



**SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIVE  
COVENANTS FOR SAN BLAS SUBDIVISION  
BERNALILLO COUNTY, NEW MEXICO**

This Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision is made this 12<sup>th</sup> day of August, 2024, by the the San Blas Homeowners Association, a New Mexico nonprofit corporation, and the owners of record of the property located within the areas encompassed by and identified in the Declaration of Restrictive Covenants for San Blas Subdivision, as amended.

This Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision completely restates and replaces the Declaration of Restrictive Covenants for San Blas Subdivision recorded in the office of the County Clerk for Bernalillo County, New Mexico, on May 3, 1985, in Book Misc. 225A, at Page 989, as Document Number 85 34523; Amendment(s) to Covenants of the San Blas Homeowner's Association Adopted July 23, 1994, recorded in the office of the County Clerk for Bernalillo County, New Mexico, on March 21, 1995, in Book 95-7, at Page 2186, as Document Number 95027976; Amended Declaration of Restrictive Covenants for San Blas Subdivision, recorded in the office of the County Clerk for Bernalillo County, New Mexico, on May 9, 2008, as Document Number 2008065221; and the Amended Declaration of Restrictive Covenants for San Blas Subdivision, recorded in the office of the County Clerk for Bernalillo County, New Mexico, on March 19, 2010, as Document Number 2010023207. This Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision is made, submitted, and effective as of the date it is recorded in the office of the County Clerk for Bernalillo County, New Mexico, by San Blas Homeowners Association.

**ARTICLE I.  
RECITALS**

A. The Property subject to this Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision is fully described in the Plat entitled "San Blas Subdivision," recorded in the office of the County Clerk for Bernalillo County on July 20, 1984, in Volume C-24, Folio 132.

B. Pursuant to Article IV, Paragraph B, of the Amended Declaration of Restrictive Covenants for San Blas Subdivision, at least sixty-five percent (65%) or a greater number of the Lots adopted and approved this Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision.

C. Pursuant to NMSA 1978, § 47-16-3, this Second Amended and Restated Declaration of Restrictive Covenants for San Blas Subdivision shall be effective

immediately upon recording the same in the office of the County Clerk for Bernalillo County.

D. The president and the secretary of San Blas Homeowners Association hereby certify that this Second Amended and Restated Declaration of Restrictive Covenants for San Blas was adopted and approved by the Holders of Lots of the San Blas Homeowners Association as stated in Paragraph B above. The ballots were counted by the Board of Directors and a Member of the community and verified as true and correct.

## ARTICLE II. DEFINITIONS

A. Declaration. Shall mean this Declaration and any amendments hereto.

B. Owners. Shall mean Eagle Run Development, Inc., a New Mexico Corporation, also doing business as "San Blas" and "San Blas Partnership", along with its successors and assigns.

C. Association. Association shall mean the San Blas Homeowners Association.

D. Subdivision. Subdivision means the San Blas Subdivision as shown on the plat thereof filed for record on July 20, 1984, in Volume C-24, Folio 132 of the records of Bernalillo County, New Mexico.

E. Lots. Lots mean the forty-two (42) numbered Lots shown on the recorded plat of the Subdivision and located within the Subdivision.

F. Holder. Holder shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

G. Common Area. Common Area means all tracts within the Subdivision designated by the prefix letters "P" and "T" as shown on the plat map of the Subdivision and are not for the use of the general public but are dedicated to the common use and enjoyment of the members of the Association. Tract P is a "private access easement", being a roadway approximately thirty feet (30') in width at its narrowest point and known as San Blas Place NW. Tracts T-1 and T-2 are landscaped strips along the public right-of-way 65<sup>th</sup> Street and Tracts T-3, T-4 and T-5 are three separate landscaped median strips within the "private access easement".

**ARTICLE III.**  
**CREATION OF THE SAN BLAS HOMEOWNERS ASSOCIATION**

A. Membership. Every Holder of a Lot within the Subdivision shall automatically be a member of the Association. All rights of membership are appurtenant to ownership of a Lot and run with the land whether or not the deed or conveyance of any said Lot makes specific reference thereto.

B. Voting Rights. The Association shall have one (1) class of membership. Members shall be all of the Holders of Lots. In the event that a Holder owns more than one Lot, such Holder shall have one (1) vote for each Lot owned by the Holder.

C. Quorum Necessary for Actions. The quorum required for any action of the Association shall be the presence in person or by proxy of Owners of ten percent (10%) of the votes in the Association. See NMSA 1978, § 53-8-16.

D. Majority Vote. Unless otherwise stated, in all matters requiring a vote of the Association, a majority vote of the Lots present (in person or by proxy) and voting shall be required to adopt any resolution or matter.

E. Call of Meetings. The Holders of any six (6) Lots may call a meeting of the Association.

F. Notice of Meetings. No meetings of the Association may be held without at least (15) days written notice in advance given to every Holder. Written notice may be provided by first-class mail, postage prepaid, or electronic mail where the Holder has elected to receive notices by electronic mail. However, in the event all of the Holders waive such notice, a meeting may be held without the requirement of such notice.

G. Examination of Books and Records. Upon reasonable written notice by first-class mail or electronic mail, any Holder shall have the right to inspect, examine and copy the books and records of the Association and any expenditure made by the Association.

**ARTICLE IV.**  
**ACCESS EASEMENT MAINTENANCE ASSESSMENT**

A. Creation of Obligation. Each Holder hereby covenants, with respect to each Lot in the Subdivision owned by him, and each subsequent Holder of any Lot in the Subdivision by acceptance of a deed or entering into a contract for the purchase thereof, whether or not it shall be so expressed in any such deed or contract or other instrument of conveyance, shall be deemed to covenant and agree to pay to the Association the assessments adopted by the Association.

**B. Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the enjoyment, health, safety or welfare of the residents of the Subdivision by constructing, maintaining and improving the Common Area within the Subdivision itself. Without limiting the generality of the foregoing, the Association may pay out of and from such assessment the following:

1. The cost of providing road maintenance, repairs and improvements, signs, landscape maintenance and improvements and taxes pertaining to the Common Area. All herbicides, insecticides, and pesticides, whether applied by the Association or by any contractor of the Association, used in the maintenance of the Common Areas shall be non-toxic and safe for humans and pets located in the Subdivision.

2. The cost of providing comprehensive public liability insurance to cover the Common Area in such amounts as the Association may determine, as well as a policy of extended coverage on any improvements constructed within the Common Area which the Association may elect to carry.

3. The cost of providing such legal, accounting and other professional services as deemed prudent by the Association.

4. The cost of funding an adequate reserve fund for the construction, replacement or maintenance of the Common Area.

5. The cost of utilities relating to the Common Area, including, but not limited to, water and electricity.

6. To the extent not authorized by the Articles of Incorporation, the Bylaws, this Declaration, the Nonprofit Corporation Act, or the Homeowner Association Act, any cost that the Association wishes to expend assessments upon shall be approved by a majority of the Lots.

**C. Assessment Rate.** Within thirty (30) days prior to the commencement of each fiscal year, the Association shall estimate the costs and expenses to be incurred by the Association during such year including a reasonable provision for contingencies and reserves for major repair and replacement and shall subtract from such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies and reserves for major repair and replacement in the operating fund at the start of each year. The sum or net estimate so determined shall be assessed to all Holders in shares with each Lot representing one (1) share.

D. Maximum Assessment Rate Increases. The assessment may be increased each year by not more than five percent (5%) from the previous year without a majority vote of the Owners. The percent increase shall be cumulative from year to year so that an increase not used in one (1) year may be used in a subsequent year without a vote of the Owners.

E. Special Assessment. If, at any time and from time to time, during any fiscal year, the maintenance assessment proves inadequate for any reason, including non-payment of any Holder's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy, which will be assessed to all Holders, if approved by a majority of the Lots.

F. Lien for Non-payment of Assessments. If any assessment is not paid when due, such assessments shall, together with interest at the rate of twelve percent (12%) per annum and the cost of collection, including but not limited to reasonable attorney's fees, become delinquent and constitute a continuing lien on the Lots against which the assessment was levied, which shall be appurtenant to and run with the Lot and shall bind the Holder of the Lot, his heirs, devisees, personal representatives, successors and assigns. The Association may elect to bring a suit to collect a money judgment without thereby waiving its rights to subsequently seek foreclosure of the lien.

G. Subordination of Liens to Mortgages. Notwithstanding any provision to the contrary contained in this Declaration, the lien of any assessment created by this Declaration shall be subordinate to any first mortgage now or hereafter placed on any Lot in the Subdivision.

#### ARTICLE V. GENERAL PROVISIONS

A. Duration. The restrictive covenants contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Holder of any Lot within the Subdivision, their respective legal representatives, heirs, successors and assigns, until December 31, 2035, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Holders of twenty-five (25) of the Lots in the Subdivision has been recorded which expressly terminates the operation of the restrictive covenants.

B. Amendments. These restrictive covenants may be amended by the vote of sixty-five percent (65%) of the Lots.

C. Notices. Any notices required to be sent to any Holder under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage

prepaid, to the address of the person who appears as Holder on the records of the Association at the time of such mailing or when sent by electronic mail to the e-mail address of the person who appears as the Holder on the records of the Association at the time of sending of such e-mail correspondence.

D. Enforcement. The Association or any Holder of a Lot within the Subdivision shall have the right to enforce these restrictive covenants by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision contained herein, to restrain violation, to require specific performance and/or to recover damages; and against any Lot to enforce any lien created by these covenants; and further, any failure by the Association or any Holder to enforce any restrictive covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association, including reasonable attorneys' fees, shall be chargeable to the Holder of the Lot violating these restrictive covenants and constitute a lien on the Lot, collectible in the same manner as set forth above.

E. Deadlines to Complete Construction, Maintenance, & Repairs.

1. *Small Projects/Minor Repairs.* Small projects and minor repairs shall be completed within thirty (30) days of the date that such small project or minor repair is commenced by the Holder or the sending of a courtesy notice by the Association as provided in Article XII, Paragraphs C and D, of this Declaration, whichever occurs first. Small projects/minor repairs include, but are not limited to pulling weeds, trimming bushes, shrubs, and trees, and cleaning oil spills.

2. *Large Projects/Major Repairs.* Large projects and major repairs shall be completed within sixty (60) days of the date that such large project or major repair is commenced by the Holder or the sending of a courtesy notice by the Association as provided in Article XII, Paragraphs C and D, of this Declaration, whichever occurs first. Large projects/major repairs include, but are not limited repair or replacement of garage doors, repair of stucco, tree removal, replacement of gates, and repair of concrete.

3. *Projects Requiring Architectural Control Approval.* This Paragraph E shall not apply to projects that require architectural control approval pursuant to Articles VII and VIII of this Declaration. Projects that require architectural control approval shall be completed on or before the deadline established approval of the project as part of the architectural control procedure.

4. **Equipment & Materials.** Equipment and materials necessary to complete the construction, maintenance, and repairs provided for in this Paragraph E, and all debris resulting from the construction, maintenance, and repair, shall be confined to the Lot, and shall not be left on any other Lots, Common Areas, or streets.

5. **Extension of Deadlines.** Any deadline established in this Paragraph E may be extended by the Association, at the sole discretion of its Board of Directors, upon receipt by the Association of a request for an extension from the Holder prior to the expiration of the deadline for which an extension is sought.

F. **Severability.** Invalidation of any of these restrictive covenants by judgment or court order shall in no way affect the validity of any other provisions which shall remain in full force and effect.

## ARTICLE VI. PARTY WALLS

A. **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Holders who make use of the wall in proportion to such use.

C. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Holder who has used the wall may restore it, and if the other Holders thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Holders to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. **Weatherproofing.** Notwithstanding any other provision of this Article, a Holder who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land. The right of any Holder to contribution from any other Holder under this Article shall be appurtenant to the land and shall pass to such Holder's successors in title.

F. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

G. Right of Access. If a party wall needs to be repaired, maintained, restored or otherwise affected by the provisions under this Article, Holder or Holder's agent shall have the right of entry to adjacent Lots for these purposes for work by hand or by machine. In addition, will be the obligation of Holder or Holder's agent to restore any affected Lot premises to former condition, including but not limited to grading, loaming, and seeding, and the responsibility to restore trees, shrubs, and/or flowers.

#### ARTICLE VII. ARCHITECTURAL CONTROL

A. Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In addition, any resurfacing or painting of the exterior walls shall be completed in a color and texture as close to the original as possible, unless all Holders of a Lot shall mutually agree in writing to a different color and/or texture.

B. Fines. The Board shall have the authority to impose fines upon members that fail to maintain their property in harmony with the community. Violations shall include, but are not limited to: (1) violations of these restrictive covenants or the bylaws of the association; (2) failure to maintain the property or landscaping in harmony with the community; and (3) exterior damage to a member's property visible from the street or common areas. Fines shall be deemed special assessments and are payable to the Board upon written notice to the property owner of the record.



**ARTICLE VIII.  
ARCHITECTURAL STANDARDS**

A. Stucco. Stucco colors are Dove Gray for the upper band and a brown similar to Buckskin for the remainder (the formula for the original Fawn has changed). The texture is Brocade or Sand. Missing stucco and cracks larger than common hairline cracks must be repaired. Painting the stucco as a means to hide damaged stucco is not recommended as the paint can blister and peel. The repaired stucco must match in color, uniform in presentation when viewed from the street, and texture within the plane of the repair. Parapet stucco must be maintained.

B. Driveways and Sidewalks. The structural integrity of the driveway and sidewalk running the length of each property must be maintained. Sections of concrete that are lifting one inch or more must be replaced. Concrete that is moderately to severely pitted and that does not have a consistent surface must be repaired or replaced in a manner that matches the rest of the concrete in surface texture and matches the color as closely as possible. Oil and other car fluids must be cleaned up immediately to prevent staining of the concrete and eventual fouling of the water supply.

C. Garage doors. Garage doors should be in good operating condition. Small dents or imperfections in garage doors will be considered acceptable; large dents, creasing or cracks that can be viewed from the street will not be considered compliant. If a single panel is damaged, it is acceptable to replace that single panel and the entire door must be repainted so that all panels match. The paint color cannot be white or darker than the lower stucco color. Earth tones will be considered compliant so long as the color undertone is in the palate of the lower stucco color (no pink or blue undertones). New garage doors have been installed that have a factory baked-on enamel finish "Almond" that is acceptable. The weather stripping and the wood frame around the garage door must be in good condition.

D. Downspouts. Downspouts may be installed to prevent stucco damage. They must be complete in length from the original canale to ground level. No missing sections or damaged spouts will be considered compliant. Downspouts should match either the adjacent stucco color or the garage door color.

E. Gates. Gates must be maintained to prevent weathering and wear that lead to the appearance of a dilapidated, worn-out gate. Gates must be operable and close securely. Gates must not sag or have large gaps between wood sections. Hardware applied to maintain a gate must blend in with the appearance of the gate so as not to look like a repair. Multiple colors must not be applied. The board will differentiate between antiqued applications and weathering that requires maintenance. UV damage

will be controlled with regular sealing, staining or painting. The finish color is up to the homeowner, but cannot be black or white.

F. Exterior Lights. An exterior grade, single-bulb light fixture that does not greatly exceed the size of the original San Blas light fixture (18"L x 9"W x 9"D) should be used when replacing the original fixture at the front gate. A ceramic wall sconce is recommended. No additional lighting attached to the exterior street view of the home will be acceptable or compliant.

G. Windows. Windows in the front courtyard can be viewed from the street. Damaged or broken windows are not in compliance and must be repaired/replaced. Damage includes windowpanes that are clouded due to broken seals on double-glazed windows.

H. Address numbers. The San Blas Homeowners Association will maintain address numbers on the curbs in order to provide a consistent presentation.

I. Decorative Items. All decorative items must be in good condition - no broken or damaged items. No Lot shall have more than three (3) decorative items that are visible from the street or from any other Lot. These courtyard homes provide private areas for the enjoyment of your items. A Lot having decorative items in excess of three (3) in number as of August 12, 2024, shall be permitted to retain such decorative items so long as the decorative items are in good condition. As such decorative items reach the end of their natural lives, they shall be removed until such time as the Lot has three (3) decorative items or fewer.

#### ARTICLE IX. LANDSCAPE MAINTENANCE STANDARDS

A. From City of Albuquerque Street Tree Ordinance (01/2018).

1. *6-6-1-5 Duty of Owners to Prune*. It shall be the duty of every owner of lot or lots situated within the city to keep all shrubbery and trees situated on the parking strip between the property line and the street line within the lines of his, her or its lot or lots, trimmed so that free passage along said sidewalk and street will not be interrupted or impeded, and so that shrubbery and trees in no way interfere with the adjoining property, to remove any dead trees or dead, overhanging boughs dangerous to life, limb, or property located on the premises of such owner.

2. *6-6-2-5 Street Tree Policies*. Street trees should normally be deciduous. Adequate vertical clearance below the branches must be maintained for pedestrians, cars, and bicyclists. The minimum height to

the lowest permanent branch overhanging a sidewalk shall be seven feet; the lowest height of a permanent branch overhanging a street shall be 14 feet. Coniferous trees may be used as street trees only when the minimum required vertical clearance over streets and sidewalks can be maintained throughout the life of the tree and only where they will not at maturity block solar access to abutting buildings.

**B. San Blas Standards.**

1. Driveway and sidewalk should be free of leaves and debris. Expansion joints in both sidewalk and driveway should be free of weeds.
2. Street-front planter should be free of weeds, debris, and leaves. Seasonal changes will require diligence and extra effort. Bark, gravel, or other groundcover must be maintained so as not to encroach on the sidewalk. Border, if present, should be complete and border material must be in good condition. Border must present a consistent design that is symmetrical or natural in appearance.
3. In street-front planter, trees, shrubs, and plantings should not encroach on the sidewalk. The lowest tree branch must have a minimum 7-foot clearance over the sidewalk.
4. Tree trunks located in street-front planter should be cleanly manicured, free of random growth and shoots sprouting from the base.
5. Trees, shrubs, and plantings should be healthy. Dead branches must be removed. Unhealthy trees, shrubs, or plantings should be cut down to a stump at ground level or removed completely.
6. Plantings should not be overgrown, dense, or crowded to the point that they are not proportional to the area. Hedges, vines, shrubs, grasses, bamboo and other plantings must be maintained in size and appearance.
7. Trees must be pruned and maintained in a manner that prevents them from direct contact with the walls and parapets of adjacent properties. Homeowners will be expected to control the size and growth in a manner that is proportional to the limited space of the street-front planter and front courtyard.
8. Sculpture, pots, flags, artificial flowers, and other decorative items must be in good condition - no broken or damaged items.

9. The homeowner and/or tenant is responsible for picking up pet feces left in your yard, regardless of whether or not your pet, if you have one, is responsible.

**ARTICLE X.  
PARKING AND VEHICLE RESTRICTIONS**

A. Parking on Sidewalks. No parallel parking on the sidewalk. Service and maintenance vehicles may encroach on the sidewalk temporarily while the work proceeds.

B. Guest Parking. Guests may park in front of the property they are visiting for up to forty-eight (48) hours. Extended stay guests should utilize 65<sup>th</sup> street.

C. Resident Parking. Homeowners or their respective renters shall park in their garage and/or driveway, not on the street. 65<sup>th</sup> street can be utilized for additional parking. On an irregular basis, allowance will be made for short term parking on the street in front of the residence, for a period not to exceed eight (8) hours.

D. Recreational Vehicles. No recreational vehicles may be parked or stored in driveways or on the street for more than 24 hours. The garage will be used if size permits. Recreational vehicles are defined as campers, motor homes, travel trailers, buses, off road ATV's, watercraft, or storage/transportation trailers.

E. Commercial/Work Vehicles. No commercial vehicles or work vehicles without toolboxes or shells that fully enclose the contents of the work tools shall be allowed. Commercial vehicles include box vans and hauling units for business storage and use.

F. Inoperable or Incomplete Vehicles. No inoperable vehicles or vehicles with missing parts, including, but not limited to, hoods, tires, bumpers, windows, etc. will be allowed in driveways or on the street. They shall be stored in the garage.

G. Vehicles and Noise. Racing or revving of engines, excessive speed and racing, or modifications of vehicles that will result in noise exceeding the limits imposed by any governmental agency having jurisdiction over the Subdivision is prohibited.

**ARTICLE XI.  
OWNER'S PRIVATE ENJOYMENT OF PROPERTY RESTRICTIONS**

A. Noise. Noise created by an Owner that can be heard by another Owner on their own property, including but not limited to, engine revving, maintenance issues that

produce noise (for example - air conditioner squealing), gathering of people, and/or parties inside or outside of a property, fighting or loud music.

B. Physical Items. Our street by design puts all owners in close proximity to each other. The accumulation of materials, things, animal feces, anything that promotes rodents, pests, odor, or a fire hazard will not be allowed and result in a fine.

C. Home Maintenance. Each Holder shall keep his or her or its Lot in a good state of preservation, repair, and cleanliness, including all landscaping located thereon.

D. Insurance. No Holder shall permit anything to be done or kept in or upon his Lot or upon any Common Area which will result in the cancellation, or increase in premium, or reduction in coverage of insurance maintained by the Association or which would be in violation of any law or other applicable requirement of governmental authorities.

## ARTICLE XII. NON-MONETARY VIOLATION FINES

A. Purpose. The purpose of Non-Monetary Violation Fines is to provide a consistent and orderly procedure for addressing non-monetary violations of the governing documents of the Association.

B. Determination of a Non-Monetary Violation. The Association shall make a final determination as to the existence of a non-monetary violation of the governing documents of the Association.

C. Penalties for Non-Monetary Violations. Upon a determination that a Holder is in violation of the non-monetary provisions of the governing documents of the Association, the Association has established a system of penalties for the purpose of securing compliance by the Holder in violation:

Timing of Notice	Description of Notice	Amount Charged to Owner's Account
Upon discovery of violation	Courtesy Notice	\$0.00
30 days after Courtesy Notice	First Notice	\$100.00
60 days after First Notice	Second Notice	\$250.00
90 days after Second Notice	Third and Subsequent Notice	\$500.00

The Association shall by first-class mail or e-mail where the Holder has opted into receiving communications from the Association by e-mail provide the Holder all notices of violation issued by the Association.

D. Notification of Violation. The notice of violation shall be in writing and shall describe the violation, the applicable provisions of the governing documents violated, and the requirement that the violation be cured by a stated deadline. The Holder shall contact the Association if additional information is needed, to discuss special circumstances, or to request additional time to correct a violation. The following provisions are applicable to notices sent to Holders by the Association:

1. *Courtesy Notice*. The Holder will have thirty (30) days from the date of a courtesy notice to cure a violation. The Association will not assess any fine in connection with a courtesy notice.

2. *First Notice*. The Holder shall have thirty (30) days from the date of a first notice to cure a violation. The Association shall assess a fine in the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) to the Holder's account upon issuance of the first notice. Any first notice sent shall provide instructions to the Holder of his/her/its/their right to a hearing. A written request for hearing which is properly signed by the Holder and dated must be postmarked within thirty (30) days after the first notice is mailed. Failure of the Holder to request a hearing in writing within the required time period shall constitute a waiver of the right to a hearing.

3. *Second Notice*. The Holder shall have thirty (30) days from the date of a second notice to cure a violation. The Association shall assess a fine in the amount of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00) to the Holder's account upon issuance of the second notice.

4. *Third & Subsequent Notices*. The Holder shall thirty (30) days from the date of a third and subsequent notice to cure a violation. The Association shall assess a fine in the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) to the Holder's account upon issuance of a third and each subsequent notice to the Holder's account.

E. Hearing. Upon a timely request by a Holder receiving a first notice of violation, the Board will conduct a hearing at which any of the following actions may be imposed:

1. Waive the fine.

2. Deny request to waive fine. However, if the violation is not cured within thirty (30) days or a longer period as may be established by the Board, the violation shall be deemed a continuing violation and the Board may impose additional fines without notice and any opportunity to be heard.

3. Cure of the violation through self-help, all costs of which will be charged back to the Holder.

4. Injunctive relief against the continuance of such violations through the filing of an action with the courts.

F. Attorney Demand. The Association may cause counsel for the Association to issue a demand letter to any Holder who fails to cure a non-monetary violation of the governing documents at any time after the issuance of a third notice by the Association. The costs and attorney fees associated with the issuance of a demand letter by counsel for the Association shall be charged to and the responsibility of the Holder.

G. Self-Help. The Association may take any action it deems necessary to bring the Lot in compliance with the governing documents of the Association and charge the costs of doing so to the account of the Holder at any time after the issuance of a third notice by the Association.

H. Action for Injunctive Relief. The Association may file suit seeking injunctive relief requiring the Holder to bring the Lot into compliance with the governing documents of the Association or to recover monetary damages at any time after the issuance of a third notice by the Association. All costs (including each and every cost whether permitted or excluded under the applicable rules of procedure) and attorney fees associated with the filing of the action and the exercise of post-judgment enforcement of any judgment arising out of the action shall be charged to and the responsibility of the Holder.

I. Non-Exclusive Remedies. The rights and remedies of the Association stated herein are non-exclusive and the Association may exercise any additional rights and remedies available to the Association pursuant to the Articles of Incorporation, Bylaws, Declaration, and/or Rules and Regulations of the Association in addition to or in lieu of the rights and remedies stated herein.

The enforcement of these restrictions shall be in accordance with the provisions of the Covenants, and Rules of Enforcement in the Bylaws.

IN WITNESS WHEREOF, San Blas Homeowners Association has caused this Second Amended and Restated Declaration of Restrictive Covenants of San Blas Subdivision to be duly executed.

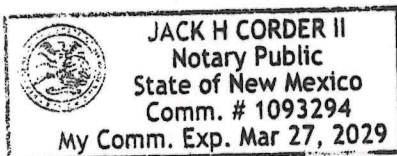
SAN BLAS HOMEOWNERS  
ASSOCIATION, a New Mexico nonprofit  
corporation

By: [Signature]  
Its: President

By: [Signature]  
Its: Secretary

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2025, by Kelly McEwen, as President, and by DONNA SWANSON as Secretary, of the San Blas Homeowners Association.



[Signature]  
Notary