

STATE OF NEW MEXICO }
COUNTY OF LINCOLN } ss.
534-
as page 523

Filed for record in the Clerk's office this 5 day of September
74 8:50 A.M. and recorded in Book
AD. 19 8:50 A.M. and recorded in Book
By *Barbara Lovelace*
County Clerk Deputy Fee \$40.75

MS 43/
534-573

DECLARATION

THIS DECLARATION of covenants, conditions and restrictions, hereinafter called "Declaration", is made and executed this 8th day of August, 1974, by WALLY SHEID, INC., hereinafter called "Declarant", pursuant to the provisions of the Apartment Ownership Act of the State of New Mexico, Sections 70-4-1, et seq, New Mexico Statutes Annotated, 1953 Compilation, as amended,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in the vicinity of Alto, Lincoln County, New Mexico, and more particularly described as follows:

Lot 1-B, Block 7, Unit 2, ALTO LAKES GOLF & COUNTRY CLUB SUBDIVISION, Lincoln County, New Mexico, as shown by the Replat of Lots 1 through 10, Block 7, Unit 2, filed in the Office of the Lincoln County Clerk on September 7, 1973 in Tube No. 494; and

WHEREAS, Declarant is the owner of certain condominium apartment home buildings and certain other improvements heretofore constructed or hereafter to be constructed upon said premises, which property constitutes a "Condominium Project" under the terms of the provisions of said Apartment Ownership Act, and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and,

WHEREAS, Declarant desires and intends by filing this Declaration and its Exhibits, to submit the above-described property and the condominium apartment home buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a Condominium Project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof.

DECLARANT states that the principal materials used in the buildings are wood (in varying forms), glass and metal (of various types).

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean WALLY SHEID, INC., which has made and executed this Declaration.

Section 2. "Declaration" shall mean this instrument by which the COUNTRY CLUB CONDOMINIUMS is established as provided for under the New Mexico Apartment Ownership Act.

Section 3. "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon.

Section 4. "Plat" shall mean the Plat of Survey and the Plot Plan of the Project which is attached hereto as Exhibit "B".

Section 5. "Properties" ("Property") shall mean and refer to the above described real estate and those additions and improvements erected thereon shown on Exhibit "B".

Section 6. "Apartment" shall mean those elements of a condominium which are not owned in common with the owners of other condominiums, and which is designed and intended for exclusive and independent use as a single family dwelling. The apartments in this Project are generally located as shown on Exhibit "B" and are designated as Apartments 1 through 5 in both Building A and B as shown on said plat. The boundaries of each Apartment generally consist of the living space

within said residential unit and its garage, if any, all as more particularly described in Section 4 of Article II below and also includes any open or partially enclosed area such as the patio, balcony or vehicle parking spaces which may be designated as a Limited Common Area for said residential unit, the exclusive use of which is reserved to the Owner of said Apartment.

Section 7. "Common Area" shall mean, include and refer to the following:

- A. All of the land included in the perimeter area of the Project as shown on Exhibit "B";
- B. All foundations, exterior and unfinished bearing walls, columns, roofs and the area between the roof down to and including the unfinished ceilings of each Apartment, but excluding heating and air conditioning ducts located therein;
- C. All exterior walkways and entrances, driveways, drive areas, undesignated parking areas, curbs and walls, gardens, lawns, shrubs, flowers or trees (whether planted or indigenous), the sprinkling system serving the planted areas; and
- D. All exterior garbage or trash collection or storage equipment or areas, that part of the sewage disposal system located within the Property, those parts of utility service systems not owned by the utility company, including lines, pipes, wires, conduits, meters and poles from their entrance into the Property and extending therefrom to the point of connection of said services with or to the individual Apartment.

Section 8. "Limited Common Areas" shall mean those enclosed or partially enclosed patios, balconies and designated vehicle parking spaces which are reserved for the exclusive use of an Apartment Owner; said Limited Common Areas are designated on Exhibit "B" by the Apartment number followed by the letters "LC", i.e., "2A-LC", indicating a Limited Common Area reserved for the exclusive use of the occupants of Apartment No. 2A.

Section 9. "Condominium" shall mean the entire estate in the real property and improvements owned by any Owner, consisting of a specified undivided interest in all Common and Limited Common Areas and the separate and exclusive ownership and right of possession of an Apartment, as herein defined, and the exclusive use of those Limited Common Areas expressly designated to it.

Section 10. "Apartment Owner" shall mean the person or persons with an ownership interest in a Condominium within the Project.

Section 11. "Association of Apartment Owners" means all of the Apartment owners acting as a group in accordance with these Declarations and the attached Bylaws of said Association. Membership in said Association shall be non-severable from the ownership of an Apartment and shall run with the land.

Section 12. "Assessments" ("Common Expenses") means and includes all sums lawfully assessed or chargeable against the Apartment or the Apartment Owner by said Association in the manner and for the purposes provided in these Declarations and Bylaws of said Association.

Section 13. "Person" means an individual, corporation, partnership, combination, association, trustee, estate, or other legal entity referred to in the context of the Declaration or Bylaws.

ARTICLE II

BUILDINGS AND PROPERTY RIGHTS

Section 1. Buildings. Phase 1 of the Project contains two principal structures with five apartment units in each building. The apartments vary in that there are three and four bedroom apartments, one and two story apartments and apartments with garage and those without garage. The floor plans for the apartments are attached hereto and marked Exhibit "C" (for Building A) and Exhibit "D" (for Building B). The square footage contained within each apartment is shown on Exhibit "B".

Section 2. Specification of Percentage of Ownership.
As heretofore indicated, ownership of an Apartment includes, in addition to exclusive right of possession of the Apartment and Limited Common Areas assigned thereto, an undivided ownership of all Common Areas and Limited Common Areas, subject to the specified rights of the several owners. Title to each of the following Apartments shall carry with it the indicated percentage of the total undivided ownership of all of said areas within the Project based upon the \$743,469.00 value of the entire Property.

<u>Apartment</u>	<u>Value</u>	<u>Percentage Ownership</u>
A-1	\$69,984	9.41
A-2	85,817	11.54
A-3	85,817	11.54
A-4	68,934	9.26
A-5	69,984	9.41
B-1	\$66,190	8.91
B-2	76,851	10.34
B-3	76,851	10.34
B-4	76,851	10.34
B-5	66,190	8.91
Value of the Project	\$ 743,469	100.00%

Section 3. Additional Development - Reduction of Percentage Ownership. Declarant holds options to acquire other property contiguous to this Project (and in the same subdivision) under which options additional apartments (not exceeding 35 additional units) could be erected and included under this Condominium Regime. In the event of any expansion of this Condominium Regime, the value of the entire expanded Project would be increased and hence it would be necessary to adjust the percentage of value of each apartment in the expanded Project to reflect the proportionate values of each apartment to the total value of the entire expanded Condominium Regime. Likewise, certain other rights and/or obligations of the owners of apartments in Phase I, as set out in these Declarations, would be affected.

Accordingly, Declarant states that if it is proposed that one or more of said options be exercised to include additional land and apartments within this Condominium Regime, as a condition precedent to such expansion, this Declaration shall be amended to reflect every change in the rights, duties and obligations of each of the then owners of apartments within the Project and each such Owner (and his spouse, if any) shall join and execute the proposed amendment, acknowledging the same in the manner required by New Mexico law, as in the conveyance of real estate.

In the absence of the joinder in said amendments by each such Owner and the satisfaction of all statutory requisites to the inclusion of such additional property within this Condominium Regime, said attempted expansion shall be void.

Section 4. Boundaries and Composition of Apartments.

The boundaries of each Apartment as shown on the floor plans attached hereto shall be the interior unfinished surfaces of the perimeter walls, floors and ceilings (although at the time of each conveyance the walls and ceilings will be finished and the floors covered in all of the living areas). All of the space so encompassed together with anything included therein which is not designed or intended for the benefits, support, service, use or enjoyment of another Apartment, shall belong to and be the property of the Apartment Owner. Items which shall belong to the Apartment Owner shall include, but not by way of limitation, all non-load bearing partitions, stairs, closets, cabinets, shelves, lighting and electrical fixtures, appliances, kitchen and bathroom fixtures and equipment, appliances and all plumbing located inside of the connection to the service system, all window sills and all interior and exterior doors, including garage doors, if any. In 2-story apartments, the Apartment ownership includes the ceiling of the ground floor, the flooring of the second floor and all supporting members and materials between them. Also included as the property of the Owner is the heating and air conditioning units (although they are located on the roof of the Apartment) and the ducts connected thereto.

Section 5. Membership in Alto Lakes Golf & Country Club.

Included as a non-severable property right running with title to each Apartment, and without any initiation fee or additional expense, shall be a regular membership in Alto Lakes Golf & Country Club. Each Owner agrees to sign a Club membership agreement, agreeing to pay dues and observe all of the rules of the Club.

Section 6. Additional Rights of Apartment Owner. Each

Apartment Owner shall have the following additional property rights:

A. Absolute fee simple ownership of the Apartment to which he has title as recorded in the Office of the County Clerk of Lincoln County, New Mexico. This includes, but not by way of limitation, exclusive right of occupancy and possession of his Apartment and the Limited Common Areas assigned thereto, all as defined herein and shown on the Exhibits attached hereto.

B. That fractional undivided fee ownership in all Common Areas and all Limited Common Areas as specified for said Apartment in Section 2 above, but subject to the provisions of Section 3 of this Article II.

C. The non-exclusive use with other Apartment Owners of all Common Areas and those facilities included therein as defined in these Declarations.

D. Should any portion of any Owner's Apartment or the Limited Common Areas assigned thereto encroach upon any other Apartment or the Limited Common Areas assigned to such other Apartment, the Owner of the encroaching Apartment shall have a valid easement for said encroachment and the right and duty to maintain same, so long as it shall stand. The easements here granted shall include any deviations in the as-built boundaries from its location as shown on the plot plan marked Exhibit "B" or from the applicable floor plan attached hereto and for any subsequent settlement or other movement of the structural members delineating the boundaries of said Apartment.

E. An easement for ingress and egress for repair and maintenance of the structural members or common elements of any apartment constituting a part of the Common Areas, is reserved in favor of the Association or those to whom the Association has delegated such work, including any appropriate utility company.

Section 7. Limitations on Use. The Apartments and all Common Areas and Limited Common Areas shall be occupied and used under the following limitations:

A. No Owner shall occupy or use his Apartment or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, the Owner's family, his lessees or guests.

B. Common Areas shall not be obstructed, particularly, each Owner shall park his vehicle(s) in his garage and/or his assigned parking spaces and shall not use the Common Areas (driveways and unassigned parking areas) for the parking of his vehicles. Paved areas not designated as Limited Common Areas shall be kept available as driveways (no driveway shall be blocked) and for guest parking and service parking only.

C. Nothing shall be done, kept or stored in any Apartment which will increase the rate of insurance on the Common Area or in any manner affect the coverage thereon without the consent of the Management Committee of the Association.

D. The keeping of household pets shall be subject to strict enforcement of the rules of the Association.

E. Adherence to these Declarations and membership in the Apartment Owners Association, payment of properly levied assessments by the Association and strict adherence to its rules are non-severable from the Apartment and remain the obligation of the Apartment Owner and, where applicable, default in the payment of assessments shall constitute a lien against the Apartment.

F. No activity shall be conducted within any Apartment or its Limited Common Areas (or elsewhere within this Project) which would constitute a nuisance, disturbance or annoyance to the occupants of any other Apartment.

G. No signs of any kind will be allowed on the apartments or in the common areas or in limited common areas

Section 8. Rights and Obligations to Run With the Land.

Ownership of an Apartment shall carry with it the exclusive and non-exclusive rights herein reserved to the Owner thereof as well as that undivided interest in the title to Common Areas and Limited Common Areas as expressed in this Article. All such titles and rights shall run with the land and follow the Apartment ownership and the same shall be subject to the obligations and limitations herein stated, all without the necessity of referring thereto in the sale, conveyance or transfer of title or the incidents of ownership of said Apartment. Obligations established by these Declarations and by the Bylaws of the Association which are attached hereto and marked Exhibit "A", shall be the personal obligation of each Owner and his successor in title.

Section 9. Mortgages and Transfers of Title or Possession.

An Apartment, together with the rights appurtenant thereto, may be mortgaged, sold, transferred, conveyed, leased or rented as in the case of any other interest in real estate in the State of New Mexico, but subject to the provisions of these Declarations, the Bylaws of the Association, and the provisions of the Apartment Ownership Act of the State of New Mexico.

Section 10. Prohibition Against Structural Changes.

An Owner shall not, without the prior written consent of the Management Committee, make or permit to be made any structural alteration or addition in or to his Apartment or in or to the exterior of the Buildings of the Common Areas or Limited Common Areas. The Owner shall do no act which would impair the structural soundness or safety of any building or impair any easement. The Owner shall not paint or decorate any part of the exterior of any building without the prior written consent of the Management Committee.

Section 11. Rendition and Payment of Taxes. Each Apartment

Owner shall be responsible for the rendition for tax purposes of his Apartment and his undivided ownership in the Common Areas and Limited Common Areas and, upon the assessment of taxes thereon, the same shall be paid by said Owner, before the same become delinquent, as in the case

of any other taxes or assessments levied by any government authority. With respect to the payment of said taxes and assessments, the provisions of the Apartment Ownership Act of the State of New Mexico and any other applicable laws or ordinances shall apply.

Section 12. Utility Easements. A perpetual easement shall exist in each portion of each Apartment, Common Area and Limited Common Area, for the benefit of each Owner and any utility company for the installation, maintenance, repair, removal or replacement of any utility lines, pipes, wires, conduits or other equipment serving any Apartment or any part of the Project. Said easements shall include ingress and egress to and from the Apartments with reasonable notice and at reasonable times.

ARTICLE III

MAINTENANCE

Section 1. Apartment Maintenance. Each Owner shall be responsible for the care, maintenance, repair and decoration of his Apartment, including all items specified to be the property of the Owner in Section 4 of Article II, and he shall also be responsible for maintenance and repair of the Limited Common Areas assigned to his Apartment except for concreted or paved areas. Each Owner shall, at all times, maintain his Apartment and his Limited Common Areas in a clean, sanitary and first class condition, avoiding the creation of a nuisance to other Owners and any unsightly appearance which would be visible from the exterior of the Apartment. No trash or debris shall be allowed to accumulate in any Limited Common Area.

Section 2. Common Area Maintenance. Responsibility for the maintenance, repair and replacement of all Common Areas, as that term is defined in Section 7 of Article I and elsewhere within these Declarations, shall be that of the Association acting by and through its duly appointed representatives. Likewise, the Association shall keep all of said Common Areas in first class, neat, clean, safe and sanitary condition. In addition to the maintenance of said Common Areas, the Association shall also be charged with the responsibility of repair and maintenance of any concreted or paved Limited Common Areas

and for maintenance, care and watering of all shrubs, lawns and other planted areas or areas of natural vegetation whether the same be located in a Common Area or a Limited Common Area. The cost of maintenance and care here assumed by the Association shall be borne by it with the proceeds of the regular and special assessments referred to below. The Association's duly authorized representatives shall have reasonable access at reasonable times to make necessary repairs or replacements which shall be accomplished with a minimum of interference with the use of the apartment by the occupants thereof.

Section 3. Damage to Common Areas. Notwithstanding the obligation of the Association to repair Common Areas and concrete, paving, and planting within Limited Common Areas, should any Owner or a member of the Owner's family, guests, servant or licensee, damage or deface any part of said areas, the repair or replacement thereof shall be at the expense of said Owner. For example, should a person drive a vehicle against doors or structural members of a garage (same being Common Areas under the definition) or damage or destroy trees or vegetation, then the Owner to whom such damage is here attributable, shall bear the cost of the structural repair or replacement. The Owner may undertake the repair or replacement himself but under the supervision and with the approval of the Association or its Manager. However, if the Association shall repair or replace the item, it shall submit a statement of the cost to the Owner who shall pay said expense within ten (10) days from presentation of the statement which shall be in the nature of a special assessment chargeable to said Owner and against his Apartment in the same manner and under the same terms and conditions as are hereinafter provided for other special assessments. If damage to a supporting or structural member should be such as to require the replacement thereof, such work shall be to the specification of or under the supervision of a licensed architect or engineer.

Section 4. Miscellaneous Maintenance. In addition to structural maintenance and the care of all planting and vegetation, the Association shall also maintain all outside lighting, outside painting of all buildings, the striping or marking of paved areas.

It shall also provide for the cleanliness of all Common Areas and provide for trash collection and disposal, but only from the specified receptacles.

ARTICLE IV

INSURANCE

Section 1. Association's Blanket Coverage. As a protection to all Owners, the Association shall cause insurance to be written in its name as Trustee for the Owners as follows:

A. Fire, extended coverage and other risks determined by the Association covering all of the Common Areas to their full insurable replacement value. Proceeds of the policy shall be payable solely to the Association which shall utilize the proceeds in the manner hereinafter provided.

B. Public liability and property damage with limits of not less than \$300,000.00 for personal injury or death to persons, and property damage. The only named insured will be the Apartment Owners Association.

C. Workmen's compensation insurance if required by the New Mexico statutes.

Section 2. Apartment Owners Not Covered. Each Apartment Owner understands that the policy described in Section 1 will be written for the protection of the Association and its properties and will not insure the individual apartment owners except to the extent that proceeds of the fire policies will be utilized to repair properties in which said Owners have an undivided interest. Each Apartment Owner assumes responsibility for theft, damage or loss of his own Apartment and his properties located therein and any personal liability for personal injury or property damage which may occur within his Apartment or for which he may otherwise be responsible. Each Owner shall also be responsible for damage to his own Apartment which is not covered by the Association's policy and for any "deductible amount" from the coverage under the Association's policy for damage to his Apartment.

Section 3. Application of Fire Policy Proceeds. In the event of a casualty covered by the Association's fire and extended insurance coverage policy, the Association will be charged with the responsibility of repairing the damage to the extent of the proceeds paid to it therefor and, if required, each Owner will assign his rights or interest in said proceeds to the Association to enable it to make said repairs. If the cost of repairs justifies it, the Management

Committee may require sealed bids from licensed contractors and may let contracts for said work but this shall not prohibit them from negotiating with any licensed contractor for such repairs. Performance and payment bonds may be required by said Management Committee.

Section 4. Excess Cost of Repair. If damage occurs to Common Areas or Limited Common Areas which are either not covered by insurance or if the insurance proceeds are insufficient to repair the same to their former condition, then in that event, subject to Section 4A of Article V, the Management Committee shall be authorized and is directed to levy an equal Special Assessment against all of the Owners in an amount necessary to make up the deficiency. Since the insurance is for the protection of all Owners, any assessment against the deficiency shall be levied equally against both those Owners whose Apartments were damaged and those Owners whose Apartments may not have been damaged. Said Special Assessment may be levied as a lump sum assessment or, in the discretion of the Management Committee, may be payable in monthly assessments in which case said monthly payments shall be payable with and as a non-severable part of the monthly assessment as hereinafter provided, or in any other equitable manner as the Management Committee may direct.

Section 5. Apartment Owners Liability for Insurance Costs. Each Owner shall pay to the Association, annually and in advance, that percentage of the total premium cost for the coverages specified in Section 1 above, which is equal to that percentage of undivided ownership applicable to his Apartment under the provisions of Section 2 of Article II or as may be adjusted in accordance with Section 3 of Article II. Each Owner will be notified by the Association of the total premium for said coverage and his percentage of said costs. Failure by any Apartment Owner to pay his percentage of said premium costs within thirty (30) days from the date on which notice is properly sent to him at his assigned address shall entitle the Association to invoke all of the rights and remedies given to the Association by this Declaration for the non-payment of assessments in Section 9 of Article V below, the provisions of which are incorporated herein by this specific reference.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Apartment owned by it within the properties, hereby covenants, and each Apartment Owner by acceptance of a deed therefor, whether or not it be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) monthly assessments or charges, and (ii) Special Assessments as hereinafter stated, such assessments to be established and collected as hereinafter provided. The Monthly and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Apartment against which each such assessment is made and shall also be the personal obligation of the Owner of such Apartment at the time the assessment fell due. The personal obligation for delinquent assessments shall be the joint and several obligation of an Owner and his successor in title, regardless of any contrary agreement between the parties.

Section 2. Purpose of Assessments. Regular Monthly Assessments shall be levied by the Association's Management Committee to promote the health, safety and welfare of residents and occupants within the Project and to provide those necessary funds with which the Association may discharge its stated obligations, all in the manner and to the extent provided in these Declarations and Bylaws.

Section 3. Regular Monthly Assessment. Regular Monthly Assessments shall be set by the Management Committee but shall not exceed \$70.00 per Apartment until January 1 of the year immediately after the conveyance of the first Apartment by this Declarant. Regular Monthly Assessments shall be uniform among all Owners and the proceeds shall be used to defray the Association's costs in providing (i) water, sewer and garbage collection charges to be paid by the Association as provided in Section 6 below; (ii) expenses of professional management of the Association as provided in Section 7 below; (iii) monthly charges for the fire, smoke and intrusion alarm system (unless the same is charged as a part of the telephone service); (iv) the cost of Security Guard Service; (v) the cost of maintaining all building exteriors

and all Common Areas and the Limited Common Areas for which the Association has responsibility as otherwise provided; and (vi) a reasonable reserve for future repairs and replacements to the Common Areas.

Upon receipt of his deed, each Owner shall pay the first Monthly Assessment and shall also deposit an amount equal to three (3) additional Monthly Assessments (at the current rate) as a continuing deposit against his absences from the Area or other contingencies giving rise to valid reasons for delay in the payment of the Regular Monthly Assessment. Should an Owner fail to pay the assessments, the Association may apply the whole or any part of the deposit in order to keep the account of said Owner in a current status but upon the exhaustion of the deposit it shall not be obligated to continue to furnish to the Owner or his Apartment those services for which the assessment is levied and the Association's remedies for non-payment of assessments, as hereinafter provided, shall be applicable. Upon resumption of payments by the Owner of the Regular Monthly Assessments, he shall first reinstate the 3-month deposit to the extent it has been depleted and shall also pay the then current monthly assessment. Notwithstanding the foregoing, if an Owner should become two months delinquent in the payment of his assessments, the Association shall have the right to declare the Owner in default and to exercise the remedies hereinafter provided for non-payment of assessments. The fixing of the Regular Monthly Assessment shall be accomplished in the following manner:

A. After January 1 of the year immediately following said first conveyance, and after January 1 of each succeeding year, the Regular Monthly Assessments may be increased for the then current year by an amount up to 10% of the maximum monthly assessment which had been authorized for the previous year upon approval of a majority of the votes cast in the percentages and in the manner provided in Article IV of the Bylaws.

B. In years following that during which the first conveyance was made, the Regular Monthly Assessment may be increased for the then current year by an amount exceeding 10% of that authorized for the previous year only upon the affirmative vote of two-thirds (2/3rds) of the total of the votes authorized to be cast (as provided in the Bylaws) at a meeting called for that purpose.

C. The Management Committee shall fix said Regular Monthly Assessment at amounts not in excess of the maximum amounts as herein provided.

D. As provided in Section 4, a special assessment may be payable monthly with the Regular Monthly Assessment, in a single total remittance, but the amount of the Special Assessment shall not be included in computing the maximum assessment authorized under this Section 3.

Section 4. Special Assessments. The Association may levy Special Assessments for the following purposes:

A. Should any building or improvement constituting a part of the Common Area be damaged by fire, wind-storm, other casualty, or in any other manner, and its repair is the obligation of the Association and if there be no insurance coverage for said damage or if the proceeds be insufficient to pay for the repair thereof, an equal special assessment may be levied against each Apartment and its Owner to cover said cash deficiency. However, if more than two-thirds (by square footage) of either of the buildings (A or B) be destroyed by a casualty covered by insurance, and if as many as 75% of the aggregate of the votes of the Co-Owners of the Apartments in said building agree, then the insurance proceeds for said building shall be first applied to the removal of debris and the cleaning of the area and the balance shall be delivered pro rata (to value) to the Owners of the Apartments in said building and the Association shall have no responsibility for the repair thereof.

B. Under the authority of Sub.Sec. 23B of the Apartment Ownership Act, should any Owner fail to pay his share of the common expenses (assessments or insurance), the Association may levy an equal special assessment against the other Owners to cover the resulting cash deficiency and continue the Special Assessment for so long as said deficiency continues. If the default is remedied in whole or in part, by cash paid to the Association or from the net proceeds of a sale under foreclosure, the non-defaulting owners shall share equally in the reimbursement of sums paid by them, up to but not exceeding the amount of the special assessment paid by each.

C. If a special assessment is payable in monthly installments, such payments shall be made contemporaneously with the Regular Monthly Assessment payment(s). A tender of the monthly assessment without a tender of the special assessment, or vice versa, may, at the discretion of the Management Committee, be returned to the Owner with an appropriate notice of default as though no tender had been made and the Association's remedies and rights for such non-payment shall become enforceable and applicable as provided in its Bylaws and in Section 9, below.

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

Written notice for any meeting of the Apartment Owners called for the purpose of taking any action authorized under Sections 3 or 4 of this

Article V, 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 proxies entitled to cast sixty-five percent (65%) of all of the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called upon not less than fifteen (15) nor more than thirty (30) days notice, and the required quorum at the subsequent meeting shall be fifty-one percent (51%) of the aggregate authorized votes of the members. Such subsequent meeting shall be held not more than sixty (60) days following the date of the preceding meeting.

Section 6. Water, Sewer and Garbage Collection Costs.

The Association shall provide and pay (from the Regular Monthly Assessment) for all water for each Apartment and all Common Areas and Limited Common Areas. Likewise, the Association shall pay from said assessment all sanitary sewer costs and the collection of garbage and trash with the understanding that garbage and trash will be collected only from the receptacles provided therefor in the Common Area. All other utility costs shall be the sole responsibility of each Owner.

THE ATTENTION OF EACH OWNER IS SPECIFICALLY DIRECTED TO THE PROVISIONS OF SECTION 9 BELOW REGARDING THE NON-PAYMENT OF ASSESSMENT AND THE REMEDIES OF THE ASSOCIATION.

Section 7. Management Agreements. The Management Committee shall employ a manager or a management agent at a rate of compensation established by negotiation between said Committee and said manager. The manager shall perform such duties and services as the Committee shall direct including, but not limited to, the performance of the obligations of the Association with respect to Common Areas, the receipt, discharge and accounting for all payments of assessments and insurance premium payments made to the Association under the provisions of these Declarations. The Manager shall be authorized and directed to pay from the deposits made by the Owners, all premiums for the Association's insurance as described in Section 1 of Article IV above. The Manager shall also be authorized to pay, from the Regular Monthly Assessments,

the costs sustained by the Association in the discharge of its obligations as specified in Section 3 of this Article V. Should special assessments be authorized as provided herein, the Manager shall be authorized and directed to collect the same and to apply the proceeds of said assessments in discharge of the purposes for which the assessments were authorized. It is understood that the Manager shall not be required to expend any portion of the management fee in payment of the obligations undertaken by the Association hereunder.

All management agreements entered into by the Association shall provide for the cancellation thereof by affirmative vote of sixty-seven percent (67%) of the aggregate authorized votes of the Association's members. However, no cancellation shall be effective until the Association has a contract with a successor Management Agent which is to become operative immediately upon the cancellation of the preceding agreement. Further, the Association shall not employ any new Management Agent without having first given thirty (30) days written notice to the holders of all recorded first mortgages on the Apartments. If, within said 30-day period, the holders of mortgages on fifty percent (50%) or more of the Apartments have filed with the Association their written objection thereto, the change of management shall not be effective. Notices to the mortgage holders may be made to the institutions servicing the loan (the institution to whom mortgage payments are made) which shall be deemed to be notice to the then mortgage holder of record if it be other than its servicing agent.

Section 8. Date of Commencement of Monthly Assessments - Due Dates - Certificates. The Regular Monthly Assessment provided in Section 3 shall commence on the first day of the first month following the conveyance to the Owner of his Apartment, plus the pro rata part of any partial month from the date of said conveyance to the first day of the first calendar month following the date of the conveyance. The Management Committee shall fix the amount of the assessment against the Apartments and may adjust the same effective January 1 of each year in accordance with the provisions of Sections 3 and 5.

At any time and for any reason, the Association shall, upon demand, and for a reasonable charge set by the Management Committee, furnish a certificate signed by the Manager and countersigned by one of the Management Committee setting forth the status of the Owner's account for all regular and special assessments then in effect. Such certificates, when thus signed in good faith, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after its due date, the principal amount of the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum. Likewise, if any assessment is not paid within 30 days after its due date, the Association may, after 10 day written notice of its proposed action has been posted to the Owner's registered address (and to the Apartment address, if they be different) **TERMINATE ALL SERVICES** provided to said Apartment by or through the Association and all rights and privileges to use, occupy or enjoy the Common Areas maintained by the Association by use of those Regular or Special Assessments then in effect. Since all assessments which are not paid in a lump sum shall, until they are fully discharged, be an integral non-severable part of the Regular Monthly Assessment, each Owner shall be on notice that the non-payment of such assessment shall authorize the Association to **DISCONTINUE WATER TO THE UNIT AND ANY OTHER SERVICES** which are paid for by the Association from the assessments levied against the Owner's Apartment. Since each Owner accepts and consents to the Association's remedies for default which are here provided, neither the Association nor the Management Committee, nor the Manager, nor any other Owner shall be liable for any damages or losses of any kind which said defaulting Owner may claim to have suffered because of action taken under this Section of these Declarations.

Failure of an Owner to pay his portion of the Association's

insurance premiums within thirty (30) days from the date on which notice thereof is given shall constitute a default in like manner and the Association may, without liability, but upon 10 days advance notice, terminate the services as in the case of non-payment of assessments.

In addition to the rights and remedies of the Association set out above, should any Owner default in the payment of his share of common expenses (either assessments or insurance costs) it may:

(A) Without waiving any lien, bring suit in any court of proper jurisdiction to recover the amount of the delinquency, plus accrued interest thereon at the rate of ten percent (10%) per annum from the date of said delinquency plus court costs and reasonable attorneys' fees; said suit may be instituted without further notice to the Owner at any time following the expiration of twenty (20) days from the date on which notice of delinquency, properly addressed to the Owner at his registered address, was posted in United States Mail, postage prepaid; or

(B) In the event of a continuing default in the payment of assessments, the Association may, thirty (30) days before the expiration of the period covered by said Owner's advance deposits against assessments, give notice to said Owner that if all delinquencies including the full restoration of the three-month advance assessment deposit have not been cured within thirty (30) days, the payment date of any Regular and/or Special Assessments (at then current rates) may be accelerated and declared due on or before the end of the 30-day notice, together with such additional amounts as may be required to restore the 3-month advance assessment deposit. The acceleration of said payments shall be in addition to payments then due or delinquent and may be for any number of additional months specified in the notice of acceleration up to but not exceeding 15 months, including the restoration of the 3-month advance deposit. If payment has not been made in accordance therewith within the 30-day notice period, together with accrued interest on the delinquent sums from the date of each delinquency at the rate of 10% per annum, then under the authority of Section 9A of the Apartment Ownership Act, the Association shall have the right to file in the public records of Lincoln County, New Mexico, a notice of lien against the Apartment of the delinquent Owner which shall be in the

aggregate amount specified to be paid in the notice of acceleration, together with interest at the rate of 10% per annum as the same accrues from its due date. Said lien shall also secure payment to the Association of all reasonable costs of collection, including filing fees, attorneys' fees and any court costs.

(C) All parties which become subject to these Declarations agree that the Association, its Management Committee, Manager and the other Apartment Owners shall be indemnified against any loss, cost or expense directly or indirectly resulting from the delinquency by any Owner in the payment of common expenses and the Association's reasonable costs of enforcing these express covenants. After the filing of a lien, the Association may proceed to enforce same, as in the case of other liens on real estate in the State of New Mexico under statutory mortgage conditions, including the right to recover any deficiency after sale upon foreclosure. In any foreclosure action, the Association shall also have the right to pursue to judgment the individual liability of said Owner for all sums herein authorized to be collected by the Association in the payment of both delinquent and accelerated assessments, interest thereon, the 3-month advance deposit, and all costs thus sustained by the Association. Any Co-Owner who shall be subjected to any Special Assessment covering his pro rata part of the delinquent assessments of the defaulting Owner may join in any action brought by the Association to recover such Special Assessments, or, if the Association should fail to file suit against the defaulting Owner, said Co-Owner shall have a separate right of action against the defaulting Owner to recover all sums paid by him on behalf of the defaulting Owner and all reasonable expenses incident to the collection thereof.

(D) If, prior to foreclosure of the lien or prior to recovery on a judgment against the Owner, said Owner shall cure his default, or if the Association should realize sums either by collection of an individual judgment against the Owner or from the sale of the Apartment under foreclosure, said sums shall be applied: first, to the payment of all out-of-pocket expenses thus incurred by the Association; second, to the pro rata reimbursement of other Co-Owners to the extent of but not exceeding special assessments paid to make up the resulting cash deficiency; third, to the restoration of the advance assessment deposit; fourth, to the payment of any assessments still remaining unpaid in excess of those for which the other members may have previously contributed through Special Assessments; fifth, any sum remaining shall be held for the account of or delivered to the defaulting Owner, as the Management Committee may determine, in its sole discretion. No Owner shall be deemed to have cured his default unless the first four priorities in payment shall have been paid in full.

(E) If, within 30 days from the date on which notice is given as provided herein, any Owner has failed to pay his percentage (as specified in Section 5 of Article IV) of the total premium for the Association's insurance coverage, said delinquent payment shall then commence to accrue interest at the rate of 10% per annum. Upon 10 days written notice, the Association (and/or the non-defaulting Owners) shall have the right to file suit against the defaulting Owner and/or to establish and foreclose the lien against his Apartment and recover said premiums, interest thereon and costs, all in the same manner provided above for delinquency in payment of Assessments. In the event of subsequent payment by the defaulting Owner or recovery after suit or upon receipt of proceeds of a sale under foreclosure, the sums thus received by the Association shall be applied in the same manner and in the same order of priority as are set out in subparagraph (D) above, excepting the advance deposit.

In addition to the Association's right, under Section 9A of the Apartment Ownership Act, to establish liens for non-payment of common expenses, each Owner, joined by his wife, shall expressly agree to the binding effect of the covenants of these Declarations (particularly the provisions of this Section 9 of Article V) by executing and acknowledging (as required by law) an acceptance of the deed to the Apartment in which these Declarations are incorporated by reference.

Section 10. Non-Waiver or Abandonment. No Owner may waive the benefits or the right of enjoyment of any of the Common Areas in an attempt to exempt his property from liability for those regular and special assessments which may be fixed against the property in accordance with these Declarations or any Amendments hereto nor may liability for the assessments and the lien against the Apartment be avoided by abandonment by any Owner thereof.

Section 11. Assessments to Run with Title to Apartment. It is understood that all assessments, both regular and special, which are duly assessed in accordance with these Declarations and any Amendments hereto, shall be an obligation which shall run with the title to the Apartment and constitute a lien upon said Apartment and its undivided ownership of the Properties to secure the payment thereof and these Declarations shall constitute notice to any purchaser of said

property of the possibility of unpaid assessments against the Apartment proposed to be purchased and the lien herein created to secure the payment thereof. On sale of any Apartment, Sections 12 and 24 of the Apartment Ownership Act shall apply.

Section 12. Subordination of the Lien to Mortgage.

The priority and superiority of liens, as in other real estate, shall apply. The lien which secures payment of common expenses as provided for herein shall be subordinate only to tax liens on the Apartment in favor of assessing units or special districts and to any prior mortgage or lien of record to the extent that it secures sums then unpaid. Any increase in the principal balance of a prior mortgage shall be inferior, to the extent of said increase, to any lien to secure payment of common expenses properly charged to said Apartment which shall have been filed prior to the increase in the prior mortgage balance. The sale of any Apartment pursuant to foreclosure of a superior mortgage or lien shall extinguish the inferior lien securing those common expense charges falling due prior to the sale under foreclosure. No sale or transfer shall relieve any Apartment from liability for any common expense thereafter becoming due or from the lien securing payment thereof.

Section 13. Payment to Mortgagee. If required by the mortgagee holding a first lien against any Apartment, the Owner shall pay any assessment or common expense charge levied against the mortgaged Apartment directly to the mortgagee, and payment by the Owner to his mortgagee shall be deemed to have been made to the Association. If the mortgagee requires an advance monthly deposit to cover the mortgagor's part of the Association's insurance premiums, the mortgagee may hold said deposits until payment of the Owner's part of the insurance premium becomes due and shall then forthwith remit to the Association the amount of said deposits up to but not exceeding the amount of the premiums chargeable to said Apartment. All Regular or Special Assessments paid to the mortgagee by the Owner shall be remitted forthwith to the Association for credit to said Owner's account. If the mortgagee requests the Association to do so, it will

furnish the mortgagee a copy of any notice of any assessment, insurance premium charge or other common expense which may be payable by the Owner or chargeable to the Apartment. If requested, the Association will also mail to the mortgagee any notice of delinquency or of any action proposed to be taken by the Association pursuant to its remedies in the event of default by the Owner in the payment of assessments or common expenses, as provided in Section 9 above. Notice to the mortgagee shall be informational only and shall not supersede the requirement for notice under Section 14 nor shall the failure of the mortgagee to receive such notice lessen the effect of notice if given in the manner provided in Section 14 below.

Section 14. Notices and Addresses. The Association may, but it shall not be required to do so, give monthly notices to each Owner of the Regular Assessments or any Special Assessment which are payable in monthly installments with the Regular Assessment. The Association's failure to send notices of those Regular and Special Assessments which are payable each month, or failure of an Owner to receive the notices, if sent, shall in nowise excuse the Owner from making said monthly payments.

Upon the Association's receipt of a premium notice for insurance then carried in accordance with Article IV, the Association will post in the United States Mail, Certified and Return Receipt Requested, notice to each Owner of his part of said premium.

Likewise, if the Regular Monthly Assessment should be changed or if any Special Assessment is levied (whether payable in a lump sum or payable in monthly installments), the Association will send the initial notice of said increase or of said Special Assessment by Certified Mail, Return Receipt Requested, and said single notice of such increase or monthly Special Assessment shall be sufficient without the necessity of continued notices which may or may not be sent thereafter at the discretion of the Management Committee. Any notice of delinquency,

acceleration of assessment payments, proposed termination of services, proposed filing of lien, proposed filing of suit or any of the other notices pertaining to the default or delinquency of an Owner under the provisions of Section 9 shall be sent by United States Mail, Postage Prepaid, Certified and Return Receipt Requested.

In all cases, the posting of notice to the Owner at the address(es) registered by the Owner with the Association shall be deemed to have been received by the Owner regardless of whether the mailing is refused, not received, or received by a person not authorized by the Owner to accept the same. Notice shall be from the date on which said mailing is posted.

Each Owner shall be charged with the responsibility of registering with the Manager or Management Committee his proper mailing address to which all notices or mailings shall be sent, and the Association shall have the absolute right to assume that the then registered address for said Owner is his proper mailing address. If duplicate Certified or Registered mailings are required (or requested by the mortgagee) such extra cost shall be at the expense of the Owner. All mail to be addressed to the Association shall be addressed as follows, until written notice(s) of change is given:

Manager
Management Committee
Country Club Condominiums
Alto, New Mexico 88312.

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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Easements for Police, etc. An easement is hereby granted to all police and police equipment, security guard service and its personnel and equipment, firemen and fire fighting equipment, ambulance, public utility personnel and equipment, personnel and equipment engaged in garbage collection and all similar emergency or service personnel and their equipment so as to permit them to enter upon the Common Areas in the performance of their required duties. The easements hereby granted are for the sole benefit of the residents of these Apartments, and the rights hereby given shall not be deemed to be a dedication of Common Areas to the use of the Public as streets or other public ways. Said areas shall remain private property (jointly owned) of all Owners of the Apartments.

Section 3. Waiver of Right of Partition. By the acceptance of a deed to an Apartment, and for so long as this condominium regime is in effect, each Owner waives his right to a partition, either in kind or by sale, of the undivided ownerships in which title to the Properties are held under the provisions of these Declarations. Any amendment of this Section shall only be effective upon completion of those same requirements set out in the following Section 4.

Section 4. Abandonment of Condominium Regime. By action of all Apartment Owners, in strict adherence to the provisions of Section 16 of the Apartment Ownership Act, these properties may be removed from the provisions of said Act, but subject to and in compliance with all Restrictive Covenants then in effect as to the property in Alto Lakes Golf & Country Club Subdivision.

In the event of the termination of this condominium regime, the Owners shall remain as Owners in common of their undivided interests in all of the Properties, but subject to all recorded mortgages. Partition by sale shall then be authorized in any suit instituted in a court of proper jurisdiction. The net proceeds of such sale shall be considered to be a single fund and shall be divided among the Owners in proportion to their percentages of interest as set out in Article II, provided, however, that before any proceeds of sale are distributed to any Owner, the portion of the proceeds attributable to such Owner shall first be applied in full payment (or to the extent thereof) of any previously recorded mortgage(s) against said Apartment (payable in

the order of their priority if there be more than one) against said Apartment and if there be a deficiency in said Owner's account against the amount available for the payment of said mortgage(s), the Owner shall be personally obligated to pay said balance but such deficiency shall not constitute a charge (or a lien) upon either the Apartment or the other Property or the remainder of the proceeds in the common fund which are set aside for the Owners of other Apartments.

The abandonment of the condominium regime shall be evidenced by the written consent of all record Owners and of all record holders of recorded mortgages upon any of the Properties, or any part thereof. It shall specify the percentage ownerships of each Owner and any mortgages against such Apartment and shall be executed and acknowledged as required by New Mexico law as in a conveyance of real estate. As a part of the instrument, the President and the Secretary of the Association shall certify that the vote was affirmative, unanimous and represented 100% of all ownership and recorded mortgage interests on the date of the action of removal from the provisions of the Act.

Section 5. Conflict with Statute. In the event any provision of this Declaration or of the Bylaws of the Association should be in conflict with the Apartment Ownership Act or any other statute of the State of New Mexico, the provisions of said statute shall prevail. Any rights or duties guaranteed to or imposed upon either the Association or the Owners under said statute and which by the terms thereof cannot be modified, are incorporated herein by this reference.

Section 6. Severability. Invalidation by judgment or court order of any one of the covenants or restrictions of the Declarations or the Bylaws of the Association shall in nowise affect any other provisions, all of which shall remain in full force and effect.

Section 7. Amendment. The amendment of all or any part of Sections 2 or 3 of Article II, or of Sections 10 or 11 of Article V or of Sections 3, 4 or 7 of this Article VI shall require the unanimous written consent of all Owners (and spouses) and the holders of all recorded mortgages on any of these Properties, all executed and

certified as provided in Section 4. Any other part of these Declarations, or the Bylaws attached hereto, may be amended by the affirmative vote of 75% of the total of all votes authorized to be cast as determined by the Bylaws of the Association. Each Owner consenting to said Amendment shall execute and acknowledge the Articles of Amendment in the same manner as is provided in Section 4 above, and the vote authorizing the amendment shall be certified by the President and Secretary of the Association, in like manner.

Written notice of any proposed Amendment shall be sent by Certified Mail, to all record Owners and all first lien holders not less than thirty (30) days nor more than sixty (60) days in advance of any meeting called for the purpose of considering a change, modification or rescission of these Declarations. Representatives of the mortgage holders shall be entitled to a voice at said meeting, however, except in the case of a proposed change of Sections 3, 4 and 7, of this Article VI, the consent of the mortgagees shall not be required. If any such change or modification in these Declarations or the Association's Bylaws be approved as required herein, then the Secretary of the Association shall certify, as a part of the instrument of Amendment, to the mailing of notices to all Owners and first mortgages of record.

Section 8. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, trusts, estates, other legal entities or individuals, men or women, shall in all cases be assumed as though fully expressed in each case.

Section 9. Declarant's Registered Agent. Under the provisions of Section 11 H of the Apartment Ownership Act, Declarant states that it is a Texas corporation authorized to transact business in the State of New Mexico with a resident agent within the State of New Mexico for the service of process. Said agent may, from time to time, be changed in the manner authorized under the statutes of the

State of New Mexico. At the time of the execution of these
Declarations, the Registered Agent for the Declarant and his
post office address is:

William Byron Darden
200 West Las Cruces Avenue
Las Cruces, New Mexico 88001.

EXECUTED this 8 day of August, 1974.

ATTEST:

WALLY SHEID, INC.

Elin O. Grayfield
Secretary

By *J.W. Sheid, Jr.*
President

Declarant



THE STATE OF TEXAS)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this
8 day of August, 1974, by J. W. SHEID, JR., President of WALLY
SHEID, INC., a Texas corporation, on behalf of said corporation.



Laura L. de Vries
Notary Public in and for
El Paso County, Texas

BYLAWS OF
COUNTRY CLUB CONDOMINIUMS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is COUNTRY CLUB CONDOMINIUMS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located upon the condominium premises, Midiron Drive, Alto Village, New Mexico 88312, but meetings of the owners and directors may be held at such other locations within Lincoln County, New Mexico as may be designated by the Board of Directors.

ARTICLE II

DECLARATION

The purpose and function of this Association shall be the maintenance, preservation and control of the properties included in COUNTRY CLUB CONDOMINIUMS. Accordingly, the Association recognizes and assumes those duties and responsibilities specified to it in the Declaration of Covenants, Conditions and Restrictions executed by WALLY SHEID, INC. and filed in the Public Records of Lincoln County, New Mexico. Said Declaration is hereby adopted and made a part hereof by this reference. Should there be any conflict between said Declaration and these Bylaws, the Declaration shall prevail unless the Declaration is in conflict with the Apartment Ownership Act or other statutes of the State of New Mexico, in which case, said statute(s) shall prevail. Any amendment to said Declaration shall, to the same extent, constitute an amendment to these Bylaws.

ARTICLE III

DEFINITIONS

Included in said Declaration are definitions of the words, "Declarant", "Declaration", "Project", "Plat", "Properties", "Property", "Apartment", "Common Area", "Limited Common Areas", "Condominium", "Apartment Owner", "Association of Apartment Owners", "Assessments" and "Person". The definitions contained in said Declaration are hereby adopted and whenever said words or terms are used herein, the definitions contained in the Declaration shall apply.

ARTICLE IV

MEETING OF THE OWNERS

Section 1. Annual Meetings. The first annual meeting of the Owners shall be held on a date agreeable to the majority of the Owners but not later than June 1, 1975. Each subsequent regular annual meeting of the Owners shall be held on that Saturday which is the closest Saturday to the anniversary date of the first annual meeting of the Owners. Annual meetings shall commence at 9:30 A.M.

Section 2. Special Meetings. Special meetings of the Owners may be called at any time by the President or by any two members of the Board of Directors or upon written request of the Owners who are entitled to vote 25% of the total ownership votes.

EXHIBIT "A"
(consisting of 9 pages)

Section 3. Notice of Meetings. Notices of each annual meeting and special meetings shall be given by the Secretary or person authorized to call the meeting, by mailing a copy of such notice to each Owner within the period of time and in the manner, and with the information regarding the purpose of the meeting, all as specified in the Declaration. If the Declaration does not specify the advance notice required for said meeting, the notice shall nevertheless be sent not less than twenty (20) days nor more than forty (40) days prior to the specified meeting date. Each notice shall specify the place, day and hour of the meeting.

Section 4. Quorum. Except as otherwise provided in the Declaration, the presence at the meeting of Owners (including proxies) entitled to cast one-half (1/2) of the total votes as determined under the provisions of Section 5, below, shall constitute a quorum.

Section 5. Voting Rights. Until the Declarant has conveyed seven (7) of the Apartments described in the initial Declaration, the Declarant shall have the right to cast 50.01% of all votes of the Owners of said Apartments regardless of percentage of ownership. Upon the conveyance of the 7th Apartment, each Owner shall then be entitled to cast that percentage of the total vote of all Owners which equals his percentage ownership in the Common Areas and Limited Common Areas as specified in Sec. 2 and 3 of Art. II of the Declaration and Declarant shall have the right to vote that percentage specified to all of the Apartments then undeeded. As each subsequent deed is given, the Owner thereof shall succeed to the percentage of ownership assigned to said Apartment and the Declarant's aggregate vote shall be reduced by said amount.

Section 6. Proxies. At all meetings of Owners, each Owner may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the death of the Owner or the transfer of title to that Owner's Apartment. To vote upon any matter involving Sections 2 or 3 of Art. II, Sec. 10 or 11 of V or Sec. 3, 4 or 7 of VI of the Declaration, any proxy shall specifically refer to the proposed action and shall be executed and acknowledged as required by New Mexico law by both the Owner giving the proxy and his spouse.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of not less than three (3) nor more than six (6) directors, at least two-thirds of the permanent directors shall be Owners of Apartments within the Project. All permanent directors shall be elected at the first annual meeting of the Owners. Until such meeting, the interim Board of Directors shall consist of W. M. Lowenfield, J. W. Sheid, Jr. and Francis C. Broadus, Jr., and said interim Board shall be empowered to act under said Declaration and under these Bylaws for all organizational purposes, including the election of temporary officers and the appointment of a Manager.

Section 2. Term of Office. At the first annual meeting, the Owners shall elect at least one director for a term of two (2) years and at least one-third of the directors shall be elected to serve for a term of one (1) year; at each annual meeting thereafter the Owners shall elect directors to fill the vacancies of the retiring directors. Directors whose terms expire may be reelected.

Section 3. Removal. Any director may be removed from the Board with or without cause, by a majority of the total votes of the Owners. In the event of the death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association but he shall be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee and nominees shall be named in the notice of the meeting. Nominations may also be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Owners. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Owners. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number required to provide a 3 man Board, including hold-over members. Nominations may be made from among Owners or non-Owners (but limited as regards non-Owners in the manner provided in Sec. 1 of Art. V).

Section 2. Election. Election to the Board of Directors shall be at the annual meeting and shall be by secret written ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, as many votes and fractional votes as they are entitled to exercise under Section 5 of Article IV, above. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than seven (7) days' notice to each director unless such notice is waived by a majority of the directors.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and Limited Common Areas, and the personal

conduct of the Owners, their families, guests and servants, while upon the Properties (but not within the enclosed portion of the Owner's Apartment), and to establish penalties for the infraction thereof, including the suspension of voting rights of said Owner;

B. Upon the notices prescribed in the Declaration, terminate all services, facilities and utilities provided by the Association to any Owner during any period in which such Owner shall be in default in the payment of any assessment or common expense levied by or due to the Association and to suspend the voting rights of such Owner during such period of delinquency;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration. Management powers herein delegated to the Board may be exercised by it as a Board of Directors or through Management Committee consisting of the appointed Manager and not less than two (other) members of the Board of Directors;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. If the appointed manager is an elected member of the Board of Directors, then his term of office shall expire in any event on the date of termination of his management contract and the Board of Directors shall have the authority, in their discretion, to appoint the successor manager to the Board to fill the vacancy.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a proper and accurate set of books of account of the Association and the separate accounts of the Owners with respect thereto. Said books shall be available for inspection by the Owners or their duly authorized representatives during regular business hours. Directors shall present a copy of the financial statement of the Association to the Owners at each annual meeting or at any special meeting where such a statement is requested in writing, 30 days in advance, by Owners holding at least 25% of the total voting rights of all Owners. If an audit is demanded by 25% (or more) of the vote, the cost thereof shall be assessed equally against the Owner of each Apartment.

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Under the authority and by action of the Owners as prescribed in the Declaration, fix the amount of the Regular Monthly Assessment and Special Assessments against each Apartment in the manner and at the times provided in the Declaration, including any additional advance deposits or security as they may deem reasonable in any special instance;

(2) Send written notice of each new or changed assessment to every Owner subject thereto at least 15 days in advance of the first due date thereof and thereafter, if the Board so elects, send monthly notices of the aggregate of all regular and special assessments levied and due against each Apartment and its Owner;

(3) As provided in Section 9 of Article V of the Declaration, enforce any or all of the provisions contained therein relating to a default in the payment of assessments or insurance premiums. All of the provisions of said Section 9 are hereby incorporated into this paragraph;

(4) Where provided in the Declaration, specific responsibilities may be delegated to the Management Committee as well as routine administrative duties of the Board;

D. Upon request by any person, issue a certificate setting forth whether or not any assessment or common expense has been paid, certified as provided in the Declaration. A reasonable charge shall be made by the Board for the issuance of such certificates. If a duly executed certificate, issued in good faith, states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

E. Procure and maintain liability and hazard insurance policies in accordance with Article IV of the Declaration and enforce payment of each Owner's pro rata share of said premium costs in the manner provided in Section 9 of Article V of said Declaration;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Perform, through the manager or through the Management Committee, or otherwise, the duties of the Association as specified in the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other offices as the Board may from time to time create.

Section 2. Election of Officers. After the organizational meeting of the Board, the election of officers thereafter shall take place at the meeting of the Board of Directors which shall follow each annual meeting of the Owners. Until permanent officers are elected by the Board of Directors, the following temporary officers shall serve: President - W. M. Lowenfield; Vice President - J. W. Sheid, Jr., Secretary - Francis C. Broadus, Jr., and Treasurer - James Wimberly.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor be duly elected unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of

receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. The Manager may also serve as Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts or other written instruments in the ordinary course of the business of the Association or, if not in the course of business, upon authority from the Board of Directors.

Vice President

B. The Vice President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners together with their addresses; he shall keep a record of the holders of voting rights and the rights of each; and he shall perform such other duties as required by the Board.

Treasurer

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall supervise the disbursement of such funds as directed by the Management Committee or the Board of Directors; cause proper books of account to be kept; at the completion of each fiscal year, he shall cause an annual account of the Association's books to be prepared by such person as shall be selected by the Board; and he shall cause an annual budget and a pro forma statement of anticipated income and expenditures for the ensuing year to be presented to each Owner at the regular annual meeting.

ARTICLE X

MANAGER

Section 1. Appointment. The Board of Directors shall be authorized to employ an agent to be manager of the Properties and to pay said Manager a reasonable compensation for services rendered. The termination of any management agreement shall be under the terms and conditions provided in the Declaration.

Section 2. Duties to Association. The Manager shall perform such administrative and housekeeping responsibilities as the Board of Directors shall assign to him but, specifically, he shall be charged with the duty of maintaining all of the Common Areas in attractive, clean, safe and first class condition, causing the same to be painted, repaired and restored, when necessary, under the direction of the Management Committee or the Board of Directors. In the event of an emergency, he shall be authorized to make immediate temporary repairs required in the preservation and protection of the Common Areas in order to prevent further damage or depreciation thereof pending further instructions from the Management Committee. In connection with assigned responsibilities, he shall be authorized to make those reasonable and necessary expenditures in order to maintain the Project in first class condition. The Board of Directors or the Management Committee may establish limits of said expenditures beyond which the Manager may not obligate the Association without specific authority.

Section 3. Oversight of Apartments. The Manager shall also be charged with the responsibility of oversight on each of the Apartments. That is to say, either he or his employees or the Security Guard Service or all of them, shall keep the Apartments under general surveillance and he shall notify the Owner or the authorities in the event of any unusual or suspicious circumstances. The Manager shall notify police, fire and other agencies when, in the course of his oversight of the Apartment, the need for said agencies becomes apparent. Nothing in this provision shall authorize the Manager to enter any Apartment nor impose any duty upon him with respect to the interior or contents thereof. Any such entry or responsibility for the contents or interior of the Apartment must be by separate arrangement between the Owner and the Manager for which the Association assumes no responsibility. It is understood that the Manager's responsibilities are for the Common Areas and jointly owned properties of the Owners. Any action by the Manager which relates to an individual Apartment or the contents thereof shall be purely incidental to his responsibilities for the supervision of the Common Areas under his agreement with the Association.

Section 4. Failure to Appoint Manager. If the Board of Directors should fail to appoint a Manager or should they be unable to obtain a contract with a suitable Manager for a firm and specified period of time, the Board of Directors and its Management Committee shall, through such employees and services as they shall deem necessary, provide the supervision, maintenance and other services herein provided for an appointed Manager.

ARTICLE XI

DEPOSITORIES

Section 1. Selection of Depositories. The Board of Directors shall designate any state or national bank as a depository for funds of the Association provided said deposits are insured by the Federal Insurance Deposit Corporation.

Section 2. Authority to Draw on Accounts. The directors shall designate those persons authorized to withdraw Association's funds from its depositories. The Board of Directors may specify whether or not co-signatures shall be required upon checks of the Association and, if so, the amount of any withdrawal requiring co-signatures.

ARTICLE XII

OWNERS' RIGHTS AND GRIEVANCES

Each Owner and the designated members of his household and his guests (within the limitations established by the rules and regula-

tions of the Association) shall have the right to the use and enjoyment of all of the Property and facilities of the Project to the extent provided in the Declaration and shall be provided with all of the benefits and privileges but subject to all of the duties, responsibilities and obligations of Owners as fully set out in the Declaration. In the event of any dispute between Owners or any personal grievances or complaint by an Owner regarding the promulgation or enforcement of the Association's rules and regulations or the enforcement of obligations of the Owners as contained in said Declarations, such Owner shall not file any suit or proceeding at law or in equity against the Association or any of its officers or directors or other Owner of the Association for matters related to said Declaration or the rules or regulations or these Bylaws, until he shall have:

A. Presented his complaint or grievance in writing to the Board of Directors; delivery may be made to the President, Vice President, Secretary of the Association or to its duly appointed Manager;

B. Appeared in person before the Board of Directors in support of his complaint or grievance at a meeting specially called by the Board for said purpose after at least 15 days' notice to the Owner, the purpose of which meeting and hearing shall be good faith negotiations toward the settlement of the complaint; however, if the Board does not establish a time for the hearing of said complaint within 45 days after the written complaint has been presented, the requirement of this paragraph B will be deemed to have been met;

C. At said hearing, the Owner shall present to the Board all facts and evidence in support of the complaint so that there will be available to the Board a full explanation of the basis of the grievances; likewise, if there is another Owner or party involved in said complaint, such other party shall have a similar notice of the hearing and shall present all evidence in his behalf regarding the action or omission complained of.

The procedure set out in this Article XII is intended to provide an opportunity for good faith negotiations toward the settlement of complaints. However, if the complaint is not settled by the above procedure each party to the controversy hereby, by acceptance of his Deed, binds himself to submit the matter to arbitration in accordance with the New Mexico Uniform Arbitration Act.

ARTICLE XIII

COMMITTEES

The Board of Directors shall appoint a Management Committee, a Nominating Committee and such other committees as it shall deem appropriate in carrying out its duties.

ARTICLE XIV

AMENDMENTS

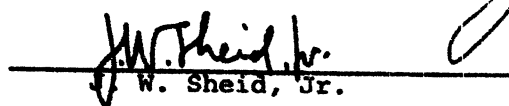
These Bylaws may be amended, at a regular or special meeting of the Owners, by a vote of a majority of a quorum of Owners present in person or by proxy. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned initial directors of COUNTRY CLUB CONDOMINIUMS ASSOCIATION have hereunto set our hands this

8 day of August, 1974.


W. M. Lowenfield


Francis C. Broadus, Jr.


W. Sheid, Jr.

Initial Board of Directors

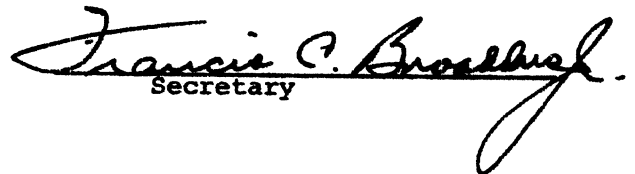
CERTIFICATION

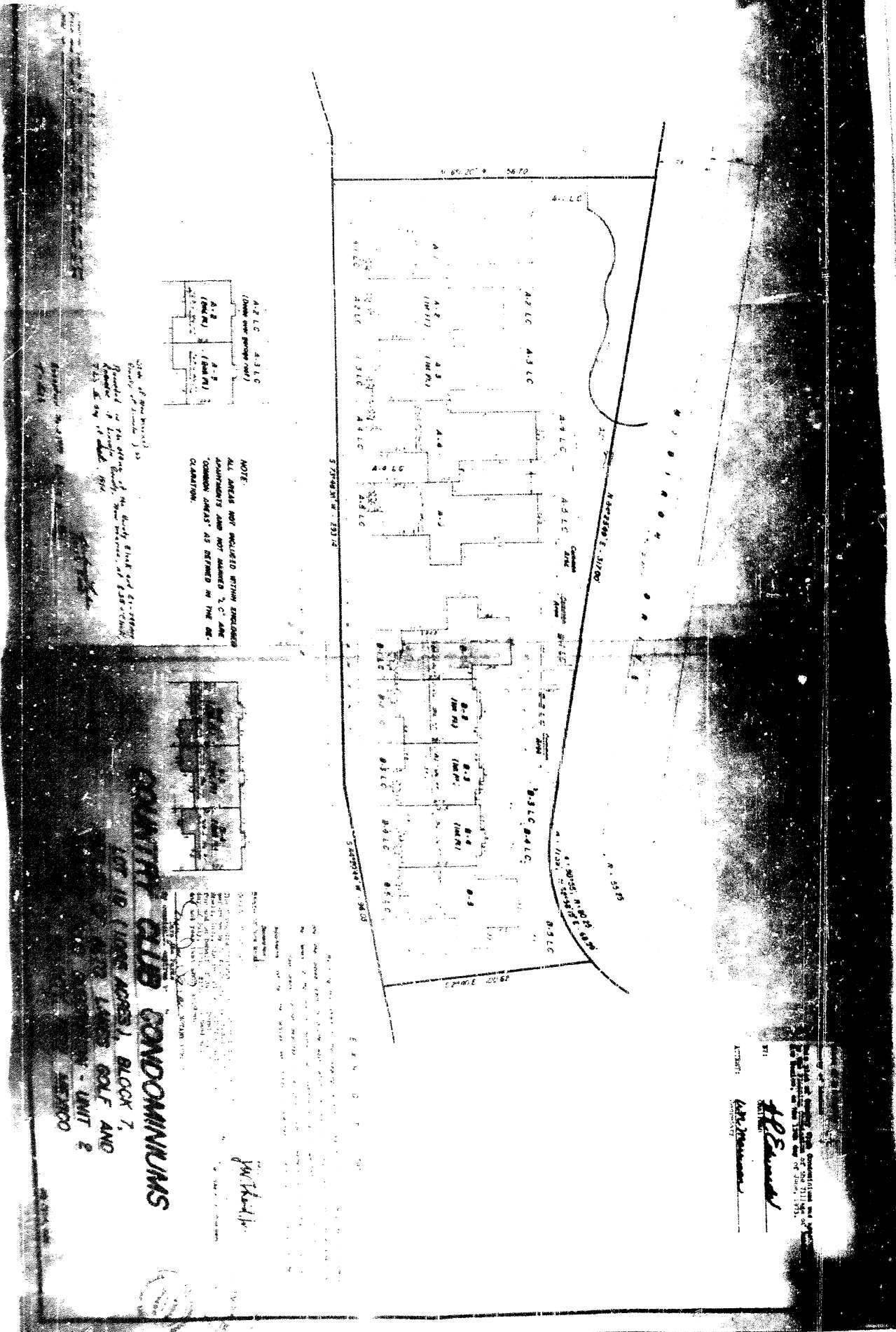
I, the undersigned, do hereby certify:

THAT I am the interim appointed and acting Secretary of
COUNTRY CLUB CONDOMINIUMS ASSOCIATION, and,

THAT the foregoing Bylaws constitute the original Bylaws
of the Association, as duly adopted at the meeting of the initial
Board of Directors hereof, held on the 8 day of August, 1974.

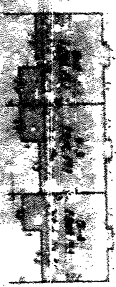
IN WITNESS WHEREOF, I have hereunto subscribed my name on
this the 8th day of August, 1974.


Secretary



NOTE:
 ALL AREAS NOT ENCLOSED WITHIN ENCLOSED
 DIMENSIONS ARE NOT SHOWN IN THE
 COMMON AREAS AS SHOWN IN THE
 CLARIFICATION.

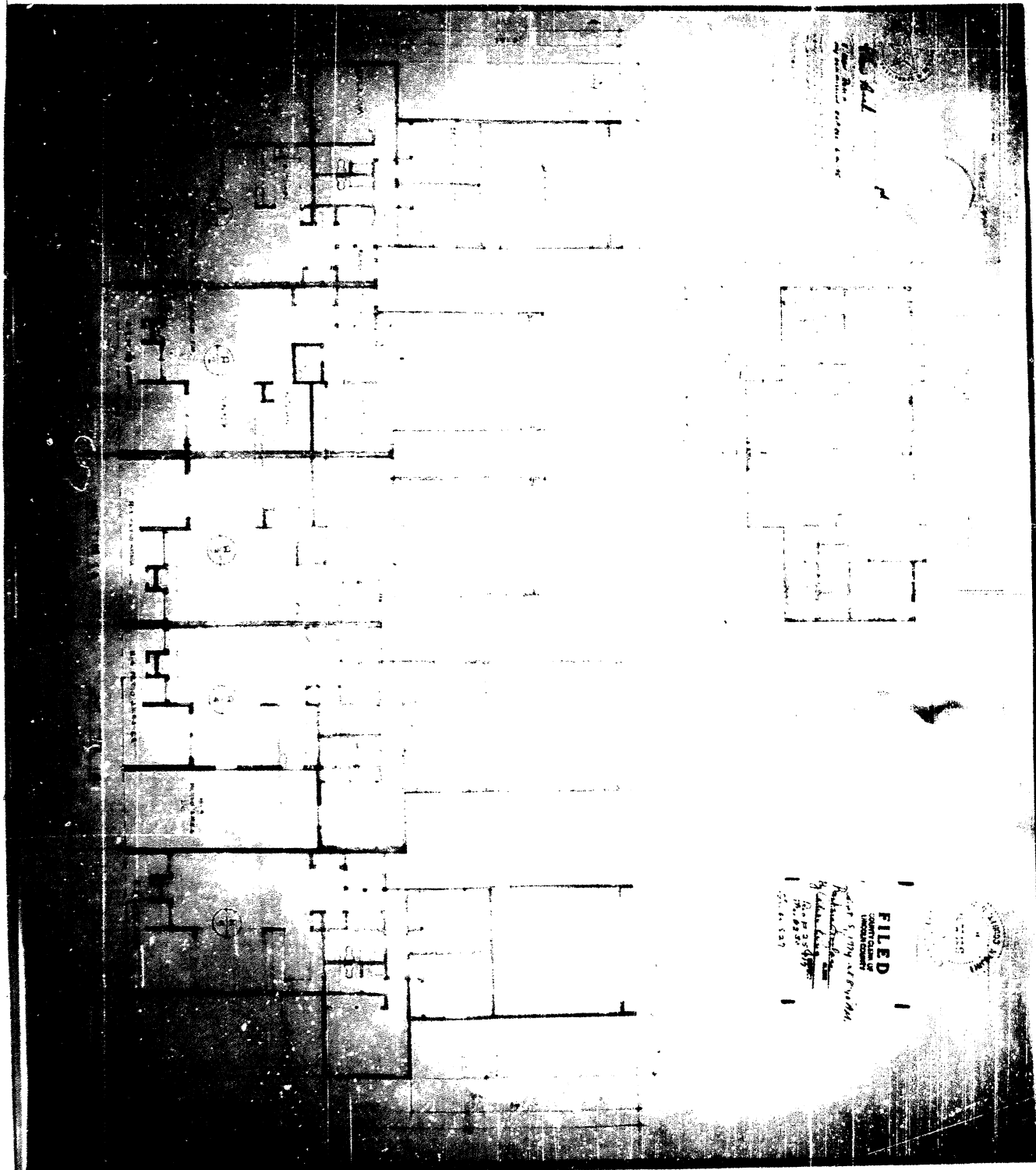
State of Nevada
 County of Clark
 Parcel of 10.00 Acres
 Located in the City of Las Vegas
 Parcel No. 10-00-000-000-000-000
 10-00-000-000-000-000



CLARIFICATION:
 The dimensions shown on this plan are for the building footprints and parking spaces only. The dimensions for the common areas are shown in the clarification section.

COUNTRY CLUB CONDOMINIUMS
 LOT 10 (1000 ACRES), BLOCK 7,
 LAS VEGAS GOLF AND COUNTRY CLUB
 - UNIT 2
 LAS VEGAS, NEVADA

APPROVED
 [Signature]
 [Title]

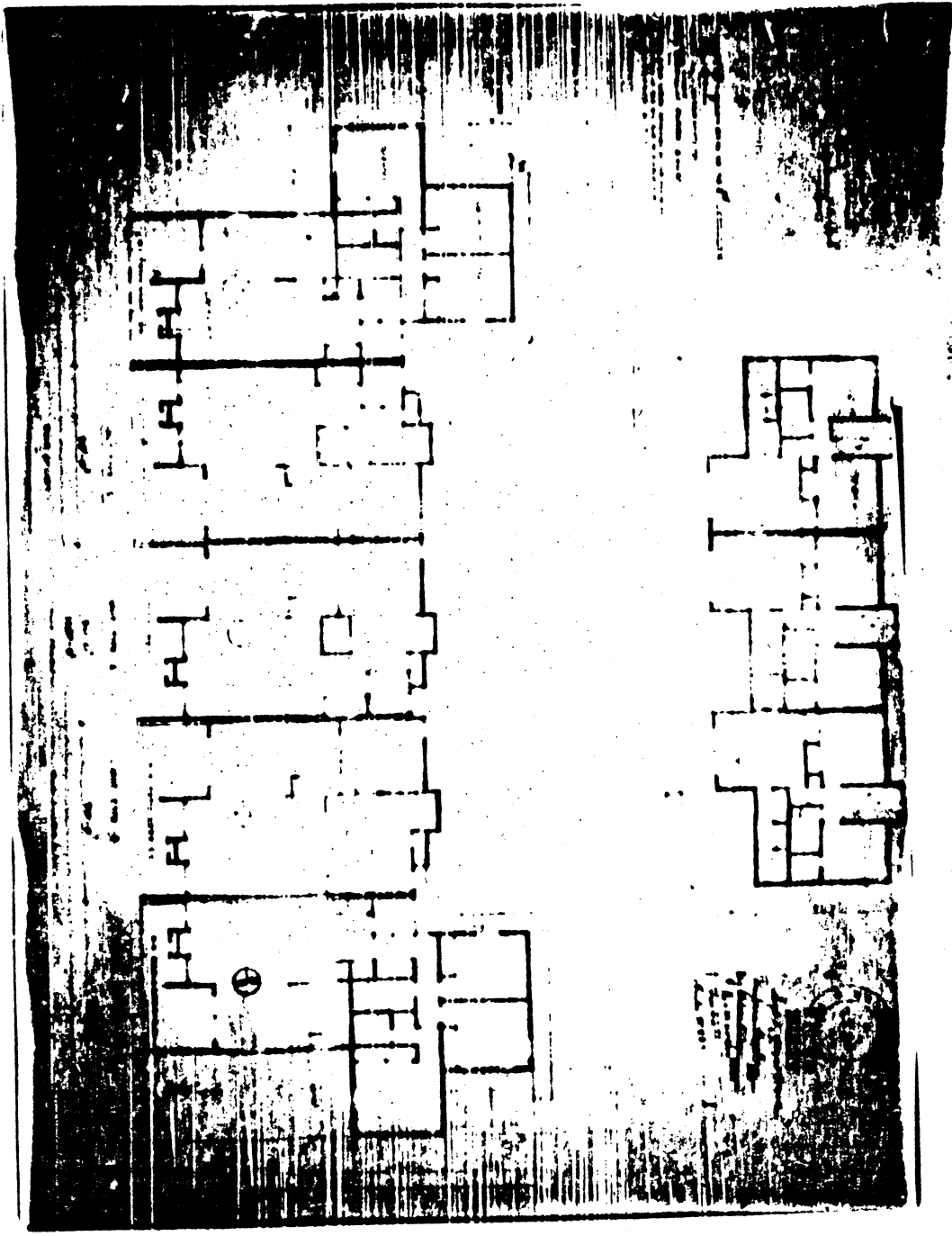


7-11

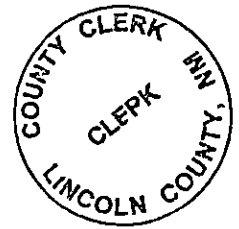
FILED
RECEIVED
JUL 11 1957
FBI
NEW YORK



572



573



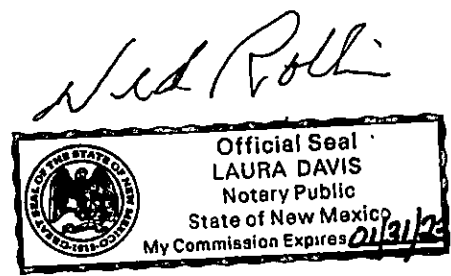
Amendment to the By-Laws

The following amendment to the Bylaws of the Country Club Condo Assn. have been adopted as required by Article XI of the Bylaws.

Revision of Article IV, Section 1

Section 1: Directors and Officers. The Owners of the ten Association condominium units, one representative member per unit owned, shall constitute a Board of Directors, herein after referred to as "the Board." Three Officers are to be elected to three year terms, and the terms are to be staggered so there will be one vacancy per year. If appointed as an Officer to fill a vacancy, that Officer may then run for the next full term. The Officers shall be President, Vice-President, and Secretary-Treasurer and shall be chosen by majority vote of the elected Officers, immediately after the conclusion of the annual Board of Directors meeting.

STATE OF NEW MEXICO
COUNTY OF LINCOLN



The foregoing instrument was acknowledged before me this 2nd day of July, 2019
by Ned Rollins

My commission expires 01/31/23

Laura Davis
Notary Public

Exhibit XIII (to Replace Exhibit XII, filed 7/21/15)

LINCOLN COUNTY-NM
WHITNEY WHITTAKER, CLERK
201903600
Book 2019 Page 3600
1 of 1
07/11/2019 10:55:47 AM



Country Club Condo Association
Amendment to the By-Laws

The following amendment to the Bylaws of the Country Club Condo Assn. have been adopted as required by Article XI of the Bylaws.

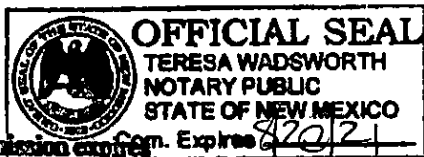
Pets

1. Household pets, as that term is reasonably and usually defined, will hereinafter be permitted to be housed on these premises by any owner or occupant unless under an exception herein expressly set forth:
 - a. No more than 2 dogs are allowed in any unit.
 - b. No owner of a pet shall allow the pet to commit any nuisance, disturbance, or annoyance, such as excessive barking to be offensive to other unit owners or guests, while within the condo complex.
 - c. Owners are responsible for immediate clean-up and disposal of deposits.
 - d. Any owners failure to comply with any pet requirements despite friendly reminders and requests from other owners will be subject to a a) written notice from the Board; b) a hearing with the Board; and if still a failure to comply, c) a fine of \$100, to be administered by the Board.

STATE OF NEW MEXICO

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me this 11 day of July, 2019
by Ned Rollins



Teresa Wadsworth
Notary Public
Ned Rollins