk on February 4, 1983, at Book 456, Pages 253-264 (Declaration).

2. Defined Terms. As used in these Rules, the terms *Association* and *Lot* shall have the meanings defined in Article II of the Bylaws, and the terms *Common Area*, *Owner*, *Properties* and *Unit* shall have the meanings defined in Article I of the Declaration.

3. History. The predecessor rules and regulations for the Association were adopted on November 2, 1985, and amended on October 17, 1995, and October 17, 2000. These Rules replace the predecessor rules and regulations in their entirety.

4. Refuse. No discarded material, garbage, refuse, rubbish or cuttings shall be deposited on the Properties unless placed in a suitable container for the purpose of the collection of refuse.

5. Building Materials. Building material shall not be placed upon the Common Area, or upon a Lot where visible from any other Lot or the Common Area, except in connection with construction approved by the Architectural Review Committee pursuant to Article VI of the Declaration.

6. Visual Nuisances. Satellite dishes over 24 inches in diameter and drying yards are prohibited. Clotheslines are prohibited on the Common Area. Service or storage areas or permanent storage buildings are prohibited, except as installed on the Common Area by the Association. Non-permanent storage buildings require prior approval of the Architectural Review Committee, and the exteriors shall be El Rey Buckskin #160 or a substantially similar earth tone color, and as nearly uniform as is practical. Stacked fireplace logs no higher than

fence level and no deeper than one log length shall be permitted adjacent to a Lot fence, but shall not be stacked in the front yard.

7. Signs. Signs advertising the sale or rental of a Lot shall be located only directly in front of the Unit for sale or rent and shall be removed within one week after the sale or rental of the Lot or when the listing for the Lot expires.

8. House Numbers and Mailboxes. Only mailboxes installed by the developer, or ones substantially similar, shall be used on the Properties. House numbers shall be visible and placed on or near the front door.

9. Trees and Vegetation. The placing or removal of trees, shrubs, other vegetation and improvements on or from the Common Area shall be prohibited without the approval of the Architectural Review Committee. The Architectural Review Committee may develop a list of prohibited trees, shrubs or other vegetation.

10. Noise. The Owners and the residents of the Properties (Residents) shall not disturb other Owners and Residents with unreasonable noise. Owners and Residents shall be responsible for ensuring that their guests and invitees do not disturb other Owners and Residents with unreasonable noise.

11. Animals.

a) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. The total number of cats and dogs may not exceed two (2) for any individual Unit. No individual dog shall be kept which exceeds seventy-five (75) pounds in weight, provided that individual dogs residing in the Properties prior to October 17, 2000, shall be exempted from this weight limitation.

b) Owners and Residents shall ensure that their pets do not bark, howl or render noises, which are reasonably objectionable to other Owners or Residents. Dogs shall be leashed and under control at all times when outside the pet owner's Lot. Absolutely no dogs will be allowed to run loose outside the fenced yard of the pet owner's Lot. A pet owner shall confine his pet for excretion to his Lot and shall keep the Lot free of pet excretion as necessary to prevent the nuisances of odor and disease vectors. The Board may order that any pet constituting a nuisance be kept within the pet owner's Lot and/or be expelled from the Properties.

c) The following procedures shall be followed for complaints regarding animals. City of Santa Fe ordinances prohibit animals from disturbing the peace by continuous barking, creating noxious odors, or running loose. *See* Sections 5-5 and 5-7 of the Santa Fe Animal Control Ordinance. When an animal whose behavior is violating these ordinances disturbs an Owner or Resident, the Owner or Resident should call the Santa Fe Police Department Animal Control Division and lodge a complaint. The complaining Owner or Resident also should contact the Board member designated in the Association's quarterly newsletter for the "help line." If the animal causing the disturbance belongs to another Owner or Resident and does not pose an imminent danger, it is recommended that the complaining Owner or Resident first notify the pet owner if possible and request that the disturbance be abated.

d) When the Board has received two or more complaints concerning an individual animal, it will consider taking appropriate action. However, nothing in these Rules shall be interpreted to require the Board to take any action, to cause the Association or individual Board members to be liable for any such action or inaction, or to affect the animal owner's liability for property damage or personal injury caused by the animal.

e) If the disturbance continues unabated after following these procedures, the complaining Owner or Resident may file a written complaint with Santa Fe Police Department or may request that the Board consider filing a written complaint on behalf of the Association. The filing of such a written complaint will result in court action.

12. Lighting. Any interior or exterior lighting installed on any Lot shall be either indirect or of such controlled focus and intensity as not to disturb the other Owners and Residents. Ornamental post lights shall be consistent in design with the lighting fixtures used by the Association in the Common Areas.

13. Structures. No used, previously erected or temporary house, structure, house-trailer or non-permanent outbuilding shall be placed, erected or allowed to remain on the Properties except as necessary for construction. No structure that exceeds a height of twenty-five (25) feet shall be placed, erected or allowed to remain on the Properties. No structures, including outdoor storage units, shall be placed, erected or allowed to remain on the Properties unless all requirements of the Declaration are satisfied and approval of the Architectural Review Committee is obtained.

14. Exterior Color. Exterior stucco colors shall be El Rey Buckskin #160 or a substantially similar earth tone color, and as nearly uniform as is practical. No stucco color deviations are allowed unless preapproved by the Architectural Review Committee. No Owner or Resident shall apply or cause to be applied regular outdoor paint over stucco, but elastomeric paint of the same shade as El Rey Buckskin #160 or a substantially similar earth tone color is permissible.

15. Vehicles.

a) Commercial or recreational vehicles over 10,000 pounds gross vehicle weight or over 20 feet in length, boats and trailers shall not be parked or maintained on the Properties. However, trucks or commercial vehicles making pick-ups or deliveries to the Properties or used in the construction or maintenance of Units or the Common Area are permitted.

b) Motor vehicles shall be driven only on the following paved areas: public streets, private roads, driveways, cul de sacs and parking areas. No vehicles shall be parked for repair purposes for more than one day. No vehicle not belonging to an Owner or Resident shall be brought onto the Properties for repair purposes.

c) Owners and Residents and their guests and invitees shall park vehicles in designated parking spaces only and shall not park any vehicle in a manner that blocks access to any Lot or to the Common Area, including trash dumpsters. Any person that causes the Association to incur expenses because of an improperly parked vehicle shall be responsible for reimbursing the Association the full amount of all such expenses.

d) Owners and Residents shall maintain all vehicles in an operating condition with valid license and registration. The Association may remove from the Properties and dispose of any vehicle that is inoperable, unlicensed, unregistered or abandoned. The Association may deem a vehicle abandoned if it has not been moved from its location for a period of at least sixty (60) days, even if the vehicle is operable, licensed and/or registered. The Association shall make reasonable efforts to notify the vehicle owner before disposing of a vehicle, but the Association shall not be liable in any way for such disposal. The owner of a disposed vehicle shall be responsible for reimbursing the Association the full amount of all expenses the Association incurs because of such disposal.

16. Use Restriction. No Lot may be improved, used or occupied for other than residential purposes, provided that nothing herein shall preclude home employment that does not require customers to enter the Properties.

17. Leasing of Lots. No Owner shall rent or lease a Lot unless the form of lease includes substantially the following language:

Lessee agrees to be bound by and comply with the following, as they may be amended from time to time:

(i) the Declaration of Covenants, Conditions and Restrictions of Las Americas (A Planned Unit Development) filed in the records of the Santa Fe County Clerk on February 4, 1983, at Book 456, Pages 253-264.

(ii) the Articles of Incorporation of Las Americas Owners Association, Inc. (A Non-Profit Corporation) filed on December 26, 1985, in the office of the New Mexico State Corporation Commission;

(iii) the Bylaws dated October 30, 1985, and filed on January 2, 1986, in the office of the New Mexico State Corporation Commission, as amended by the Amendment to Bylaws of Las Americas Owners Association dated October 19, 1999, and filed on October 12, 2000, in the office of the New Mexico Public Regulation Commission; and

(iv) the Amended and Restated Rules and Regulations for Las Americas Owners Association dated October 15, 2002, a copy of which is attached hereto and incorporated by this reference herein.

18. Assumption on Transfer. Each transfer of any Lot shall be construed to include an assumption of the Declaration by the transferee and a perpetual non-exclusive easement from the Association for ingress and egress to and from the Lot on, over and across any private street and exclusive use of the limited Common Area, if any, assigned to that Lot.

19. Emergency Entry. The Association, through its duly authorized agents, shall have the right, but not the duty, in case of any emergency originating in or threatening an attached Unit, to enter therein. An Owner or Resident shall permit reasonable entry into his Unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility systems, which if not performed, would affect the use of any attached Units; provided, that requests for non-emergency entry are made in advance and that such entry is at a reasonable time. In case of an emergency, such right of entry shall be immediate and without prior notice.

20. License and Blanket Easements. A license is hereby granted to police, fire protection, ambulance and all similar persons to enter upon the Common Area as necessary to perform their duties. The Association has a blanket easement to enter upon, across, over and

under the Common Area to perform maintenance and repair of the Common Area. Further, a blanket easement is hereby created upon, across, over and under the Common Area for ingress, egress, installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, cable television and electricity service. By virtue of this easement, any utility company providing service may erect and maintain the necessary equipment on the Common Area and may affix and maintain cables, wires, circuits and conduits upon, across, over and under the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area except as approved by the Association. Should any utility furnishing a service covered by this easement request a specific grant of easement, the Association may make such a grant by a separate recordable instrument. The Association shall have the right to grant such easements on the Common Area without conflicting with the terms hereof and without the consent of the Owners or Residents being required. Every Owner, by acceptance of a deed, does hereby create easements for the benefit of all other Units, for natural drainage across his roof or yard as necessary, and agree not to impede the drainage ways established during the original construction. The license and easements provided for in this paragraph shall in no way affect or restrict any recorded easements on the Properties.

21. Procedure for Rules and Regulations Violations. Any dispute arising out of these Rules shall be referred to the Board. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Owner or Resident for violations of these Rules unless and until the following procedure is followed:

a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing, if the violation is not continuing.

b) Notice. Within one month of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board in executive session. The Notice shall contain: (i) the nature of the

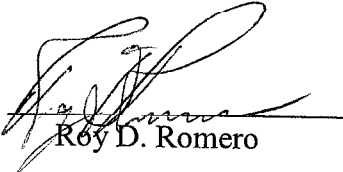
alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

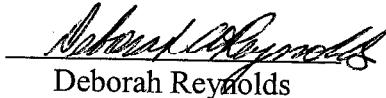
c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer or director who delivered such notice enters into the minutes a copy of the notice together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d) Sanctions. The sanctions to be imposed for each violation may include a fine. Fines may be up to \$50.00 per day and per violation and shall be added to the monthly assessments made on the violator's Unit, regardless of whether the violator is an Owner or renter. Owners are responsible for the acts of their renters and should make any renters aware of these Rules, as they may be amended from time to time.

22. Amendment of Rules. Amendment of these Rules may be made only at the annual meeting of the general membership of the Association, after two weeks notice given to the general membership of the proposed amendment.

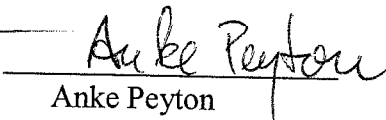
The undersigned, being all of the current members of the Board, hereby approve and adopt these Rules, this 15<sup>th</sup> day of October, 2002, and certify that a notice of the annual meeting held on October 15, 2002, was mailed to all members on or before October 1, 2002, which included notice that these Rules would be considered at the annual meeting.

  
Roy D. Romero

  
Deborah Reynolds

  
Vicki Bowser

  
Roman Gurule

  
Anke Peyton

  
Linda Miller